

**CONTRACT BETWEEN WORKFORCE ESCAROSA, INC. dba CAREERSOURCE ESCAROSA AND THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM SNAP #2015-2016-01, FROM JANUARY 1, 2016 – JUNE 30, 2016**

**WHEREAS**, Workforce Escarosa, Inc. (Escarosa), a non-profit Corporation, dba CareerSource Escarosa, is chartered as the local Workforce Development Board and is charged with the overall duties and responsibilities for the administration of Supplemental Nutrition Assistance Program (SNAP) for Region 1, and is in need of certain services more specifically hereafter described; and

**WHEREAS**, the Escambia County Board of County Commissioners, Department of Neighborhood and Human Services, Community Services Division (BCC), through the administration of the Food Stamp Employment and Training Program (FSET) has heretofore demonstrated its ability to provide such services in accordance with the terms and provisions that hereafter follow;

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

**I. STATEMENT OF WORK**

A. The BCC shall provide the following services and outcomes which shall be in compliance with SNAP funded services, as required by the U.S. Department of Agriculture (USDA) and the Department of Economic Opportunity (DEO), to wit:

1. Provide staff for Job Development/Case Management services, in support of the following:
  - a) The Escarosa Career Center on “L” Street and the Milton Career Center are routinely open to the public between 7:30 a.m. and 4:30 p.m. Monday through Friday, less State-celebrated holidays. Circumstances occasionally require extended business hours and/or weekend operations. The BCC will provide SNAP staff to the career centers and shall be co-located in the centers (except for official county holidays) during normal business hours and extended hours.
  - b) Provide case management and counseling services to SNAP Able-Bodied Adults Without Dependents (ABAWD) participants who have been determined mandatory for SNAP activities by the Department of Children and Family Services (DCF). Services will include, but are not limited to, career counseling, identifying barriers to employment, educational/skills assessments, community work experience, follow-up services, various employability skills

components and other related services which will assist the participant in meeting required work participation hours.

- c) Provide weekly, monthly or quarterly reports – as required by Workforce Escarosa, regarding SNAP participant activities progress and outcomes. Reports may include, but are not limited to, the following types of information: numbers served, numbers employed, successes, and other items as required by the State Workforce Florida, Inc., Department of Economic Opportunity (DEO), or local Regional Workforce Board (RWB).
  - d) Insure collection and maintenance of data to support SNAP activities, participant contact, state management information system data entries, support services rendered, and periodic reports as required by Workforce Escarosa.
  - e) Provide all fiscal controls necessary to insure expenditures are in line with federal, state and local policies and procedures.
  - f) Document via counseling notes participant contact, progress achieved, participation in assigned activities, and problems encountered.
  - g) Compile, implement, and update of the Individual Service Strategy (ISS) for participants who are required to participate.
  - h) Identify needs for specialized assessments or other required skills assessments and referrals for SNAP services. This may include parenting, personal finance, employability skills, life management skills classes/workshops.
  - i) Career counseling regarding the local labor market, skill levels, educational levels, job duties required for employment, etc.
  - j) Provide Job development, search and placement assistance for SNAP participants who choose to participate.
2. All staff involved in providing services under this contract must be qualified and knowledgeable of SNAP laws and regulations and must be able to apply procedures and guidelines in day-to-day operations.
  3. All services must be in compliance with the Florida Department of Economic Opportunities' SNAP State Plan and in accordance with Local Plan Operational Procedures.

## II. METHOD AND TIME PAYMENT

- A. Escarosa shall pay an aggregate amount not to exceed \$73,000.00 as shown on the copy of the budget summary hereto attached and made a part of this contract. If during the term of the contract, BCC determines that submitted line-items need to be adjusted, then these adjustments may be made if prior written approval is obtained from Escarosa. The total amount allowed of \$73,000.00 cannot be over expended.
- B. The amount of \$73,000.00 may be reduced or increased dependent upon final allocation, availability of funds, and increases/decreases in SNAP case loads.

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

- C. Documentation for reimbursement shall include an invoice and the following:
  - 1. Salaries/Fringes: Documentation of rate of pay and payment for positions identified in budget summary.
  - 2. Staff Travel: Documentation of mileage and/or travel expenses and payment.
  - 3. Escarosa "Personnel Activity Reports" for each staff member charging time to the contract.
- D. Reimbursements shall be made to the BCC in a timely manner in accordance with Escarosa's standard accounting procedures.
- E. BCC shall submit its invoices for payment of the funds payable under this contract to Escarosa and shall provide such reports and other information as Escarosa may require to fulfill its duties as Administrative/Fiscal Entity.
- F. In order to insure funds are not lost to the region, contract expenditures will be reviewed during the mid-contracting period. If expenditures are below 50% at this point in time, Escarosa will contact the contractor to determine why the contract is under-spent. If after consultation with the contractor it is determined that the full contract amount will not be expended, a recommendation may be made to the Escarosa Finance Committee that the funds not to be expended be deobligated for use elsewhere.
- G. Funding for the SNAP Program is from U. S. Department of Agriculture, CFDA # 10.551.

**Note: All of the above expenses must be for services provided by this contract for SNAP participants.**

### III. COMPENSATION AND TIME PERIOD

This contract shall become effective on January 1, 2016, regardless of the date of execution by and between Escarosa and BCC, and shall continue to midnight, June 30, 2016.

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

### IV. PUBLIC RECORDS

This contract is subject to termination for BCC refusal to comply with Chapter 119, Florida Statutes, the Public Record Law.

### V. MODIFICATION UNILATERALLY

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

### VI. EQUAL OPPORTUNITY

As a condition to the award of financial assistance under SNAP from the State of Florida with respect to operation of the SNAP funded program or activity and all agreements or arrangements to carry out the SNAP funded program or activity, BCC will comply fully with the nondiscrimination and equal opportunity provisions of the Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, The Age Discrimination Act of 1975, as amended, The American with Disabilities Act of 1990; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

### VII. PROVISIONS AGAINST ASSIGNMENT

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

### VIII. FUNDING

If the SNAP funds anticipated to be received by Escarosa, under which this contract is funded, are suspended or terminated in whole or changes in part, the corresponding funding for this contract shall be suspended or terminated in whole or in part. Unearned payments under this contract may be suspended or terminated upon refusal by BCC to accept additional conditions that may be

imposed by Escarosa at any time. BCC understands that substantial alteration to funding and/or program aspects of this contract may be required as a result of changes in the enabling legislation and/or related funding allocations.

**IX. TOTAL AMOUNT ALLOWABLE UNDER THIS CONTACT**

The total amount of funds accessible by BCC under this contract is \$73,000.00 payable only upon receipt of stipulated items in Section II of this contract.

**X. TYPE OF CONTRACT**

This is a line-item cost reimbursement contract whereby funding provided will be charged to direct program services.

**XI. CONTRACT LIABILITIES AND INDEMNIFICATION**

The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other Party. The Parties, agree to be fully responsible for their negligent acts or omissions or tortuous acts which result in claims or suits against the other Party, and the Parties agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver or sovereign immunity as defined in Section 768.28, Florida Statutes, by the County, and nothing herein shall be construed as consent by them to be sued by third parties in any matter arising out of this Agreement.

**XII. INSURANCE**

BCC shall provide comprehensive general liability insurance covering BCC and any services or activities to be provided by BCC under this contract.

**XIII. TERMINATION FOR CONVENIENCE**

Either party may terminate this contract for convenience by giving the other 30 days written notice prior to the effective date of termination. The termination notice must be in writing and signed by the authorized agent of the terminating party. During the interim between the notice of termination and date of termination Escarosa will pay only those costs incurred pursuant to normal operations as set out in the contract between the two parties.

**TERMINATION FOR CAUSE**

If BCC fails to fulfill in a timely manner its obligations under this contract, or if BCC violates any of the covenants, agreements, or stipulations of this contract, Escarosa thereupon has the right at its option to deobligate funds or terminate this contract by giving written notice to BCC of termination or deobligation and specifying the effective date of such action.

#### XIV. PROPERTY/EQUIPMENT CLAUSE

The purchase of property/equipment is not allowed under this contract.

#### XV. MAINTENANCE OF EFFORT

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

#### XVI. CONFLICT OF INTEREST

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

#### XVII. COMPLIANCE WITH STATE/FEDERAL LEGISLATION

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

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

#### XVIII. ACCOUNTING STANDARDS

BCC shall establish and maintain an auditable system, in accordance with recognized accounting practices.

In the event that the books and records used by the contractor, as determined in the monitoring or the audit report in accounting for expenses incurred under this agreement, do not meet the minimum standards of accepted accounting

practices and records management of the administrative entity, Escarosa reserves the right to withhold any or all its funding until such time as standards are met. The administrative entity may withhold payment due under a later agreement to offset disallowed costs identified under an earlier agreement.

#### XIX. AUDITS RIGHT CLAUSE

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

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

#### XX. RESOLUTION OF COMPLAINT

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

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

#### XXI. MAINTENANCE OF RECORDS

All records pertinent to this agreement, including financial, participant, statistical, audit and property, supporting documentation, shall be retained for a period of five (5) years from the date of submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. Client records shall be returned to Escarosa at the end of the contract for maintenance and storage.

RECORD'S ACCESSIBILITY

Escarosa, Workforce Florida, Inc. (WFI), Department of Economic Opportunity (DEO), Department of Agriculture, and/or United States' duly authorized personnel have the right to access, examine, and make excerpts, copies or transcripts from all records pertaining to this contract, both fiscal and programmatic, at any time during the course of this contract or during the required retention period or as long as the records are retained, whichever is later.

XXII. TRANSFER OF RECORDS

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

XXIII. SUB-AGREEMENTS

Sub-agreements are not applicable.

XXIV. DEFINITIONS AND ACRONYMS

ABAWD	Able-bodied Adult without Dependents
BCC	Escambia County Board of County Commissioners
CONTRACTOR	Escambia County Board of County Commissioners
DCF	Florida Department of Children and Families
DEO	Florida Department of Economic Opportunity
ESCAROSA	Workforce Escarosa, Inc./CareerSource Escarosa
FSET	Food Stamp Employment and Training
ISS	Individual Service Strategy
SNAP	Supplemental Nutrition Assistance Program
USDA	United States Department of Agriculture
WFI	Workforce Florida, Inc./CareerSource Florida

XXV. PERFORMANCE STANDARDS

Currently, there are no required performance standards; however, the BCC shall comply with program components stipulated by DEO and CareerSource Escarosa.

Should the state or federal government delete, add or change performance standards, any contract awarded will be modified to reflect those new state/federal performance requirements.



XXVI. DISALLOWED COSTS

Should disallowed costs be confirmed as determined by Escarosa, State, or Federal monitors, Escarosa will require BCC to reimburse Escarosa for those costs.

XXVII. PROGRAM INCOME

This section is not applicable under this contract.

XXVIII. NOTICE AND CONTRACT

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

Susan B. Nelms  
Executive Director  
Workforce Escarosa, Inc.  
3670 North "L" Street, 2<sup>nd</sup> Floor  
Pensacola, FL 32505  
Phone: (850) 473-0939  
FAX: (850) 473-0935

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

Tonya Gant  
Department of Neighborhood & Human Services  
221 Palafox Place  
Pensacola, FL 32502  
Phone: (850) 595-3123  
FAX: (850) 595-4431

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

XXIX. SPONSORSHIP

When sponsoring a program financed wholly or in part by SNAP dollars, including funds obtained through this contract, the service provider assures that all notices, informational pamphlets, research reports, press releases, advertisements, descriptions of the sponsorship of the program and similar public notices prepared and released by the service provider shall include the statement "Sponsored by Escambia County Board of County Commissioners and CareerSource Escarosa" If the sponsorship reference is in written material, the

words CareerSource Escarosa shall appear in the same size letters or type as the name of the organization.

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

XXX. PROCUREMENT OF SUPPLIES

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

XXXI. ATTACHMENTS

Attachments listed below, previously signed, are hereby incorporated and made a part of this contract:

- \*Budget Summary
- \*Anti-Lobbying Statement
- \*Civil Rights Act Statement
- \*Debarment, Suspension, and Other Responsibility Matters
- \*Sworn Statements of Public Entity Crimes
- \*American with Disabilities Act Facilities Assurance
- \*Drug Free Workplace
- \*Grievance Procedure Form

XXXII. ANTI-LOBBYING

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

XXXIII. COPYRIGHT STATEMENT

A. Contracting Agency shall have unlimited rights in:

1. Data first produced in the performance of this contract;
2. Form, fit, and function data delivered under this contract;
3. Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

4. All other data delivered under this contract.

B. Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract.

XXXIV. CLEAN AIR ACT

The Contractor assures Escarosa that it shall comply with all applicable standards, orders, or requirements issued under Section 300 and 508 of the Clean Air Act, Executive Order 11738, and Environmental Protection Agency requirements.

XXXV. FLORIDA ENERGY POLICY AND CONSERVATION ACT

The BCC shall be familiar with and – where applicable – adhere with mandatory standards and policies relating to energy efficiency as discussed in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Florida Statute 366.80 - 366.85 and 403.519, while engaged in CWEP activities and under contract Workforce Escarosa.

XXXVI. PATENT RIGHTS CLAUSE

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

XXXVII. SECTARIAN ACTIVITIES

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

XXXVIII. CORRESPONDENCE/LETTERHEAD CLAUSE

All correspondence issued by the subcontractor to participants in the program must be pre-approved by the Escarosa Executive Director. Correspondence must be on Escarosa Career Center letterhead, which will be supplied by Escarosa to the subcontractor.

XXXIX. DAVID BACON ACT AS Amended. (40 U.S.C. 3141-3148)

This section is not applicable under this contract.

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

This section is not applicable under this contract.

XLI. SARBANES-OXLEY ACT OF 2002

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

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

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

XXXIX. AUTHORIZATION FOR SIGNATURE

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

**ESCAMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

By: \_\_\_\_\_  
Grover C. Robinson, IV Chairman

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

ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

\_\_\_\_\_  
Deputy Clerk

**WORKFORCE ESCAROSA, INC.**  
**dba CAREERSOURCE ESCAROSA**

By: \_\_\_\_\_  
Susan B. Nelms, Executive Director

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