

# CRATER REGIONAL WORKFORCE DEVELOPMENT BOARD CONTRACTOR SERVICE AGREEMENT

This Agreement (Contract) is entered into for a start date of July 1, 2023, between Crater Regional Workforce Development Board (CRWDB), Local Workforce Area 5, located at 6600 Commons Drive, Prince George, VA 23875  
AND  
Eckerd Youth Alternatives, d/b/a Eckerd Connects (Contractor),  
100 Starcrest Drive, Clearwater FL 33765

## RECITATIONS

- This contract was awarded in compliance with the Workforce Innovation and Opportunity Act (WIOA) of 2014. The CRWDB sought and received proposals from qualified sources to provide One Stop Operation services in LWDA #5.
- The CRWDB seeks a Contractor who will provide a comprehensive One Stop Operation services designed to: i) facilitate the efficient and effective coordination of existing service providers and partner organizations; (ii) provide for enhancements to the system that will support the ongoing continuous improvement of services and performance outcomes; (iii) facilitate the One-Stop Centers' Certification, Partner agreements, and other processes/activities necessary to ensure the Centers' current and continued compliance with the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, and other relevant local, state, and federal regulations; (iv) work in tandem with the One-Stop Local Partner Managers, and CRWDB to ensure proper operation of the Centers; (v) Assist with the development, implementation, and modifications, as necessary, of the Local Plan and work along with the Business Solutions Team to ensure that customers and employers needs are matched; and (vii) align with the "Scope of Work" as outlined in Exhibit A.
- As the Contractor has been engaged by way of a Request for Proposal and, as the Term of this contract is limited and, as the Crater Region Chief Local Elected Officials (CLEOs) Consortium has designated specific outcomes be included in the "Scope of Work" (Exhibit A), the Contractor, for the term of this Contract, shall receive direct guidance and oversight from Executive Director of the CRWDB.
- The CRWDB and Staff shall engage the Contractor to provide One-Stop Operator Services for its two (2) One-Stop Centers (Prince George and Emporia, Virginia) and for the Crater Region (LWDA 5) as outlined in this contract and the "Scope of Work" (Exhibit A), and as outlined in WIOA Law and Final Rules and Regulations which may be obtained at [www.doleta.gov/wioa/](http://www.doleta.gov/wioa/).

*Intending to be legally bound by this contract under the laws of the Commonwealth of Virginia, CRWDB and the Contractor agree to the Terms of this Contract set forth below.*

## **TERMS**

The Engagement, the Work, the Standard Terms and Conditions.

Section 1: Subject to the Terms of this Contract, CRWDB engages the Contractor perform the work described in the Description of Services attached as Exhibit A: Scope of Work accordance with the Contractor's Budget attached as Exhibit B: Budget and Budget Narrative.

The Work includes all materials the Contractor has agreed to provide, the time frames in which the Contractor has agreed to complete the Work, and all other requirements the Contractor must satisfy in order to complete the Work during the Term as defined in Section 2: Contract Term below.

The Terms of this Contract include CRWDB's Standard Terms and Conditions (the Standard Terms and Conditions) attached as Exhibit C. The Contractor must submit any proposed changes to the Description of Services or to the Budget in writing to CRWDB. No such change shall be implemented by the Contractor without prior written consent of CRWDB.

Section 2: Contract Term: The Term of this Contract shall commence on July 1, 2023 and terminate on June 30, 2024 (with a 2 year option extension) (the "Term"), unless terminated sooner as provided in this Contract. Unless otherwise provided in Exhibit A: Scope of Work, the Contractor shall begin the Work promptly on the first day of the Term and complete the Work not later than the last day of the Term. Contract performance including, but not limited to, not meeting Performance Indicators documented in Exhibit A, may result in early termination and/or non-renewal of this contract.

Compensation. In complying with the Terms of this Contract, CRWDB shall reimburse the Contractor a total fee not to exceed \$100,000 (year 1). However, CRWDB's obligation to pay is conditioned upon the continued availability of funds as set forth in Exhibit C: Standard Terms and Conditions, B. Contingency of CRWDB Funding. Additional funding may become available during the Term and if so, Budget modifications will be negotiated and contract amendments completed.

Subject to the Terms set forth in Exhibit A: Scope of Work, the Contractor shall perform the Work and bill CRWDB, and CRWDB shall pay the Contractor, strictly in conformity with the Budget, Exhibit B. This expectation shall be categorized as "Cost Reimbursement".

The Contractor shall earn the compensation on the following basis as the Parties have specified, in Exhibit A: Scope of Work or Exhibit B: Budget and Budget Narrative and bill CRWDB monthly as provided in Section 4: Invoices, below.

Invoices. The Contractor shall submit timely invoices to the CRWDB Responsible Officer named in Section 6 below on a monthly basis, by the 15<sup>th</sup> of the month following the previous month's end.

Each month, invoices should be submitted in adherence to the following information: The Contractor shall submit its final invoice no later than thirty (30) calendar days after the last day of the Term. All invoices shall include an itemization of the charges and, at a minimum a description of the Work performed. Any charges from vendors must be accompanied with documentation of the associated cost. CRWDB shall have no obligation to make any payment to the Contractor prior to receipt of a properly prepared invoice.

Federal Employer Identification Number. The Contractor shall sign and deliver a properly completed IRS Form W-9 to the CRWDB to certify the Contractor's Federal Identification Number.

Notices. The Parties shall give notices and other communications required under this Contract in conformity with the Standard Terms and Conditions and shall send all notices to:

CRWDB Responsible Officer:  
Tabitha Taylor, Executive Director  
Crater Regional Workforce Development Board  
6600 Commons Drive, Prince George, VA 23875  
Tele: 804.835-5583  
Email: ttaylor@vcwcraterregion.com

Eckerd Connects Responsible Officer:  
Name: Tony Van Slyke, CPA, MBA  
Title: Chief Financial Officer  
Address: 100 Starcrest Drive, Clearwater, FL 33765  
Phone: (727) 580-3186  
Email: tvanslyke@eckerd.org

Order of Precedence. In the event of conflict between any Exhibit and another Exhibit or this Contract, the following order of precedence shall apply: first, this Contract; second, Exhibit A; third, Exhibit B; fourth, Exhibit C; and fifth, Exhibit D. The Parties shall construe the Terms of this Contract, including each Exhibit, so as to give effect to the fullest extent possible to the Term. The following Exhibits are attached to this Contract and are incorporated in and a part of this Contract.

Exhibit A – Scope of Work  
Exhibit B - Contract Budget and Budget Narrative  
Exhibit C- CRWDB Standard Terms and Conditions  
& Assurances

**Use of Premises**

The Contractor shall:

1. Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any Contractor;
2. Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractor; and
3. The Contractor expressly undertakes to clean up frequently all refuse, trash or unused items in a timely manner and leaving the work space in a neat and orderly fashion.

In WITNESS THEREOF, the Parties have caused this Contract to be executed by their duly authorized officers as of the Effective Date.



Signature of Contractor Representative

March 27, 2023

Date

\_\_\_\_\_  
Tabitha Taylor, Executive Director  
Crater Regional Workforce Development Board

\_\_\_\_\_  
Date

The Crater Regional Workforce Development Board is an Equal Opportunity Employer/Program funded 100% by the U.S. Department of Labor Workforce Innovation and Opportunity Act and a proud partner of the American Job Center Network. Auxiliary aids and services are available upon request to individuals with disabilities. IDD/TTY 711.

## **Exhibit A**

### **SCOPE OF WORK**

The Contractor is responsible for the delivery of Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker, and Youth services serving Local Workforce Development Area (LWDA) 5 known as the "Crater Region". The Scope of Work outlines the roles and responsibilities of the Contractor in execution of this Contract.

#### **Background**

The One-Stop Operator will work in cooperation with all One-Stop Partner Organizations and service providers in order to provide for the day-to-day coordination of all services delivered through the One-Stop System as well as the daily operations of the One-Stop Centers in LWDA 15. Through the designated authority of the CRWDB and the WIOA Law and Final Rules and Regulations, the One-Stop Operator will be responsible for organizing and delivering coordinated access to all required customer services through coordinated solutions as part of a fully integrated, partner-led One-Stop System.

As the One-Stop System requires multiple partners to deliver services, effective collaboration and coordination amongst all is essential. In that regard, it is paramount that the One-Stop Operator, as the primary System Manager, develops and maintains those critical relationships on an ongoing basis, while also identifying new partners and/or increased contributions from existing partners, in order to facilitate the continuous improvement of the One-Stop System.

#### **Responsibilities**

The responsibilities of the One-Stop Operator are listed below.

- A. Facilitate the activities of the One-Stop System Partner Managers, conduct regular meetings and solicit feedback regarding the ongoing operations of the One-Stop System in order to support continuous improvement related to the goals of effective and efficient service delivery; timely customer responsiveness; excellent customer service; accessibility; and, performance accountability.
- B. Engage new and existing One-Stop System partner organizations in order to maximize their contributions as necessary to advance the One-Stop System's efficiency and effectiveness.
- C. Assist, under CRWDB leadership, with the development and management of MOUs with One-Stop System Partners. Alert CRWDB Executive Director as to possible changes that may have a bearing on the operation or financial MOU specified partner contributions.
- D. Under guidance of the CRWDB, coordinate with the partners and service providers in order to ensure the effective and efficient delivery of WIOA Basic Career Services to customers that provide "partner driven and shared solutions" for all One-Stop System activities/services and identify opportunities for service delivery

improvements.

- E. Promote effective, integrated cross-agency business practices in the One-Stop System by partners and promote One-Stop System staff professional development activities.
- F. Facilitate the One-Stop Center certification process and promote ADA compliance within the Centers. Work with CRWDB to meet ADA accommodations or to make ADA changes as needed.
- G. Manage ongoing customer satisfaction survey and employer engagement processing for all One-Stop System customers and develop plans to remedy any issues that arise in order to support the goal of continuous improvement.
- H. Coordinate initiatives and activities with the CRWDB Business Solution Team.
- I. Develop and administer the One Stop system's standard operating procedures manual that will cover the day-to-day operations of the workforce centers, such as hours of operation, staff coverage, site supervision, holidays and inclement weather plans, emergency management plans and ensure that it adheres to all applicable federal, state, and local rules, regulations, and policies.
- J. Research and identify best practices from other Local Workforce Development Boards (LWDB) for incorporation into the One-Stop System service delivery model.
- K. Monthly, provide dashboard and narrative reports to the CRWDB Executive Director and provide presentations on outcomes as requested during quarterly meetings.
- L. Act as the first line intermediary to proactively address and resolve problems related to partner roles, relationships, and coordinated responsibilities.
- M. Serve as the point of contact in the centers for all technology issues and make the necessary arrangements to resolve such issues.
- N. Monitor equipment and center supplies on a regular basis to identify issues or concerns that need to be addressed.
- O. Serve as the primary point of contact for all building maintenance/custodial issues and work with the CRWDB Staff/Partner Managers to identify/remedy center site related issues.
- P. Engage with businesses to provide access to facilities, plan hiring events/job fairs, and provide information of job openings to program participants.
- Q. Conduct public outreach and build community awareness regarding the One-Stop Center programs, initiatives, activities, and services while producing and disseminating a monthly calendar containing all upcoming events.
- R. Ensure that the Comprehensive Center is operating in accordance with the requirements shown under Sections 678.305 and 678.310 of the WIOA Final Rules and Regulations, respectively.
- S. Manage and support enhanced cooperation and coordination of partner programs and provide direct linkage access to clients and

potential participants. This includes assisting the CRWDB Staff with development and regular maintenance of the: regional website ([www.vcwcraterregion.com](http://www.vcwcraterregion.com)), statewide referral portal (My Journey) and Virginia Career Works-Crater Region social media platforms.

- T. Provide staffing for a center manager, at minimum, within the One-Stop center; the cost of staffing is anticipated to be shared through the infrastructure funding agreement.

### **Current One Stop Center Locations**

A. Prince George Center  
4300 Crossings Blvd  
Prince George, VA 23875

B. Emporia/Greensville Center  
1300 Greensville County Circle  
Emporia, VA 23847

Both of the aforementioned Center Sites are to be maintained.

Additional sites may be considered as applicable as designated by the CRWDB.

### **Staffing**

Staff providing services under this One-Stop Operator's Contract shall include:

A. One (1) full-time Center Manager to be housed primarily within the Prince George Center (3 days per week), the Emporia Center (1 day per week) and community based (1 day per week). The Center Manager will focus on the high level and strategic planning for workforce development for the One- Stops of the Crater Region.

The Center Manager's standard work hours shall be no less than 40 hours per week, to be distributed across the One-Stop Centers and any satellite sites. The Manager's work-day hours shall mirror the operational hours of the One-Stop Centers. Hours shall include, but not limited to, off site visits, meetings, fostering relationships with agencies, organizations, businesses, etc

### **Additional Contractor Responsibilities and Requirements**

- A. In carrying out the Work, the Contractor shall exercise the highest degree of competence and diligence exercised by providers in the Contractor's field.
- B. The Contractor shall perform and carry out all work outlined under this Contract.
- C. Payment by CRWDB or acceptance of the Work, including any materials, shall not relieve the Contractor of responsibility for the substance and quality of all materials and work.
- D. The Contractor shall diligently and expeditiously correct any errors, deficiencies, or omissions in the Work, including materials, and shall remain liable in accordance with this Contract and applicable law for all damages to CRWDB caused by the Contractor or the Work, including any materials.
- E. The Contractor shall comply promptly with CRWDB's and the CLEOs' reporting requirements for contracts, including electronic or other reporting of

- Contractor or Contract data.
- F. The Contractor shall ensure that all of its media, computer programs, tapes, videos, audios, and software developed under this Contract comply with any pertinent specifications or requirements mandated by WIOA.
  - G. CRWDB has engaged the Contractor as an independent contractor to carry out the Work, and neither the Contractor nor any of the Contractor's owners, directors, officers, agents, employees, or subcontractors shall in any way or for any purpose be deemed an agent or employee of CRWDB.
  - H. In accordance with WIOA, a contracted provider using WIOA funding is encouraged to partner with entities that can provide services without using WIOA funds.

### **Performance Measures**

The performance measures that are required are listed below.

- A. Conduct partner management meetings on a quarterly basis.
- B. Ensure completion of customer satisfaction surveys are completed with a goal of 80% customer completion.
- C. Staff trainings for partner direct service staff at least four (4) times per year.
- D. Outreach to community partners to strengthen relationships for customer focused services, at least three (3) new contacts per quarter.
- E. Attendance at outreach events (including job fairs, recruitment events, community services events, etc.) to provide information about the Region's services, at least four (4) activities per month.

### **Basic Administrative Requirements**

The basic administrative requirements must be in place as listed below.

- A. Written program operational policies, submitted to the CRWDB within 30 days of award. The policies must indicate how service delivery is documented and maintained, and when appropriate, processed for payment and/or referral, and validation that the service was rendered.
- B. Staff, in the appropriate positions, that are able to read, interpret, and apply WIOA Federal regulations, and staff that are able to read, interpret, and apply State, and Local policy to program implementation.
- C. Staff person dedicated to training staff on program implementation, including changes to Federal, State, and Local policy and procedures.
- D. Staff, at the appropriate levels, to: serve on or attend Board and/or operations focused meetings; develop partner collaborations/technology solutions/business services; or planning work group meetings.
- E. Customer satisfaction/Employee Engagement Survey and process to administer and report results monthly to the CRWDB. This process will be reviewed and approved by the Board.
- F. Staff person tasked with collecting, compiling, analyzing, reporting and disseminating a monthly dashboard and narrative report to the CRWDB.



## Exhibit B BUDGET

<b>Eckerd Youth Alternatives, Inc. Program Budget July 1 2023 - June 30 2024</b>		
	One-Stop Operator*	Total
<b>Personnel Costs</b>		
Salaries	\$ 63,219	63.22%
Benefits	\$ 18,038	18.04%
<b>Subtotal Personnel Costs</b>	<b>\$ 81,257</b>	<b>81.26%</b>
<b>Operations Activities</b>		
Space/Rent	\$ -	0.00%
Building Maintenance/Cleaning	\$ -	0.00%
Telephone/Internet	\$ -	0.00%
Conference	\$ 500	0.50%
Insurance	\$ 1,100	1.10%
Staff Training	\$ -	0.00%
Travel/Mileage	\$ 2,276	2.28%
Duplicating/Printing	\$ -	0.00%
Advertisement/Outreach	\$ -	0.00%
Instructional Supplies	\$ -	0.00%
Publications	\$ -	0.00%
Office Supplies	\$ 600	0.60%
Equipment Purchases (under \$5,000)	\$ 1,400	1.40%
Equipment Rental/Maintenance/Support	\$ -	0.00%
Professional Fees / Audit	\$ -	0.00%
Professional Memberships/Subscriptions	\$ -	0.00%
Other Operating Expenses:	\$ -	0.00%
Staff Background Screen	\$ 250	0.25%
Postage	\$ 120	0.12%
Cell Phone	\$ 900	0.90%
Utilities	\$ -	0.00%
Software License Fees	\$ 250	0.25%
<b>Subtotal Operating Costs</b>	<b>\$ 7,396</b>	<b>7.40%</b>
<b>Participant Costs/Activities</b>		
Work Experience	\$ -	0.00%
Participant Training Materials	\$ -	0.00%
Client Verification (Equifax)	\$ -	0.00%
Supportive Services	\$ -	0.00%
Participant Incentives	\$ -	0.00%
Vocational Training & Credentialing	\$ -	0.00%
<b>Subtotal Participant Costs</b>	<b>\$ -</b>	<b>0.00%</b>
<b>Indirect Cost:</b>		
	\$ 11,348	11.35%
<b>Profit:</b>		
	\$	
<b>GRAND TOTAL (GT)</b>	<b>\$ 100,000</b>	

**Exhibit C**  
Standard Terms and Conditions & Assurances

One Stop Operations  
General Conditions of Carrying out the Work

**Conflict of Interests Prohibited**

In the performance of this Contract, the Contractor, its officers, employees, and agents, shall comply with the provisions of the Virginia State and Local government Conflict of Interests Act, Virginia Code 2.2-2100, et seq.

The Contractor represents, warrants, and covenants that it has no public or private interest which does or may conflict in any manner with the performance of the work and that neither it, nor any of its owners, directors, officers, members, employees or subcontracts, has or shall during the term acquire, directly or indirectly any such interest.

The Contractor shall promptly and fully disclose to CRWDB's Executive Director all interests which may constitute such a conflict:

**Contingency of CRWDB Funding**

It is understood and agreed that:

CRWDB's ability to satisfy financial obligations to its contractors is totally dependent upon the availability of funds received through grants, appropriations and contracts.

If funds anticipated to be received by CRWDB are suspended or terminated in whole or in part, funding and all obligations for payment under this Contract shall cease.

Should funds cease to be available for the performance of this Contract, the Contractor shall be promptly notified of such a fact by CRWDB and this Contract shall be terminated.

Unearned payments under this Contract may be suspended or terminated upon the Contractor's refusal to accept any additional conditions that may be imposed on CRWDB by the Virginia Community College System or by the US Department of Labor or by the Crater Regional Workforce Development Board.

**Continuity of Contract**

All rights, responsibilities, obligations and privileges arising from this Contract shall be binding upon the successors to the Parties of this Contract.

**Acceptable Delivery**

It is understood and agreed that:

- The Contractor shall perform and comply with the terms and conditions of the Contract;
- The Crater Regional Workforce Development Board (CRWDB) Staff, shall interpret all reports and shall decide the acceptability and progress of the Contractor's work;

- The CRWDB shall be the judge of the validity and acceptability of claims, if any, made by the Contractor for extra payment; and
- The decisions made by the CRWDB shall be final

### **Indemnification/Hold Harmless**

The Contractor agrees to indemnify and hold harmless CRWDB and their officers, agents and employees from liability of any nature or kind, including costs, expenses, legal costs, and attorney fees, of or on account of any suits or damages of any character whatsoever resulting from or arising out of injuries or damages sustained by any persons or property resulting in whole or in part from the performance or omission of any employee, officers, agent or representative of the Contractor or its subcontractors.

The Contractor agrees to make CRWDB an additional insured on the liability insurance policy and will notify CRWDB of any changes in coverage during the term of this contract.

Notwithstanding anything to the contrary, the indemnity and hold harmless provisions of this contract shall not apply to any school board, school division, local government, or other political subdivision of the Commonwealth of Virginia when any of these governmental units are the contractor.

### **Monitoring Compliance**

The Contractor agrees to cooperate with any monitoring, evaluation, and/or audit conducted by CRWDB, the Virginia Community College System, US Department of Labor (USDOL), Comptroller General, Independent Auditor, or their designees.

CRWDB shall monitor all program and fiscal activities to ensure compliance with the terms of this contract and WIOA. Any findings by CRWDB requiring corrective action shall be documented and include a timeline for completing the corrective action(s). CRWDB, USDOL, or Virginia Community College staff may also make scheduled and unscheduled visits, as needed.

The Contractor must have an internal quality control system to monitor progress toward achieving this Contract's goals, the quality of program operations and administrative activities.

The CRWDB will monitor, at minimum, some portion of WIOA files on an annual basis and will issue a formalized report to the Contractor. The aforementioned report will be made available to the VCCS, USDOL or other auditors previously mentioned upon request. Additional random desk audits will be conducted as well without a formalized schedule.

### **Confidentiality Requirements**

Federal and state laws and regulations govern the disclosure of individually identifiable information and/or records.

The Contractor shall maintain the confidentiality of any information which has been obtained regarding applicants, participants, or their immediate families whether such information has been obtained through application forms, interview, tests, reports from public agencies or any other source. With the permission of the applicant or participant and CRWDB, such information shall be disclosed only as necessary for purposes related to the performance or evaluation of this Contract and only to persons having responsibilities under this Contract.

All applicants are required to execute a confidentiality agreement that permits the Contractor access to information to assist them in accordance with their stated needs. The form of the agreement shall be provided by CRWDB.

With regard to reports, studies, or other works developed in the course of this Contract, or as a result thereof, the Contractor shall not publish confidential information or any other information which identified program participants, employees, officers, or directors of CRWDB by name without first obtaining written consent from such individuals, or in the case of a minor, his or her parent or legal guardian.

The Contractor shall keep in strict confidence all information acquired in connection with or as a result of this Contract that is not generally known to others.

During the term of this Contract and at any time thereafter, without the prior written consent of CRWDB, the Contractor shall not disclose or use to its advantage, profit, or gain any confidential information or Information is subject to a third party's proprietary right, such as a copyrighted or trademarked work.

### **Contract Modifications**

All modifications to this Contract must be in written form and shall be signed by both parties. No modifications shall be made to this Contract retroactively, nor shall the Contractor notify or cause CRWDB to be liable for reimbursement to the Contractor for any disallowed costs. Notwithstanding anything to the contrary contained in this Contract, CRWDB reserves the right to modify this Contract at any time as required by the Virginia Community College System, Federal or State regulations, or other requirements of law.

### **Billing**

All invoices related to services provided shall be directed to the attention of the Board Responsible Officer. The Board Responsible Officer shall be responsible for making payment against the invoice processing.

The Contractor shall submit an invoice/requisition for payment reflecting each participant by name and/or identifying number in accordance with the approved budget of this Contract as needed.

Contractor must submit appropriate documentation justifying expenditures for staffing, outreach, and other items reflected in the Budget as related to this Contract.

### **Reports and Data Entry**

When requested, the Contractor shall complete and furnish to CRWDB all reports on or before the date required. The Contractor shall input and maintain documentation of all of the requirements of the Work.

The Contractor is required to submit a comprehensive final report within 30 days of the termination or completion of this Contract. This report should include information germane to the successful and unsuccessful activities and outcomes of the effort and should include recommendations to CRWDB about general service improvements that would benefit One Stop Operations and recommendations specific to those participating under this Contract.

In addition to the Performance Indicators, the Contractor must submit monthly reports to include, at a minimum the following:

- Listing of outreach and recruitment events
- Number of individuals determined eligible
- List of individuals who were not eligible (include referral information to other service organization(s))
- Number of participants placed in occupational skills training and the type of training
- Number of GED and High School diploma attainments
- Success stories

### **Equipment and Property**

All capital equipment purchases and/or services purchased by the Contractor pursuant to this Contract shall be made by purchase order or by written agreement and require prior written authorization of CRWDB.

CRWDB will purchase/lease/rent and provide for use by the Contractor's staff, for the term of this Contract, the following:

- Office space for 1 One Stop Manager, at locations within the Crater Region as designated by the CRWDB. Office spaces will include utilities, internet, and basic office furnishings.
- Access to print (this may be desktop printers or networked printers)
- Landline phones at each desk
- Basic office supplies, i.e., paper, ink, paper clips, tape, etc.

- Access to other necessary office equipment, i.e., copiers, fax machines, etc
- Use of training and computer facilities.

These items/services shall remain the property of CRWDB.

All equipment and unused materials and supplies purchased/provided by CRWDB under this Contract shall be delivered to CRWDB by the Contractor at the Contractor's expense at the termination of this Contract. All equipment and property purchased under this Contract shall be labeled as directed by CRWDB and maintained in an inventory and made available for monitoring.

CRWDB may, at its discretion, allow the Contractor to purchase equipment or property remaining in service at the termination of this Contract at a depreciated cost, or may, otherwise dispose of such property in a manner consistent with WIOA regulations and/or the terms of the CRWDB grant providing the funds for this Contract.

All non-consumable property acquired through this Contract, unless specifically exempted, shall revert to the CRWDB upon the termination of this Contract. The Contractor assumes responsibility for inventory control, maintenance, and physical security of non-consumable property assigned to the Contractor by CRWDB purchased with WIOA funds. All equipment or other non-consumable property purchased with WIOA funds is federal property.

In any instances of loss or theft of such property, the Contractor shall take the following minimum actions:

- Report the loss or theft to the local police and request a copy of the police report, and;
- Report the loss or theft in writing to the CRWDB to include at least a description of the missing property, including the cost, serial number, and other such pertinent information; and
- A description of the circumstances surrounding the loss or then.

### **Media and Public Announcements**

CRWDB may use information, reports, photographs, and other materials developed in connection with this Contract and the operation of the project/program described herein to increase public awareness of CRWDB's activities, to apply for awards, use as documentation of program effectiveness or in any other manner of benefit to CRWDB.

The Contractor shall give credit to CRWDB as the program activity funding source in/on all oral and written presentations, documents, publicity and advertisements, outreach and recruitment materials, social media sites, etc. regarding any activities which ensue from this Contract.

When issuing statements, press releases, social media, print materials, etc. describing projects or programs funded in whole or in part with WIOA funds, the Contractor and all its subcontractors receiving funds pursuant to this contract shall clearly state the following:

*Virginia Career Works of the Crater Region is an equal opportunity program. Auxiliary aids and services are available upon request to individuals with disabilities. This website and the services described herein are fully funded through the Workforce Innovation and Opportunity Act by a 1.48 million award from the U.S. Department of Labor. Equal Opportunity Officer is Tabitha Taylor, who can be reached at 804.835.5583 (VA Relay 7-1-1) or [ttaylor@vcwcraterregion.com](mailto:ttaylor@vcwcraterregion.com)*

### **Records Retention/Inspection**

The Contractor shall submit reports as required by CRWDB and shall maintain records and provide access to them as necessary for CRWDB's review to assure that funds are being expended in accordance with the purposes and provisions of this Contract.

The Contractor shall maintain an official contract file that contains the signed contract and any modifications to it, and a file that contains all reports, correspondence, budget back-up documentation, and all other materials and documentations pertaining to this Contract.

The Contractor agrees to preserve all records relating to this Contract for five years after the final payment under this Contract, subject to the qualifications set forth in the latest version of 41 CFR Part 29-70 Section 29-70.203-7, "DOL Public Contracts and Property Management," and in applicable state regulations. The Contractor shall not dispose of any records without the prior written consent Of CRWDB.

The Contractor agrees that the records it maintains for programs funded by this Contract are CRWDB's property and are maintained for CRWDB's benefit. Therefore, the Contractor shall advise CRWDB if it cannot retain the records. The Contractor agrees that any auditor, authorized program reviewer, CRWDB staff, or VCCS Consultant may inspect or review all of its work, materials sites, locations, and facilities related to its performance under this Contract. The Contractor agrees to allow the review of files on-site or off-site at the CRWDB office as determined by the auditor, authorized program reviewer, CRWDB staff or VCCS Consultant.

The Contractor shall cooperate with all CRWDB inspections and reviews conducted in accordance with the terms of this Contract. The scope of inspection and review of the work and materials, sites, locations, and facilities lies in the sole discretion of the auditor, authorized program reviewer, CRWDB staff, or VCCS Consultant.

The audit inspection or review may include, without limitation, meetings with persons receiving services under this contract, review of staff ratio and job descriptions, and meetings with any of the Contractor's staff members who either directly or indirectly participate or participated in performing any of the work, including preparing, delivering, or installing materials.

During the term of this Contract and for a period of five (5) years after the expiration of termination of the Contract, CRWDB, the Commonwealth of Virginia, or the United States of America, respectively, or any of their authorized representatives may audit any aspect of the Contractor's performance under this Contract, including but not limited to its billings and invoices.

If requested by an auditor or CRWDB, the Contractor shall submit to the auditor and CRWDB for review or inspection all invoices presented for payment pursuant to this Contract, all canceled checks, materials, invoices, vouchers, reports, work products, books, records and accounts upon which the invoices are based, and any documents and justification in support of expenditures or fees incurred pursuant to this contract.

If any litigation, claim, or audit is commenced prior to expiration of the five-year period (see 3 and 4 of this section), the records shall be retained until all litigation, claims, audit findings have been completely terminated or resolved without right of further appeal. In addition, the Contractor understands that it maintains an affirmative duty to inform the CRWDB if at any time the Contractor becomes aware of any litigation, claim, audit or the potential for such activities.

### **Release**

The Contractor, upon final payment of amounts due under this Contract, less any credits, refunds, or rebates due the Contractor, hereby releases and discharges CRWDB and its duly authorized representatives from all liabilities, obligations and claims arising from this Contract.

### **Termination and Renewal**

This Contract may be terminated by written mutual consent of the parties hereto.

CRWDB may terminate this Contract when, in its sole discretion, it has determined that the Contractor has failed to provide any of the services specified or comply with any of the provisions contained in this Contract.

The Contractor will first be given the reasonable opportunity to correct any deficiencies within a 30-day period after notice. If the deficiencies are not satisfactorily remedied, the Contractor may be determined to be in default of the Contract and may be terminated by CRWDB through written notice. If a 30 day notice is issued, and the noted deficiencies are resolved but then arise again, the Contract may be terminated by CRWD without an additional 30-day period of notice.



In the event of termination hereunder, the Contractor shall be compensated for any services performed through the date of termination, provided that such services were performed in accordance with the provisions of this Contract. Following the termination of this Contract, the Contractor shall submit the required Contract Close-Out Package within thirty (30) days.

No reimbursement for services rendered shall be made which has not been immediately upon termination of this Contract, whether due to contract completion or otherwise, the Contractor shall provide written notice to each of its employees stating that no additional funds (employee pay, program activities, etc.) are to be expended/obligated under this contract after 12:00 midnight on the date of termination. A copy of this notification shall be forwarded to CRWDB at the same time it is disseminated to the Contractor's employees. This contract is eligible for an additional 2 year extension with the appropriated Board vote approval.

### **Enforcement Provisions**

The failure of CRWDB to enforce at any time any of the provisions of this Contract or to require at any time performance by the Contractor of any provisions hereof shall in no way affect the validity of this Contract or any part thereof or the right of CRWDB to thereafter enforce each and every provision.

### **Insurance**

The Contractor shall ensure that it has, at least, the minimum level of insurance required by law to do business in the Commonwealth of Virginia and by WIOA for the provision of One Stop Operation services

CRWDB reserves the right to require the Contractor to provide certified copies of the original policies of all insurance required under this Contract of any time upon prior written notice to the service Provider.

All insurance shall be procured from reputable insurers who are financially responsible and authorized to do business on an admitted basis in the Commonwealth of Virginia. The insurance policies shall provide for at least thirty (30) days prior written notice to CRWDB if the Contractor and its insurer or insurers materially change, cancel, or fail to renew any insurance policy. In the event of renewal of coverage, the Contractor is responsible for forwarding documentation of renewal coverage to CRWDB.

The Contractor shall make available to CRWDB Certificates of Insurance prior to commencing any operations under this Contract with such certificates clearly indicating that the Contractor has obtained insurance in the amount, type, and classification required by the Commonwealth of Virginia and WIOA. Under no circumstances shall the Contractor actually work or continue to work (in case of renewal) without providing the evidence of insurance.

CRWDB has the right to terminate this Contract immediately if the Contractor's insurance is canceled.

### **Drug-Free Workplace Provisions**

During the performance of this Contract, the Contractor agrees to:  
Provide a drug-free workplace for the Contractor's employees and program participants, and WIOA partners;

Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that shall be taken against employees for violations of such prohibition;

State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and,

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the Employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the contract.

### **WIOA Nondiscrimination, Equal Opportunity, and Whistleblower**

The Civil Rights Center revised its regulations to implement the nondiscrimination and equal opportunity obligations under WIOA Section 188 (29 CFR Part 38).

The Contractor, for itself, its owners, directors, officers, agents, employees, and subcontractors, shall not discriminate against individuals in any WIOA Title I-financially assisted program or activity, which includes job training for adults and youth and programs or activities provided by recipients at American Job Centers (one-stop centers). The Contractor may not refuse to offer or provide services to individuals because of their race, color, religion, sex, national origin, age, disability, or political affiliation or belief. Beneficiaries, applicants, and participants - as defined by the WIOA Nondiscrimination and Equal Opportunity Final Rule - cannot be denied covered services because of their citizenship status, and cannot be denied their rights because of participation in a WIOA Title I-financially assisted program or activity. The rule applies to recipients of WIOA Title I financial assistance and to programs and activities that are operated by American Job Center partners (one-stop partners) as part of the American Job Center system (one-stop delivery system), such as Unemployment Insurance, Temporary Assistance for Needy Families, adult education, Trade Adjustment Assistance, and others.

CRWDB is an equal opportunity employer under applicable laws and requires the same of its contractors and partners.

The Contract must adhere to Whistleblower Rights and Protections under U.S.C. §4712, as described in section 3.908-9 of the Federal Acquisition Regulation (48 CFR 3.908). Such rights and protections are stated below:

*This grant and employees working on this grant are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712. The recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation (48 CFR 3.908; note that for the purpose of this term and condition, use of the term "contract," "contractor," "subcontract," or "subcontractor" in section 3.908 should be read as "grant," "grantee," "subgrant," or "subgrantee"). The recipient shall insert the substance of this clause in all subgrants and contracts over the simplified acquisition threshold.*

#### **Financial Limitation**

The CRWDB shall have no liability for any costs incurred above the ceiling limit shown in the Contract Budget.

Any costs incurred by the Contractor above the ceiling limit during the performance period shall be at the sole risk of the Contractor. This in no way restricts the right to increase the ceiling by mutual consent of both parties, provided such an increase was accomplished prior to any incurred cost exceeding the existing ceiling.

#### **Accounting and Fiscal Controls**

The Contractor shall maintain its books and records in accordance with generally accepted accounting principles (GMP). The Contractor shall implement internal fiscal controls reasonably requested by CRWDB to enable the Contractor to satisfactorily account for all money spent in connection with the work.

#### **Adjustments in Payments**

For any funds expended by the Contractor or his subcontractor in violation of the Workforce Innovation and Opportunity Act regulations or conditions imposed by the CRWDB, U.S. Department of Labor, or the Commonwealth of Virginia, CRWDB may make necessary adjustments in payments to the Contractor to recoup such expenditures.

CRWDB may take back unexpended funds to assure that they will be used in accordance with the purposes of the Workforce Innovation and Opportunity Act or to prevent further unauthorized or illegal expenditures.

**Notices**

Except as otherwise provided in this Contract, the Parties shall give all notices, waivers, consents, and approvals required under this Contract in writing. Such notices, waivers, consents, and approvals shall be deemed to have been made when received by the CRWDB.

The Parties agree that notices transmitted under or in connection to this Contract may be made by electronic mail.

**Representation and Warranties**

The Contractor represents and warrants to CRWDB that:

- It has all necessary power and authority to execute, deliver, and perform this Contract and has completed all actions necessary in order to authorize the execution, delivery, and performance of this contract; including authorizing the person who signs this contract to do so on its behalf;
- When executed and delivered, this Contract shall be a legal, valid, and binding obligation of the Contractor enforceable against the Contractor in accordance with its Terms;
- The Contractor is financially solvent, is able to pay all its debts as they mature, and is possessed of sufficient working capital to perform the work; and
- The Contractor is and shall be at all times during the term of this Contract, qualified to transact business in the Commonwealth of Virginia, professionally competent, and licensed to perform the work (if the performance of the work requires a license).
- The Contractor agrees that the information in this Contract is correct to the best of his/her knowledge and belief.
- Any intentionally false or misleading information provided by the Contractor and relied upon by CRWDB in appropriating funds for the project/program authorized by this Contract shall be cause for termination of this Contract, and CRWDB shall be entitled to recover all monies previously paid under this Contract, caused by such intentionally false or misleading information.

**Governing Law Jurisdiction and Venue**

This Contract is made and entered into with the CRWDB and shall be governed, interpreted, and construed by the laws of the Commonwealth of Virginia and the United States of America. Should any dispute arise as to the interpretation of or compliance with this Contract, such dispute shall be initiated and tried only in the jurisdiction(s) governing the Crater Regional Workforce Development Board.

*The Contractor agrees that the information in this Contract is true and correct to the best of his/her knowledge; that the signatory has authority to sign for and bind the Contractor to this Contract and in witness thereof; the Parties have executed and delivered this Contract as of the day and year set forth on:*

SIGNATURES:

Eckerd Youth Alternatives, Inc., d/b/a Eckerd Connects

By: Randall W Luecke

PRINTED NAME: Randall W. Luecke, Chief Financial Officer

DATE: March 27, 2023

Crater Regional Workforce Development Board

By: \_\_\_\_\_

PRINTED NAME: Tabitha Taylor, Executive Director

DATE: