

WORKFORCE INNOVATION AND OPPORTUNITY ACT PY'22 Annual Agreement and Assurances

THIS AGREEMENT (hereinafter "Agreement") is entered into on the date of the last signatory as noted on the signature page, between the Central Workforce Development Board, (hereinafter "CWDB") and the Central Ozarks Private Industry Council, (hereinafter "Subrecipient"). In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Term

The period of performance under this Agreement shall be from July 1, 2022 to June 30, 2023. Notices of Obligation (NOO) shall be issued for each project covered under this Agreement. The Scope of Work (as applicable) and period of performance for each project shall be included with the NOO. All funding associated with this Agreement is intended to support the Workforce Innovation and Opportunity Act (WIOA), 29 U.S.C. 3101 (2) which supports the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system in the United States.

This Agreement applies to funds appropriated under the Departments of Labor, Health and Human Services, Education, and Related Agencies Appropriations Act, 2021 (Pub. L. 116-260). NOOs covered under this Agreement shall not bind nor purport to bind the CWDB for any contractual commitment in excess of the original Agreement period. Any decision regarding the desire, need, or ability to renew NOOs covered under this Agreement for any extended period of time rests solely with CWDB. If such renewal is deemed to be desirable by CWDB, such renewal may be executed by the revision process described in Chapter 7 for one year periods (July 1 – June 30) or a portion thereof. In the event that NOOs covered under this Agreement are renewed, all terms, conditions, and provisions of the original Agreement or as amended, shall remain the same and apply during the renewal period unless otherwise agreed to in writing.

CWDB reserves the right to make revisions at any time based on guidance from OWD, the Department of Labor (DOL) and/or Uniform Guidance (UG).

2. Operational Definitions

The following words and terms, as used in this chapter, shall be deemed to have the meanings hereinafter specified. These are for the purposes of using and understanding this Agreement and are not legal definitions.

Baseline Performance Period: an average of the three previous program years, each for Adult and Dislocated Worker Programs combined together, used to establish annual performance goals and incentives for WIOA Adult and Dislocated Worker programs

CLEO: Chief Local Elected Official

Committed Costs: accrued expenditures through the reporting period, plus staffing and operational costs not yet recognized, but required for uninterrupted services through the program year. This may include funds set-aside for participant costs.

Countable Service: a staff assisted service that triggers participation into any federal workforce development program

Customer: any individual, organization, or business entity utilizing the services of any federal workforce development program

Enrollment: when an individual is determined eligible for any federal workforce development program and is delivered a countable service

Federal Fiscal Year: October 1 through September 30

Formula Funds: funds allocated to each region prescribed by federal regulations for WIOA Adult, Dislocated Worker, and Youth programs

Impact measures: measures of performance used to identify successful outcomes of Job Centers and subrecipients

Non-formula Funds: funds reserved to carry out statewide activities or any other funds that are not formula

Obligated Costs: the amount of subrecipient awards, goods and services, and/or orders placed to meet the responsibilities of contractual terms covered by the period of this agreement

Operational Cost: most staffing and other nonparticipant costs for WIOA Adult and Dislocated Worker including program salaries, fringe benefits, program other staff costs, and indirect program costs; *this qualifies as 60% category expenditure. See Attachment 1*

Participant Cost: funding benefit, expended on behalf of any enrolled customer, for a federal workforce development program; NOT funding related to delivering a service to a customer; *this qualifies as 40% category expenditure. See Attachment 1*

Program Year: July 1 through June 30 of each year for Adult and DW, April 1 through June 30 of the following year for Youth.

Self-Service: a service completed by a customer without state, local workforce development board, or subrecipient staff assistance

State Fiscal Year: July 1 through June 30 of each year

State Level Leading Indicators: statewide performance measures of WIOA Basic Career Service enrollments and Wagner-Peyser enrollments

Subrecipient: an entity or organization that receives a sub-award from a pass through entity to carry out any portion of a federal program

WIOA Basic Career Services: standard of measure for baseline performance goals and related incentives; as defined in 20 CFR 678.430 (for full list of services refer to WIOA Law located at <https://ecfr.federalregister.gov/current/title-20/chapter-V/part-678>)

WIOA Training Enrollment: standard of performance goals and related incentives; as defined in 20 CFR 680.200

3. Submission Requirements

Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall provide to CWDB the following agreements, plans, and/or Memorandum of Understandings (MOUs).

(a) Sustainability Plan

The plan must detail how Subrecipient will continue provision of services despite any reduction in program year formula allocated funds, to include at a minimum:

- 1) A proposed budget for the next fiscal year;
- 2) A written staffing plan detailing current staffing levels and proposed staffing levels including staff salaries and benefits, at both the administrative and participant service levels at each job center;
- 3) A full list of job centers, including previous year participant volume, projected new year participant volume;
- 4) A plan for ensuring services to participants are not disrupted in the event of any staff or location reductions after implementation;
- 5) A full list of programs and services delivered at each job center;
- 6) A sustainability plan for local workforce development board area operations and service delivery over the next two (2) program years that shall serve as a contingency plan in the event that unforeseen, fiscal challenges arises;
- 7) A section explaining how the plan was developed, how it will be reviewed and modified on an ongoing basis, and the process for implementation if required.

4. **Modifications**

Modifications to the NOOs covered under this Agreement shall be transmitted to the Subrecipient and shall be assigned a consecutive identifying number by CWDB. The modifications will require two (2) party signatures and will become fully effective ten (10) calendar days following the date of the modification unless notified of rejection by the Subrecipient. Modifications to the NOO may include adjustments as increases or decreases to current obligated amounts and/or additional new funding for new project Scopes of Work included in the NOO.

The Assistance Listings number assigned to specific federal financial assistance funding sources shall be listed in the NOO.

5. **Payment and Reporting Requirements**

The Subrecipient must comply with the following payment and reporting procedures:

- (a)** The Subrecipient must comply with the terms and conditions concerning closeout of the subaward in 2 CFR 200.343, Closeout, with the exception that after the period of performance is complete, the Subrecipient will have one (1) CPR cycle. All CPRs that have cumulative expenditures and cash drawn fully reported in CWDB monthly reporting.
- (b)** The Subrecipient assures that it shall establish in accordance with WIOA (Pub. L. 113- 128, as amended) Section 184, fiscal control and fund accounting procedures that may be necessary to ensure the proper disbursement of and accounting for funds made available by this Agreement.
- (c)** The Subrecipient must maintain a participant tracking and data system that will provide reports required by the OWD and CWDB. Missouri's participant tracking and data system allows for the tracking of individuals funded in this Agreement, this system must be utilized as the primary tracking system. Required data/reports must be verifiable and accessible to OWD and CWDB for monitoring, reporting, auditing, and evaluation purposes. All data in Missouri's participant tracking and data system will serve as the official "data of record".
- (d)** The Subrecipient must maintain required data/records on each participant with sufficient detail to demonstrate compliance with eligibility and reporting criteria set forth by OWD policy

issuance titled Adult, Dislocated Worker, and Youth Eligibility and Documentation Technical Assistance Guide as applicable.

(e) Payment is contingent upon continued availability of funding and/or ability to request cash.

6. Funds

Funds provided under this Agreement must be expended in accordance with all applicable federal/state statutes, regulations and guidance, including those of WIOA (Pub. L. 113-128 [29 U.S.C. 3101 et seq.]) as presently in effect and as may become effective during the terms of this Agreement. If at least eighty (80%) percent of funds are not obligated during a program year, such funds are subject to re-allotment pursuant to 2 CFR 683.130.

The prior approval requirement for participant support costs shall be waived when supportive services are expressly authorized by a program statute, regulation, or Funding Opportunity Announcement (FOA), as described in 2 CFR 200.456. Costs must still meet the basic considerations at 2 CFR 200.402 – 200.411.

7. Audit Requirements

The Subrecipient must have a single or program-specific audit conducted in accordance with provisions of 2 CFR Part 200, Subpart F, et al., Audit Requirements, if applicable. The audit(s) shall be due to CWDB no later than six (6) months after the fiscal year end or within thirty (30) days of receipt, whichever is sooner.

- (a)** In accordance with the provisions of 2 CFR Part 200, Subpart F, et al., Audit Requirements, the subrecipient must consider all sources of federal awards, including federal resources received from OWD, in determining the federal awards expended in its fiscal year.
- (b)** In the event the Subrecipient is required to obtain an audit pursuant to 2 CFR Part 200, Subpart F, et al., Audit Requirements, the Subrecipient must submit the reporting package to the Federal Audit Clearinghouse (FAC) as required by 2 CFR 200.512, Report Submission and notify CWDB upon acceptance by the FAC. The Subrecipient shall notify CWDB in the event the Subrecipient is not required to obtain and submit a single audit.
- (c)** The subrecipient must cooperate with CWDB in resolving questions that CWDB may have concerning the auditor's report and plan for corrective action(s) pursuant to 2 CFR 200.521, Management Decisions.
- (d)** In the event of late audit submissions, CWDB reserves the right to take immediate action, up to and including, placing Subrecipient in "high risk status" or substantial violation and withholding cash and other financial actions as delineated in WIOA Section 184, until compliance is reached.

8. Training

The Subrecipient shall be responsible for ensuring all staff performing duties under this Agreement participate in training relevant to the programs and job functions they perform. It is the responsibility of the Subrecipient to provide training, on-going technical assistance, and maintaining documentation of training/technical assistance. The Subrecipient shall comply with the following staff training requirements:

- (a)** The Subrecipient agrees to ensure all staff participate in OWD required training sessions and all CWDB provided training sessions.
- (b)** New staff will not receive access to the State's statewide electronic case management system until they have completed Technical Training.

- (c) If Subrecipient does not meet program performance or has monitoring findings, the Subrecipient shall ensure that all staff performing the duties or monitoring the program(s) in default are provided the level of training needed to ensure performance is met and/or findings are corrected.

9. **Expenditure Requirements**

As a condition of receipt of the funds described herein, Subrecipient agrees to expend funds based on the agreed upon budget provided by the CWDB. This provision does not apply to WIOA Youth funds. See OWD Issuance Expenditure Policy for further guidance.

10. **Cancellation or Termination**

CWDB and Subrecipient agree to the following cancellation provisions:

- (a) CWDB may cancel this Agreement for noncompliance with any requirement of WIOA or the regulations promulgated under that Act, noncompliance with the requirements of any other applicable law, or the withdrawal of the Award Recipient/Local Area Award Subrecipient/Fiscal Agent designation (as appropriate) by the Local Workforce Development Board or the CLEOs, by giving written notice to the Subrecipient of such termination and specifying the effective date thereof. In the event of such cancellation, the Subrecipient will be paid to the date of cancellation for such work as has been properly performed hereunder, as determined by CWDB.
- (b) If the Subrecipient fails to perform under this Agreement or fails to make sufficient progress so as to endanger performance, CWDB may cancel this Agreement, in whole or in part, upon thirty (30) calendar days written notice to the Subrecipient. In the event of such cancellation, the Subrecipient will be paid to the date of cancellation for such work as has been properly performed hereunder, as determined by CWDB.
- (c) Either party may, at their option, cancel this Agreement without penalty upon thirty (30) calendar days written notice. In such event, the Subrecipient shall receive full payment for services reported in accordance with Chapter 8 prior to such termination. However, in no event shall any said payment exceed the obligated amount for said services.
- (d) If any term, covenant, or condition of this Agreement shall be determined judicially to be illegal, invalid, or unenforceable, the remaining terms, covenants, and conditions of this Agreement are severable and shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

In the event of any inconsistency between the terms and conditions of this Agreement and other requirements which conflict with Federal guidance, the Federal terms and conditions shall take precedence.

11. **Compliance**

- (a) The Subrecipient must use its own documented procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR 200.318, General Procurement Standards.

- (b)** The Subrecipient assures that it shall expend funds provided by this Agreement in accordance with the WIOA and final regulations; United States Department of Labor (USDOL) and the Department of Higher Education and Workforce Development (DHEWD), Office of Workforce Development (OWD) guidance, issuances <https://jobs.mo.gov/dwdissuances>, rules, regulations, policies and procedures, manuals, and desk aids; and all other applicable federal, state, or local laws.
- (c)** The Subrecipient must maintain its own local policies and procedures as required by CWDB and uniform guidance as amended.
- (d)** The Subrecipient shall provide and perform the services as specified in the project Scope of Work (as applicable), as approved by CWDB.
- (e)** The Subrecipient must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards applicable to their organization as codified at 2 CFR Part 200, et al, and 2 CFR Part 2900, DOL Exceptions to 2 CFR Part 200.
- (f)** The Subrecipient is required to and hereby agree and consent to, use the statewide case management system in accordance with OWD policy herein incorporated by reference. Further, all Subrecipients and its subrecipients are required to and hereby agree to and consent to collect and provide data regarding their services and clients in the manner, form and frequency prescribed by OWD.
- (g)** Any information technology related products or services purchased, used, or maintained through this Agreement must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the Federal Rehabilitation Act of 1973 (29 USC 794d), as amended. The Federal Electronic and Information technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.
- (h)** The Subrecipient must register in the System for Award Management (SAM) database at <https://sam.gov/SAM/>, and failure to maintain an active registration during the pendency of the Annual Agreement may result in withholding cash and future agreements. In order to register in SAM, a valid Dun and Bradstreet Data Universal Numbering System (DUNS) Number is required. See <https://www.dnb.com>.
- (i)** Pursuant to 2 CFR 200.400(g), non-Federal entities may not earn or keep any profit resulting from Federal financial assistance, except as authorized by WIOA Section 121(d)(2)(B) for One-Stop Operators or service providers that are for-profit entities.
- (j)** The Subrecipient assures that it shall provide services through the CWDB Local Plan that are consistent with the WIOA Missouri Combined State Plan (or as modified).
- (k)** Pursuant to 2 CFR 683.100 et. Seq., the Subrecipient must assure that it shall not expend funds provided under WIOA for those activities identified as prohibited.
- (l)** The Subrecipient assures that it shall comply with the confidentiality requirements of WIOA Section 116(i)(3), Performance Accountability System, Fiscal and Management Accountability Information Systems, Confidentiality, and 2 CFR 200.303(e), Internal Controls.
- (m)** The Subrecipient assures that it shall not use funds received under WIOA to displace any currently employed employee or previously laid off employee from the same or substantially equivalent job in accordance with WIOA Section 181(b)(2)(A), Requirements and Restrictions, Labor Standards, Displacement, Prohibition.

- (n) The Subrecipient assures that it shall not use funds received under WIOA to assist, promote, or deter union organizing in accordance with WIOA Section 181(b)(7), Requirements and Restrictions, Labor Standards, No Impact on Union Organizing.
- (o) CWDB will minimally monitor quarterly and resolve monitoring findings of the Subrecipient receiving funds under WIOA. A monitoring report must be issued to the Subrecipient annually. Such monitoring shall be done in accordance with WIOA Section 184(a)(4), Fiscal Controls; Sanctions, Establishment of Fiscal Controls by States, Monitoring, 2 CFR 200.329, Monitoring and Reporting Program Performance, and 2 CFR 200.332, Requirements for Pass-through Entities, and additional requirements as issued by OWD including the Sub-state Monitoring Policy.
- (p) No funds may be expended by an entity unless the entity agrees that in expending the funds it will comply with sections 8301 through 8303 of Title 41, United States Code (commonly known as the “Buy American Act”). See WIOA Section 502—Buy American Requirements.
- (q) Conferences sponsored in whole or in part by Subrecipients are allowable if the conference is necessary and reasonable for the successful performance of the Award activities. Subrecipients are urged to use discretion and judgment to ensure that all conference costs charged are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR 200.432, Conferences. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.
- (r) The Subrecipient agrees that it shall ensure fees paid to a consultant who provides services under a program shall be limited to seven hundred, ten dollars and zero cents (\$710.00) per day (representing an eight (8) hour work day). Any fees paid in excess of this amount cannot be paid without prior written approval from the CWDB. This only applies to nonformula funded activities.
- (s) Domestic travel costs by the Subrecipient are allowable if the travel is necessary, reasonable, and allocable and conform to the entity’s written policies and procedures.
- (1) All travel must comply with Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a US Flag air carrier if service provided by such carrier is available.
 - (2) The Subrecipient assures that it shall comply with the mileage reimbursement rate requirements of 2 CFR 200.475(a). The Subrecipient shall have policies and procedures in place related to travel cost. Reimbursements made on a mileage basis must not be charged more than the maximum allowable mileage reimbursement rates. Mileage rates must be checked annually at www.gsa.gov/mileage to ensure compliance.
 - (3) No funds provided under this Agreement shall be used for foreign travel.
- (t) No funds provided under this Agreement shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local

government itself. Nor shall funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government. These prohibitions shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

- (u) The Subrecipient must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval of the Award Officer or by court order. The Subrecipient and its subrecipients must meet the requirements in TEGL No. 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII), located at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.
- (v) The Subrecipient must ensure that no funds made available under a Federal Act may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 835(b) of the Homeland Security Act of 2002 (6 U.S.C. 395(b)) or any subsidiary of such an entity. Waivers to this regulation may be granted by the Secretary of Labor, if the Secretary determines that the waiver is required in the interest of national security.
- (w) The Subrecipient shall provide responses to monitoring issues within the time required by CWDB and/or OWD or be subject to additional terms and conditions as allowed by uniform guidance up to and including withholding payments.
- (x) To the extent allowed by law, the Subrecipient shall proceed and save CWDB herein harmless from any and all loss, claims, expenses, action, causes of actions, cost, damages, and obligations, final or otherwise, arising from any and all acts of the Subrecipient, its agents, employees, licensees, WIOA participants, or invitees that result in injury to property or loss to CWDB, arising from performance of this Agreement, as those injuries, damages, or losses relate to any person, corporation, partnership, or any other entity.

To the fullest extent not prohibited by law, the Subrecipient shall indemnify and hold harmless the CWDB, its officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising by reason of any act or failure to act, negligent or otherwise, of the Subrecipient, of anyone directly or indirectly employed by or otherwise working for the Subrecipient, or of anyone for whose acts the Subrecipient may be liable, in connection with the Award activities This provision does not, however, require Subrecipient to indemnify, hold harmless, or defend the CWDB from their own negligence. The indemnification set forth herein is a continuing obligation and survives the expiration or termination of this Agreement. It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

- (y) The Subrecipient assumes full liability for the actions of itself and all its subrecipients for all expenditures determined by CWDB to be disallowed. The Subrecipient further agrees to repay from non-federal sources all expenditures determined by CWDB to be disallowed.

Such paragraph is not intended and shall not relieve the Chief Local Elected Official(s) (CLEO) of the Local Workforce Development Area (LWDA) of liability for any additional funding provided for services herein to the LWDA entity identified by the LWDA plan and as provided by WIOA 107(d)(12)(B)(i), Local Workforce Development Boards, Functions of the Local Board, Budget and Administration. The CLEO in a local area shall serve as the local Award recipient for, and shall be liable for any misuse of funds allocated to the local area under WIOA sections 128 and 133, unless the CLEO reaches an agreement with the Governor for the Governor to act as the local Award recipient and bear such liability.

12. Communications

Any promotional literature, electronic or printed, as well as any social media outreach shall be approved by the CWDB Communications Coordinator.

13. Compliance with Laws

By signing this Agreement, the Subrecipient ensures that the Subrecipient has read, understand and agree to follow all of the laws listed in OWD Issuance WIOA Annual Agreement: Applicable Laws and Regulations. <https://jobs.mo.gov/dwdissuances>

14. Governing Law

This Agreement shall be governed by the laws of the State of Missouri. Any and all legal actions that arise out of this Agreement shall have exclusive venue and jurisdiction in the state courts of the State of Missouri.

15. Enrollment and Performance


The Subrecipient agrees to meet and/or exceed enrollment and performance goals as provided by the CWDB."

16. Continuous Improvement


The Subrecipient will continue to implement the items contained in the Continuous Improvement Action Items document dated April 12, 2022. The document will be transmitted to the Subrecipient as part of this contract.

Signature Page 1 of 1

By signing below, the signatories agree to the terms and conditions of this Agreement, including all applicable assurances and certifications, on behalf of their respective agencies indicated below. In addition, the Subrecipient's expenditure of any funds properly granted hereunder constitutes acceptance of the award, including any new or additional terms and conditions as may be attached hereto.

<p>DocuSigned by:  <small>9120C96E298B4FE...</small></p>	<p>5/20/2022</p>
<p>Thomas R. Dudley</p>	

CWDB Chair Signature	Print Name	Date
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<p>DocuSigned by:  <small>7C181F3BDF03428...</small></p>	<p>5/17/2022</p>
<p>Amy Sublett</p>	

CWDB Director Signature	Print Name	Date
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<p>DocuSigned by:  <small>32AC1B00BDC040D...</small></p>	<p>5/18/2022</p>
<p>Patricia Rogers</p>	

COPIC Director Signature	Print Name	Date
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