

Bill No. 4963

Ordinance No. _____

Requested by: Lori Myers

Sponsored by: Council as a Whole

AN ORDINANCE AUTHORIZING THE COUNTY EXECUTIVE OR HIS DESIGNEE TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE MISSOURI DEPARTMENT OF HIGHER EDUCATION AND WORKFORCE DEVELOPMENT AND THE ST. CHARLES COUNTY DEPARTMENT OF WORKFORCE & BUSINESS DEVELOPMENT RELATED TO THE WORKFORCE INNOVATION AND OPPORTUNITY ACT PY'21 ANNUAL AGREEMENT.

WHEREAS, the Missouri Department of Higher Education and Workforce Development has provided an intergovernmental agreement to the St. Charles County Department of Workforce & Business Development, Workforce Innovation and Opportunity Act (“WIOA”) PY’21 Annual Agreement; and

WHEREAS, the Department of Higher Education and Workforce Development has funds available through the United States Department of Labor, in accordance with the Workforce Innovation and Opportunity Act; and

WHEREAS, the funds available from the Department of Higher Education and Workforce Development are provided to help defray the cost of providing job training and workforce investment related services which will benefit residents of St. Charles County; and

WHEREAS, the funds available from the Department of Higher Education and Workforce Development are provided

from an annual disbursement, and each annual disbursement contains both formula funding, which is available for use for two years, and discretionary funding, which is available for use for three years. For this reason, each annual agreement has a three-year term covering the respective program year's funding; and

WHEREAS, the Missouri Department of Higher Education and Workforce Development has amended certain terms of the WIOA PY'21 Annual Agreement from versions previously authorized by the St. Charles County Council to the extent that it is appropriate for the St. Charles County Department of Workforce & Business Development to seek new approval of the agreement in its current form and content;

WHEREAS, Chapter 70, Revised Statutes of Missouri, authorizes intergovernmental agreements between political subdivisions for the purposes herein set out; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF ST. CHARLES COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The County Executive, and/or his designee(s), are hereby authorized to execute the intergovernmental agreement, with the Department of Higher Education and Workforce Development for receipt of funds under the Workforce Innovation and Opportunity Act distributed through the Department of Higher Education and Workforce Development. The intergovernmental agreement approved herein relates to funding for program year 2021 and has a term from April 1, 2021 to June 30, 2024.

Section 2. The intergovernmental agreement shall be substantially the same form and content as that attached hereto as **EXHIBIT A.**

Section 3. The County Executive, and/or his designee(s), are hereby further authorized to negotiate and execute renewals of Workforce Innovation and Opportunity Act Annual Agreements, such agreements to be in a form approved by the County Counselor.

Section 4. Compliance with the terms of the intergovernmental agreement shall be the responsibility of the St. Charles County Department of Workforce & Business Development.

Section 5. This ordinance shall be in full force and effect from and after the date of its passage and approval and the agreement herein authorized shall be valid upon its lawful execution by each governmental entity entering into such agreement as required by Chapter 70 of the Revised Statutes of Missouri.

DATE PASSED

DATE APPROVED BY COUNTY EXECUTIVE

CHAIR OF THE COUNCIL

COUNTY EXECUTIVE

ATTEST:

COUNTY REGISTRAR

EXHIBIT A

**WORKFORCE INNOVATION AND OPPORTUNITY ACT
PY'21 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 St. Charles County Department of Workforce Development (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, 2021 to June 30, 2024. 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

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 OWD the following agreements, plans, and/or Memorandum of Understandings (MOUs) which must be submitted to MOWIOAPlan@dhewd.mo.gov.

(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; and
- 8) Local Board minutes documenting review of the sustainability plan.

(b) Sustainability Plan of all Subrecipients

- 1) The Subrecipient must require its subrecipients to provide a plan of their own to include requirements listed in 3(a).
- 2) An annual training and quality assurance plan for all subrecipients must be included in the sustainability plan.

(c) Chief Local Elected Official (CLEO) Agreements and By-Laws

- 1) Must follow guidelines at 20 CFR 679.310;
- 2) Agreements must require the CLEO attend at least one Local Workforce Board meeting annually;
- 3) Agreements must indicate how CLEO will conduct annual review and revision; and
- 4) Local Board minutes documenting review of the Agreement annually.

(d) 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.

(e) 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);

- 2) Additional responsibilities determined by the CLEO;
 - 3) Timeframe of the agreement;
 - 4) Board minutes documenting review of the Agreement annually.
4. **CLEO and Local Workforce Development Board (LWDB) Chairperson Responsibilities**
- (a) The CLEO and the LWDB Chairperson for each Subrecipient must attend summit(s) provided by OWD specifically for CLEOs and LWDB Chairpersons. OWD will make each Subrecipient aware of the training in advance.
 - (b) The CLEO and LWDB Chairperson for each Subrecipient must attend an annual meeting with the OWD Director. OWD will make each Subrecipient aware of the meeting in advance.
 - (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 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 and 2 for prescribed target measures)**
- (a) Performance Incentives available Program Year 22:**
- 1) Equal Opportunity (EO) Officer Staffing Allocation –up to \$25,000 for each qualifying (LWDB) region meeting baseline federal and state impact measures
 - 2) Operational Cost Expenditure Waiver – up to 10% for each qualifying Local Workforce Development Board (LWDB) region (baseline=60/40, max=70/30)(see Attachment 1)
 - 3) Business Engagement Allocation – up to \$25,000 operational costs for each qualifying (LWDB) region
 - 4) Special Project Allocation – up to \$50,000 participant costs for each qualifying (LWDB) region
- (b) Terms beginning Program Year 21:**
- To qualify for performance incentives available in PY22, outlined in section 5a, each (LWDB) region must:
- 1) Meet prescribed baseline target PY21 federal and state impact measures to access performance incentive #1.
 - 2) Exceed prescribed baseline target PY21 state impact measures by 10% to access one (1) incentive for performance incentives #2, #3 or #4.
 - 3) Exceed prescribed baseline target PY 21 state impact measures by 15% to access two (2) incentives for performance incentives #2, #3, or #4.
 - 4) Exceed prescribed baseline target PY 21 state impact measures by 20% to access up to three (3) incentives for performance incentives #2, #3, or #4.
- (c) Operational/Participant cost stop-gap funding beginning Program Year 21:**
- 1) OWD will consider operational and/or participant cost stop-gap supplemental funding for (LWDB) regions that have committed costs totaling no less than 90% of annual budget beginning Program Year 2021.
 - 2) This equates to 90% of total committed costs for Program Year (PY) and Fiscal Year (FY) Formula Funds beginning Program Year 2021.

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
2021	Increase Wagner-Peyser Enrollment Baseline Target by 10%	Increase WIOA AD/DW Enrollment Baseline Target by 10%

(c) Overarching Performance Goals – Federal Level Lagging Indicators **(Appendix 2)**

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 2021/Fiscal Year 2022 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 200.343, 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 must maintain its own local policies and procedures as required by the local plan, the required written LWDB policies, 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 OWD.
- (e) 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.
- (f) 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.
- (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 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>.
- (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 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).
- (k) 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.
- (l) 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.

- (m) 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.
- (n) 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.
- (o) 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.
- (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 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.
- (r) 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, 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 OWD. This only applies to non-formula funded activities.
- (s) 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 to ensure compliance.
 - (3) No funds provided under this Agreement shall be used for foreign travel.
- (t) 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.

- (u) 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.
- (v) 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.
- (w) 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.
- (x) 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.
- (y) 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 O W D 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.

- (z) 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.

St. Charles County Department of Workforce Development
SUBRECIPIENT

_____	_____	_____
CLEO Signature	Print Name	Date

_____	_____	_____
LWDB Chair Signature	Print Name	Date

_____	_____	_____
LWDB Staff Director Signature	Print Name	Date

_____	_____	_____
Director of Workforce Development	Print Name	Date

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

Program Year 2021		
Incentive	OWD	St. Charles LWDB
Performance Incentive #1 Baseline = 3yr average + 10%	Increase Wagner-Peyser Enrollment Baseline to 2,001 participants.	Increase WIOA Enrollment Baseline to 49 participants.
Access to 1 Performance Incentives #2-#4 Baseline above + 10%	Increase Wagner-Peyser Enrollment Baseline to 2,201 participants.	Increase WIOA Enrollment Baseline to 54 participants.
Access to 2 Performance Incentives #2-#4 Baseline above + 15%	Increase Wagner-Peyser Enrollment Baseline to 2,301 participants.	Increase WIOA Enrollment Baseline to 57 participants.
Access to 3 Performance Incentives #2-#4 Baseline above + 20%	Increase Wagner-Peyser Enrollment Baseline to 2,402 participants.	Increase WIOA Enrollment Baseline to 59 participants.

Appendix 2 – Subrecipient Performance Goals – Federal Level Lagging Indicators
(Access to performance incentives as outlined in Section 5)

Federally Negotiated Measure	OWD	LWDB
Credential Attainment (CA)	Adult 67%	Adult 72%
	Dislocated Worker 68%	Dislocated Worker 72%
Median Earnings (ME)	Adult \$5,250.00	Adult \$6,500.00
	Dislocated Worker \$7,400.00	Dislocated Worker \$7,550.00
Quarter Two (Q2) Employment Rate	Adult 72.5%	Adult 74%
	Dislocated Worker 77%	Dislocated Worker 75%
Quarter Four (Q4) Employment Rate	Adult 68%	Adult 71%
	Dislocated Worker 74%	Dislocated Worker 74%
Measurable Skills Gain (MSG)	Adult 48%	Adult 55%
	Dislocated Worker 59%	Dislocated Worker 46%

Adult—Local Administration:		Definitions	Expenditure Rate
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%
Adult—Program Services:		Definitions	Expenditure Rate
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%

Adult—Program Services:	Definitions	Expenditure Rate
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%

Dislocated Worker—Local Administration:		
Definitions	Definitions	Expenditure Rate
Expenditure Category		
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%
Dislocated Worker—Program Services:		
Definitions	Definitions	Expenditure Rate
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%

Dislocated Worker—Program Services:	Definitions	Expenditure Rate
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%

Youth—Local Administration: Definitions Expenditure Category		
	Definitions	Expenditure Rate
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%
Youth—In-School Youth Program Services: Definitions Expenditure Rate		
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
Youth—In-School Youth Direct Participant Costs: Definitions Expenditure Rate		
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.

Youth—In-School Youth Direct Participant Costs:		Definitions	Expenditure Rate
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	
Youth—Out-of-School Youth Program Services: Definitions Expenditure Category		Definitions	Expenditure Rate
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	

Youth—Out-of-School Youth Direct Participant Costs:	Definitions	Expenditure Rate
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

Youth—Out-of-School Youth Direct Participant Costs:	Definitions	Expenditure Rate
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

EXHIBIT I
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the _____ (insert agency name) with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT I, 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 _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

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; Phone: 888-464-4218; Email: 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 I, 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 _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (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 _____ (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.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)

_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT I, continued

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the 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. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor’s name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____

(if known)

Authorized Business Entity Representative’s
Name (Please Print)

Authorized Business Entity
Representative’s Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date