

# 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, Interim Director of Workforce Development

## SEVENTH PLANNING DISTRICT CONSORTIUM WORKFORCE DEVELOPMENT BOARD CONTRACT #: PY 2020-2021 ONE-STOP OPERATOR CONTRACT FOR TRAINING

### 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 CONTRACTOR, 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, 2020 and shall be completed no later than September 30, 2021. 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:

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- IV. Staffing Schedule

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cdconline.org

Bienville Parish  
2434 Manning St.  
Ringgold, LA 71068  
(318) 884-9173

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

Caddo Parish  
125 E. Louisiana Ave.  
Vivian, LA 71082  
(318) 676-5721

Claiborne Parish  
507 W. Main St.  
Homer, LA 71040  
(318) 927-3338

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

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

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

Red River Parish  
615 E. Carroll St., 3rd Floor  
Coushatta, LA 71019  
(318) 932-9570

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

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



### American Job Center Locations

A proud partner of the  American Job Center network

EQUAL OPPORTUNITY EMPLOYER/PROGRAM AUXILIARY AIDS AND SERVICES ARE AVAILABLE UPON REQUEST TO INDIVIDUALS WITH DISABILITIES.

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 CONTRACTOR signatory authority prior to implementation of this Agreement.

Name of Authorized Signatures

J. Anthony Van Slyke, Chief Financial Officer

Matt Wheeler, Chairperson

CONTRACTOR  
TITLE

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 Contractor 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 Contractor 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 Contractor must be able to demonstrate that they are fiscally solvent.
5. The Contractor 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

  
 \_\_\_\_\_  
 Authorized Signature 10/7/2020  
Date

J. Anthony Van Slyke, Chief Financial Officer  
 \_\_\_\_\_  
 Name and Title of Authorized Representative

**CERTIFICATE OF AUTHORITY**

I, J. Anthony Van Slyke, certify that I am the Eckerd Youth Alternatives, Inc. , of the corporation, committee, commission, association, or governmental entity named as CONTRACTOR herein; J. Anthony Van Slyke signed this contract and will sign amendments to it on behalf of the CONTRACTOR, who is the Chief Financial Officer 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

 10/7/2020  
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 CONTRACTOR must have sufficient information concerning the system of accounting used and the entity directly responsible for maintaining the system to assure compliance with the Act. The following information is provided by the CONTRACTOR 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 CONTRACTOR?

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 CONTRACTOR.

\_\_\_\_\_  
Signature of CONTRACTOR'S Contracting Officer

10/7/2020  
\_\_\_\_\_  
Date

J. Anthony Van Slyke  
\_\_\_\_\_  
Typed Name

Chief Financial Officer  
\_\_\_\_\_  
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 (l)(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

10/7/2020

Date

J. Anthony Van Slyke, Chief Financial Officer  
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.

<u>Eckerd Youth Alternatives, Inc.</u>		
Grantee/Subrecipient Organization		
<u>J. Anthony Van Slyke, Chief Financial Officer</u>		<u>10/7/2020</u>
Name of Certifying Official	Signature	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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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.

Name of Organization

100 N. Starcrest Drive, FL, 33765

Place of Performance (Street Address, City, Parish, State, and Zip Code)

J. Anthony Van Slyke, Chief Financial Officer

Name of Certifying Official



Signature

10/7/2020

Date



## **ATTACHMENT B: GENERAL PROVISIONS**

### **I. CONTRACTOR OBLIGATIONS**

#### **A. Legal Authority**

The CONTRACTOR 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 CONTRACTOR agency to the terms of this Agreement and any subsequent amendments hereto.

#### **B. Applicable Laws**

The CONTRACTOR 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 CONTRACTOR with appropriate source locations for procurement of the Act and Regulations.

#### **C. Changes/Amendments**

The CONTRACTOR 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 CONTRACTOR shall notify the AGENCY in writing within fourteen (14) calendar days of such receipt if it cannot or will not so comply. The CONTRACTOR understands that inability to so comply may be cause for initiation of procedures to terminate this Agreement.

#### **D. Fiscal Responsibilities**

- D.1** The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR's services.
- D.3** Any change in line item expenditures, including transfers in the approved budget amounts, must be requested in writing by the CONTRACTOR 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 CONTRACTOR shall not request funds in advance and will not maintain any grant funds on hand under this Agreement.
- D.5 **The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR.
- D.7 The CONTRACTOR agrees that all costs beyond the approved budget amount associated with this Agreement incurred by the CONTRACTOR will be donated and/or paid by the CONTRACTOR with non-Workforce Innovation and Opportunity Act funds.
- D.8 The CONTRACTOR'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 CONTRACTOR in the contract proposal, the AGENCY reserves the right to renegotiate the contract or to disallow and collect funds obtained by the CONTRACTOR due to false or negligently submitted pricing data. The CONTRACTOR 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 CONTRACTOR will create, update and maintain social media pages for LWDA 70 American Job Centers.
- E.2 The CONTRACTOR 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 CONTRACTOR will route customer complaints to appropriate partner agency when necessary.
- E.4 The CONTRACTOR will act as point of contact to facilitates communication amongst partner agencies, engage partner agencies in center operations.
- E.5 The CONTRACTOR will 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 CONTRACTOR 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 CONTRACTOR shall provide to the Workforce Development Board a Report at its quarterly meeting; WDB will establish guidelines. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall maintain all pertinent records until such date as the CONTRACTOR receives expressed written permission to destroy such records from the AGENCY.
- G.2 The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR.
- 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 CONTRACTOR and the AGENCY, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR agrees that payments are predicated upon properly documented program costs delivered by the CONTRACTOR in accordance with the Payment Invoice Schedule attached hereto and made a part of this Agreement. **G.2** All payments for performance rendered under this Agreement are subject to audit. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR. 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 CONTRACTOR shall so notify the AGENCY in writing immediately. The AGENCY shall make reasonable efforts to provide technical assistance upon the CONTRACTOR'S request, but such efforts by the AGENCY shall not release the CONTRACTOR from meeting its contractual obligations under this Agreement.

#### **J. Insurance**

**J.1** The CONTRACTOR 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 CONTRACTOR which may arise as a result of the acts of any of its personnel in the performance of its obligations under this Agreement. The CONTRACTOR 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 CONTRACTOR in the conduct of all activities under this Agreement.
- K.2** The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR.
- K.3** The AGENCY shall have the authority to examine the books and records used by the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR has expended funds which are questioned under the criteria set forth herein, the CONTRACTOR 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.
- K.6** The CONTRACTOR 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 CONTRACTOR 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

CONTRACTOR (or its subcontractor, if applicable) which are directly pertinent to charges to the program.

The CONTRACTOR 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 CONTRACTOR (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 CONTRACTOR of suitable workspace for such monitoring, inspection, audit, or investigation to be conducted.

**L. Dispute Resolution**

- L.1** The CONTRACTOR agrees to use administrative process and negotiation in attempting to resolve disputes arising from this Agreement. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR agrees to notify the AGENCY within twenty-four (24) hours of such occurrence.
- M.2** The CONTRACTOR assurance of onsite medical and accident insurance does not preclude the CONTRACTOR from providing written notification of such incident within twenty-four (24) hours of such occurrence. Theft or damage to property on loan to the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR assures and certifies that it will maintain and abide by Federal and State and local Equal Opportunity Policies. The CONTRACTOR assures and certifies that it will provide equal opportunity to applicants, participants and the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'S non-compliance with established policies, or any act of discrimination committed by the CONTRACTOR, 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 CONTRACTOR agrees to enforce Section 3 of the Military Selective Service Act.
- O.2** The CONTRACTOR agrees to use available appropriate labor market analysis to ensure a systematic assessment of labor market needs. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR assures that all Federal, State and local taxes have been paid current and the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR.
- P.3** The CONTRACTOR recognizes and assures that no program under the Act may involve political activities.
- P.4** Contract administered in an Impartial Manner: The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subrecipient or supplier.

**Q. Availability of Funds**

The CONTRACTOR 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 Contractor**

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

responsible for the employee payrolls, taxes and claims arising there from.

- R.2** As an independent contractor, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR in fulfilling its obligations under this Agreement. Planned performance schedules as negotiated with the CONTRACTOR and included as an Attachment to this Agreement shall be monitored. Under-performance shall constitute the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment and other items. The CONTRACTOR shall exercise all reasonable diligence to accomplish the cancellation or diversion of all outstanding commitments. With respect to such canceled commitments, the CONTRACTOR 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 CONTRACTOR, the AGENCY shall retain all records related to the services provided in this

Agreement if the CONTRACTOR is not able to insure the secure keeping of such records. The AGENCY's retention of records, in the event the CONTRACTOR is unable to retain said records, shall not relieve the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 contractor 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR under this contract. Upon written request, the CONTRACTOR shall transfer all pertinent information, specification and right, title and interest to the designated agency.

The CONTRACTOR 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 CONTRACTOR fails to disclose such invention, document, program, or data. The license is transferable by the CONTRACTOR only with the approval of the agency obtaining title, except when transferred to the successor of the CONTRACTOR.

Where the AGENCY, LWC, and USDOL decline to request the transfer of right, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR:

- 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 Centers and their services;
- Ensure each Center partner abides by their Memorandum of Understanding (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**

- Establish and maintain key relationship with workforce partners;
- Coordinate with partners, the implementation of quality and continuous; 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 system 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 Center(s); including minimum standards for referral, follow-up requirements, and documentation of referral outcomes;
- Work with Center partners to create and maintain a Resource Guide of relevant sources of assistance in the community to be used by Center staff, job seekers, and our partners.
- Ensure 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.

### **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  
(Negotiated with LWC September 28, 2020)**

<b>Adult</b>	<b>Program Year 2020-2021</b>
Entered Employment Rate, 2nd Quarter After Exit	72%
Entered Employment Rate, 4th Quarter After Exit	70%
Median Earnings, 2nd Quarter After Exit	\$6,060
Credential Attainment	67.5%
Measurable Skills Gain	60%
<b>Dislocated Worker</b>	
Entered Employment Rate, 2nd Quarter After Exit	78%
Entered Employment Rate, 4th Quarter After Exit	75%
Median Earnings, 2nd Quarter After Exit	\$7,800
Credential Attainment	71%
Measurable Skills Gain	61.4%
<b>Youth</b>	
Entered Employment Rate, 2nd Quarter After Exit	60%
Entered Employment Rate, 4th Quarter After Exit	50%
Median Earnings, 2nd Quarter After Exit	\$5,000
Credential Attainment	60%
Measurable Skills Gain	45%
<b>Wagner-Peyser</b>	
Entered Education/Employment Rate, 2nd Quarter After Exit	61%
Entered Education/Employment Rate, 4th Quarter After Exit	63%
Median Earnings, 2nd Quarter After Exit	\$4,700

## **ATTACHMENT D: BUDGET/PAYMENT SCHEDULE**

### **I. NEGOTIATED PROVISIONS**

#### **Financial Management Standards**

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR.
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
<b>Personnel- Salaries (list positions)</b>			
a) VP, Operations	\$ 761.54		\$ 761.54
b) Senior Operations Director	\$ 5,997.80		\$ 5,997.80
c) Fiscal Support	\$ 1,836.00		\$ 1,836.00
d) One Stop Operations Manager	\$ 55,572.96		\$ 55,572.96
<b>Personnel - Fringe (list each fringe benefit separately)</b>			
a) FICA	\$ 4,908.88		\$ 4,908.88
b) Unemployment	\$ 385.01		\$ 385.01
c) Worker's Compensation	\$ 481.26		\$ 481.26
d) Pension	\$ 1,411.70		\$ 1,411.70
e) Medical	\$ 8,364.15		\$ 8,364.15
f) Other Health Benefits	\$ 390.23		\$ 390.23
			\$ -
Travel	\$ 3,860.00		\$ 3,860.00
			\$ -
Telephone (Cell Phone)	\$ 720.00		\$ 720.00
			\$ -
Supplies			\$ -
			\$ -
<b>Other (list each item separately)</b>			
a) General Liability Insurance	\$ 588.00		\$ 588.00
b) Indirect Cost	\$ 12,522.46		\$ 12,522.46
c) Staff Background Screening	\$ 200.00		\$ 200.00
<b>Administrative, if applicable (Please list) *</b>			
a)			
<b>TOTAL COSTS</b>	<b>\$ 98,000.00</b>	<b>\$ -</b>	<b>\$ 98,000.00</b>

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

#### IV. Budget Narrative

Personnel salaries are budgeted for two of Eckerd Connects' oversight staff and operational team. The VP of Operations and Senior Operations Director are responsible for program implementation, execution, and training. Their time is minimally budgeted, as they also are responsible for oversight of other projects in different areas. A small allotment for Eckerd's billing team is included for their efforts required to produce the monthly invoice, along with all requested back up documents and reports. Lastly, one full time one stop manager is included to be on-site and conduct day to day operations.

Fringe benefits are included as follows: FICA- 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. Unemployment - Eckerd Connects is self-insured for unemployment. The rate for FY21 is .60% and is applied to actual payroll. Workers Compensation -The rate is an estimate based on the prior fiscal year's actual workers compensation expenses as a percentage of the company's projected total salaries for the upcoming year. The rate for FY21 is .75% and is applied to actual payroll. Retirement - The rate is an estimate based on the prior fiscal year's actual retirement expenses as a percent of the company's projected total salaries for the upcoming year. The rate for FY21 is 2.2% and is applied to actual payroll. Health Insurance - Eckerd Connects is self-insured for health insurance. The health insurance rate is calculated based on the total number of employees electing health coverage. The actual per employee per year rate is calculated as the estimated total health insurance claims and administrative expenses divided by the total number of employees electing health coverage. The amount per employee per month for FY21 is \$800. The monthly amount of \$800 is multiplied by the Full Time Equivalent amount (FTE). Other Employee Benefits: This includes the cost of our EAP, Life Insurance and Short-Term Disability for all employees. The amount per employee per month for FY21 is \$30. The monthly amount of \$30 is multiplied by the Full Time Equivalent amount (FTE).

Travel is budgeted both for the local manager to visit each of the multiple locations as well as for oversight staff to make one trip to the location for set-up and training. The mileage is budgeted at \$.575 cents per mile, average of 400 miles/ month, for a total of \$2,760. Oversight travel is budgeted: airfare (\$500), lodging (\$100/night \* 2 nights), meals (\$50/day \* 3 days), other incidentals \$100, and vehicle rental \$150.

Cell phone costs of \$60/ month are budgeted for the manager.

Eckerd Connects is self-insured for general liability insurance and does not pay a traditional premium on a monthly basis. General Liability Insurance is allocated based on a fixed percentage that is applied to the previous month's revenue. The fixed percentage is determined by weighting the different classes of programs based on risk factor. The rate for FY21 is .60% dis applied to actual revenue.

The approved indirect cost rate is charged using the Modified Total Direct Cost method under the federal Uniform Guidance requirements. 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). The approved indirect rate is then applied to the modified total expenses. The federally approved provisional rate for FY21 is 14.65%.

One staff background check is budgeted for the hiring of the manager@ \$200 average cost.

Eckerd is a financially strong organization that can support the costs of doing business until we receive payment from WDB-70. Eckerd has sufficient cash balances and maintains a line of credit to use if needed. Eckerd would not require an advance of funds.

We have attached our approved federal indirect cost rate letter from our cognizant agency, the Department of Health and Human Services.

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 built effective systems for fiscal tracking and continues to refine them through operation of more than 120 contracted programs throughout the country. We have an array of contract vehicles which include cost reimbursement, fixed priced and performance-based measures. Our team of operations and fiscal staff work together to review monthly financial tracking reports, invoices and FTE time to ensure accurate billing and tracking. Eckerd continually assesses the required systems to ensure the tools are updated to meet outcomes.

Eckerd follows all General Accepted Accounting Principles as well as guidelines established in the Uniform Guidance Administrative Requirements, Cost Principles and Audit Requirements for federal awards. Our financial reporting and accounting system ensure appropriate utilization of diversified funding and accurate, timely reporting. Our cost allocation plan complies with standards outlined in Title 2 US. Code of Federal Regulations Part 200. Procedures ensure adequate segregation of responsibilities for 1) initiation or approval of transactions, 2) custody of assets, and 3) record keeping. An organization-wide audit is conducted annually in accordance with OMB Circular A-133 requirements.

#### 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 the resolution of findings arising from audits, reviews, investigations, and 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 the 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 to be 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.

**V. Staffing Schedule**

<b>Title/ Position</b>	<b>Staff Name</b>	<b>Years in Position</b>	<b>Degree(s) Earned</b>	<b>Position (FTE) Required</b>	<b>Annual Salary</b>	<b>Total Salary</b>
VP, Operations	Jonathan Zeigler	2.5	AA- Organizational Leadership  BA- Organizational Leadership (in progress)	.58%	\$132,000	\$762
Senior Operations Director	Tammy Aguilera	1.5	AA - Business administration	5%	\$130,000	\$5,998
Fiscal Support	Lauren Lewis	9	BS - Accounting	3%	\$55,573	\$1,836
One Stop Operations Manager	TBD	<i>N/A</i>	TBD, prefer Bachelor' Degree in social services, counseling, or business	100%	\$55,573	\$55,573



**ATTACHMENT E: EXHIBITS**

**INVOICE PAYMENT SCHEDULE**

SUBCONTRACTOR:  
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				
<b>Total</b>				

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

**Paxen**  
**Balance Sheet (Unaudited)**  
**As of August 31, 2020**

**ASSETS**

**Current Assets**

Cash	2,206,157
Contract Receivable	488,222
Other Receivables	(101,817)
Prepaid Expenses	10,509
<b>Total Current Assets</b>	<u>2,603,071</u>

**Non-Current Assets**

Goodwill	909,293
Deposits	12,185
Other Assets	-
<b>Total Non-Current Assets</b>	<u>921,478</u>

<b>TOTAL ASSETS</b>	<u><u>3,524,549</u></u>
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**LIABILITIES**

Accounts Payable	(4,557)
Other Liabilities	31,772
<b>TOTAL LIABILITIES</b>	<u>27,215</u>

<b>NET ASSETS</b>	<u>3,497,334</u>
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<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u><u>3,524,549</u></u>
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