

## 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 State of Missouri's Office of Workforce Development, (hereinafter "OWD") and the NORTHEAST WORKFORCE INVESTMENT BOARD (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 April 1, 2022 to June 30, 2025. 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 State of Missouri 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 OWD. If such renewal is deemed to be desirable by OWD, 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.

OWD reserves the right to make revisions at any time based on guidance from 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

**Federal Level Lagging Indicators:** federally negotiated performance measures including credential attainment, median earnings, employment, and measurable skills gain

**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

**Stop Gap Funding:** is when a region spends/commits at least 90% of their current formula funds, they can request funds to “stop the gap” until next funding is available

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

**Sustainability Plan:** a document, that describes how the region’s programs and financial status will be sustained (survive) in the event of changes in funding, leadership, staffing, operational capacity, environmental events, or any other change to local workforce development

**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 <https://www.ecfr.gov/current/title-20/chapter-V/part-680>

### 3. **Submission Requirements**

Subrecipient(s) shall provide to OWD via email [MOWIOAPlan@dhewd.mo.gov](mailto:MOWIOAPlan@dhewd.mo.gov) the following agreements, plans, and/or Memorandum of Understandings (MOUs) by May 1<sup>st</sup> of each year.

#### (a) **Sustainability Plan for LWDB to include Subrecipient(s) information:**

The plan must follow the format and details in Attachment II.

#### (b) **Chief Local Elected Official (CLEO) Agreements and By-Laws**

- 1) Must follow guidelines at 20 CFR 679.310 <https://www.ecfr.gov/current/title-20/chapter-V/part-679/subpart-C/section-679.310>;
- 2) Agreements must require the CLEO attend at least one Local Workforce Board meeting annually;
- 3) Include the requirements in section 4(a) and 4(b);
- 4) Agreements must indicate how CLEO will conduct annual review and revision; and
- 5) Local Board minutes documenting review of the Agreement annually.

#### (c) **One Stop Operator (OSO) Agreement**

- 1) Agreement must define roles of the One Stop Operator (hereinafter OSO);
- 2) Agreement must clarify and define what the OSO is not allowed to do;
- 3) Identify and define additional responsibilities; and
- 4) Board minutes documenting review of the Agreement annually.

#### (d) **Fiscal Agent Agreements or Policy/Process**

If the CLEO designates a local fiscal agent, a Fiscal Agent Agreement must be developed. If the Board serves as the fiscal agent then a policy or process must be developed.

- 1) Agreement or Policy must include the responsibilities listed in 20 CFR 679.420(b) <https://www.ecfr.gov/current/title-20/chapter-V/part-679/subpart-C/section-679.420>;
- 2) Additional responsibilities determined by the CLEO;
- 3) Timeframe of the agreement;
- 4) Board minutes documenting review of the Agreement or Process annually.

### 4. **CLEO and Local Workforce Development Board (LWDB) Chairperson Responsibilities**

- (a) The CLEO and the LWDB Chairperson for each Subrecipient must attend two trainings provided by OWD specifically for CLEOs and LWDB Chairpersons. One will be virtual and one will be in person. OWD will make each Subrecipient aware of the training in advance.
- (b) If the CLEO and/or LWDB Chairperson for each Subrecipient fail to fulfill the responsibility in 4(a) they will be required to schedule and attend an in-person meeting with the OWD Director.
- (c) The CLEO and LWDB Chairperson must maintain, at the facility of record, for each LWDB area, both electronic and hard copies of this Agreement, and any documents listed under section three (3) of this Agreement, to be made available for review by OWD Regulatory Compliance team and members of the public immediately upon request.
- (d) Pursuant to 20 CFR 679.390 the documents listed therein must be current and posted on the LWDB website.

### 5. **Supplemental Funding – subject to availability of funds (see Appendix 1 for prescribed target measures)**

#### (a) **Performance Incentives available Program Year 23:**

- 1) EO Officer Staffing Allocation –up to \$25,000 for each qualifying (LWDB) region meeting baseline federal and state impact measures.

- 2) Special Project Allocation – up to \$75,000 participant costs for each qualifying (LWDB) region (exceed baseline by 10%-\$25,000, 15%-\$50,000, 20%-\$75,000).

**(b) Terms beginning Program Year 22:**

To qualify for performance incentives available in PY23, outlined in section 5a, each (LWDB) region must:

- 1) Meet prescribed baseline target PY22 federal and state impact measures to access one performance incentive.
- 2) Exceed prescribed baseline target PY22 state impact measures by 10%, 15%, and 20% and meet federal impact measures to access additional performance incentives.

**(c) Operational/Participant cost stop-gap funding beginning Program Year 22:**

- 1) OWD will consider operational and/or participant cost stop-gap supplemental funding for (LWDB) regions that have committed costs totaling no less than 85% of annual budget beginning Program Year 2022.
- 2) This equates to 85% of total committed costs for Program Year (PY) and Fiscal Year (FY) Formula Funds beginning Program Year 2022.

**6. Annual Performance Goals – Adult and Dislocated Worker Only (Youth Excluded), based on Formula Funds.**

- (a) Baseline not to exceed 200% of previous year's baseline.
- (b) Overarching Performance Goals – State Level Leading Indicators (**Appendix 1**)

Program Year	OWD	LWDB
2022	Increase Wagner-Peyser Enrollments Based on Regional Share of Unemployment Insurance (UI)	Increase WIOA AD/DW Enrollment Baseline Target by 10%

**(c) Overarching Performance Goals – Federal Level Lagging Indicators**

Federally Negotiated Measure	OWD	LWDB
Credential Attainment (CA)	Meet or exceed negotiated rate	Meet or exceed negotiated rate
Median Earnings (ME)	Meet or exceed negotiated rate	Meet or exceed negotiated rate
Quarter Two (Q2) Employment Rate	Meet or exceed negotiated rate	Meet or exceed negotiated rate
Quarter Four (Q4) Employment Rate	Meet or exceed negotiated rate	Meet or exceed negotiated rate
Measurable Skills Gain (MSG)	Meet or exceed negotiated rate	Meet or exceed negotiated rate

**7. Modifications**

Modifications to the NOOs covered under this Agreement shall be transmitted to the Subrecipient and shall be assigned a consecutive identifying number by OWD. The modifications will not 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 as well as within the Department of Higher Education and Workforce Development's (DHEWD's) Financial Reporting System (FRS).

**8. Payment and Reporting Requirements**

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

- (a) The Subrecipient must utilize the Cash Request page or section of FRS to control the cash requirements for program operations. OWD reserves the right to monitor and, when deemed necessary by OWD, restrict cash flow to prevent accumulation of excess cash. Excess cash shall be defined as cash on hand in excess of cumulative cash disbursed through the same accounting period. The Subrecipient shall provide an explanation on the monthly Contract Progress Report (CPR) when cumulative cash requested exceeds cumulative cash disbursed reported through the same accounting period. FRS will require cumulative cash disbursed to be entered in order to submit the monthly CPR. Cumulative cash disbursed cannot be greater than cumulative cash requested (FRS will only allow for the amount of cumulative cash disbursed to be equal to or less than the cumulative cash requested). If the amount entered for cumulative cash disbursed is less than the cumulative cash drawn then an explanation will be required prior to submission. Cumulative accrued expenditures should, almost always, exceed the cumulative cash disbursed as the cumulative accrued expenditures consists of the cumulative cash disbursements plus accruals.
- (b) The Subrecipient must, during the term of this Agreement, prepare and submit monthly to OWD, a monthly CPR. This report shall be reflective of the approved budget line items as outlined in the contract. The Subrecipient must submit this report no later than the close of business on the tenth (10th) calendar day of the month for non-end of quarter months and on the fifteenth (15th) calendar day of the month for end of quarter months following the month for which activities are reported upon to OWD. Reports shall be prepared on an accrual basis, and include all costs incurred for the period, without regard to payment date. The Subrecipient shall utilize the Final Report feature on the CPR when closing out each funding contract. FRS will require the CPR to be marked final and closeout report completed on all CPRs when the cumulative expenditures and cash drawn match the budget.
- (c) The Subrecipient must comply with the OWD Issuance for Program Year 2022/Fiscal Year 2023 Workforce Innovation and Opportunity Act Formula Allocations to Local Workforce Development Boards for Adult, Youth, and Dislocated Worker Programs Policy regarding the completion of Planning Budget Summaries (PBS).
- (d) The Subrecipient must comply with the terms and conditions concerning closeout of the sub-award in 2 CFR 200.344, Closeout, with the exception that after the period of performance is complete, the Subrecipient will have two (2) CPR cycles instead of ninety (90) calendar days where applicable. All CPRs that have cumulative expenditures and cash drawn fully reported in FRS will now be required to submit the closeout report in FRS in order to submit the CPRs.
- (e) The Subrecipient assures that it and its subrecipients 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.

- (f) The Subrecipient must submit a Program Income Report in accordance with 2 Code of Federal Regulations (CFR) 200.307, Program Income; a Stand-In Cost Report, in accordance with Comptroller General of the United States Decision 68 Comp. Gen. 247, B208871.2, dated February 9, 1989; a Leveraged Funds Report; and a Match Funds Report, as applicable, on a quarterly basis by the fifteenth (15th) calendar day of the month following the last month of the quarter being reported. Reports shall be reported on an accrual basis, and include all costs/revenues incurred, without regard to payment or receipt date. Any program income generated must be disbursed prior to requesting additional cash from OWD.
- (g) The Subrecipient must submit any other such financial and statistical reports OWD may require within the timelines prescribed.
- (h) The Subrecipient and its subrecipients must maintain a participant tracking and data system that will provide reports required by the OWD. 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 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".
- (i) The Subrecipient and its subrecipients 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.
- (j) Payment is contingent upon continued availability of funding and/or ability to request cash.

#### 9. **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.

#### 10. **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. The audit(s) shall be due to OWD no later than nine (9) 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 OWD upon acceptance by the FAC. The Subrecipient shall notify OWD in the event the Subrecipient is not required to obtain and submit a single audit.

- (c) The subrecipient must cooperate with OWD in resolving questions that OWD 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, OWD 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.

#### 11. **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 send new financial staff to OWD sponsored financial training within thirty (30) calendar days of employment.
- (b) The Subrecipient agrees to ensure all relevant staff, to include board members and CLEOs, participate in any OWD required training.
- (c) New staff will not receive access to the State's statewide electronic case management system until they have completed Technical Training.
- (d) 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.

#### 12. **Expenditure Requirements**

As a condition of receipt of the funds described herein, Subrecipient agrees to expend no more than sixty percent (60%) of the WIOA Adult and Dislocated Worker combined program formula funds for staffing and other non-participant costs. Forty percent (40%) of the funds must be used to provide WIOA participants services and training. This provision does not apply to WIOA Youth funds. See OWD Issuance Expenditure Policy for further guidance.

#### 13. **Cancellation or Termination**

OWD and Subrecipient agree to the following cancellation provisions:

- (a) OWD 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 OWD.
- (b) If the Subrecipient fails to perform under this Agreement or fails to make sufficient progress so as to endanger performance, OWD 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 OWD.
- (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.

#### 14. Compliance

- (a) The Subrecipient and its subrecipients 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 and its subrecipients 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 and its subrecipients must follow requirements outlined in the current OWD Financial Manual. <https://jobs.mo.gov/dwdadmin>
- (d) The Subrecipient must maintain its own local policies and procedures as required by the local plan, the required written LWDB policies, and uniform guidance as amended.
- (e) The Subrecipient shall provide and perform the services as specified in the project Scope of Work (as applicable), as approved by OWD.
- (f) The Subrecipient and its subrecipients 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.
- (g) The Subrecipient and its subrecipients are 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.
- (h) 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>.
- (i) The Subrecipient and its subrecipients 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>.

- (j) 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.
- (k) The Subrecipient assures that it and its subrecipients receiving WIOA funds shall provide services through the Local Workforce Development Area Local Plan that are consistent with the WIOA Missouri Combined State Plan (or as modified).
- (l) Grant award and employees working on this grant award are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712. The grant award recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections.
- (m) Pursuant to 2 CFR 683.100 et. Seq., the Subrecipient must assure that it and its subrecipients shall not expend funds provided under WIOA for those activities identified as prohibited.
- (n) The Subrecipient assures that it and its subrecipients 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.
- (o) The Subrecipient assures that it and its subrecipients 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.
- (p) The Subrecipient assures that it and its subrecipients 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.
- (q) The Subrecipient assures that it and its subrecipients shall minimally monitor quarterly and resolve monitoring findings of subrecipients receiving funds under WIOA. A monitoring report must be issued to subrecipients 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.
- (r) No funds may be expended by an entity unless the entity agrees that in expending the funds it will comply with sections 8301 through 8305 of Title 41, United States Code (commonly known as the "Buy American Act"). See WIOA Section 502—Buy American Requirements.
- (s) Conferences sponsored in whole or in part by Subrecipients or their subrecipients are allowable if the conference is necessary and reasonable for the successful performance of the Award activities. Subrecipients and their 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.

- (t) The Subrecipient agrees that it and its subrecipients shall ensure fees paid to a consultant who provides services under a program shall be limited to seven hundred, fifty dollars and zero cents (\$750.00) 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 OWD. This only applies to non-formula funded activities.
- (u) Domestic travel costs by the Subrecipient or their subrecipients 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 and its subrecipients shall comply with the mileage reimbursement rate requirements of 2 CFR 200.475(a). The Subrecipient and its subrecipients 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](http://www.gsa.gov/mileage) to ensure compliance.
  - (3) No funds provided under this Agreement shall be used for foreign travel.
- (v) The Subrecipient ensures that it and its subrecipients shall require all One-Stop partner programs including all programs that are funded under title I of WIOA to contribute to the infrastructure costs and certain additional costs of the One-Stop delivery system in proportion to their use and relative benefits received as required in 20 CFR 678.700 and 678.760. While Native American programs established under WIOA section 166 are not required to contribute to infrastructure costs per WIOA 121(h)(2)(D)(iv), they are strongly encouraged to contribute as stated in Training and Employment Guidance Letter (TEGL) No. 17-16. The sharing allocation of infrastructure costs between One-Stop partners is governed by WIOA section 121(h), WIOA's implementing regulations, and the Federal Cost Principles contained in the Uniform Guidance at 2 CFR Part 200 and USDOL's exceptions at 2 CFR Part 2900. The Federal Cost Principles state that a partner's contribution is an allowable, reasonable, necessary, and allocable cost to the program and is consistent with other legal requirements.
- (w) 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.

- (x) The Subrecipient and its subrecipients 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](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872).
- (y) The Subrecipient and its subrecipients 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.
- (z) The Subrecipient shall provide responses to monitoring issues within the time required by OWD or be subject to additional terms and conditions as allowed by uniform guidance up to and including withholding payments.
- (aa) To the extent allowed by law, the Subrecipient shall proceed and save OWD 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 OWD, 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 OWD, 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 OWD 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.

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

**15. Compliance with Laws**

By signing this Agreement, the Subrecipient ensures that the Subrecipient and its subrecipients have 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>

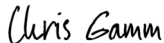

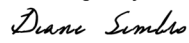
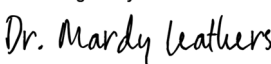
**16. Governing Law**

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.

**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.

NORTHEAST WORKFORCE INVESTMENT  
BOARD  
SUBRECIPIENT

<div>DocuSigned by:  05694F7F340A433... CLEO Signature</div>	<div>Chris Gamm</div> <hr/> <div>Print Name</div>	<div>3/29/2022</div> <hr/> <div>Date</div>
<div>DocuSigned by:  94259B3D33374F8... LWDB Chair Signature</div>	<div>Michael Puro</div> <hr/> <div>Print Name</div>	<div>3/29/2022</div> <hr/> <div>Date</div>
<div>DocuSigned by:  DA38446F5753422... LWDB Staff Director Signature</div>	<div>Diane Simbro</div> <hr/> <div>Print Name</div>	<div>3/29/2022</div> <hr/> <div>Date</div>
<div>DocuSigned by:  83DE22E3DEE04AC... Director of Workforce Development</div>	<div>Dr. Mardy Leathers</div> <hr/> <div>Print Name</div>	<div>3/29/2022</div> <hr/> <div>Date</div>

<b>Adult—Local Administration:</b>		<b>Definitions</b>	<b>Expenditure Rate</b>
Adult—Salary and Fringe Benefits		Salaries and fringe benefits for administrative staff working with the program.	10%
Adult—Other Administration		Other costs associated with operating the program such as supplies, space, travel, etc.	10%
Adult – Administration Indirect		Admin Indirect costs associated with operating the program such as supplies, space, travel, etc.	10%
<b>Adult—Program Services:</b>		<b>Definitions</b>	<b>Expenditure Rate</b>
Adult—Salary and Fringe Benefits		Salaries and fringe benefits for staff operating the program.	60%
Adult—Other staffing costs		Other costs associated with operating the program such as supplies, space, travel, etc.	60%
Adult – Program Indirect		Program Indirect costs associated with operating the program such as supplies, space, travel, etc., space, travel, etc.	60%
Adult— WBL activities and Training-Related EPs (Front-Line Staff Time)		Funds used for staffing costs for the development and management of WIOA OJT Agreements, OJT Training Plans, OJT mid & end point on-site monitoring activities, various WIOA Work Experience Training Plans & on-site monitoring activities, and WIOA Training-Related Employment Plans.  *Up to one hour of front-line staff time may be allocated to direct participant costs, per activity.	40%
Adult—ITA		Funds expended for participants enrolled in Occupational Skills Training and paid for through individual training account. Activity Code 300.	40%
Adult—OJT		Funds expended for participants enrolled in On-the-Job Training. Activity Code 301.	40%
Adult—Pre-Apprenticeship		Programs that provide training to increase math, literacy, and other vocational skills needed to gain entry to a registered apprenticeship program. Activity Code 223.	40%
Adult—Registered Apprenticeship		A registered apprenticeship is a program registered under the National Apprenticeship Act. Activity Code 314.	40%
Adult—Workforce Preparation Activities		Activities to prepare individuals for unsubsidized employment or training. Activity Code 221.	40%

<b>Adult—Program Services:</b>		<b>Expenditure Rate</b>
	<b>Definitions</b>	
Adult—Transitional Jobs	Time-limited, subsidized employment in the private, non-profit, or public sectors for individuals with barriers to employment who are chronically unemployed or have an inconsistent work history. Activity code 348. No more than 10% of combined Adult/DW allotment.	40%
Adult—Customized Training	Training that is designed to meet the special requirements of an employer (including a group of employers); that is conducted with a commitment by the employer to employ an individual upon successful completion of the training; and for which the employer pays for a significant cost of the training, as determined by the Local Board. Activity Code 304.	40%
Adult—Incumbent Worker Training	A program designed to meet the special requirements of an employer (including a group of employers) to retain a skilled workforce or avert the need to lay off employees by assisting the workers in obtaining the skills necessary to retain employment. Activity code 347. No more than 20% of combined Adult/DW allotment.	40%
Adult—Internship	A planned, structured learning experience that takes place in a workplace for a limited time. An internship may be arranged within the private for-profit sector, the non-profit sector, or the public sector. Activity code 218.	40%
Adult—Work Experience	A planned, structured learning experience that takes place in a workplace for a limited time. Work experience may be paid or unpaid, as appropriate. An internship or work experience may be arranged within the private for profit sector, the non- profit sector or the public sector. Activity code 219.	40%
Adult—Supportive Services	Funds expended for participants enrolled in allowable activities. Activity codes include: 180, 181, 182, 184, and 185.	40%
Adult—Pay for Performance	Contracts in the provision of training service that specify a fixed amount that will be paid to an eligible service provider based on the achievement of specified levels of performance on the primary indicators of performance.	40%

<b>Dislocated Worker—Local Administration:</b>		
<b>Definitions</b>	<b>Definitions</b>	<b>Expenditure Rate</b>
<b>Expenditure Category</b>		
Dislocated Worker— Salary and Fringe Benefits	Salaries and fringe benefits for administrative staff working with the program.	10%
Dislocated Worker— Other Administration	Other costs associated with operating the program such as supplies, space, travel, etc.	10%
Dislocated Worker – Admin Indirect	Admin Indirect costs associated with operating the program such as supplies, space, travel, etc.	10%
<b>Dislocated Worker—Program Services:</b>		
	<b>Definitions</b>	<b>Expenditure Rate</b>
Dislocated Worker— Salary and Fringe Benefits	Salaries and fringe benefits for staff operating the program.	60%
Dislocated Worker— Other staffing costs	Other costs associated with operating the program such as supplies, space, travel, etc.	60%
Dislocated Worker – Program Indirect	Program Indirect costs associated with operating the program such as supplies, space, travel, etc.	60%
Dislocated Worker— WBL activities and Training-Related EPs (Front-Line Staff Time)	Funds used for staffing costs for the development and management of WIOA OJT Agreements, OJT Training Plans, OJT mid & end point on-site monitoring activities, various WIOA Work Experience Training Plans & on-site monitoring activities, and WIOA Training-Related Employment Plans.  *Up to one hour of front-line staff time may be allocated to direct participant costs, per activity.	40%
Dislocated Worker—ITA	Funds expended for participants enrolled in Occupation-Specific Training and paid for through individual training accounts. Activity Code 300.	40%
Dislocated Worker—OJT	Funds expended for participants enrolled in On-the-Job Training. Does not include funds expended from the OJT Dislocated Worker Grant. Activity Code 301.	40%
Dislocated Worker— Pre-Apprenticeship	Programs that provide training to increase math, literacy, and other vocational skills needed to gain entry to a registered apprenticeship program. Activity Code 223.	40%
Dislocated Worker— Registered Apprenticeship	A registered apprenticeship is a program registered under the National Apprenticeship Act. Activity Code 314.	40%



<b>Dislocated Worker—Program Services:</b>	<b>Definitions</b>	<b>Expenditure Rate</b>
Dislocated Worker—Workforce Preparation Activities	Activities to prepare individuals for unsubsidized employment or training. Activity Code 221.	40%
Dislocated Worker—Transitional Jobs	Time-limited, subsidized employment in the private, non-profit, or public sectors for individuals with barriers to employment who are chronically unemployed or have an inconsistent work history. Activity code 348. No more than 10% of combined Adult/DW allotment.	40%
Dislocated Worker—Customized Training	Training that is designed to meet the special requirements of an employer (including a group of employers); that is conducted with a commitment by the employer to employ an individual upon successful completion of the training; and for which the employer pays for a significant cost of the training, as determined by the Local Board. Activity Code 304.	40%
Dislocated Worker—Incumbent Worker Training	A program designed to meet the special requirements of an employer (including a group of employers) to retain a skilled workforce or avert the need to lay off employees by assisting the workers in obtaining the skills necessary to retain employment. Activity code 347. No more than 20% of combined Adult/DW allotment.	40%
Dislocated Worker—Internship	A planned, structured learning experience that takes place in a workplace for a limited time. An internship may be arranged within the private for-profit sector, the non-profit sector, or the public sector. Activity code 218.	40%
Dislocated Worker—Work Experience	A planned, structured learning experience that takes place in a workplace for a limited time. Work experience may be paid or unpaid, as appropriate. An internship or work experience may be arranged within the private for profit sector, the non-profit sector or the public sector. Activity code 219.	40%
Dislocated Worker—Supportive Services	Funds expended for participants enrolled in allowable activities. Activity codes include: 180, 181, 182, 184, and 185.	40%
Dislocated Worker—Pay for Performance	Contracts in the provision of training service that specify a fixed amount that will be paid to an eligible service provider based on the achievement of specified levels of performance on the primary indicators of performance.	40%

<b>Youth—Local Administration: Definitions Expenditure Category</b>			<b>Definitions</b>	<b>Expenditure Rate</b>
Youth—Salary and Fringe Benefits		Salaries and fringe benefits for administrative staff working with the program.		10%
Youth—Other Administration		Other costs associated with operating the program such as supplies, space, travel, etc.		10%
Youth – Admin Indirect		Admin Indirect costs associated with operating the program such as supplies, space, travel, etc.		10%
<b>Youth—In-School Youth Program Services: Definitions</b>			<b>Definitions</b>	<b>Expenditure Rate</b>
In-School—Salary and Fringe Benefits		Salaries and fringe benefits for staff operating the program.		Exempt
In-School—Other staffing/operational costs		Other costs associated with operating the program such as supplies, space, travel, etc.		Exempt
In-School – Program Indirect		Program Indirect costs associated with operating the program such as supplies, space, travel, etc.		Exempt
<b>Youth—In-School Youth Direct Participant Costs: Definitions</b>			<b>Definitions</b>	<b>Expenditure Rate</b>
In-School—Occupational Skills Training (Procurement Only)		Funds expended for In-School WIOA Youth participants enrolled in occupational skills training. Activity Code 406.		Exempt
In-School—Work Experiences Staffing		Funds used for staffing costs for the development and management of WIOA work experiences as defined in <u>20 CFR 681.590</u> & <u>20 CFR 681.600</u> . Meets the requirement of WIOA Section 129(c)(4): 20% minimum budgeted for and expended for work experiences. Activity Codes 400, 408, 409, 425, 427, 428, and 433.		20% WBL Requirement
In-School—OJT		Funds expended for In-School WIOA Youth participants enrolled in On-the-Job Training. Activity code 428.		20% WBL Requirement for Work based learning portion.
In-School—Pre-apprenticeship		Funds used for Pre-apprenticeship programs, Activity code 433.		20% WBL Requirement
In-School—Registered Apprenticeship		A registered apprenticeship is a program registered under the National Apprenticeship Act. Activity Code 423.		20% WBL Requirement for Work based learning portion.

<b>Youth—In-School Youth Direct Participant Costs:</b>		<b>Definitions</b>	<b>Expenditure Rate</b>
In-School—Internships and Job Shadowing		Funds used for Internships and Job Shadowing, Activity codes 427. Program staff wages for development and management for Activity codes 408 and 409 as they are unpaid activities for the	20% WBL Requirement
In-School—Financial Literacy		Funds used for Financial Literacy Education, Activity code 434.	Exempt
In-School— Alternative Secondary School		Alternative secondary school services, or dropout recovery services, as appropriate. Activity code	Exempt
In-School Drop Out Prevention and Recovery		Dropout recovery services. Activity code 406.	Exempt
In-School— Entrepreneurial Skills Training		Activities that provide the basics of starting and operating a small business. Activity Code 435.	Exempt
In-School— Other direct participant		Incentive payments made to participants. Activity code 487.	Exempt
In-School—Work Experiences— Participant Wages and Pre-Employment Testing		Includes Summer Employment and other employment as available throughout the school year, Activity codes 400 and 425. This would include participant wages and fringe costs for payroll.	20% WBL Requirement
In-School-Other expenses incurred due to procured youth services		Any expenses incurred due to the procurement of the required Youth elements not listed separately. This may include Education for Workforce Prep (ex. YouthBuild), Activity code 401; Leadership development (410), adult mentoring (411), post secondary transition (431), etc.	Exempt
In-School—Pay for Performance		Contracts in the provision of training service that specify a fixed amount that will be paid to an eligible service provider based on the achievement of specified levels of performance on the primary indicators of performance.	Exempt
<b>Youth—Out-of-School Youth Program Services:</b>		<b>Definitions</b>	<b>Expenditure Rate</b>
<b>Definitions</b>	<b>Expenditure Category</b>		
Out-of-School— Salary and Fringe Benefits		Salaries and fringe benefits for staff operating the program.	Exempt
Out-of-School— Other staffing/operational costs		Other costs associated with operating the program such as supplies, space, travel, etc.	Exempt
Out-of-School – Program Indirect		Indirect costs associated with operating the program such as supplies, space, travel, etc.	Exempt

<b>Youth—Out-of-School Youth Direct Participant Costs:</b>		<b>Definitions</b>	<b>Expenditure Rate</b>
Out-of-School—Occupational Skills Training (ITA)		Funds expended for Out-of-School WIOA Youth participants enrolled in Activity 416 for occupational skills training.	Exempt
Out-of-School—Work Experiences Staffing		Funds used for staffing costs for the development and management of WIOA work experiences as defined in <u>20 CFR 681.590</u> & <u>20 CFR 681.600</u> . Meets the requirement of WIOA Section 129(c)(4): 20% minimum budgeted for and expended for work experiences. Activity Codes 400, 408, 409, 425, 427, 426, 428, and 433.	20% WBL Requirement
Out-of-School—OJT		Funds expended for Out-of-School WIOA Youth participants enrolled in On-the-Job Training, Activity code 428.	20% WBL Requirement
Out-of-School—Supportive Services		Funds expended for WIOA Out-of-School participants enrolled in allowable activities. Activity codes 480, 481, 482, 483, 485, and 486.	Exempt
Out-of-School—Pre-apprenticeship		Funds used for Pre-apprenticeship programs, Activity code 433.	Exempt
Out-of-School—Registered Apprenticeship		A registered apprenticeship is a program registered under the National Apprenticeship Act. Activity Code 423.	20% WBL Requirement for Work based learning portion.
Out-of-School—Internships and Job Shadowing		Funds used for Internships and Job Shadowing, Activity codes 427. Program staff wages for development and management for Activity codes 408 and 409 as they are unpaid activities for the	20% WBL Requirement
Out-of-School—Financial Literacy Education		Funds used for Financial Literacy Education, activity code 434.	Exempt
Out-of-School—Alternative Secondary School Services (including		Alternative secondary school services. Activity codes 415 and 418.	Exempt
Out-of-School Drop Out Prevention and Recovery		Dropout recovery services. Activity code 406.	Exempt
Out-of-School—Entrepreneurial Skills Training		Activities that provide the basics of starting and operating a small business. Activity Code 435.	Exempt
Out-of-School—Other direct participant		Incentive payments made to participants. Activity code 487.	Exempt

<b>Youth—Out-of-School Youth Direct Participant Costs:</b>		<b>Definitions</b>	<b>Expenditure Rate</b>
Out-of-School— Youth Occupational Skills Training - NonApproved (procurement only)	Providers not on the ETPS that have been approved through local procurement. Activity code 430.		Exempt
Out-of-School—Work Experiences— Participant Wages and Pre- Employment Testing	Includes Summer Employment and other employment as available, throughout the school year, Activity codes 400 and 425. This would include participant wages and fringe costs for payroll. Program staff wages for development and management for Activity code 426 (unpaid work experience).		20% WBL Requirement
Out-of-School-Other expenses incurred due to procured youth services	Any expenses incurred due to the procurement of the required Youth elements not listed separately. This may include Education for Workforce Prep (ex. YouthBuild), Activity code 401; Leadership development (410), adult mentoring (411), post secondary transition (431), etc.		Exempt
Out-of-School—Pay for Performance	Contracts in the provision of training service that specify a fixed amount that will be paid to an eligible service provider based on the achievement of specified levels of performance on the primary indicators of performance.		Exempt

## Sustainability Plan Template

### Section 1:

**A proposed detailed program and staffing budget for the next fiscal year; for Board staff and sub-recipient positions, to include:**

Individual position titles and salaries with benefits

Current staffing levels for board staff and sub-recipient (by sub-recipient)

Proposed staffing levels for board staff and sub-recipient (by sub-recipient)

### Section 2:

**List of all job centers, sub-recipients, and locations including: Comprehensive, affiliate, and connection centers.**

### Section 3:

**Annual training and QA plan**

Provide a detailed annual training and quality assurance plan for all subrecipients must be included in the sustainability plan.

### Section 4:

**A full list of participant served and enrolled to include:**

Previous year participants served and enrolled by each job center listed in Section 2.

Projected new year participants served and enrolled by each job center listed in Section 2.

### Section 5:

**A plan for the local workforce development area detailing how operation and service delivery over the next two program years will be implemented in the event of any unforeseen challenges (good or bad). This plan must ensure a continuation of services to existing and new participants.**

How to recruit train staff

Will centers need to be closed/opened

Increase connection centers

Will you partner with other regions

Improve coordination of services with partners

Increase virtual services

Improving technology

Change in sub-recipients

### Section 6:

**Explain how the plan was developed and how it will be reviewed and modified on an ongoing basis.**

Note: Local Board minutes must be submitted with plan documenting the review and approval of the sustainability plan.

**Appendix 1 – Subrecipient Performance Goals – State Level Leading Indicators**  
*(Access to performance incentives as outlined in Section 5)*

LWDB Annual Agreements - Wagner Peyser Enrollments				
Region	Average State Unemployment CY2021	Average Region Unemployment CY2021	Regional Share of Unemployment	WP Goal for Enrollment PY2022
Northeast	119,919	4,670	3.9%	1,947
Source - Local Area Unemployment Statistics queried January 2022.				

LWDB Performance Goals - WIOA Enrollments						
Region	PY21 Baseline		10% Increase	PY22 Baseline	Tier 1 10%	Tier 2 15% Tier 3 20%
02-Northeast Region	73		7	80	88	92 96

**EXHIBIT, continued**

***(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)***

**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that NEMO WORKFORCE INVESTMENT BOARD (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

DIANE SIMBRO

Authorized Business Entity Representative's  
Name (Please Print)

*Diane Simbro*

Authorized Business Entity  
Representative's Signature

NEMO WORKFORCE INVESTMENT BOARD

Business Entity Name

4/19/2022

Date

diane.simbro@nemowib.org

E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- ☒ Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☒ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.



**EXHIBIT, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Diane Simbro (Name of Business Entity Authorized Representative) as Executive Director (Position/Title) first being duly sworn on my oath, affirm NEMO WORKFORCE INVESTMENT BOARD (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that NEMO WORKFORCE INVESTMENT BOARD (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

<u><i>Diane Simbro</i></u>	<u>Diane Simbro</u>
Authorized Representative's Signature	Printed Name
<u>Executive Director</u>	<u>4/19/2022</u>
Title	Date
<u>diane.simbro@nemowib.org</u>	<u>238187</u>
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this 19<sup>th</sup> of April. I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of Monroe, State of  
(NAME OF COUNTY)  
Missouri, and my commission expires on 3-15-24.  
(NAME OF STATE) (DATE)

*Sheila M. Jurgesmeyer* 4-19-22  
Signature of Notary Date

SHEILA M. JURGESMEYER  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Monroe County  
My Commission Expires: March 15, 2024  
Commission Number: 12536128



Company ID Number: 238187

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name: NEMO Workforce Investment Board

Company Facility Address: 111 East Monroe Street

Paris, MO 65275

Company Alternate  
Address:

County or Parish: MONROE

Employer Identification

Number: 434895649

North American Industry  
Classification Systems

Code: 624

Parent Company:

Number of Employees: 5 to 9

Number of Sites Verified

for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)



Company ID Number: 238187

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer NEMO Workforce Investment Board

**Mark Fuqua**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

08/14/2009

Date

Department of Homeland Security – Verification Division

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

08/14/2009

Date



Company ID Number: 238187

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Casie J Baumann	Fax Number:	(660) 327 - 5128
Telephone Number:	(660) 327 - 5125 ext. 103103		
E-mail Address:	casie@nemowib.org		