

ST. CHARLES REGION

WORKFORCE INNOVATION & OPPORTUNITY ACT

STATEMENT OF STRUCTURE, FIREWALLS, CONFLICT OF INTEREST AND AGREEMENT (UPDATED TO INCLUDE DATA ELEMENT VALIDATION STRATEGY, OCTOBER 2020)

This agreement is entered into by the Local Elected Official, the Workforce Development Board and the entity selected as the One Stop Operator and WIOA Adult and Dislocated Worker Service Provider. Its purpose is to describe the structure of the local system including firewalls and agreements to prevent conflict of interests or the appearance of conflict of interest and minimize fiscal risk. The One Stop Operator competitive process occurs once every 4 years with evaluations occurring annually to determine continuance of contract.

**The St. Charles Community College has been selected through a
Competitive process to serve as the One-Stop Operator in the St. Charles Region**

The Role of the One-Stop Operator:

1. Coordinate the service delivery of required one-stop partners and service providers in the Job Center
2. Ensure a cohesive manner in which partners and service providers interact in the delivery of service
3. Ensure the services provided to job seekers are customer-centered and coordinated between partners as much as possible
4. Coordinate staffing of all available partners to provide coverage during the hours of operation
5. Avoids practices in the operation of the One-Stop that creates disincentives for service to individuals with barriers to employment
6. Follow the Policy and Procedures of the One-Stop, as approved by the WDB, to clarify how the organization will carry out its responsibilities while demonstrating compliance with the Workforce Innovation and Opportunity Act and corresponding regulations, relevant Office of Management and Budget circulars, and the state's conflict of interest policy.

7. The One-Stop Operator will not:
 - Convene stakeholders or assist in the development and submission of the local Plan
 - Significantly participate in the competitive selection process for the One-Stop Operator or Service Providers
 - Negotiate local performance measures or submit budgets for the local area to the Workforce Development Board
 - Procure items for the One-Stop using WIOA funds. All WIOA procurement will be completed by St. Charles County.

**St. Charles Community College will act
as Service Provider of
Adult and Dislocated Worker programs**

The Role of the Service Provider of Adult and Dislocated Worker Programs is:

1. To provide and train staff to operate the Job Center and provide career services to Adult and Dislocated Worker program participants
2. To allow job seeker choice in their selection of training providers while ensuring the training providers selected are on the approved provider list and the training is within training guidelines set forth by the Workforce Development Board
3. To charge the cost of staffing to St. Charles County on a reimbursement basis as allowable under the annual contract agreement
4. The Service Provider will not:
 - Provide oversight, monitoring or evaluation of its performance as the service provider to or for the Workforce Development Board and Local Elected Official
 - Process payments for training services

**The Board selects the St. Charles County Department of Workforce and
Business Development as staff**

The Role of the Workforce Development Board (WDB) and its staff:

1. The Workforce Development Board and its staff will have sole authority for the oversight, monitoring and evaluation of the duties performed by the One-Stop Operator and Service Provider of WIOA funds.
2. To ensure responsibilities are in compliance with WIOA and its regulations, relevant Office of Management and Budget circulars, the Uniform Guidance, State policies and County procedures.
3. To prevent conflicts of interest, minimize fiscal risk and establish appropriate firewalls

4. As staff to the WDB, the Department will process and pay Individual Training Accounts approved by the Service Provider to ensure eligible job seekers are provided a choice in the selection of appropriate training providers.

The Local Elected Official selects St. Charles County Government as the Fiscal Agent of funds received under the Workforce Innovation & Opportunity Act

The Role of the Fiscal Agent is to:

1. Receive and disperse funds received through the workforce system of the Missouri Division of Workforce Development
2. Assure compliance with the Uniform Grant Guidance (2 CFR Part 200 et al.)

CONFLICTS OF INTEREST

Possible conflict of interest between St. Charles County and the funds/programs provided through the WIOA

1. The current local elected official's spouse, Jean Ehlmann, serves as the Board of Trustees President for St. Charles Community College and St. Charles Community College was chosen through a competitive bid process to be the One-Stop Operator and Service Provider.

To insure there is no conflict of interest the local elected official does not approve bids from the St. Charles Community College. The St. Charles County Council must approve bids. Additionally, the local elected official does not sign contracts between the County and the St. Charles Community College. Signatory authority goes to the County Director of Administration.

2. Designated County staff act as the youth service provider

County staff serving as the youth service provider in the One-Stop will report program operations to the One-Stop Operator. The Board will monitor the Youth Service Provider.

3. The One-Stop Operator and service provider of Adult and Dislocated Worker programs is a division of the local Community College which is an approved provider of Adult and Dislocated training programs.

Guidelines as stated in this document and in the local policy and procedures dictates customer choice of training providers, within the local training guidelines.

Program operations are monitored by St. Charles County staff and reported to the WDB.

All training payments are processed through St. Charles County's Department of Finance procedures unless otherwise stated by the Division of Workforce Development for the State of Missouri.

4. Other possible conflicts of interest that may arise will be handled as follows:

- The Local Elected Official, the WDB and its standing committees shall not cast a vote on any matter which has direct bearing on services to be provided by that member (or any organization which such member directly represents) or on any matter which would provide direct financial benefit to such member or the immediate family of such member, nor shall any such person engage in any activity determined by the Governor to constitute conflict of interest as specified in the state plan.
- Such individuals identified above shall identify any real or perceived conflict of interest prior to discussion and be prohibited from participating in discussion on the matter. The minutes of the meeting shall document compliance with the conflict of interest requirements.

TERM OF AGREEMENT

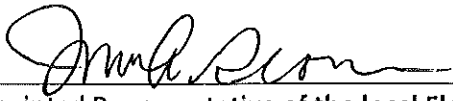
This Agreement shall be effective from the date of execution and shall expire upon the termination of the Workforce Innovation and Opportunity Act, dissolution of the Local Workforce Region or future action taken by any parties to establish a new agreement.

SIGNATURES

The following entities agree to the terms of this document

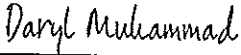
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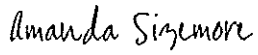
Appointed Representative of the local Elected Official

5/21/2020
Date

DocuSigned by:


950BDC070633468...
WDB Chair

4/24/2020
Date

DocuSigned by:


2F35CED0DB744F5...
Amanda Sizemore
St. Charles Community College Serving as the One-Stop Operator and Adult & DWP Service Provider

5/21/2020
Date

**ST. CHARLES COUNTY REGION
CONFLICT OF INTEREST AND FRAUD REPORTING**

Section III of the By-Laws for the Workforce Development Board of St. Charles County states:

A member of the Workforce Development Board may not vote or participate in debate on any matter which has a direct bearing on services to be provided by that member or any organization that such members represent, or by which the member is employed, or that would provide direct financial benefit to such members, or the immediate family of such members. Abstentions should be reflected in the minutes.

DISCLOSURE STATEMENT

1. Are you a director, officer, sole owner, partner or employee of or consultant or advisor to any business enterprise which to your knowledge or belief supplies any property, goods or services to St. Charles County Government, or the St. Charles County Workforce Development Board? ___yes ___no

If your answer is yes, please identify such enterprise and describe your relationship with it.

2. Do you or any member of your family have any direct or indirect financial interest in any business enterprise which to your knowledge or belief supplies any property, goods or services to St. Charles County Government, or the St. Charles County Workforce Development Board? ___yes ___no

If your answer is yes, please identify such enterprise and describe your relationship with it.

By my signature below I attest that I have read and understand the above Workforce Development Board policy and that the answers provided in the Disclosure Statement are true and accurate to the best of my knowledge.

Signature: _____ Date: _____

Print Name: _____

The St. Charles County Personnel Administration Program states the following to be the policy of St. Charles County Government:

SECTION 115.150: CONFLICTS OF INTERESTS PROHIBITED

- A. *No elected official or employee shall:*
1. *In any manner whatsoever be interested in or receive any benefit from the profits or emoluments of any contract, job, work, activity, function, or service for the County.*
 2. *Act or refrain from acting in any capacity in which he is lawfully empowered to act by reason of any payment, offer to pay, promise to pay, or receipt of anything of actual pecuniary value, other than compensation to be paid by the County.*
 3. *Knowingly accept any service or thing of value, directly or indirectly, from any person, firm or corporation having dealings with the County, upon more favorable terms than those granted to the public generally.*
 4. *Knowingly receive, directly or indirectly, any part of any fee, commission or other compensation:*
 - a. *Paid by or payable to the County;*
 - b. *Paid by any person in connection with any dealings with the County; or*
 - c. *Paid by any person in connection with any dealings with or proceedings before any office, officer, department, board, commission or other agency of the County.*
 5. *Directly or indirectly, be the broker or agent who procures or receives any compensation in connection with the procurement of any type of bonds for County elected officials or employees or firms doing business with the County guaranteeing the performance of any contract with the County.*
- B. *No elected official or employee shall use confidential information obtained in the course of or by reason of his employment or official capacity in any manner with intent to result in financial gain for himself, his spouse, his dependent child in his custody, or any business with which he is associated. No elected official or employee shall disclose confidential information obtained in the course of or by reason of his employment or official capacity in any manner with intent to result in financial gain for himself or any other person.*
- C. *The provisions of this Section shall be broadly construed and strictly enforced for the purpose of preventing County elected officials and employees from securing any pecuniary advantages, however indirect, from their public affiliations, other than their County compensation.*
- D. *Any elected official or employee of the County who willfully conceals any such interest or violates any of the provisions of this Section shall forfeit his office. Any contract made in violation of this Section may be declared void by the County Executive or by resolution of the County Council.*

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- E. *The County Council may enact ordinances to guard against injustices and to supplement these provisions and extend these prohibitions against conflicts of interest not inconsistent herewith.*
 - F. *All elected officials and employees of the County shall be bound by all applicable laws that pertain to conflicts of interest such as those contained in the Missouri Constitution and the Revised Statutes of Missouri.*
 - G. *Use of County equipment, personnel, facilities or resources to promote or help promote any civic, social, business or not-for-profit interest except according to policies established by the Director of Administration shall be considered a conflict of interest. (Ord. No. 96-13 Ch. 3 §M, 2-6-96; Ord. No. 10-009 §1, 1-27-10)*

By my signature below I attest that I have read and understand this policy:

Signature: _____ Date: _____

Print Name: _____

Item 2.B

FRAUD, PROGRAM ABUSE AND CRIMINAL CONDUCT

Fraud may be defined as the intentional or deliberate deception to secure monetary or personal gain. It may encompass, but not limited to:

1. Bribery, forgery, extortion, or embezzlement.
1. Theft of participants' checks.
2. Kickbacks from participants or contractors.
3. Intentional payments to a contractor without expectation of receiving services.
4. Payments to ghost enrollees.
5. Misuse of appropriated funds.
6. Misrepresenting information in official reports.

The Uniform Guidance, 200.435 (3) defines fraud as acts of fraud or corruption or attempts to defraud the Federal Government or to corrupt its agents; acts that constitute a cause for debarment or suspension (as specified in agency regulations); and acts which violate the False Claims Act.

St. Charles County, its Department of Workforce and Business Development, and any of their subrecipients shall comply with USDOL [Training and Employment Guidance Letter \(TEGL\) No. 2-12, issued July 12, 2012](#), or any change or revision thereafter. TEGL 2-12

transmits procedures to be followed by all Employment and Training Administration (“ETA”) grant recipients for reporting allegations of fraud, program abuse or criminal conduct involving grantees or other entities and subrecipients receiving Federal funds either directly or indirectly from ETA. Disclosure shall be made, in a timely manner, in writing to the MO DWD of all violations of Federal criminal law involving fraud and any other criminal activity at the same time any report is made to the USDOL. The embezzlement from WIOA funds, improper inducement, and the obstruction of investigations shall be subject to certain penalties as allowed by appropriate State law.

St. Charles County specifically requires that Subrecipients have a well-defined policy on procedures to report fraud, program abuse, and criminal conducts to the County, USDOL, and/or MO DWD. This policy will be reviewed as a part of the annual monitoring.

DATA ELEMENT VALIDATION

Per OWD Issuance 07-2020 Statewide Data Element Validation Policy, data validation is a series of internal controls established to:

- Verify that the performance data reported by grant recipients to DOL are valid, accurate, reliable, and comparable across programs;
- Identify anomalies in the data and resolve issues that may cause inaccurate reporting;
- Outline source documentation required for common data elements; and
- Improve program performance accountability through the results of data validation efforts.

This data validation strategy is for WIOA Adult, Dislocated Worker and Youth (conducted by the LWDB WIOA Compliance Monitor), Wagner Peyser (conducted by Central Office Wagner Peyser Coordinator), and the Trade Adjustment Assistance (TAA) programs (conducted by the Trade Navigator). Source documentation for all programs can be found in TEGL 23-19 Attachment II.

Data Element Validation (DEV) Procedures:

Staff responsible for conducting DEV reviews:

- Will maintain access to the “PIRL Data Sampling” report;

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- Complete quarterly reviews at the beginning of October, January, April and July on both active and existed records (staff are responsible for validating the data for the quarter that just ended);
 - Will follow the Data Sampling Desk Aid for selecting data samples;
 - Conduct their reviews directly in the Excel Workbook generated by the statewide electronic case management system;
 - Mark each element as a “pass” or “fail”. If a “fail” is marked staff must provide an explanation describing why the element failed and corrective action being taken to correct the data, if applicable;
 - Will be expected to provide their DEV documentation, when requested, to OWD Regulator Compliance Unit at least annually.

Data Element Validation Training

The St. Charles Region LWDB Compliance Monitor and OWD Supervisor will provide training annually to workforce staff on the importance of correct data entry and allowable source documentation requirements contained within OWD’s WIOA Adult/Dislocated Worker TAG, WIOA Youth TAG, and Attachments II of TEGL 23-19.

Correcting Missing or Erroneous Data

If missing or erroneous data is discovered, staff will take the appropriate actions to correct it as outlined below:

- Submitting detailed Change Requests to correct inaccurate data;
- Working with the Office of Performance & Strategy/Workforce Data unit to resolve out-of-range variances and/or large quantity of data anomalies;
- Providing additional training or technical assistance to workforce staff responsible for the erroneous data entry, if applicable;
- Collecting missing documentation to verify required data elements, if applicable.

Record Retention

- St. Charles Region will retain copies of worksheets on data elements and/or records reviewed and corrective actions taken, if applicable for a period of three years from the date of submission of the final expenditure report.