

The Seventh Planning District Consortium Workforce Development Board

Administrative Office

4000 Viking Dr., Suite A-1, Bossier City, LA 71111 | (318) 632-2022

Matt Wheeler, Chairman | Candle Sattler, Director of Workforce Development

SEVENTH PLANNING DISTRICT CONSORTIUM WORKFORCE DEVELOPMENT BOARD CONTRACT #: PY 2024-2028 ONE-STOP OPERATOR CONTRACT FOR SERVICES

TYPE OF CONTRACT: COST REIMBURSEMENT

This contract made and entered into by and between The Seventh Planning District Consortium Workforce Development Board, hereinafter called AGENCY, having its principal place of business at 4000 Viking Drive, Ste A1, Bossier City, LA 71111, and Eckerd Youth Alternatives, Inc., hereinafter called SUB-RECIPIENT and having its principal place of business at 100 N. Starcrest Drive, Clearwater, FL, 33765.

Performance under this contract shall occur no earlier than October 1, 2024, and shall be completed no later than September 30, 2025. All contract costs must be incurred, and performance definitions achieved between these dates unless such dates have been modified in accordance with the provisions within this Agreement.

This Agreement x initiates, increases, decreases, does not change, the allocation by - 0 - to a total allocated amount of \$98,000 which shall not be exceeded, and shall be paid in accordance with the payment schedule, identified as an attachment hereto and made a part of this Agreement. The parties agree to comply with the terms and provisions of this Contractual Agreement incorporating all specified ATTACHMENTS listed below:

ATTACHMENTS:

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American Job Center Locations



Bossier/Caddo Parish
4000 Viking Dr., Suite B-1
Bossier City, LA 71111
(318) 741-7363

DeSoto/Red River Parish
142 Lake Rd.
Mansfield, LA 71052
(318) 871-2391

Lincoln/Bienville Parish
307 N. Homer St., Suite 307
Ruston, LA 71270
(318) 251-5023

Natchitoches Parish
303 Bienville St.
Natchitoches, LA 71457
(318) 357-2414

Sabine Parish
1125 W. Mississippi Ave., Suite A
Many, LA 71449
(318) 256-2698

Webster/Claiborne Parish
902 Lee St.
Minden, LA 71055
(318) 371-3024



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All attachments developed will be considered a part of this Agreement as written herein. This master contract and attachments represent the whole Agreement between the parties. Any previous oral or written information or agreements not embodied in this Agreement shall be considered null and void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and in signing thereby validating this Agreement, the parties also certify that each possesses the legal authority to contractually bind their respective organizations in their capacity as a signatory official. The AGENCY shall acquire and maintain proof of the SUB-RECIPIENT signatory authority prior to implementation of this Agreement.

Name of Authorized Signatures

Ellyn Evans, VP Finance

SUB-RECIPIENT
TITLE

Matt Wheeler, Chairperson

AGENCY
TITLE

Eckerd Youth Alternatives, Inc.
100 N. Starcrest Drive
Clearwater, FL, 33765

The Seventh Planning District
Consortium Workforce Development
Board
4000 Viking Drive, Ste A-1
Bossier City, LA 71111



SIGNATURE



SIGNATURE

A. CERTIFICATIONS

ATTACHMENT 1

ASSURANCES AND CERTIFICATIONS

The following assurances and certifications will be made a part of any resulting contract from this solicitation and respondents must agree to each item below.

1. The individual signing this proposal is authorized to submit the proposal on behalf of the agency/organization.
2. The SUB-RECIPIENT assures and certifies that services funded through a WDB contract shall be administered in full compliance with applicable Federal, State and local laws, regulations, and policies. These include, but are not limited to:
 - Maintaining records that accurately reflect actual performance
 - Maintaining record confidentiality, as required
 - Reporting financial, participant, and performance data, as required
 - Complying with Federal and State non-discrimination provisions
 - Meeting requirements of Section 504 of the Rehabilitation Act of 1973
 - Meeting all applicable labor laws
3. The SUB-RECIPIENT shall establish and maintain an auditable financial system, in accordance with recognized accounting practices, with the Act and Regulations, and with State and local requirements on fiscal and programmatic reports.
4. The SUB-RECIPIENT must be able to demonstrate that they are fiscally solvent.
5. The SUB-RECIPIENT certifies that it will provide a drug-free workplace, as required by Federal law.
6. Any representative/agent of the WDB who participates in the expenditure of WIOA funds shall perform his/her duties in a manner consistent with their obligations to the WDB and in accordance with sound business practices. In complying with these requirements, representatives/agents shall refrain from:
 - a. Solicitation or acceptance of gratuities, favors, or anything of monetary value, from contractors, potential contractors, or parties to sub-agreements.
 - b. Participation in awards or administration of contracts to firms in which the member, officer, staff or representatives/agent or his/her immediate family has a financial or other interest.
 - c. Any representative/agent, who is a paid consultant, or who has a relative who is a paid consultant (as defined in A.R.S. 38-502) for any provider which currently transacts business with the WDB is prohibited from participating in a decision process which may lead to the award of a contract involving such firm.

Eckerd Youth Alternatives, Inc.

Name of Applicant Organization

Ellyn Evans

Authorized Signature

Ellyn Evans, VP Finance

10/16/24

Date

Name and Title of Authorized Representative

CERTIFICATE OF AUTHORITY

I, Ellyn Evans, certify that I am the Eckerd Youth Alternatives, Inc., of the corporation, committee, commission, association, or governmental entity named as SUB-RECIPIENT herein; Ellyn Evans signed this contract and will sign amendments to it on behalf of the SUB-RECIPIENT, who is the VP Finance of said corporation, committee, commission, association, or governmental entity; and that said contract was duly signed for and in behalf of said organization by authority of its governing body and is within the scope of its powers as a:

Corporation Association Committee Commission
Government Entity

Ellyn Evans 10/16/24
SIGNATURE OF CERTIFYING OFFICER / DATE

CERTIFICATION OF FISCAL ACCOUNTABILITY

Under the provisions of the Workforce Innovation and Opportunity Act, federal funds expended for this Act must be documented and accounted for. The SUB-RECIPIENT must have sufficient information concerning the system of accounting used and the entity directly responsible for maintaining the system to ensure compliance with the Act. The following information is provided by the SUB-RECIPIENT to establish fiscal responsibility.

1. Name, Title, and Address of the Chief Financial Officer of the organization:

NAME: Eckerd Youth Alternatives, Inc.
ADDRESS: 100 N. Starcrest Drive
CITY/STATE/ZIP: Florida, 33765

2. Will accounting system be directly maintained by the SUB-RECIPIENT?

A. Yes B. No Who will maintain the system?
Lauren Lewis

3. Are you familiar with audit and reporting requirements?

A. Yes B. No

4. Description of accounting system.

Unit 4 Business World

5. Certification:

I certify that this report is complete and correct and that the responsibility for maintaining the accounting system to comply with the requirements has been accepted by the designated entity. I understand that final responsibility for the fiscal operation of the contract rests with the SUB-RECIPIENT.



Signature of SUB-RECIPIENT'S Contracting Officer

10/16/24

Date

Elynn Evans

Typed Name

VP Finance

Title

CERTIFICATION REGARDING DEBARMENT/SUSPENSION

This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Eckerd Youth Alternatives, Inc.
Name of Applicant Organization


Authorized Signature

10/16/24
Date

Ellyn Evans, VP Finance
Name and Title of Authorized Representative

**CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the make of any Federal loan, the entering into of any cooperative agreement, and the extension, renewal, amendment, or modification of any Federal contract, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all* subawards at all tiers (including subcontracts, contracts under grants, loans, and cooperative agreements) and that all * subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Eckerd Youth Alternatives, Inc.

Grantee/Subrecipient Organization

Eilyn Evans, VP Finance

Name of Certifying Official


Signature

10/16/24
Date

***Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract transactions over \$100,000 (per OMB).**

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

- A. The SUB-RECIPIENT certifies that it will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufactures, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The SUB-RECIPIENT'S policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required in paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such violation;
 - e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

The SUB-RECIPIENT shall insert in the space provided below, or include as a separate attachment, a listing of the site(s) for the performance of work done in connection with the specific grant:

Eckerd Youth Alternatives, Inc., 100 N. Starcrest Drive, FL, 33765

Name and Address of Organization

Ellyn Evans, VP Finance
Name of Certifying Official


Signature

10/16/24
Date

ATTACHMENT B: GENERAL PROVISIONS

I. SUB-RECIPIENT OBLIGATIONS

A. Legal Authority

The SUB-RECIPIENT assures that it possesses the legal authority to enter into this Agreement; further, that its governing body has authorized the signatory official to enter into this Agreement and bind the SUB-RECIPIENT agency to the terms of this Agreement and any subsequent amendments hereto.

B. Applicable Laws

The SUB-RECIPIENT agrees to conduct any and all activities under this Agreement in accordance with the Workforce Innovation and Opportunity Act, hereafter referred to as the Act, and Federal Regulations, revisions/amendments to such Act and Regulations and any and all applicable Federal, State, local statutes, rules, regulations, directives, issuances and ordinances in effect or promulgated during the terms of this Agreement.

Referenced applicable laws are available for review at the AGENCY'S office or the AGENCY shall provide the SUB-RECIPIENT with appropriate source locations for procurement of the Act and Regulations.

C. Changes/Amendments

The SUB-RECIPIENT assures it will comply with any changes, revisions, clarifications or amendments to the Act and/or related applicable Federal and State policies. Such changes, revisions, clarifications or amendments shall become effective upon receipt from the AGENCY. The SUB-RECIPIENT shall notify the AGENCY in writing within fourteen (14) calendar days of such receipt if it cannot or will not so comply. The SUB-RECIPIENT understands that inability to so comply may be cause for initiation of procedures to terminate this Agreement.

D. Fiscal Responsibilities

D.1 The SUB-RECIPIENT shall establish and maintain an auditable system in accordance with recognized accounting practices, with the Act and Regulations, and with State requirements on fiscal and program reports. The SUB-RECIPIENT shall prepare and submit reports in conformity with the AGENCY designated forms and schedules.

D.2 Any vouchers and/or payments that are made in regard to this

Agreement shall be charged against the title and appropriate activity receiving the benefit of the SUB-RECIPIENT's services.

- D.3** Any change in line item expenditures, including transfers in the approved budget amounts, must be requested in writing by the SUB-RECIPIENT and must be approved in writing by the AGENCY, but only if the transfers do not constitute a substantial deviation from the Agreement. Such changes will be incorporated into this Agreement in accordance with applicable modification provisions.
- D.4** Funds shall be provided by the AGENCY in reimbursement of actual Workforce Innovation and Opportunity Act allowable expenditures incurred pursuant to fulfilling the conditions and provisions of this Agreement. Reimbursement shall occur subsequent to receipt and approval of a completed voucher and supporting documentation as requested by the AGENCY. All vouchers must be supported by valid invoices or other supporting documentation of financial liability. The SUB-RECIPIENT shall not request funds in advance and will not maintain any grant funds on hand under this Agreement.
- D.5** **The SUB-RECIPIENT shall submit a Final Closeout Report no later than forty-five (45) days after the completion of the project or end of the contract period.** The Final Closeout Report shall report final expenditures for the purpose of closing out the program, return unused funds to the AGENCY, and include completed closeout documents supplied by the AGENCY. The AGENCY shall not be liable for any costs which have not been billed to the AGENCY within forty-five (45) days after the contract period has expired.
- D.6** The SUB-RECIPIENT agrees that all obligations in excess of the maximum contract amount as contained on Page 1 of this Agreement are the sole responsibilities of the SUB-RECIPIENT.
- D.7** The SUB-RECIPIENT agrees that all costs beyond the approved budget amount associated with this Agreement incurred by the SUB-RECIPIENT will be donated and/or paid by the SUB-RECIPIENT with non-Workforce Innovation and Opportunity Act funds.
- D.8** The SUB-RECIPIENT's fiscal policies must comply with the AGENCY'S fiscal policies and guidelines for the administration of Workforce Innovation and Opportunity Act funds.
- D.9** If any cost or price under this contract is significantly increased or decreased as a result of defective data submitted by the SUB-

RECIPIENT in the contract proposal, the AGENCY reserves the right to renegotiate the contract or to disallow and collect funds obtained by the SUB-RECIPIENT due to false or negligently submitted pricing data. The SUB-RECIPIENT assures that prices and/or cost data have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

E. Communication

- E.1** The SUB-RECIPIENT will create, update and maintain social media pages for LWDA 70 American Job Centers.
- E.2** The SUB-RECIPIENT will respond to routine questions and request from partners and from public regarding the American Job Center, its partners and services; when necessary, route request to appropriate partner agency.
- E.3** The SUB-RECIPIENT will route customer complaints to appropriate partner agency when necessary.
- E.4** The SUB-RECIPIENT will act as point of contact to facilitates communication amongst partner agencies, engage partner agencies in center operations.
- E.5** The SUB-RECIPIENT will maintain AJCs events Calendar - Maintain AJC events calendar with relevant internal and external events.
- E.6** Communicate with WDB Director and Program Manager regarding building operations. Examples include building closure, facilities requests related to conference rooms and equipment and repairs to common areas, and notification of major events.

F. Reporting Responsibilities

The SUB-RECIPIENT agrees to complete all required reports, forms, and data related to the Workforce Innovation and Opportunity Act program and to do so according to the instructions and definitions prescribed by the AGENCY and defined in the "Statement of Work" of this Agreement. The SUB-RECIPIENT shall provide to the Workforce Development Board a Report at its quarterly meeting; WDB will establish guidelines. The SUB-RECIPIENT agrees to assume responsibility for correcting all errors identified by the AGENCY within five (5) days of notification. Such notification shall be in writing from the AGENCY.

G. Access to and Retention of Records

- G.1** The SUB-RECIPIENT shall maintain all records pertinent to this Agreement, including financial, statistical, property (as applicable), participant records and supporting documentation for a period of no less than five (5) years from the date of acceptance of the final closeout package and until any outstanding litigation, audit or claim has been resolved. Furthermore, the SUB-RECIPIENT shall maintain all pertinent records until such date as the SUB-RECIPIENT receives expressed written permission to destroy such records from the AGENCY.
- G.2** The SUB-RECIPIENT further agrees to inform the AGENCY, upon expiration of this Agreement or any date or time thereafter, of any circumstances which would impair the integrity or security of such materials during the five (5) year retention period. Consistent with the Workforce Innovation and Opportunity Act, in the event the SUB-RECIPIENT substantially ceased doing business, the AGENCY is given the right to obtain the records, books, papers, or documents relating to this Agreement that are in the possession of the SUB-RECIPIENT.
- G.3** All records pertinent to this Agreement shall be maintained at sites within the State of Louisiana. In the event of termination of the relationship between the SUB-RECIPIENT and the AGENCY, the SUB-RECIPIENT shall have the responsibility for maintenance and retention of the records.
- G.4** It is further agreed that the AGENCY will have access to all information the SUB-RECIPIENT compiles concerning the Workforce Innovation and Opportunity Act program and that copies of this information will be tendered to the AGENCY and any other authorized Federal and State agencies upon request of the AGENCY. Pursuant to the sources of funds from the Workforce Innovation and Opportunity Act, Federal and State regulations require that access be granted to the U.S. Controller General, Secretary of Labor and/or their designated agents. The AGENCY and the SUB-RECIPIENT agree to maintain the confidentiality of any information regarding the Workforce Innovation and Opportunity Act program. Such information will not be divulged without the permission of the AGENCY, except for disclosures required by court process, order, or decree, and except that information that may be divulged to Federal, State, and local agencies having responsibilities for monitoring, auditing or evaluating the services and performance under the contract and to governmental authorities to the extent necessary for the proper administration of the program.

H. Payments and Repayments

- H.1** The SUB-RECIPIENT agrees that payments are predicated upon properly documented program costs delivered by the SUB-RECIPIENT in accordance with the Payment Invoice Schedule attached hereto and made a part of this Agreement.
- H.2** All payments for performance rendered under this Agreement are subject to audit. The SUB-RECIPIENT shall assume liability for repayment of funds disbursed where such disbursement is subsequently determined to be improper and/or unauthorized. Repayment of such funds shall occur within thirty (30) calendar days of notification of discovery unless a written alternative schedule for such repayment has been approved by the AGENCY. The AGENCY reserves the right to withhold funds to prior improper or unauthorized disbursements. The SUB-RECIPIENT shall repay to the AGENCY funds found to have been paid for the same services from other than Workforce Innovation and Opportunity Act funds. In the case of duplicate payments, the AGENCY reserves the right to recover in part or in whole any and all payments to the SUB-RECIPIENT. All funds unearned and unexpended in the performance of this Agreement revert to the AGENCY.

I. Unusual Circumstances Affecting Performance

In the event of unusual circumstances affecting the performance of this Agreement, the SUB-RECIPIENT shall so notify the AGENCY in writing immediately. The AGENCY shall make reasonable efforts to provide technical assistance upon the SUB-RECIPIENT'S request, but such efforts by the AGENCY shall not release the SUB-RECIPIENT from meeting its contractual obligations under this Agreement.

J. Insurance

- J.1** The SUB-RECIPIENT agrees to save and hold harmless the AGENCY from all losses, liabilities, claims, judgments, demands, legal proceedings, recoveries, costs, expenses, and attorney fees brought or recovered against the SUB-RECIPIENT which may arise as a result of the acts of any of its personnel in the performance of its obligations under this Agreement. The SUB-RECIPIENT shall maintain at all times automobile liability coverage under this Agreement. Evidence of such insurance shall be furnished to the AGENCY upon request.

K. Monitoring, Inspections and Audit

- K.1** The AGENCY shall monitor, oversee, evaluate, and provide policy guidance to the SUB-RECIPIENT in the conduct of all activities under this Agreement.
- K.2** The SUB-RECIPIENT shall conduct or have conducted an annual financial and compliance audit in accordance with the Single Audit Act of 1984, Public Law 98-502, and related Office of Management and Budget (OMB) Circular A-128, or A-133, as appropriate, if total federal grants received during the fiscal year exceed \$25,000. If total federal grants are less than \$25,000, the SUB-RECIPIENT will be governed by audit requirements prescribed by State or local law or regulations as well as the provisions of the Single Audit Act for funds under \$25,000. The audit will be completed within 180 days of the SUB-RECIPIENT's fiscal year end. The audit report shall be mailed to the AGENCY at the address listed on page 1 of this Agreement. The initiation and costs of the audit shall be borne by the SUB-RECIPIENT.
- K.3** The AGENCY shall have the authority to examine the books and records used by the SUB-RECIPIENT in accounting for expenses incurred under this Agreement. Should these books and records not meet the minimum standards of generally accepted accounting principles, the AGENCY reserves the right to withhold any or all of its funds to the SUB-RECIPIENT until such time as they do meet these standards.
- K.4** The AGENCY reserves the right to dispatch auditors of its choosing to any site where any phase of the program is being conducted, controlled, or advanced in any way, tangible or intangible.
- K.5** When an audit determines that the SUB-RECIPIENT has expended funds which are questioned under the criteria set forth herein, the SUB-RECIPIENT shall be notified and given the opportunity to justify questioned expenditures prior to the AGENCY's final determination of the disallowed cost, in accordance with the procedures in the Workforce Innovation and Opportunity Act and Regulations.

SUB-RECIPIENT understands and agrees that it shall be subject to sanctions imposed, including, but not limited, to repayment from non-federal funds of any disallowed costs resulting from any audit of funds received under this contract, pursuant to the Federal and State rules and regulations, the LWC, WIOA audit requirements, and the AGENCY's policies.

- K.6** The SUB-RECIPIENT agrees to cooperate with any monitoring, inspection, audit, or investigation of activities related to this Agreement as may be conducted by the AGENCY, Louisiana Workforce Commission, U.S. Department of Labor, and the Controller General of the United States or their duly authorized representative. The SUB-RECIPIENT agrees to make available for examination any and all records with respect to matters covered by the Agreement including, but not limited to, any books, documents, papers, and records (including computer records) of the SUB-RECIPIENT (or its subcontractor, if applicable) which are directly pertinent to charges to the program.

The SUB-RECIPIENT shall permit the above named entities to audit, examine, and make excerpts, transcripts, and photocopies, in whole or in part, from such records and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment, and all other data relating to matters covered by this Agreement. This right also includes timely and reasonable access to the SUB-RECIPIENT (or its subcontractor, if applicable) personnel for the purpose of interviews and discussions related to such documents. Such access shall be granted with or without previous announcement and shall include provision by the SUB-RECIPIENT of suitable workspace for such monitoring, inspection, audit, or investigation to be conducted.

L. Dispute Resolution

- L.1** The SUB-RECIPIENT agrees to use administrative process and negotiation in attempting to resolve disputes arising from this Agreement. The SUB-RECIPIENT shall continue performance of the Agreement activities during such disputes and shall immediately submit a written request for informal review and hearing to the AGENCY who shall review the disputed matter. The AGENCY shall resolve same after consultation with the SUB-RECIPIENT within thirty (30) calendar days of request receipt. Disputes not resolved at the AGENCY level shall be resolved in accordance with applicable State policies.
- L.2** Parties agree that any legal action brought in relation to this contractual Agreement shall be brought within the State of Louisiana.

M. Reporting of Criminal Activity, Abuses and Accidents

- M.1** The SUB-RECIPIENT assures that it will perform the Agreement activities in conformance with safeguards against fraud and abuse

as set forth by the AGENCY, the State, the U.S. Department of Labor and the Workforce Innovation and Opportunity Act and Regulations. The SUB-RECIPIENT agrees to notify the AGENCY within twenty-four (24) hours of such occurrence.

M.2 The SUB-RECIPIENT assurance of onsite medical and accident insurance does not preclude the SUB-RECIPIENT from providing written notification of such incident within twenty-four (24) hours of such occurrence. Theft or damage to property on loan to the SUB-RECIPIENT by the AGENCY shall be reported to local law enforcement agencies and to the AGENCY within two (2) hours of discovery of such act.

M.3 The SUB-RECIPIENT agrees to cooperate fully with the AGENCY, local law enforcement agencies, the State, the U.S. Department of Labor, the Federal Bureau of Investigation and any other government agency with jurisdiction to investigate such incidents.

N. Equal Employment Opportunity/Affirmation Action Assurances and Certifications

N.1 As a condition to the award of financial assistance, the SUB-RECIPIENT assures that it will comply fully with the Nondiscrimination and Equal Opportunity provisions of the following laws: Workforce Innovation and Opportunity Act of 2014 (WIOA), as amended, 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; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1978, as amended; and all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 38.

N.2 The SUB-RECIPIENT agrees that no person, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in Workforce Innovation and Opportunity Act programs, shall be excluded from participation in, denied the benefits of, or subjected to discrimination under a Workforce Innovation and Opportunity Act funded program or activity.

N.3 The SUB-RECIPIENT agrees that all activities shall be non-sectarian and not involve construction, operation or maintenance of any facility used or to be used for sectarian instruction and/or religious worship.

- N.4** The SUB-RECIPIENT agrees that individuals who are participants in activities supported by funds provided under this Act shall not be discriminated against solely because of their status as participants.
- N.5** The SUB-RECIPIENT agrees that participation in programs and activities financially assisted under the terms of the Act shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees, parolees, and other individuals authorized by the Attorney General to work in the United States.
- N.6** The SUB-RECIPIENT assures and certifies that it will maintain and abide by Federal and State and local Equal Opportunity Policies. The SUB-RECIPIENT assures and certifies that it will provide equal opportunity to applicants, participants and the SUB-RECIPIENT staff in all employment and training practices including, but not limited to recruitment, hiring, transfer, promotions, training, compensation, benefits, layoffs, placements and selection of any third party providers. All SUB-RECIPIENT publications and advertisements shall include the phrases "An Equal Opportunity Employer/Program "Auxiliary Aids and Services are available upon request to individuals with disabilities."
- N.7.** In the event of the SUB-RECIPIENT'S non-compliance with established policies, or any act of discrimination committed by the SUB-RECIPIENT, or failure to comply with the statutory obligations when applicable, funding may be terminated, and the recipient may be declared ineligible for future funding.

O. Assurances and Certifications

- O.1** The SUB-RECIPIENT agrees to enforce Section 3 of the Military Selective Service Act.
- O.2** The SUB-RECIPIENT agrees to use available appropriate labor market analysis to ensure a systematic assessment of labor market needs. The SUB-RECIPIENT assures that the occupational training provided is in occupations for which job opportunities exist and at the level of skill required by the employers.
- O.3** The SUB-RECIPIENT agrees to operate all activities under this Agreement in full compliance with Federal, State and local requirements, assuring required benefits and labor standards are met.
- O.4** No participant shall be employed or job opening filled (a) when any other individual is on layoff from same or any substantially

equivalent job or (b) when the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this Act.

- O.5** The SUB-RECIPIENT agrees to comply with regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, and Participant's Responsibilities.
- O.6** The SUB-RECIPIENT assures that all Federal, State and local taxes have been paid current and the SUB-RECIPIENT further assures that any subcontracts awarded as a result of this primary contract will be held to all the assurances and certifications contained in this primary contract.

P. Conflict of Interest and Nepotism

- P.1** The SUB-RECIPIENT shall agree that in administering this Agreement it will comply with the following standards of conduct to maintain the integrity of the Agreement and to avoid any conflict of interest in its administration. The SUB-RECIPIENT shall further notify its subcontractors of the applicability of this paragraph.
- P.2** No person will be hired into an administrative capacity, staff position or on-the-job training position funded under the Act if a member of that person's family is engaged in an administrative capacity for the AGENCY or the SUB-RECIPIENT.
- P.3** The SUB-RECIPIENT recognizes and assures that no program under the Act may involve political activities.
- P.4** Contract administered in an Impartial Manner: The SUB-RECIPIENT and any subcontractors agree to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This Agreement or any subcontracts thereof will be administered in an impartial manner, free from personal, financial, or political gain. The executive staff and employees of the SUB-RECIPIENT or its subcontractors will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- P.5** Conflict of Interest Policy: The SUB-RECIPIENT assures that funds provided under this Agreement shall not be used to contract with or employ any person in a staff position if a member of that person's immediate family is engaged in an administrative or supervisory capacity for the SUB-RECIPIENT and the AGENCY. The term "immediate family" means wife, husband, son, daughter,

mother, father, brother, sister, and children's spouses.

P.6 Conducting Business Involving Close Personal Friends and Associates: The SUB-RECIPIENT assures that it will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates in administering this Agreement and will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.

P.7 Copeland Anti-Kickback Clause: The SUB-RECIPIENT agrees that it will comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in the Department of Labor regulations (29 CFR Part 3) and that no official, employee, or agent of the SUB-RECIPIENT shall solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subrecipient or supplier.

Q. Availability of Funds

The SUB-RECIPIENT acknowledges that all funding appropriated for this Agreement is from Workforce Innovation and Opportunity Act funds. The funding of this Agreement is wholly conditioned upon the actual receipt of federal funds appropriated under the Workforce Innovation and Opportunity Act (WIOA) of 2014 by the Louisiana Workforce Commission (LWC). In the event funds anticipated under this act should not be received timely or should be suspended or terminated, in whole or in part, the AGENCY reserves the right, at its sole discretion, to suspend or terminate this Contract. Therefore, no guarantees are made or intended by the AGENCY beyond such suspension and/or termination relating to funding for this Agreement or the period of performance.

R. Independent SUB-RECIPIENT

R.1 In the execution of this Agreement and rendering of services prescribed by this Agreement, the AGENCY and the SUB-RECIPIENT do not change the independent status of the other. No provision of this Agreement or act of the SUB-RECIPIENT in performance of this Agreement shall be construed as making the SUB-RECIPIENT the agent, servant or employee of the AGENCY, the State of Louisiana or the Federal government. Employees of the SUB-RECIPIENT are subject to the exclusive control and supervision of the SUB-RECIPIENT. The SUB-RECIPIENT is solely responsible for the employee payrolls, taxes and claims arising there from.

R.2 As an independent SUB-RECIPIENT, the SUB-RECIPIENT agrees to hold harmless the AGENCY, and their respective board members, officers, agents and employees from any and all claims cost, expenses (including reasonable attorney fees), actions, causes of action, judgments and liens arising out of the SUB-RECIPIENT performance or non-performance in compliance with this Agreement or any reference to Act or Regulation or matter incorporated herein.

S. Third Party Contracting

The SUB-RECIPIENT agrees not to sublet, assign, transfer, convey or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without written prior notification of such intent to the AGENCY which includes full disclosure of particulars and special assurances that such third party shall comply with all provisions of governing laws, the terms and conditions of this Agreement, State of Louisiana Policies and U.S. Department of Labor Regulations pursuant to the Act.

The SUB-RECIPIENT shall maintain full liability for any third-party actions and shall hold harmless the AGENCY from actions of any third party. Failure to inform the AGENCY of the intent to involve third party action shall relieve the AGENCY of any and all liability and may result in initiation of procedures to terminate the Agreement. None of the work or services covered by this contract shall be subcontracted or assigned without the AGENCY'S written approval.

T. Modifications

T.1 Either party may at any time during the term of this Agreement request amendments or modifications. Request for amendment or modification of this Agreement shall be in writing, specifying the changes sought and the reasons.

T.2 The parties shall review the request for modifications in terms of the Act, Regulations, Assurances and Certifications, Statement of Work, and overall program goals as stated in the original Request for Proposal and the negotiated provisions of this Agreement. Should the party's consent to modification of the Agreement, then it will be drawn, approved and executed in the same manner as the original Agreement.

T.3 Unilateral modifications by the AGENCY may occur in cases of non-compliance, unreasonable delays, non-performance or under-performance on the part of the SUB-RECIPIENT in fulfilling its obligations under this Agreement. Planned performance schedules

as negotiated with the SUB-RECIPIENT and included as an Attachment to this Agreement shall be monitored. Under-performance shall constitute the SUB-RECIPIENT approval for unilateral reduction of contract funds to the level of actual performance.

U. Property

- U.1** All property, which is owned by the AGENCY and furnished to the SUB-RECIPIENT through this Agreement for use in connection with programs funded under this Agreement, shall be returned to the AGENCY within thirty (30) calendar days of the date of termination unless otherwise provided.
- U.2** The SUB-RECIPIENT shall maintain a written inventory of all equipment and non-expendable supplies and shall make it available upon request from the AGENCY.
- U.3** The AGENCY will retain sole ownership of such equipment and non-expendable supplies.

V. Acknowledgment of Funding Source

The SUB-RECIPIENT shall give credit to the AGENCY as funding source, in all oral presentations, written documents, publicity and advertisements regarding any activities which issue from this Agreement.

W. Closeout Procedures

This contractual Agreement will close out in accordance with the closeout procedures issued by the AGENCY.

X. Termination Procedures

The SUB-RECIPIENT acknowledges that this Agreement may be terminated under the following circumstances:

- X.1** Either party may request termination for convenience by providing the other with no less than ten (10) calendar day's written notice prior to the effective date of such termination.
- X.2** The AGENCY may terminate the Agreement for cause when determined that the SUB-RECIPIENT has failed to deliver any of the contracted services or failed to comply with any provision of the Agreement or any law or regulation applicable to the Agreement. The AGENCY shall provide written notice to the SUB-RECIPIENT of a termination for cause and shall specify the reason and effective date. Breach of any of the contract terms or attachments shall

constitute cause for termination.

- X.3** In the event of termination, the SUB-RECIPIENT shall cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment and other items. The SUB-RECIPIENT shall exercise all reasonable diligence to accomplish the cancellation or diversion of all outstanding commitments. With respect to such canceled commitments, the SUB-RECIPIENT agrees to settle all outstanding liability and all claims arising out of such cancellation of commitments.
- X.4** In the event of termination of the relationship with a SUB-RECIPIENT, the AGENCY shall retain all records related to the services provided in this Agreement if the SUB-RECIPIENT is not able to insure the secure keeping of such records. The AGENCY's retention of records, in the event the SUB-RECIPIENT is unable to retain said records, shall not relieve the SUB-RECIPIENT of liability for records content and completeness.
- X.5** All written notices referred to in this section shall be made by certified mail, return receipt requested or the equivalent.

Y. Severability

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any or all of the other terms and provisions of this Agreement which shall continue in full force and effect.

Z. Release of Information

The SUB-RECIPIENT shall secure prior written authorization before releasing information relating to matters under this Agreement. The request for authorization to release information shall specify the nature, scope, intent and purpose of the release.

AA. Whole Agreement

This Agreement supersedes any and all other Agreements either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or instrument relating to the subject matter of this Agreement which is not contained herein and/or an attachment hereto shall be valid or binding.

BB. Staff Qualifications

The SUB-RECIPIENT assures that it will employ staff who meet the minimum qualifications and/or who have the qualifications needed to provide the services required under this contract.

CC. Documentation and Progress Reports

The SUB-RECIPIENT shall provide appropriate documentation and/or Progress Reports to the AGENCY and identify major difficulties as well as applicable information upon request.

DD. Program Income

Workforce Innovation and Opportunity Act procurements shall not permit excess program income (for non-profit and governmental entities) or excess profit (for private for-profit entities). Public or private non-profit SUB-RECIPIENT revenues in excess of cost which have been properly earned are to be treated as program income. At the discretion of the AGENCY, these funds may be retained by the SUB-RECIPIENT or returned to the AGENCY to underwrite additional training or training related services pursuant to the project or program which generated them, consistent with the purposes of the Workforce Innovation and Opportunity Act.

In any case, the SUB-RECIPIENT is responsible for determining the amount of program income accrued and for ensuring that proper accounting, record-keeping and reporting requirements are maintained which account for the use of these funds, in anticipation of possible audit.

EE. Lobbying

No funds provided under this Contract may be used in any way to attempt to influence in any manner a member of Congress, to favor or oppose any legislation or appropriation by Congress, or for lobbying State, or local legislators.

FF. Maintenance of Effort

The SUB-RECIPIENT agrees that Workforce Innovation and Opportunity Act funds under this Agreement will be used to supplement, rather than supplant, the level of funds that would otherwise be available for One-Stop Center Operator activities including, but not limited to, State apportionments or other methods of allocation.

GG. Copyright and Data Rights

The SUB-RECIPIENT shall disclose to the AGENCY any patent, copyright, invention, written product, computer program developed, or data assembled as a result of performance of work under this contract within sixty (60) days of invention, development or assembly.

The AGENCY, State of Louisiana Workforce Commission, and the U.S. Department of Labor shall have the right to patent any invention and copyright any written product or computer program or data generated by the SUB-RECIPIENT under this contract. Upon written request, the SUB-RECIPIENT shall transfer all pertinent information, specification and right, title and interest to the designated agency.

The SUB-RECIPIENT will retain a non-exclusive, royalty-free license throughout the world on each subject invention, document, program or data to which the AGENCY, LWC, or USDOL obtains title, except if the SUB-RECIPIENT fails to disclose such invention, document, program, or data. The license is transferable by the SUB-RECIPIENT only with the approval of the agency obtaining title, except when transferred to the successor of the SUB-RECIPIENT.

Where the AGENCY, LWC, and USDOL decline to request the transfer of right, the SUB-RECIPIENT shall retain the entire right, title and interest throughout the world to each subject invention, document, program or data. In such event, the LWDA, LWC, and USDOL shall have non-exclusive, non-transferable, irrevocable, paid up license to use subject invention, document, program, or data throughout the world.

FF. Use of Materials and Supplies

The SUB-RECIPIENT agrees that all supplies, materials, equipment, or services purchased with funds provided under this Agreement will be used solely for purposes allowed under this Agreement.

II. AGENCY OBLIGATIONS

The AGENCY shall make payments to the SUB-RECIPIENT:

- A. Up to the amount specified in this Agreement.
- B. Only for the achievement of tasks as specified under this Agreement.
- C. According to the Payment Invoice Schedule specified in this Agreement.
- D. Upon the expressed condition that the covenants herein are fully satisfied.

ATTACHMENT C: STATEMENT OF WORK

I. SERVICES TO BE PERFORMED

The role of the One-Stop Operator is equivalent to a managing partner. In this role, the Operator will be responsible for ensuring a seamless delivery of services from all partners.

Certain workforce services are integrated into the framework of the one-stop service delivery system and are provided through partner agencies under various funding sources. This workforce system is characterized by three critical hallmarks of excellence.

- The needs of business and workers drive workforce solutions;
- Centers provide excellent customer service to jobseekers and employers and focus on continuous improvement; and
- The workforce system supports strong regional economies and plays an active role in community and workforce development.

The One-Stop Operator's Job Description

- Coordination of service delivery among partners and service providers;
- Act as a liaison with the WDB staff;
- Market the Center and its services;
- Ensure each Center partner abides by their MOU addendum;
- Recruit additional partners;
- Facilitate the sharing and maintenance of data;
- Create continuous improvements methods reflective of the American Job Center as envisioned in ETA's Training and Employment Guidance Letter (TEGL) 4-15;
- Create and maintain a Resource Guide;
- Serve as a liaison to the community, partner agencies and employers for the Workforce System;
- Assure compliance with state and local WDB certification criteria which is essential for receipt of infrastructure funding;
- Work to strengthen partnership with Parish School Systems to enhance Cooperative Endeavor Agreement outcomes for potential out-of-school youth; and
- Work to enhance Workforce Development Board Jump Start initiatives.

Duties and Specific Tasks

Specific tasks to be performed by the Operator include but may not be limited to the following:

Community / Partner Relations

- Train and oversee daily operations of front of the house staff members of the Comprehensive AJC. This function also includes the oversight and supervision of “volunteer” or senior employment program participants and other support staff that provide assistance in the reception, lobby, and/or resource areas.
- Promote an overall customer-centered design, flow/process, and culture in all AJCs.
- Coordinate the partner’s scheduled events at the AJCs and field incoming phone calls from job seeker and employer customers respond to online/email messages and social media outlets from the local social website.
- Ensure a professional appearance and high-quality aesthetics of customer facing areas (interior and exterior); reporting and following-up on any needed maintenance, repairs, and/or improvements.
- Signage and materials- maintain a full stock of approved, up to date, AJC/LWDA 70 branded materials. Interior/exterior signage should always follow OWD branding guidelines and emphasize LWDA 70 before any individual agency, program, or organization.
- Develop and maintain “virtual billboards” with up-to-date information.
- Improve customer check-in process by improving the customer experience, reducing any redundancy through modernization, and using digital interfaces (when possible).
- Maintain ADA compliance as well as inclusivity of all customers and staff during daily operations and during the development of new initiatives or operational changes.
- Resolve customer complaints and issues; notify LWDA 70 Director of any unresolved or ongoing customer complaints or incidents.
- Complete incident report(s) for any safety or health situation that involves staff or customers and occurs onsite.
- Develop and implement training for LWDA 70 staff/partners/ support staff working in the “front of house” areas (lobby, reception, resource room, etc.). tracking mechanisms (digital and analog). Track and report customer satisfaction results; make necessary changes to address customer satisfaction deficiencies. Achieve a minimum of 90% customer satisfaction.
- Establish and maintain key relationships with workforce partners;
- Improvement principles within the system, including streamlining services and minimizing duplication;
- Ensure the appropriate delivery of workforce development services in accordance with all governing laws, statutes, regulations, guidance and policies;
- Facilitate capacity building within the ecosystem and with partner agencies;
- Promote adoption of creative and innovative methods and best practices in the delivery of the required services;
- Promote workforce programs within the communities concerning the workforce system services;
- Coordinate the development and implementation of a formal referral process for services within and outside of the American Job Center(s);

- including minimum standards for referral, follow-up requirements, and documentation of referral outcomes;
- Work with American Job Center partners to maintain the Resource Guide of relevant sources of assistance in the community to be used by Center staff, jobseekers, and our partners;
- Ensure American Job Center partners are providing services in accordance with the WIOA regulations, state and local policies, and Memorandum of Understanding (MOU);
- Coordinate access to virtual resources at appropriate partner locations and other points throughout the communities such as libraries that strengthen accessibility to services; and
- Increase the number of employers participating in the workforce development network.

Service Coordination and Continuous Quality Improvement

- Coordinate service delivery among One-Stop partners across all served parishes.
- Assist in the intake processes for LWDA 70 and partner programs by navigating services, coordinating referrals, streamlining documentation, providing coordinated case management, and overseeing data collection and reporting to ensure individuals receive comprehensive support tailored to their needs and goals.
- Ensure an inclusive and integrated service delivery approach for all customer services/programs.
- Provide support and partnership to the Business Services and/or Youth services team to meet the needs of job seekers and employers.
- Support LWDA 70 local plan and assist with regional industry sector/workforce initiatives.
- Foster a culture of collaboration among One-Stop partners to deliver innovative, high-quality workforce development services to all customers.
- Facilitate regularly scheduled meetings (quarterly) of One-Stop staff to maintain a collaborative culture, improve service delivery, and evaluate progress toward shared goals.
- Serve as a resource for staff of all partner agencies regarding WIOA objectives, processes, requirements, and regulations.
- Review and assess customer satisfaction results, reporting significant feedback or trends to LWDA 70 Program Manager and Director.
- Provide reports on One Stop system activities, customer flow, and other relevant data.
- Facilitate the sharing and maintenance of data, emphasizing state systems when allowable.
- Perform regular data entry of customer numbers and Key Performance Indicators (KPIs), including but not limited to the number of visitors, partner/service utilization, industry sector interests, and employer hiring events.
- Maintain accurate and timely data and submit all monthly reports to LWDA 70 Director by the established deadline.

- Participate in other regional workforce initiatives and pursue LWDA 70 collaboration/system alignment opportunities.
- Attend LWDA 70 Staff Development meetings.
- Coordinate, lead, and/or facilitate special workforce development projects and initiatives as needed.
- Implement WDB strategic priorities and policy directives at the American Job Centers.
- Serve as a community liaison to represent the goodwill of the American Job Center.
- Generate monthly invoices for expenses under contract.
- Advise and assist the Board on all items relevant to the American Job Center, as required by WIOA.
- Assist the American Job Center and partners in meeting and exceeding Federal, State, and local performance measures.
- Perform continuous improvement activities to achieve high-level service quality and exceptional customer service.
- Participate in regular meetings with the WDB Director to review contract terms, processes, performance data, and results of internal quality assurance monitoring and corrective action efforts.

Further, it is the One-Stop Operator's responsibility to ensure non-discrimination as to assure customers' have an equal opportunity to access programs and services administered by the WDB. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with programs on the basis of race, color, religion, sex, national origin, disability, age, political affiliation, marital status, and/or sexual orientation, and each customer shall have such rights as are available under any federal, state, or local law prohibiting discrimination.

Outreach, Marketing, and Social Media:

- Assist with managing LWDA 70 social media pages, including (but not limited) the following: Facebook, Twitter, Instagram, and LinkedIn; Activities include, daily postings/updates, with corresponding images, photos, live videos, articles, and other promotional activities to maintain and expand social media presence of the LWDA 70.
- Carry out marketing/outreach efforts as directed by LWDB 70 and in coordination with the staff.
- Assist Board's outreach efforts and event coordination on behalf of the LWDB 70.

One-Stop Operator Collaboration and Compliance with the WDB

- Implement WDB strategic priorities and policy directives at the Centers;
- Assist Board's outreach efforts and event coordination on behalf of the WDB;

- Serve as a community liaison to represent the goodwill of the American Job Center;
- Generate monthly invoices for expenses under contract;
- Advise and assist the Board on all items relevant to Center, as required by WIOA;
- Assist the Center and partners in meeting and exceeding Federal, State, and local performance measures;
- Perform continuous improvement activities to achieve high level service quality and exceptional customer service; and
- Participate in meetings with the WDB Director and the Program Manager to review contract terms, processes, performance data and results of internal quality assurance monitoring and corrective action efforts.

Partnership

Quarterly Partners' Meetings, including identifying and scheduling guest speakers, creating the agenda, communicating effectively to maintain partner participation; lead the meetings with a goal toward consensus building; complete tasks assigned at meetings and/or follow up as necessary.

Further, it is the One-Stop Operator's responsibility to ensure non-discrimination and to assure customers' have an equal opportunity to access programs and services administered by the WDB. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with programs on the basis of race, color, religion, sex, national origin, disability, age, political affiliation, marital status, and/or sexual orientation, and each customer shall have such rights as are available under any Federal, State, or local law prohibiting discrimination.

II. PERFORMANCE MEASURES - LWDA 70 WIOA Performance Goals

The WDB has established certain goals for the workforce programs in WDB-70. As the One-Stop Operator will be a major part of the workforce system, it is anticipated that the Operator will be a major contributor in the achievement of long-term goals for the system.

LWDA 70 will focus on improving performance for Adult, Dislocated Workers, and Youth programs by maintaining a high level of total registered customers receiving career services and occupational skills training, as well as maintaining high quality services to businesses.

The program performance is established through negotiations between the WDB and the Louisiana Workforce Commission at the beginning of each program year (July 1). These are the performance measures used in measuring the Local Workforce Development Area's effectiveness. Therefore, the One-Stop Operator to a considerable extent, will be responsible for meeting the LWDA 70's performance measure goals.

PY2023 Performance Goals negotiated with Louisiana Workforce Commission

PERFORMANCE MEASURE

WIOA INDICATOR	ADULT	DISLOCATED WORKER	YOUTH
Employment Q2	73.0%	69.0%	62.0%
Employment Q4	70.0%	69.0%	61.7%
Median Earnings Q2	\$6,500	\$7,000	3,456
Credential	67.9%	78.0%	53.0%
Measurable Skill Gains	79.7%	75.0%	50.5%

ATTACHMENT D: BUDGET/PAYMENT SCHEDULE

I. NEGOTIATED PROVISIONS

Financial Management Standards

The SUB-RECIPIENT shall comply with fiscal management guidelines for allowable costs as established for all expenditures made under this Agreement for which reimbursement is to be sought. The SUB-RECIPIENT shall ensure that the financial management systems used for such expenditures will provide the necessary internal controls, accounting records and reporting systems to meet the prescribed standards. As a minimum, this would include the following:

1. Internal controls which provide for separation of duties such that no one individual has control over all aspects of any transaction.
2. Payroll accounting records which reflect hours worked, gross wages, payroll deductions and net wages must be maintained for each instructor.
3. All wages and/or payments made must be paid by check.
4. All payroll taxes must be accounted for and paid in a timely manner to the appropriate government agency.
5. Responsibility for authorizing expenditures and for making payments must be separated.
6. All expenditures must be supported by proper documentation. Supporting documents must be verified for completeness and accuracy prior to any payment by the AGENCY.
7. All invoices will be compared with the Agreement or other authorization document for propriety and validity prior to payment.
8. The SUB-RECIPIENT'S accounting procedures and internal financial controls shall conform to generally accepted accounting principles, The Coordinating and Development Corporation's fiscal policies and procedures and to the fiscal requirements of the Workforce Innovation and Opportunity Act.
9. Within forty-five (45) days of the termination of this Agreement, the SUB-RECIPIENT shall provide the AGENCY with a final close out report and/or final invoice for costs incurred.
10. Administrative costs are to be borne by the SUB-RECIPIENT.
11. All leveraged in-kind and stand-in costs and program income that directly relate to these Workforce Innovation and Opportunity Act funds must be documentable and must be reported when requested by the AGENCY.
12. Line item cost overrun must be approved in writing by the AGENCY and the total of the line items may not exceed the total contract budget.

III. BUDGET

Summary of Line Item Costs	WIOA Funds	Proposer Contributions (not required)	Total Costs
Personnel- Salaries (list positions)			
a) One Stop Operations Manager	\$ 59,012.00		\$ 59,012.00
Personnel - Fringe (list each fringe benefit separately)			
a) FICA	\$ 4,610.00		\$ 4,610.00
b) Unemployment	\$ 418.00		\$ 418.00
c) Worker's Compensation	\$ 30.00		\$ 30.00
d) Pension	\$ 904.00		\$ 904.00
e) Medical	\$ 10,303.00		\$ 10,303.00
f) Other Health Benefits	\$ 424.00		\$ 424.00
			\$
Travel	\$ 5,550.00		\$ 5,550.00
			\$ -
Telephone (Cell Phone)	\$ 240.00		\$ 240.00
Supplies	\$ 680.00		\$ 680.00
Other (list each item separately)			
a) Background Screen	\$ 30.00		\$ 30.00
b) Conference Fees	\$ 1,000.00		\$ 1,000.00
c) Licensing Fees	\$ 150.00		\$ 150.00
d) General Liability Insurance	\$ 1,294.00		\$ 1,294.00
e) Indirect Cost	\$ 12,110.00		\$ 12,110.00
Administrative, if applicable (Please list) *			
a) Senior Operations Director	\$ 1,245.00		\$ 1,245.00
TOTAL COSTS	\$ 98,000.00	\$	\$ 98,000.00

* Must be explained in Budget Narrative, should not exceed 3% of total cost.

e. Budget Narrative – Attachment C (2-page maximum)

Provide a budget narrative that justifies each proposed expense included on the budget form in terms of being necessary, allowable, and reasonable. Identify any in-kind resources/support for the service delivery system beyond what is requested in the budget. (Note: In-kind contributions are not required under this solicitation nor will it affect the points for the budget.) Describe how you will financially support the costs of doing business until an invoice can be submitted and paid by the WDB. No advance payment will be made. Indirect costs can only be charged to the contract if an approved indirect cost plan is included with the budget. Please provide a brief description of the internal controls of the agency..

Oct. 1, 2024- Sept. 30, 2025

Program Staff Salaries

Position Title	Annual Salary	Total Hours	Percent to Contract	Total Requested
Sr. Operations Director	\$123,600	21	1.01%	\$ 1,245
One Stop Manager	\$ 59,012	2088	100%	\$ 59,012

Total Staff Salaries \$60,257

Program Staff Benefits

(1) FICA is calculated at 7.65% times payroll that is subject to FICA taxes. If an employee has deductions from their check for qualifying health benefits, their taxable wages are reduced by that same amount.

(2) Unemployment – Eckerd Connects is self-insured for unemployment. The rate is set by a company that administers the unemployment program. The rate is .694% and is applied to actual payroll.

(3) Workers Compensation – The rate is an estimate based on the previous fiscal year’s actual workers compensation expenses as a percentage of the company’s projected total salaries for the upcoming year. This is considered a “provisional rate” and will be adjusted (if needed) in the middle of the fiscal year as actual expenses are incurred. The rate is .05% and is applied to actual payroll.

(4) Pension – The rate is an estimate based on the previous fiscal year’s actual retirement expenses as a percent of the company’s projected total salaries for the upcoming year. This is considered a “provisional rate” and will be adjusted (if needed) towards the end of the fiscal year as the actual employer contribution is calculated. The rate budgeted is 1.50% and is applied to actual payroll.

(5) Health Insurance –The health insurance rate is calculated based on the total number of employees electing coverage. The actual per employee per year rate is calculated as estimated total health claims and administrative expenses divided by the number of employees electing coverage. This is converted to a monthly amount and charged to each contract based on employees that have elected coverage. This is considered a “provisional amount” and will be adjusted as the actual expenses are incurred. The amount per employee per month is \$850. The monthly amount is multiplied by the Full Time Equivalent amount (FTE). To calculate the FTE, each month the total number of hours worked on a project by those employees who elect coverage is divided by the number of working hours that month.

(6) Also included here are Other Health Benefits that include costs of our EAP, Life Insurance and Short-Term Disability for all employees. The amount per employee per month is \$35. The monthly amount of \$35 is multiplied by the Full Time Equivalent amount (FTE).

(7) Paid Time Off (PTO): Eckerd provides paid time off (PTO) for respite, relaxation, and to attend to the health needs of themselves and their families. PTO is used for normally scheduled workdays that are not worked due to vacation, non-operational days, and personal or family illness

or accident. The number of PTO days granted to the employee is dependent upon their length of service. All new employees are provided 19 PTO days during the first year of employment. Eckerd also provides staff eleven (11) holidays annually.

Benefits total \$16,689 for the twelve-month period.

Total salaries and benefits are \$76,946 over this timeframe.

Staff Travel

Local staff is budgeted to travel approximately 348.25 miles per month and is reimbursed at \$0.67 cents per mile.

Other Travel is budgeted for conference travel for staff to attend the OSO conference and NAWDP. Conference travel is planned for staff (vehicle rental \$250, airfare \$750, lodging \$1,300/night x8, meals \$50/day x9).

Total local travel and other travel is \$5,550.

Operational (supplies, communication, etc.)

Staff Background Screening is planned for new hires at an average cost of \$250 each plus annual motor vehicle re-screens for existing staff at approximately \$30 each. Total is \$30

Conference Fees budgeted at \$250 for 1 staff to attend One Stop conference and \$750 for NAWDP. Total is \$1,000

Office Supplies are budgeted at \$680.

Licensing Fees for Adobe License is budgeted at \$150 per FTE.

Cell Phone expenses are planned at an average of \$22 / month per line which includes unlimited talk/text/data. Total is \$240.

General Liability Insurance is allocated based on a fixed percentage that is applied to the previous month's revenue. General professional liability insurance includes general liability, umbrella, professional liability, sexual abuse coverage, fidelity bond coverage, Director's & Officer's (D&O) coverage, cybersecurity and property insurance. Eckerd purchases this coverage in aggregate for our agency as a whole. General Professional Liability Insurance is calculated at 1.32% of revenue per Eckerd's cost allocation plan. Total liability insurance is \$1,294.

Indirect Costs: are budgeted at 14.10% of the Modified Total Direct Cost. The Modified Total Direct Costs are calculated as total expenses less expenses for equipment and property rent expense, client tuition, subcontractors over \$25,000 and some participant support costs (such as incentives, transportation, allowances and clothing). Total Indirect is \$12,110.

Total Operational is \$15,504.

Total Budget is \$98,000.

Eckerd maintains a robust system of internal accounting and administrative controls to 1) safeguard assets from waste, fraud, and inefficient use; 2) promote accuracy and reliability in the accounting records; 3) encourage and measure compliance with company policies; and 4) evaluate the efficiency of operations. Eckerd has segregated functions within the accounting department to deposit receipts, record receipts and reconcile bank statements and accounts receivable monthly. The accounting function is centralized with all receipts and disbursements controlled under our corporate accounting department. Eckerd is a financially strong organization with sufficient assets to cover our expenses for sixty days. Eckerd has a \$5 million line of credit that we can draw down if we experience delays in reimbursements.

f. Administrative Cost:

The cost of administration are the costs associated with the following functions:

Performing the following overall general administrative functions and coordination of those functions under Title I of WIOA:

- Accounting, budgeting, financial and cash management functions;
- Procurement and purchasing functions;
- Property management functions;
- Personnel management functions;
- Payroll functions;
- Coordinating resolution of findings arising from audits, reviews, investigations, incident reports;
- Audit functions;
- General legal services functions; and
- Fiscal agent responsibilities;
- Performing oversight and monitoring responsibilities related to WIOA administrative functions;
- Costs of goods and services required for administrative functions of the program, including goods and services such as rental or purchase of equipment, utilities, office supplies, postage, and rental and maintenance of office space;
- Travel costs incurred for official business in carrying out administrative activities or the overall management of the WIOA system; and
- Costs of information systems related to administrative functions (for example, personnel, procurement, purchasing, property management, accounting and payroll systems) including the purchase, systems development and operating costs of such systems.

Activities can be administrative, programmatic, or both. Awards to subrecipients or contractors that are solely for performance of administrative functions are classified as administrative costs.

Personnel and related non-personnel costs of staff that perform both administrative functions specified in 20 CFR § 683.215(b) (the bulleted list above) and programmatic services or activities must be allocated as administrative or program costs benefitting cost objectives/categories based on documented distributions of actual time worked or other equitable cost allocation methods. Specific costs charged to an overhead or indirect cost pool that can be identified directly as a program cost are charged as a program cost. Documentation of such charges must be maintained. These charges are most commonly found on invoices and accounts payable documents.

Except for awards to recipients or contractors that are solely for the performance of administrative functions, all costs incurred for functions and activities of subrecipients (other than a subrecipient appointed pursuant to 107(d)(12)(B)(i)(II)) and contractors are program costs.

Continuous improvement activities are charged to the administration or program category based on the purpose or nature of the activity to be improved.

3 WIOA Sec. 3(1), 20 CFR §683.215(a)

4 20 CFR § 683.215(b)

5 20 CFR § 683.215(c)(1)

IV. Budget Narrative

Please see the budget narrative that was provided in the "Proposal" attached.

V. Staffing Schedule

Title/ Position	Staff Name	Years in Position	Degree(s) Earned	Position (FTE) Required	Annual Salary	Total Salary
Senior Operations Director	Keidrian Kunkel	5	BA	1 at 1%	\$123,600	\$1,236
One Stop Manager	Robin Berry	3	BA	1 at 100%	\$59,012	\$59,012

ATTACHMENT E: EXHIBITS

INVOICE PAYMENT SCHEDULE

SUBSUB-RECIPIENT:
CONTRACT NO:

DATE:

COST CATEGORY	BUDGET	FUNDS EXPENDED THIS INVOICE	FUNDS EXPENDED CUMM. TO DATE	BALANCE OF BUDGET REMAINING
Salaries				
Fringe				
Communications				
Facilities Rent				
Facilities Maintenance				
Consumable Materials & Supplies				
Consumable Instructional Materials				
Equipment Lease				
Contractual Services				
Tuition				
Transportation				
Travel				
Equipment				
Other				
Other				
Other				
TOTAL				
In-Kind Contribution:				
Rent				
Facilities				
Maintenance				
Other				
Total				

I certify, to the best of my knowledge, that all amounts invoiced, and documentation attached is true, accurate and in compliance with the terms of this contract.

Fiscal Officer/Comptroller

Date/Exhibit 1

ATTACHMENT E: EXHIBIT 2

CONTRACT DATA AND CONTACT INFORMATION

The Agreement for CONTRACT #: PY 2024-2028 is entered into between The Seventh Planning District Consortium Workforce Development Board as known as The Coordinating and Development Corporation, hereinafter referred to as AGENCY and Eckerd Youth Alternatives, Inc, hereinafter referred to as the "Subrecipient":

Agency Name: The Coordinating and Development Corporation

Address: 4000 Viking Drive, Suite A1,
Bossier City, LA 71111
Federal Tax ID No.: 72-0651120
DUNS#: GELWM131Z2P1
Contact Person: Candle Sattler
Title: Director
Telephone: 318-632-2022
Fax: 318-632-2099
E-mail address: csattler@cdonline.org

Subrecipient Name: Eckerd Youth Alternatives, Inc.

Address: 100 N. Starcrest Drive
Clearwater, FL 33765
Federal Tax ID No.: 59-2551416
DUNS#: 080681158
Contact Person: Ellyn Evans
Title: VP, Finance
Telephone: 727-461-2990
Fax: 727-443-1915
E-mail address: evanse@eckerd.org

FUNDING INFORMATION REGARDING SUBAWARD GRANT AGREEMENT:

The Agreement for CONTRACT PO# 2000870749 is entered into between the LWC, Office of Workforce Development, and the Local Subaward Grant Recipient.

Funding Source: U.S. Department of Labor, Employment and Training Administration
Federal Award Identification Number (FAIN):
24A55AY000103 Youth Program Activities (Fed. Award Date-06/21/2024)
24A55AT000089 Adult Program Activities (Fed. Award Date -07/12/2024)
24A55AW000080 Dislocated Worker Program (Fed. Award Date – 07/23/2024)

Total Amount of Federal Funds Obligated to Subrecipient: \$3,335,014
Total Amount of the Federal Award: Youth: \$12,966,041; Adult: \$12,836,147; Dislocated Worker: \$14,645,250

Catalog of Federal Domestic Assistance (CFDA) Numbers and Name:
17.259 – WIA/WIOA Youth Activities; 17.258 – WIA/WIOA Adult Activities; 17.278 – WIA/WIOA Dislocated Worker Activities
Is this Agreement for R & D? Yes X No

CONTACT PERSON: Rufus Nwogu, Ph. D

Subrecipient Name: Red River Parish Police Jury
Address: P. O. Drawer 709

Coushatta, LA 71019-0709
Federal Tax ID No.: 72-6001174
DUNS#: T8YUZQHJC2X5
Contact Person: Tray Murray
Title: President
Telephone: 318-932-5719
Fax: 318-932-5080
E-mail address: tray.murray.pocn@statefarm.com

The Fiscal Agent appointed by the Subrecipient:

Fiscal Agent: The Coordinating and Development Corporation
Address: 4000 Viking Drive, Suite A1,
Bossier City, LA 71111
Federal Tax ID No.: 72-0651120
DUNS#: GELWM131Z2P1
Contact Person: Candle Sattler
Title: Director
Telephone: 318-632-2022
Fax: 318-632-2099
E-mail address: csattler@cdconline.org