

# **NORTH CENTRAL ARKANSAS WORKFORCE DEVELOPMENT BOARD**

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WDB Policy#: 1.00

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Updated: 10/06/2021

## **SUBJECT** WIOA Roles and Responsibilities

## **PURPOSE**

The purpose of this policy is to describe and to detail the regulations concerning the roles and responsibilities of various entities created as a result of the Workforce Innovation and Opportunity Act, in accordance with the rules and regulations of the Workforce Innovation and Opportunity Act of 2014 (WIOA), the WIOA Final Rule, Training and Employment Guidance Letters (TEGLs) published by the Employment and Training Administration of the U.S. Department of Labor (ETA), Issuances from the Arkansas Division of Workforce Services (ADWS), and local workforce board policy.

## **REFERENCES**

WIOA secs. 106, 107, 108, 121, 133, and 188, 20 CFR §§ 678, 679, 680, 681, 683, 29 CFR § 38.29, and TEGL 23-14

## **BACKGROUND**

All North Central Workforce Development Area partners must commit to their roles and responsibilities within the workforce development system in order to provide a seamless customer-focused service delivery network that enhances access to programs' services and improves long-term employment outcomes for individuals receiving assistance.

## **ROLES AND RESPONSIBILITIES**

The roles and responsibilities discussed below are a description of the various governance, management, and programmatic entities and their roles within North Central Arkansas workforce development system. Attached is a specific listing of the roles and responsibilities for these entities.

### **Local Workforce Development Boards (LWDBs) Functions**

The Workforce Innovation and Opportunity Act (WIOA) maintains Local Workforce Development Boards (LWDBs) within each local workforce development area. The members of the local board are appointed by the local area Chief Elected Officials (CEOs) and along with the CEO are responsible for both system building and program implementation within these areas.

Section 107 of WIOA specifically lists the responsibilities of LWDBs. Among these responsibilities are the requirements to develop, in partnership with the CEO, a local plan outlining the strategic objectives for the local area, engage local workforce development area system stakeholders to assist in the development of the local plan

and identifying non-federal expertise and resources to leverage support for workforce development activities, and in partnership with the CEO conduct oversight of youth, adult, dislocated worker activities, and the entire One-Stop delivery system in the local area.

Arkansas relies on LWDBs to fill the role of an entity serving as an objective, unbiased facilitator within the community, not tied to one service model or one service entity. All local workforce development area stakeholders in the community must see the LWDBs as strategic bodies that can do broad-based planning; credibly convene diverse players with multiple and at times competing agendas; and create a workforce development system that extends well beyond Title I of WIOA.

To accomplish this, LWDBs must be in a position to do business beyond just conducting meetings and fulfilling the minimum WIOA responsibilities of a local board. They must be able to study local issues, develop strategic partnerships and coalitions to address those challenges, evaluate progress, garner resources to support initiatives, align service delivery to meet the strategic objectives of the state and the local area, and to make hard decisions when a lack of progress toward implementation of the plans exists.

Experience from across the country also indicates the most effective way to achieve these objectives is to ensure that the LWDB function is not perceived as tied to one service delivery partner and that the honest facilitator role of the Local Board is viewed as reliable in the community. The optimum way of achieving this is to define the separation of duties between the LWDB staff providing the system planning/oversight activities, the Title I provider staff responsible for the program services planning/oversight and/or operations roles, and the One-Stop Operator staff conducting system operations activities.

### **Staff to the Board**

Per 20 CFR § 679.400(d), LWDB staff may only assist the LWDB in fulfilling the required functions outlined in WIOA section 107(d). To summarize, WIOA Section 107(d) identifies functions for LWDBs, among them are:

- Developing a local plan;
- Analyses of regional labor market data con;
- Leading efforts to engage employers;
- Leading efforts to develop and implement career pathways;
- Identifying and promoting proven and promising practices;
- Establishing standing committees to more effectively accomplish the work of the local boards;
- Better utilizing technology to facilitate connections among the intake and case management information systems of one-stop partners, to access services provided through the one-stop system (including remote areas), to meet the needs of individuals with barriers to employment, and to leverage resources and capacity;
- Promoting consumer choice of participants among providers;
- Developing a local budget
- Selecting one-stop operators and service providers, except in the event that the board staff is employed by the same entity applying for one-stop operator or service provider
- Enhancing coordination with education providers; and
- Assessing the physical and programmatic accessibility of one-stop centers annually in accordance with applicable nondiscrimination provisions under Title I of WIOA and the Americans with Disabilities Act.

### **Local Area Chief Elected Officials**

Chief Elected Officials are critical to the creation and implementation of WIOA adult, dislocated worker, and youth programs, as well as local workforce system development and implementation.

WIOA and United States Department of Labor (USDOL) regulations make it clear that CEOs are responsible and liable for WIOA program funds allocated to the local workforce development areas. Further, the Act and regulations indicate that all significant program and system building decisions involve these CEOs.

### **Fiscal Agents**

Section 107 of WIOA states that the local Chief Elected Official (CEO) “may designate an entity to serve as a local grant subrecipient for such funds or as a local fiscal agent.” This section also indicates that this entity “shall disburse the grant funds for workforce investment activities at the direction of the local board...” As a result, this entity must assist in the administration of WIOA grant funds under the direction of the local WIOA Board and the CEO. Designation of a fiscal agent does not relieve the CEO of liability of misuse of funds. If the CEO designates a fiscal agent, the CEO must ensure the fiscal agent has clearly defined role and responsibilities (20 CFR §681.400). There must be a clear separation of the duties between board staff and fiscal agents. Fiscal agents are limited in scope to the duties related to disbursing workforce development funds and do not exercise supervisory control over LWDB staff or related personnel issues.

The local WIOA fiscal agent must utilize WIOA program funds for a variety of activities. These include receiving funds, ensuring sustained fiscal integrity and accountability, responding to financial audits, and maintaining proper accounting records and adequate documentation.

The fiscal agent does not have unlimited discretion. The Act indicates that the fiscal agent is to “disburse the funds immediately on receiving such direction from the local board...” The only discretion available to a fiscal agent in funding decisions is to ensure that the LWDB actions are consistent with the approved budget and do not violate the Act.

WIOA also requires fiscal agents to oversee and conduct fiscal monitoring of sub-recipients and contractors in order to determine that expenditures have been made against cost categories and within the cost limitations specified in the Act and the regulations. Fiscal agents must monitor financials to determine whether or not there is compliance with other provisions of the Act and regulations, and to provide technical assistance as necessary and appropriate.

The grant recipient/fiscal agent has the option to provide directly some or all of the youth workforce investment activities. (20 CFR §681.400 (a)).

Additionally, the fiscal agent will designate an individual as the Local Equal Opportunity Officer. Per 29 CFR § 38.29, the Local Equal Opportunity Officer must have direct access to both the Chief Local Elected Official and the Chair of the LWDB. This ensures LWDBs are informed and updated regularly on its equal opportunity and nondiscrimination duties. The Local Equal Opportunity Officer must have the requisite skills and abilities to fulfill the responsibilities outlined in 29 CFR § 38.31. The Local Equal Opportunity Officer will report directly on all equal opportunity and nondiscrimination issues, action plans, and affirmative outreach to the CEO and the Board Chair to ensure LWDB understands and fulfills its responsibilities outlined in 29 CFR Part 38, WIOA sections 107(d) and 188.

### **One-Stop Operator**

Section 121 of the Workforce Innovation and Opportunity Act deals with the establishment of local One-Stop delivery systems (often referred to as local workforce development systems). It requires LWDBs, with the agreement of the CEO for the area, to enter into a memorandum of understanding (MOU) with One-Stop partners, competitively procure One-Stop Operators, and conduct operational oversight of the local one-stop delivery system. The One-Stop Operator (OSO) is responsible for coordinating the service delivery of partners and service providers. Specifically, the OSO(s) must coordinate service delivery among partners, including individual and business services, among physical and electronic sites and services, and across the local area system.

Additionally, the OSO(s) must manage partner responsibilities as defined in MOUs, coordinate outreach and recruitment of voluntary partners, submit OSO annual staffing and operational budgets, follow federal and state regulations pertaining to the handling of EEO responsibilities, customer complaints, and physical and programmatic accessibility, implement local WDB policies, and report to the local board on operations, performance accountability, and continuous improvements.

The role of the One-Stop Operator, at a minimum, shall be to coordinate the service delivery of required one-stop partners and service providers within a local area or within an Arkansas Workforce Center. LWDBs may establish additional roles of the One-Stop Operator, including, but not limited to coordinating service providers across the

one-stop delivery system, providing services within the center, or coordinating service delivery in a multi-center area (20 CFR §678.620).

#### **Memorandums of Understanding (MOUs)**

While the CEO appoints the various members of the LWDB, the majority of members represent businesses in our community. It should not be a surprise that occasionally business leaders view program-funding decisions differently than local elected officials, particularly when only one of the parties is liable. We believe Congress anticipated a continuing dialogue between the Workforce Development Boards and the CEOs concerning these issues when it passed WIOA.

Local organizations often function in a variety of roles: local fiscal agent, local board staff, and direct provider of services. The LWDBs develop a budget for carrying out their duties subject to the approval of the CEO, select One-Stop Operators with the agreement of the CEO, and select youth service providers based on recommendations of the standing youth committee. If the LWDB does not designate a standing youth committee, it retains responsibility for all aspects of youth formula programs.

For these reasons, it is required that local entities utilize agreements clarifying their roles and responsibilities. These agreements should include cooperative agreements, legal instruments of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity. A cooperative agreement is distinguished from a grant in that it provides for substantial involvement between the federal awarding agency or pass through entity and the non-federal entity in carrying out the activity contemplated in the federal award. These agreements should also clarify how the CEO will approve, agree, partner with, etc., as it relates to LWDB responsibilities.

#### **EQUAL OPPORTUNITY AND NONDISCRIMINATION STATEMENT:**

All Recipients, and Sub-recipients/Sub-grantees must comply with WIOA's Equal Opportunity and Nondiscrimination provisions, which prohibit discrimination on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a WIOA Title-I financially assisted program or activity in accordance with 29 CFR Part 38.

#### **ACTION REQUIRED:**

Local entities within the local workforce development system are required to utilize agreements (MOUs) clarifying their roles and responsibilities. These documents must be submitted to the One-Stop Operator with the North Central Arkansas Workforce Development Area at 4441 Harrison Street, Batesville, AR within 45 days of the date of this policy.

This North Central Arkansas Workforce Development Board policy is to become a permanent records and made available to appropriate staff and sub-recipients.

#### **INQUIRIES:**

If you have any questions pertaining to this policy, please contact the policy and program staff at the North Central Arkansas Workforce Development Area at 870-793-5233 or email [jsmith@wrpdd.org](mailto:jsmith@wrpdd.org).

#### **ATTACHMENTS:**

Roles and Responsibilities Chart and example Agreements. These examples may be used as desk references and tools but do not supplant the Act, regulations, and rules.

**Attachment I: Roles and Responsibilities**

**Attachment II: Agreement between Local Elected Officials and Local Workforce Board**

**Attachment III: Agreement between Local Workforce Board and Grant Recipient/Fiscal Agent**

**Attachment IV: Agreement between Local Elected Officials and Grant Recipient/Fiscal Agent**

**Attachment V: Agreement between White River Planning and Development District (WRPDD), Local Workforce**

**Board, and the Chief Elected Officials (Multi-Function Agreement)**

Approved by the NCAWDB on

10/06/2021

Gayle Cooper, NCAWDB Chair:

Gayle Cooper

## ATTACHMENT I

### ROLES AND RESPONSIBILITIES

Chief Elected Official (CEO)	CEO/Workforce Development Board	Workforce Development Board (WDB)
<p>1. Select a Local Chief Elected Official (CEO) to represent them. Reference Section WIOA Sec. 107(c)(1)(B)(i)</p> <p>2. Assume liability for WIOA program funds. WIOA Sec. 107(d)(12)(B)(I)2. Request designation of workforce development area. 20 CFR § 679.240 (b), WIOA Section 106</p> <p>3. Designate the WIOA Fiscal Agent and ensure this agent has clearly defined roles and responsibilities. WIOA Sec. 107(d)(12)(B)(i)(II); 20 CFR §679.420(a).</p> <p>4. Appoints the Local Workforce Development Board members in accordance with State criteria established under WIOA Sec. 107 (b); 20 CFR§679.310(a)</p> <p>5. Establish by-laws, consistent with state policy for the LWDB membership 20 CFR §679.310(g)</p>	<p>1. Develop and submit the 4-year local plan. 20 CFR §679.370(a); WIOA Sec. 107(d)(1)</p> <p>2. Conducts oversight for local youth workforce investment activities authorized under section 129(c), local employment and training activities authorized under subsections (c) and (d) of section 134, and the one-stop delivery system in the local area. 20 CFR §679.370(i)(1); WIOA Sec. 107(d)(8)(A)(i)</p> <p>3. Develop budget for the purpose of carrying out the duties of the local board, subject to the approval of the CEO. 20 CFR§679.370(o); WIOA Sec. 107(d)(12)(A)</p> <p>4. Negotiates and reaches agreement on local performance measures with the Governor 20 CFR §679.370(j); WIOA Sec. 108(b)(17)</p> <p>5. May establish a standing youth committee as a subgroup of the Local Board and coordinates workforce and youth plans and activities with the committee. 20 CFR §679.360(a)(2); WIOA Sec. 107 (b)(4)(A)(ii); TEGL 23-14 (5)</p> <p>6. Approves transferring up to and including 100% of funds between WIOA Title I adult employment and training activities and displaced worker employment and training activities, with the approval of the Governor. WIOA Sec. 133(b)(4); 20 CFR §683.130(a) and (c)</p> <p>7. Sets policy for the portion of the statewide workforce development system within the local area and consistent with state policies. 20 CFR §679.310(b)</p> <p>8. Develop and execute an MOU with the One-Stop partners, relating to the operation of the local service delivery system. WIOA Sec. 121(a)(1) and (c)(1) and (2); 20 CFR §678.500(a)</p>	<p>1. Select and certify providers of youth workforce investment activities through competitive grants or contracts based on the recommendations of the youth standing committee (if such a committee is established). 20 CFR §679.370 (j)(1); WIOA Sec. 107 (d) (10) (B)(i);</p> <p>2. Conduct workforce research and regional labor market research. 20 CFR §679.370 (c)</p> <p>3. Ensure that workforce investment activities meet employers' needs and support economic growth. 20 CFR §679.370(e)(3);</p> <p>4. Promote business representation on the LWDB. 20 CFR §679.370(e)(1); WIOA Sec. 107(d)(4)</p> <p>5. Conduct business in an open manner under the "Sunshine Provision" of WIOA. 20 CFR §679.370</p> <p>6. Develop effective linkages with employers that increase employer utilization of the system. 20 CFR §679.370 (e)(2)</p> <p>7. Use technology to meet the needs of individuals with barriers to employment. 20 CFR §679.370 (h)(3)</p> <p>8. Selects One-Stop Operators 20 CFR §679.370((l)(4) in accordance with 20 CFR. §§678.600 through 678.635; WIOA Sec. 107(d) (10) (A); WIOA Sec. 121(d)(2)(A)</p>

## ROLES AND RESPONSIBILITIES (CONTINUED)

<b>Fiscal Agent</b>	<b>One-Stop Operator</b>
<ol style="list-style-type: none"> <li>1. Receive funds. 20 CFR §679.420</li> <li>2. Conduct continuous financial oversight and monitoring to determine that expenditures have been made against the cost categories and within the cost limitations specified in the Act; whether there is compliance with other provisions of the Act, regulations, and State policies. 20 CFR §679.420</li> <li>3. Ensure accountability for expenditures of funds in accordance with OMB Uniform Guidance, Federal regulations and State policies. 20 CFR §679.420</li> <li>4. Prepare and administer contracts.</li> <li>5. Respond to monitoring findings.</li> <li>6. Maintain proper accounting records and adequate documentation in accordance with uniform administrative requirements.</li> <li>7. Prepare financial reports.</li> <li>8. Provide technical assistance to sub-recipients and/or contractors regarding fiscal issues. 20 CFR §679.420 (b)(6)</li> <li>9. Procure contracts and/or obtain written agreements.</li> <li>10. Disburse funds for salaries, contracts, wages, and vouchers.</li> <li>11. Conduct financial monitoring of service providers for compliance with uniform administrative requirements and cost allowability principles provided in applicable OMB Uniform Guidance.</li> <li>12. Ensure independent audits of all contracted entities receiving over five-hundred thousand dollars (\$500,000.00) in DOL grant funds.</li> <li>13. Ensure funds are being expended according to the LWDB-developed and the CEO-approved budget.</li> <li>14. The fiscal agent has the option to provide directly some or all of the youth workforce investment activities. 20 CFR §681.400(a)</li> </ol>	<ol style="list-style-type: none"> <li>1. Coordinate service delivery of required partners and service providers. 20 CFR §678.620 (a)</li> <li>2. May coordinate service providers across the one-stop delivery system, be the primary provider of services within the center, provide some of the services within the center, or coordinate service delivery in a multi-center area. 20 CFR §678.620 (a)</li> <li>3. May provide career services. 20 CFR §680.160</li> <li>4. Collect performance information and determine whether work-based training providers meet any established criteria. 20 CFR §680.530 (c)</li> <li>5. Disseminate information identifying providers and programs that have met performance criteria. 20 CFR §680.530 (d)</li> </ol>

## **ATTACHMENT II**

### **AGREEMENT**

### **NORTH CENTRAL ARKANSAS CHIEF ELECTED OFFICIALS AND NORTHCENTRAL ARKANSAS WORKFORCE DEVELOPMENT BOARD**

In accordance with the Workforce Innovation Opportunity Act of 2014, and Arkansas Workforce Innovation Act 907 of 2015, the North Central Workforce Development Board (hereinafter referred to as LWDB) and the North Central Arkansas Chief Elected Officials (hereinafter referred to as CEOs), hereinafter agree to be bound under the provision of this agreement by affixing the signature of the duly authorized representatives of the parties named.

#### **ARTICLE I: PURPOSE OF AGREEMENT**

All parties to this agreement envision a workforce area that has thriving businesses and a workforce with the basic skills and education required for employment within the region. Specifically, the area goals are to develop an efficient partnership with employers, the educational system, workforce development partners, and community-based organizations to deliver a platform that will prepare a skilled workforce for existing and new employers; enhance service delivery to employers and jobseekers; increase awareness of the North Central region's talent development system; and to determine the skills gaps present and resources available to solve the skills issue.

The purpose of the agreement is to outline the roles of each party in the planning, establishment and oversight of a comprehensive workforce development system according to WIOA and Federal regulations promulgated to implement WIOA that will lead the region to this vision.

#### **ARTICLE II: LOCAL CEO MEMBERSHIP**

The eligible local CEOs are the county judges from Cleburne, Fulton, Independence, Izard, Jackson, Sharp, Stone, Van Buren, White, Woodruff counties, along with the mayors of the county seats and the first-class cities of the aforementioned counties.

#### **ARTICLE III: CHIEF ELECTED OFFICIAL CHAIR**

For the purpose of fulfilling the North Central Arkansas Workforce Development Area's business, the Local Chief Elected Officials, as defined in Article II, shall elect, by a majority of the CEO membership, a Chief Elected Official of the North Central Arkansas Workforce Development Area to serve as chair.

#### **ARTICLE IV: CHIEF ELECTED OFFICAL CHAIR ROLES/RESPONSIBILITIES**

The Local Chief Elected Official chair's roles/responsibilities shall include, but are not limited to the following:

- A. Calling regular and special meetings of the CEOs
- B. Chairing the meetings of the CEO

#### **ARTICLE VI: LWDB MEMBERSHIP**

The CEOs appoint, and the Governor certifies, the LWDB. The CEOs will appoint replacements for vacancies on the LWDB in accordance with the Act upon notification from the LWDB Chair or board staff that such a vacancy exists, which shall include notification when the term of a LWDB member expires. The CEOs will appoint LWDB members in a manner to ensure fair and equitable representation across the North Central area.

#### **ARTICLE VII: JOINT CEO/LWDB ROLES & RESPONSIBILITIES**

The following lists the joint roles/responsibilities of the CEO and LWDB:

- A. Develop/submit the local WIOA plan
- B. Conduct oversight of youth workforce investment activities, adult and dislocated worker employment and training activities under WIOA, and the entire one-stop delivery system of the local area
- C. Negotiate and reach agreement on local Performance Measures
- D. Approve the transfer of funds between WIOA adult and DLW funds
- E. Set policy for WIOA activities and services within the local area and consistent with State policies
- F. The Board will develop/execute an MOU with Arkansas Workforce Development Area system partners relating to the operation of the one-stop delivery system, with the agreement of the CEOs and one-stop partners, relating to the operation of the one-stop delivery system in the local area. § 678.500

## ARTICLE VIII: LWDB ROLES & RESPONSIBILITIES

The roles/responsibilities of the LWDB include (20 CFR § 679.370):

- (a) Develop and submit a 4-year local plan for the local area, in partnership with the chief elected official and consistent with WIOA sec. 108;
- (b) If the local area is part of a planning region that includes other local areas, develop and submit a regional plan in collaboration with other local areas. If the local area is part of a planning region, the local plan must be submitted as a part of the regional plan;
- (c) Conduct workforce research and regional labor market analysis to include:
  - (1) Analyses and regular updates of economic conditions, needed knowledge and skills, workforce, and workforce development (including education and training) activities to include an analysis of the strengths and weaknesses (including the capacity to provide) of such services to address the identified education and skill needs of the workforce and the employment needs of employers;
  - (2) Assistance to the Governor in developing the statewide workforce and labor market information system under the Wagner-Peyser Act for the region; and
  - (3) Other research, data collection, and analysis related to the workforce needs of the regional economy as the WDB, after receiving input from a wide array of stakeholders, determines to be necessary to carry out its functions;
- (d) Convene local workforce development system stakeholders to assist in the development of the local plan under § 679.550 and in identifying non-Federal expertise and resources to leverage support for workforce development activities. Such stakeholders may assist the Local WDB and standing committees in carrying out convening, brokering, and leveraging functions at the direction of the Local WDB;
- (e) Lead efforts to engage with a diverse range of employers and other entities in the region in order to:
  - (1) Promote business representation (particularly representatives with optimum policy-making or hiring authority from employers whose employment opportunities reflect existing and emerging employment opportunities in the region) on the Local WDB;
  - (2) Develop effective linkages (including the use of intermediaries) with employers in the region to support employer utilization of the local workforce development system and to support local workforce investment activities;
  - (3) Ensure that workforce investment activities meet the needs of employers and support economic growth in the region by enhancing communication, coordination, and collaboration among employers, economic development entities, and service providers; and
  - (4) Develop and implement proven or promising strategies for meeting the employment and skill needs of workers and employers (such as the establishment of industry and sector partnerships), that provide the skilled workforce needed by

employers in the region, and that expand employment and career advancement opportunities for workforce development system participants in in-demand industry sectors or occupations;

(f) With representatives of secondary and postsecondary education programs, lead efforts to develop and implement career pathways within the local area by aligning the employment, training, education, and supportive services that are needed by adults and youth, particularly individuals with barriers to employment;

(g) Lead efforts in the local area to identify and promote proven and promising strategies and initiatives for meeting the needs of employers, workers and job seekers, and identify and disseminate information on proven and promising practices carried out in other local areas for meeting such needs;

(h) Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, and workers and job seekers, by:

(1) Facilitating connections among the intake and case management information systems of the one-stop partner programs to support a comprehensive workforce development system in the local area;

(2) Facilitating access to services provided through the one-stop delivery system involved, including access in remote areas;

(3) Identifying strategies for better meeting the needs of individuals with barriers to employment, including strategies that augment traditional service delivery, and increase access to services and programs of the one-stop delivery system, such as improving digital literacy skills; and

(4) Leveraging resources and capacity within the local workforce development system, including resources and capacity for services for individuals with barriers to employment;

(i) In partnership with the chief elected official for the local area:

(1) Conduct oversight of youth workforce investment activities authorized under WIOA sec. 129(c), adult and dislocated worker employment and training activities under WIOA secs. 134(c) and (d), and the entire one-stop delivery system in the local area;

(2) Ensure the appropriate use and management of the funds provided under WIOA subtitle B for the youth, adult, and dislocated worker activities and one-stop delivery system in the local area; and

(3) Ensure the appropriate use management, and investment of funds to maximize performance outcomes under WIOA sec. 116;

(j) Negotiate and reach agreement on local performance indicators with the chief elected official and the Governor;

(k) Negotiate with CEO and required partners on the methods for funding the infrastructure costs of one-stop centers in the local area in accordance with § 678.715 of this chapter or must notify the Governor if they fail to reach agreement at the local level and will use a State infrastructure funding mechanism;

(l) Select the following providers in the local area, and where appropriate terminate such providers in accordance with 2 CFR part 200:

(1) Providers of youth workforce investment activities through competitive grants or contracts based on the recommendations of the youth standing committee (if such a committee is established); however, if the Local WDB determines there is an insufficient number of eligible training providers in a local area, the Local WDB may award contracts on a sole-source basis as per the provisions at WIOA sec. 123(b);

- (2) Providers of training services consistent with the criteria and information requirements established by the Governor and WIOA sec. 122;
- (3) Providers of career services through the award of contracts, if the one-stop operator does not provide such services; and
- (4) One-stop operators in accordance with §§ 678.600 through 678.635 of this chapter;

(m) In accordance with WIOA sec. 107(d)(10)(E) work with the State to ensure there are sufficient numbers and types of providers of career services and training services serving the local area and providing the services in a manner that maximizes consumer choice, as well as providing opportunities that lead to competitive integrated employment for individuals with disabilities;

(n) Coordinate activities with education and training providers in the local area, including:

- (1) Reviewing applications to provide adult education and literacy activities under WIOA title II for the local area to determine whether such applications are consistent with the local plan;
- (2) Making recommendations to the eligible agency to promote alignment with such plan; and
- (3) Replicating and implementing cooperative agreements to enhance the provision of services to individuals with disabilities and other individuals, such as cross training of staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts at cooperation, collaboration, and coordination;

(o) Develop a budget for the activities of the Local WDB, with approval of the chief elected official and consistent with the local plan and the duties of the Local WDB;

(p) Assess, on an annual basis, the physical and programmatic accessibility of all one-stop centers in the local area, in accordance with WIOA sec. 188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.); and

(q) Certification of one-stop centers in accordance with § 678.800 of this chapter.

It shall be the responsibility of the LWDB to provide governance over the programs and operations referenced in the Act, in partnership with and with the approval of the CEOs. The LWDB will develop and submit the local plan for the North Central Workforce Development Area, upon approval of such plan by the CEOs. The Plan will be submitted after public comment has been obtained, with appropriate responses made to such comments, and the comments and responses included in the Plan. LWDB governance will include monitoring and reporting on the Local Plan once the plan has been approved by the Governor.

The LWDB is authorized to maintain staff to assist in conducting the business of the LWDB. The LWDB will prepare budgets as required and may accept contributions and grant funds for Workforce Programs within WIOA. The LWDB has selected White River Planning & Development District, Inc. to act as staff for the LWDB.

The LWDB staff will assist the LWDB and CEOs in solicitation and review of proposals for One-Stop Operators in the area, except in the event that the board staff is employed by the same entity applying for one-stop operator or service provider.

The LWDB will ensure that One Stop Career Centers are operated within the North Central area, with physical locations or electronic centers as best fits the Local Plan and program operations within the area.

The CEOs have selected White River Planning & Development District, Inc. as the grant recipient and fiscal agent for the LWDB. WRPDD shall be bound by the Act, appropriate OMB Uniform Guidance and state and federal regulations, and will be held liable by the CEOs for all funds received under WIOA.

Each entity designated, contracted, or retained shall be responsible for the eligibility of participants served, and funds spent

or obligated in program operation, including the extension of that liability to contractors and subcontractors receiving funds under WIOA.

The LWDB shall establish such rules and by-laws as are appropriate under the Act and that are necessary to carry out its functions and responsibilities under the Act.

#### ARTICLE IX: ONE-STOP OPERATOR

The LWDB, with the agreement of the CEOs, has selected White River Planning and Development District, Inc. as the North Central One-Stop Operator.

#### ARTICLE X: CONFLICT OF INTEREST

Grantees, sub-recipients, and contractors funded under WIOA must implement conflict of interest policies and procedures as stipulated in the WIOA law, Code of Federal Regulations and guidance, Office of Management and Budget (OMB) Uniform Guidance, State regulations, and State WIOA conflict of interest requirements.

Sufficient firewalls must be in place, ensuring that stewards of the programs and all those served in the programs are not only eligible and suitable but also protected from being part of the perception of impropriety, and conflict of interest.

No individual in a decision making capacity, including LWDB members and CEOs, shall engage in any activity, including participation in the selection, award, or administration of a sub-grant or contract supported by WIOA funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the individual, and/or a member of the individual's immediate family, the individual's partner, or an organization which employs, or is about to employ any of the above, has a financial or other interest in, the firm or organization selected for an award.

The officers, employees, or agents of the agency making the award will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. LWDB members and CEOs shall not participate in financial matters before their respective bodies that pertain to organizations in which they represent.

A CEO or LWDB member shall not cast a vote on, or participate in, any decision-making capacity on the provision of services by such member (or any organization which that member directly represents), nor on any matter which would provide any direct financial benefit to that member.

Before any public discussions regarding the release of a Request for Proposal, or any matter regarding the release of funding or the provision of services, a LWDB member or a member of a LWDB committee must disclose any real, implied, apparent, or potential conflicts of interest before engaging in the discussion. The minutes of the meeting should reflect the disclosure.

Neither membership on the CEO or LWDB, nor the receipt of WIOA funds to provide training and related services shall be construed, by themselves, to violate the provision of this section.

#### ARTICLE XI: RESOLUTION OF DISAGREEMENT

In the event that an impasse should arise between the Local CEO and LWDB regarding the terms and conditions, the performance, or administration of this Agreement, the parties agree to attempt to resolve disputes by mutually satisfactory negotiations in lieu of litigation. To this effect, they shall consult and negotiate with each other, in good faith, and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If a committee is formed from members of each body to resolve the dispute, the committee shall report the resolution to both the CEO and the full LWDB. Continued performance during disputes is assured.

#### ARTICLE XII: AMENDMENT OR RENEWAL OF AGREEMENT

Any modifications to this Agreement, to be valid, must be in writing, approved by both a majority of the LWDB members and a majority of the CEOs, signed and dated under the conditions agreed upon by all of the parties, and attached to the original Agreement. If any provision of the Agreement is held invalid, the remainder of the Agreement shall not be affected.

#### ARTICLE XIII: DURATION OF AGREEMENT

This agreement shall become effective when signed and dated by the chair of the LWDB and the designated Local Chief Elected Official. This agreement shall continue until modified or terminated by a majority vote of both the LWDB and CEO. This agreement will remain in effect until it is modified or terminated by a majority of both the LWDB and CEOs.

#### ARTICLE XIV: Merger

This agreement constitutes all of the terms and agreement between the parties. All prior negotiations, statements, representations, warranties, and agreements, if any, pertaining to any of the details of the subject matter are hereby superseded and terminated by this agreement, which is the entire contract of the parties. All covenants and terms hereof shall extend to and be obligatory upon the successors and assigns of the parties. Each signatory certifies it has full legal authority to execute this agreement on behalf of its principal.

#### ARTICLE XV: Nondiscrimination and Equal Opportunity Assurances

All parties must comply with Section 188 of WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and all other relevant regulations implementing the laws listed above. (29 CFR Part 38).

The parties also assure compliance with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the parties' operation of the WIOA Title I financially assisted program or activity, and to all agreements to carry out the WIOA Title I financially assisted programs or activities. The parties understand that the United States has the right to seek judicial enforcement of this assurance.

The CEOs and LWDB hereby certify and assure that they will comply with all provisions in the Act, applicable regulations, and the policies and directives established by the Governor and Arkansas State Workforce Development Board.

This agreement, as stipulated under Section 107 (b) of the Workforce Innovation and Opportunity Act, 29 U.S.C. § 3101, et seq., which was approved by the Workforce Development Board on October 6, 2021, and the Chief Elected Officials on September 30, 2021, is effective when signed and dated by the LWDB Chair and the authorized signatory of the Chief Elected Officials.

Gayle Cooper  
North Central Arkansas  
Workforce Development Board Chair

10-26-21  
Date

Typed Name: Gayle Cooper

Rick Elumbaugh  
North Central Arkansas  
Chief Elected Official Chair

11/01/2021  
Date

Typed Name: Rick Elumbaugh

## ATTACHMENT III

### AGREEMENT LOCAL WORKFORCE DEVELOPMENT BOARD AND GRANT RECIPIENT/FISCAL AGENT

This Agreement is entered into by the North Central Arkansas Workforce Development Board (NCAWDB) and White River Planning and Development District (WRPDD), the designated Fiscal Agent in the North Central Arkansas Workforce Development Area consisting of Cleburne, Fulton, Independence, Izard, Jackson, Sharp, Stone, Van Buren, White, Woodruff counties in Arkansas, pursuant to the Workforce Innovation and Opportunity Act of 2014 (hereinafter "WIOA") set forth in 29 U.S.C. § 3101, et. seq.

The purpose of this Agreement is to articulate the relationship between the NCAWDB and WRPDD, acting as the Fiscal Agent for WIOA funds.

#### A. LWDB ROLES AND RESPONSIBILITIES

The LWDB, as outlined in WIOA, is responsible for establishing the plan and setting policies for how the WIOA funds will be spent. As such, they are responsible for:

- Developing and submitting the local WIOA plan in partnership with the CEO. This plan is the basis for all WIOA services and activities performed in the Area.
- Developing the WIOA services and LWDB Budget – Using the local WIOA plan, the LWDB will develop a budget for WIOA activities, including career services and training services, with approval of the CEO. The administrative services will not exceed the 10% limit as outlined in the WIOA law. All LWDB activities (including those chargeable to both administrative and other cost categories), and the projected costs for implementing those activities, will be based on a strategic plan developed by the LWDB members. The costs associated with implementing the strategic plan will be outlined as a separate LWDB line item in the WIOA budget. The WIOA budget will be approved by the Chief Elected Officials (CEOs).
- Approving the transfer of funds between WIOA adult and DLW funds – The transfer of funds between funding streams will be based on the local plan of service and will respond to changes in the local economic climate of increasing or decreasing plant closures and dislocations.

Other LWDB responsibilities within the *WIOA funding sources role* include:

- selecting the
  - One-Stop Operator/s with the agreement of the CEOs;
  - Service providers for Youth, Adult and Dislocated Worker activities;
  - Eligible training providers;
  - Conducting oversight of youth workforce investment activities and adult and dislocated worker employment and training activities under WIOA;
- negotiating with the state on the area's WIOA performance measures (common measures);
- designating a standing youth committee;
- developing and executing an MOU with the one stop partners;
- assisting the Governor to develop the employment statistics system;
- ensuring qualified individuals have equal access to programs and services at all locations;
- linking with employers and economic development within the Area; and,
- promoting private sector involvement in the statewide DWS system.

LWDB responsibilities for system development include:

- building and transforming the One-Stop/DWS System by establishing and communicating the One-Stop system “vision”, chartering and evaluating the One-Stop centers, establishing and communicating the One-Stop system measures, promoting continuous improvement, and ensure system integration;
- becoming the central point of workforce intelligence by gathering labor market information, identifying key industry clusters and employer skill requirements, identifying the skills of the current and future labor force, identifying local HR issues within the community, and, determining the service and resource assets in the area;
- identifying and addressing the key community workforce development issues;
- engaging the community partners to assist in addressing those issues; and,
- managing the LWDB infrastructure.

## **B. FISCAL AGENT ROLES AND RESPONSIBILITIES**

White River Planning and Development District, as the fiscal agent, cooperates with and assists the CEOs and the LWDB with their workforce objectives in conformity with WIOA regulations. The fiscal agent receives and manages all formula WIOA funds for the area including Adult, Dislocated Worker, and Youth, as well as any other state or federal funds allocated to the local workforce area. The fiscal agent is generally responsible for the receipt, disbursement, accounting and reporting of WIOA and all other grant funds for the CEO during the period.

The fiscal agent duties and responsibilities are performed for the direct benefit of the CEOs and performed in accordance with, and governed by, applicable WIOA provisions. The fiscal agent’s work is performed in accordance with the policies and procedures of the LWDB. The fiscal agent ensures WIOA funds are spent according to the LWDB developed and CEO-approved budget. In addition, the fiscal agent provides services related to grants management, general accounting and financial services, oversight for fund integrity, staff support and technical assistance on fiscal matters. In conjunction with the CEO and LWDB, the fiscal agent responds to audit financial findings.

For the WIOA subcontractors, the fiscal agent performs the following services:

- prepares, procures, and administers contracts;
- oversees and monitors contractors/sub-recipients;
- respond to monitoring findings
- provides financial technical assistance to sub-recipients/contractors regarding fiscal issues; and,
- ensures independent audits of all contracted employment and training programs, at the direction of the LWDB. The fiscal agent has no duties or responsibilities for the oversight, management or results of any program for which funds are disbursed.

To support the oversight role of the CEOs and LWDB, the fiscal agent prepares and disseminates financial reports on a quarterly basis in formats prescribe by the entities to identify revenues, expenditures, accounts payable, accounts receivable and balances and obligations, by funding stream, and lower tier sub-recipients. These reports are on an accrual basis and are distributed to the CEOs, LWDB, and its Executive Director.

The fiscal agent will coordinate with the LWDB Executive Director to:

- ensure that the parties are informed as to the appropriate expenditure of WIOA funds in conformance with Federal and State Regulations and WIOA provisions, and other rules and regulations such as OMB and Federal Acquisition Regulations (FAR) and that expenditures of these funds are properly and accurately accounted for;
- prepare required federal and state financial reports associated with management of grant funds; and,
- prepare financial reports and grant closeouts at the direction of the funding sources. The fiscal agent also arranges for an annual audit of all funds.

The fiscal agent does not make decisions about who receives the money. They do not develop or approve WIOA budgets. The fiscal agent serves as an accounts payable and receivable operation. The fiscal agent disburses the funds at the direction of the CEO and LWDB as long as those directives do not violate any provision of WIOA or OMB Uniform Guidance or Federal Acquisition Regulations (FAR).

Employees or sub-contractors who perform Fiscal Agent functions may not provide WIOA Title I, career or training services or other direct job seeker workforce services in the area where the entity is the fiscal agent.

The fiscal agent exercises the degree of skill and care expected by the financial reporting and accounting profession. The fiscal agent accepts responsibility for the quality, accuracy, and timeliness of the work performed by the fiscal agent and its employees, sub-contractors, and agents. The fiscal agent accepts financial responsibility for any errors and omissions that cause harm to the CEOs and for the faithful performance of its employees, including employee theft.

#### **C. MUTUAL ROLES**

The LWDB will work in partnership with WRPDD to safeguard WIOA funds and to assure that the funds available in the Local Workforce Development Area are used for the maximum benefit of citizens in the North Central counties.

#### **D. OTHER ROLES**

The roles identified in this Agreement are not comprehensive nor intended to be. Instead, they establish a baseline set of roles to guide the relationship between the LWDB and WRPDD when working together under WIOA.

#### **E. CONFLICT OF INTEREST**

Grantees, sub-recipients, and contractors funded under WIOA must implement conflict of interest policies and procedures as stipulated in the WIOA law, Code of Federal Regulations and guidance, Office of Management and Budget (OMB) Uniform Guidance, State regulations, and State WIOA conflict of interest requirements.

As specified in 20 CFR § 678.610(c) and in conformity with 20 CFR § 679.430 for demonstrating internal controls and preventing conflict of interest, the written roles and responsibilities and standards of conduct must include a description of the firewalls used to mitigate conflict of interest in circumstances including, but not limited to, situations where the entity acts in more than one role in the one-stop delivery system or performs more than one function in the procurement process as well as situations in which the non-Federal entity uses a sole source selection.

Sufficient firewalls must be in place, ensuring that stewards of the programs and all those served in the programs are not only eligible and suitable but also protected from being part of the perception of impropriety, and conflict of interest.

#### **F. NONDISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES**

All parties must comply with Section 188 of WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and all other relevant regulations implementing the laws listed above. (29 CFR Part 38).

The parties also assure compliance with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the parties' operation of the WIOA Title I financially assisted program or activity, and to all agreements to carry out the WIOA Title I financially assisted programs or activities. The parties understand that the United States has the right to seek judicial enforcement of this assurance.

SIGNATURE PAGE

This agreement, as stipulated under Section 107 (b) of the Workforce Innovation and Opportunity Act, 29 U.S.C. § 3101, et. seq. has been approved by the Workforce Development Board and White River Planning and Development District as the fiscal agent. The agreement, which was approved by the North Central Arkansas Workforce Development Board on October 6, 2021, is effective when signed and dated by the LWDB Chair and the authorized signatory of the fiscal agent.

Gayle Cooper  
North Central Arkansas  
Workforce Development Board Chair

10/14/2021  
Date

Typed Name: Gayle Cooper

Janet Smith  
North Central Arkansas  
Fiscal Agent

10-14-2021  
Date

Typed Name: Janet Smith  
Title: Executive Director  
Organization: White River Planning and Development District, Inc.

## ATTACHMENT IV

### AGREEMENT LOCAL ELECTED OFFICIALS AND GRANT RECIPIENT/FISCAL AGENT

This Agreement is entered into by the Chief Elected Officials (CEOs) of North Central Arkansas Workforce Development Area and White River Planning and Development District, Inc. (WRPDD). The CEOs designated WRPDD as the Grant Recipient/Fiscal Agent to act on their behalf in the North Central Workforce Development Area (Area) consisting of Cleburne, Fulton, Independence, Izard, Jackson, Sharp, Stone, Van Buren, White, Woodruff counties in Arkansas, pursuant to the Workforce Innovation and Opportunity Act of 2014 (hereinafter "WIOA") set forth in 29 U.S.C. § 3101, et. seq.

In cases where funds have not been spent properly and must be repaid to the funding source, the CEOs agree to hold the offending party accountable for the misspent funds. The accountability would be with the Local One-Stop Partner/Service Provider, then through the agent designated to receive and administer the WIOA funds, and end with the CEOs. These entities would be made responsible for their own actions through the contract process. The CEOs agree to use any means available to protect against liability issues including tort immunity, insurance, etc. in the event of an oversight or mistake in program operations.

While WIOA permits the CEOs to designate an entity to serve on their behalf as grant recipient and fiscal agent, the CEOs understand that this designation does not relieve the CEOs of their financial liability for any misspent funds. Under WIOA, the CEOs retain ultimate liability for the repayment of any WIOA funds that have been misused or costs that have been disallowed.

The purpose of this Agreement is for CEOs to articulate their expectations of their designated grant recipient/fiscal agent and for the designated grant recipient/fiscal agent to acknowledge and accept these expectations.

#### A. DELEGATION OF CEO AUTHORITY AND RESPONSIBILITES

1. The CEOs delegate to WRPDD the power and responsibility to enter into contracts, sub-contracts, and other agreements, to receive, expend, and distribute funds, to develop and evaluate procedures for financial management, and to hire, organize, and train the staff needed to carry out their responsibilities.
2. WRPDD agrees to accept on behalf of the CEOs all grant funds associated with Title I of WIOA. This responsibility also includes funds available under WIOA National Emergency grants, etc. that the Fiscal Agent will be responsible for on behalf of the CEOs
3. WRPDD agrees to disburse WIOA funds for allowable Workforce Innovation and Opportunity Activities on behalf of the CEOs. As required by law, these disbursements will occur at the direction of the North Central Arkansas Workforce Development Board, provided that the purpose for the disbursement is allowable, authorized and documented.
4. The CEOs agree to reimburse WRPDD for necessary and reasonable administrative costs for performing the duties of grant recipient/fiscal agent as reflected in an operating budget, which WRPDD shall submit to CEOs annually for approval.
5. WRPDD acknowledges that no provision for profit is allowed and that any excess of revenue over its costs must be counted as program income, and spent in compliance with WIOA program income requirements. WRPDD also acknowledges that no interest will be earned on funds received under WIOA Title I.

#### B. ADMINISTRATIVE AND PROCEDURAL EXPECTATIONS

1. The CEOs expect WRPDD to comply with Federal and State law, regulation and policy established for

WIOA programs.

2. The CEOs expect WRPDD to employ and train a sufficient number of qualified staff necessary to fulfill the duties of grant recipient/fiscal agent, subject to the limitations of an annual budget.
  - a. The uniform administrative requirements of OMB Uniform Guidance, including the standards for financial management systems.
  - b. Cost principles as defined in OMB Uniform Guidance.
3. The CEOs expect WRPDD to identify and acquire an accounting system that will meet all the fund accounting and reporting requirements for WIOA grant programs.
4. The CEOs expect WRPDD to employ and train a sufficient number of qualified staff necessary to fulfill the duties of grant recipient/fiscal agent, subject to the limitations of an annual budget.
5. The CEOs expect WRPDD to establish and manage an appropriate system for the award and administration of grants and contracts, including monitoring of grants and contracts.
6. The CEOs expect WRPDD to enter into written grant agreements or contracts only as needed and when clear goals and obligations are established.
7. The CEOs expect WRPDD to monitor the implementation of all grants and contracts, and to fulfill the requirement on local areas to conduct program and financial monitoring not less frequently than annually.
8. The CEOs expect WRPDD to take prompt and appropriate corrective action upon becoming aware of any evidence of a violation of Federal or State WIOA rules or policies.
9. The CEOs expect WRPDD to closely monitor the life of all grant funds to ensure they are used to the maximum amount allowed under WIOA and to avoid any loss of funds allocated to the local workforce investment area.
10. The CEOs expect WRPDD to develop a property control system that meets all Federal and State requirements and that provides for a full accounting of all property and equipment purchased with WIOA funds.

#### **C. REPORTING EXPECTATIONS**

1. The CEOs expect WRPDD to provide the following information quarterly:
  - (a) Reports and other documents that summarize the current financial conditions of all WIOA grants awarded to the North Central Arkansas Workforce Development Area, including income, expenditures, fund balances, comparison to approved budget and other financial metrics the CEOs may identify in conjunction with the execution of their responsibilities under this Agreement.
  - (b) Reports and documents that summarize known compliance issues or concerns along with an explanation of any out-of-compliance notices received for any program for which the CEOs retain ultimate responsibility.
2. The CEOs expect WRPDD to meet with the CEOs on a regular basis to review reports and address CEO questions or concerns. These meetings shall be held not less frequently than quarterly.

#### **D. SEPARATION OF DUTIES**

The CEOs also expect WRPDD to assure adequate separation between its responsibilities as grant recipient/fiscal agent for the local workforce development area and its role as One-Stop Operator and Service Provider.

#### **E. CEO EXPECTATIONS ABOUT LIABILITY**

1. The CEOs will hold WRPDD accountable for all expenditures or costs that violate WIOA requirements. This includes disallowed costs resulting from WRPDD's failure to apply or properly interpret WIOA requirements, negligence, WRPDD's failure to follow accepted standards of financial management or other failure to safeguard WIOA funds on behalf of the CEOs. CEOs agree that all agreements or contracts with service providers shall include provisions that require the service provider to be responsible for disallowed costs resulting from the service provider's known failure to apply or properly

interpret WIOA requirements, gross negligence, the service provider's failure to follow accepted standards of financial management or other failure to safeguard WIOA funds on behalf of CEOs.

2. In the event costs are disallowed, the CEOs will seek reimbursement from WRPDD for all disallowed costs and expect WRPDD to repay these costs with non-Federal sources of funds. The CEOs understand that WRPDD may seek reimbursement from other contractors for whom costs were disallowed. WRPDD shall assure that any such reimbursed costs will be paid from non-Federal sources of funds.
3. **Specific CEO Liability delegations**

In the case of disallowed costs, questioned costs, and/or misspent funds, not covered by the above remedy, the liability rests with the North Central Arkansas CEOs. All liabilities and costs accruing to the North Central Arkansas CEOs including, but not limited to, disallowed/questioned costs, settlements, attorney's fees, court costs, and judgments, which arise from or are related to activities covered by this agreement shall be covered as follows:

- The North Central Arkansas CEOs will share fiscal liability based on the per capita population basis.
- Any and all remedies allowable shall be utilized to satisfy questioned, disallowed, misspent, or mismanaged funds.

## **F. OTHER EXPECTATIONS**

1. The expectations identified in this Agreement are not comprehensive nor intended to be. Instead, they establish a baseline set of expectations to guide WRPDD in its role as grant recipient and fiscal agent.
2. The CEOs expect to work in partnership with WRPDD to safeguard WIOA funds and to assure that the funds available in the local workforce development area are used for the maximum benefit of citizens in the seven counties.

## **G. CONFLICT OF INTEREST**

Grantees, sub-recipients, and contractors funded under WIOA must implement conflict of interest policies and procedures as stipulated in the WIOA law, Code of Federal Regulations and guidance, Office of Management and Budget (OMB) Uniform Guidance, State regulations, and State WIOA conflict of interest requirements.

Sufficient firewalls must be in place, ensuring that stewards of the programs and all those served in the programs are not only eligible and suitable but also protected from being part of the perception of impropriety, and conflict of interest.

## **H. NONDISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES**

All parties must comply with Section 188 of WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and all other relevant regulations implementing the laws listed above. (29 CFR Part 38).

The parties also assure compliance with 29 CFR Part 38 and all other regulations implementing the laws

listed above. This assurance applies to the parties' operation of the WIOA Title I financially assisted program or activity, and to all agreements to carry out the WIOA Title I financially assisted programs or activities. The parties understand that the United States has the right to seek judicial enforcement of this assurance.

**AGREEMENT  
LOCAL CHIEF ELECTED OFFICIALS AND  
GRANT RECIPIENT/FISCAL AGENT**

**SIGNATURE PAGE**

This agreement, as stipulated under Section 107(b) of the Workforce Innovation and Opportunity Act, 29 U.S.C. § 3101, et. seq. has been approved by the CEOs of the local workforce development area and WRPDD as the Fiscal Agent. The agreement, which was approved by the CEO's on September 30, 2021, is effective when signed and dated by the Chief Local Elected Official, the Chief Elected Officials and the authorized signatory of the fiscal agent. It continues from year to year until it is modified or either the CEOs (by a majority vote) or WRPDD initiates steps to terminate it. If either the CEOs or WRPDD plan to terminate this Agreement, a minimum of 60 days' notice shall be given to the other as to this intent.

  
North Central Arkansas  
Chief Elected Official Chair

11/01/2021  
Date

Typed Name: Rick Elumbaugh

  
North Central Arkansas  
Fiscal Agent

10-14-2021  
Date

Typed Name: Janet Smith  
Title: Executive Director  
Organization: White River Planning and Development District, Inc.

## **ATTACHMENT V**

### **Multi-Function Agreement between White River Planning and Development District (WRPDD), North Central Arkansas Workforce Development Board (NCAWDB), and the Chief Elected Officials (CEOs)**

#### **PURPOSE:**

To clarify necessary firewalls between the separate roles of WRPDD as the multi-function agency.

The regulations implementing WIOA allow LWDBs to contract with a single entity to fulfill more than one service provider role in its One-Stop Delivery System. Any service provider performing more than one function, such as local fiscal agent, LWDB staff, OSO, or direct provider of services must develop a written agreement with the LWDB and Chief Elected Official (CEO).

A written agreement must be developed between the WRPDD, NCAWDB and the CEOs with real separation between the departments of Fiscal Agent, Staff of the Board, One-Stop Operator, and Direct Program Provider.

This written agreement between WRPDD, NCAWDB, and the CEOs clarifies how the organization will carry out its responsibilities while demonstrating compliance with WIOA and corresponding regulations, relevant Office of Management and Budget Uniform Guidance, and the State's conflict of interest policy.

#### **GENERAL TERMS OF THE AGREEMENT:**

White River Planning and Development District, serving as the Multi-Function Agency (agency functioning simultaneously in a variety of roles, including local fiscal agent, Local WDB staff, one-stop operator, and direct provider of services), will ensure that the North Central Arkansas one-stop and affiliate sites operate in a manner which supports the operational policies and procedures of the NCAWDB and of its designated administrative entity.

#### **REQUIREMENT:**

20 CFR 679.430 Local organizations often function simultaneously in a variety of roles, including local fiscal agent, Local WDB staff, one-stop operator, and direct provider of services. Any organization that has been selected or otherwise designated to perform more than one of these functions must develop a written agreement with the Local WDB and CEO to clarify how the organization will carry out its responsibilities while demonstrating compliance with WIOA and corresponding regulations, relevant Office of Management and Budget Uniform Guidance, and the State's conflict of interest policy.

TEGL 15-16 states: A conflict of interest can arise when actions are taken or may appear to be taken by any entity involved in more than one role.

#### **BACKGROUND:**

WRPDD currently serves as the fiscal agent, the one-stop-operator, the staff of the North Central Arkansas Workforce Development Board, and the provider for Adult, Dislocated Worker, and Youth services for the North Central Arkansas Workforce Development area. Attachment I shows the separation of duties for each role.

#### **CONFLICT OF INTEREST**

Appropriate separation of responsibilities must occur between various entities serving in a functional role within the One Stop system. These entities are defined in this agreement as LWDB staff, Fiscal Agent, One Stop Operator, and Service Provider. For the purposes of this agreement, it should be noted that the entity (or individual serving in the role of One Stop Operator per contract) shall not provide direct oversight (e.g., supervisory, management) for staff of any other entity with a functional responsibility within the One Stop system, including LWDB staff, Fiscal Agent, or Service Provider. This is to prevent any conflicts of interest and maintain appropriate firewalls.

Adherence to this agreement will be maintained by the CEOs for North Central Workforce Development Area, the NCAWDB, and White River Planning and Development District.

See North Central Workforce Development Board Conflict of Interest policy for additional details.

**DISPUTE RESOLUTION**

A disagreement about some matter within the Multi-Function Agency which falls outside of the scope of the Agreement and which cannot be resolved by the Multi-Function Agency will be referred to the Chief Elected Official of North Central Arkansas Workforce Development Area for resolution. If a resolution cannot be reached, the matter will be referred to the WDB Chairperson and the Chief Local Elected Official (CEO) who will meet with the parties involved in the dispute to attempt to resolve the issue. The WDB Chairperson and the CEO will issue a written recommendation for resolving the issue.

**AMENDMENTS**

This Agreement may be amended at any time by the written, signed consent of all the parties.

**SEVERABILITY**

Should any part of this Agreement be invalidated or otherwise rendered null and void, the remainder of this Agreement shall remain in full force and effect.

Staff to the Board	One-Stop Operator	Direct Provider of Services	Fiscal Agent
Per 20 CFR § 679.400(d), LWDB staff may only assist the LWDB in fulfilling the required functions outlined in WIOA section 107(d). To summarize, WIOA Section 107(d) identifies functions for LWDBs, among them are: <ol style="list-style-type: none"> <li>1. Developing a local plan;</li> <li>2. Analyses of regional labor market data con;</li> <li>3. Leading efforts to engage employers;</li> <li>4. Leading efforts to develop and implement career pathways;</li> <li>5. Identifying and promoting proven and promising practices;</li> <li>6. Establishing standing committees to more effectively accomplish the work of the local boards;</li> <li>7. Better utilizing technology to facilitate connections among the intake and case management information systems of one-stop partners, to access services provided through the one-stop system (including remote areas), to meet the needs of individuals with barriers to employment, and to leverage resources and capacity;</li> <li>8. Promoting consumer choice of participants among providers;</li> <li>9. Developing a local budget</li> <li>10. Selecting one-stop operators and service providers, when appropriate</li> <li>11. Enhancing coordination with education providers; and</li> <li>12. Assessing the physical and programmatic accessibility of one-stop centers annually in accordance with applicable nondiscrimination provisions under Title I of WIOA and the Americans with Disabilities Act.</li> </ol>	<ol style="list-style-type: none"> <li>1. Coordinate service delivery of required partners and service providers. 20 CFR §678.620 (a)</li> <li>2. May coordinate service providers across the one-stop delivery system, be the primary provider of services within the center, provide some of the services within the center, or coordinate service delivery in a multi-center area. 20 CFR §678.620 (a)</li> <li>3. May provide career services. 20 CFR §680.160</li> <li>4. Collect performance information and determine whether work-based training providers meet any established criteria. 20 CFR §680.530 (c)</li> <li>5. Disseminate information identifying providers and programs that have met performance criteria, along with the relevant performance information about them, through the one-stop delivery system. 20 CFR §680.530 (d)</li> <li>6. Determine eligibility for program services and eligibility for training services for Adults, Dislocated Workers, and Youth</li> <li>7. Provide career and training services for Adults, Dislocated Workers, and Youth</li> <li>8. Perform follow-up for Adult, Dislocated Worker, and Youth programs</li> <li>9. Perform quarterly monitoring of program</li> </ol>	<ol style="list-style-type: none"> <li>1. Receive funds. 20 CFR §679.420</li> <li>2. Conduct continuous financial oversight and monitoring to determine that expenditures have been made against the cost categories and within the cost limitations specified in the Act, whether there is compliance with other provisions of the Act, regulations, and State policies. 20 CFR §679.420</li> <li>3. Ensure accountability for expenditures of funds in accordance with OMB Uniform Guidance, Federal regulations and State policies. 20 CFR §679.420</li> <li>4. Prepare and administer contracts.</li> <li>5. Respond to monitoring findings.</li> <li>6. Maintain proper accounting records and adequate documentation in accordance with uniform administrative requirements.</li> <li>7. Prepare financial reports.</li> <li>8. Provide technical assistance to sub-recipients and/or contractors regarding fiscal issues. 20 CFR §679.420 (b)(6)</li> <li>9. Procure contracts and/or obtain written agreements.</li> <li>10. Disburse funds for salaries, contracts, wages, and vouchers.</li> <li>11. Conduct financial monitoring of service providers for compliance with uniform administrative requirements and cost allowability principles provided in applicable OMB Uniform Guidance.</li> <li>12. Ensure independent audits of all contracted entities receiving over five-hundred thousand dollars (\$500,000.00) in DOL grant funds.</li> <li>13. Ensure funds are being expended according to the LWDB-developed and the CEO-approved budget.</li> <li>14. The fiscal agent has the option to provide directly some or all of the youth workforce investment activities. 20 CFR §681.400(a)</li> </ol>	

Agreement between White River Planning and Development District (WRPDD),  
North Central Arkansas Workforce Development Board (NCAWDB),  
and the Chief Elected Officials (CEOs) pg. 3 of 4

**Multi-Function Agreement between  
White River Planning and Development District (WRPDD),  
North Central Arkansas Workforce Development Board (NCAWDB),  
and the Chief Elected Officials (CEOs)**

**Signature Page**

I have read and agree to the Agreement between White River Planning and Development District (WRPDD), North Central Arkansas Workforce Development Board (NCAWDB), and the Chief Elected Officials (CEOs)

  
\_\_\_\_\_  
North Central Arkansas Workforce Development Board Chair  
Typed Name: Gayle Cooper

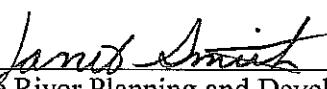
10-26-21

Date

  
\_\_\_\_\_  
North Central Arkansas Chief Elected Official Chair  
Typed Name: Rick Elumbaugh

11/01/2021

Date

  
\_\_\_\_\_  
White River Planning and Development District, Inc.  
Typed Name: Janet Smith  
Title: Executive Director

10-14-2021

Date

**AGREEMENT**

**LOCAL CHIEF ELECTED OFFICIALS AND**

**GRANT RECIPIENT/FISCAL AGENT**

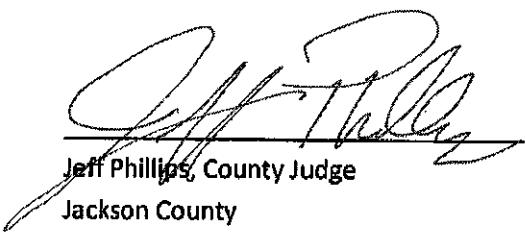
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North Central Chief Elected Official:



Jeff Phillips, County Judge  
Jackson County

1/13/2023

Date Signed

**AGREEMENT**

**LOCAL CHIEF ELECTED OFFICIALS AND  
GRANT RECIPIENT/FISCAL AGENT**

**(Continued)**

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**North Central Chief Elected Official:**

  
\_\_\_\_\_  
Stacey Avey, County Judge  
Stone County

1-13-2023  
\_\_\_\_\_  
Date Signed

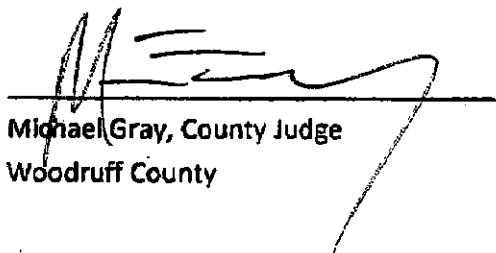
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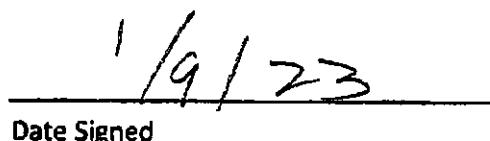
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North Central Chief Elected Official:



Michael Gray, County Judge  
Woodruff County



1/9/23

Date Signed

**Roles and Responsibilities**

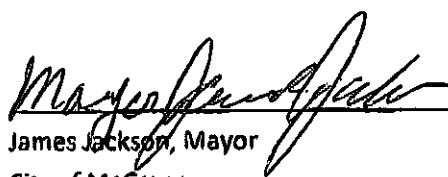
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North Central Chief Elected Official:

  
\_\_\_\_\_  
James Jackson, Mayor  
City of McCrory

  
\_\_\_\_\_  
1-9-2023

Date Signed

Roles and Responsibilities

**AGREEMENT**

**LOCAL CHIEF ELECTED OFFICIALS AND  
GRANT RECIPIENT/FISCAL AGENT**

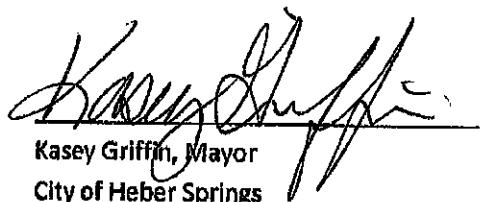
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**North Central Chief Elected Official:**



Kasey Griffin, Mayor  
City of Heber Springs

Jan. 9, 2023

Date Signed

**AGREEMENT**

**LOCAL CHIEF ELECTED OFFICIALS AND**

**GRANT RECIPIENT/FISCAL AGENT**

**(Continued)**

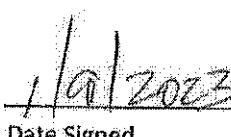
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**North Central Chief Elected Official:**

  
\_\_\_\_\_  
Kevin Jeffery, County Judge  
Independence County

  
\_\_\_\_\_  
Date Signed

**Roles and Responsibilities**

**AGREEMENT**

**LOCAL CHIEF ELECTED OFFICIALS AND  
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**North Central Chief Elected Official:**

  
Rick Elumbaugh, Mayor  
City of Batesville

11/9/23

Date Signed

Roles and Responsibilities

**AGREEMENT**

**LOCAL CHIEF ELECTED OFFICIALS AND  
GRANT RECIPIENT/FISCAL AGENT**

**(Continued)**

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**North Central Chief Elected Official:**



**Daniel Busch, Mayor  
City of Salem**

1/9/2023

**Date Signed**

**AGREEMENT**

**LOCAL CHIEF ELECTED OFFICIALS AND**

**GRANT RECIPIENT/FISCAL AGENT**

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**North Central Chief Elected Official:**



Kenneth Crow, County Judge  
Fulton County

01/09/2023

Date Signed

**AGREEMENT**

**LOCAL CHIEF ELECTED OFFICIALS AND  
GRANT RECIPIENT/FISCAL AGENT**  
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**North Central Chief Elected Official:**



Mat Faulkner, Mayor  
City of Searcy

1-9-2023

Date Signed

**AGREEMENT**

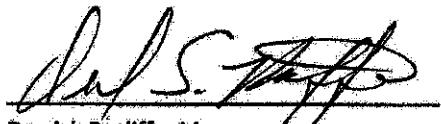
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North Central Chief Elected Official:



Derrick Ratliffe, Mayor  
City of Newport



Date Signed

**Roles and Responsibilities**

**AGREEMENT**

**LOCAL CHIEF ELECTED OFFICIALS AND  
GRANT RECIPIENT/FISCAL AGENT**

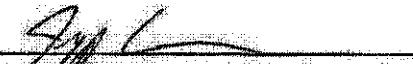
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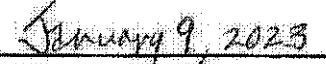
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**North Central Chief Elected Official:**

  
Jeff Collins, Mayor  
City of Augusta

  
Date Signed

**Roles and Responsibilities**

**AGREEMENT**

**LOCAL CHIEF ELECTED OFFICIALS AND  
GRANT RECIPIENT/FISCAL AGENT**

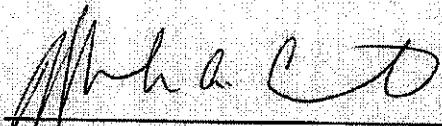
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**North Central Chief Elected Official:**



Mark Counts, County Judge  
Sharp County

12/10/2020  
Date Signed

**Roles and Responsibilities**

**(Continued)**

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**North Central Chief Elected Official:**



**Rick Womack, Mayor  
City of Tuckerman**



**Date Signed**

**Roles and Responsibilities**

**AGREEMENT**

**LOCAL CHIEF ELECTED OFFICIALS AND**

**GRANT RECIPIENT/FISCAL AGENT**

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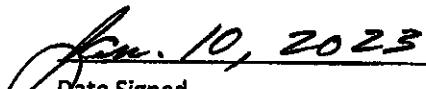
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**North Central Chief Elected Official:**



Mike Robertson, Mayor  
City of Beebe



Date Signed

AGREEMENT

LOCAL CHIEF ELECTED OFFICIALS AND

GRANT RECIPIENT/FISCAL AGENT

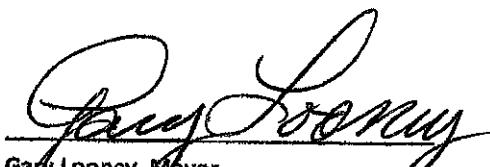
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North Central Chief Elected Official:



Gary Looney, Mayor  
City of Bald Knob



Date Signed

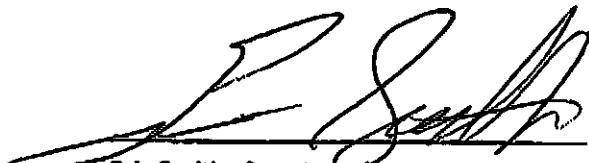
Roles and Responsibilities

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**North Central Chief Elected Official:**

Eric Smith, County Judge  
Izard County

1/9/2023  
Date Signed

**AGREEMENT**

**LOCAL CHIEF ELECTED OFFICIALS AND  
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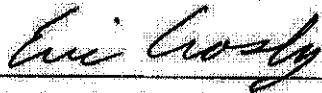
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North Central Chief Elected Official:



Eric Crosby, County Judge  
Cleburne County



Date Signed

AGREEMENT

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North Central Chief Elected Official:



Steven Rose, Mayor  
City of Cherokee Village

01/17/2023

Date Signed

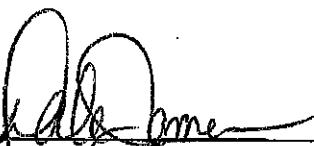
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(Continued)**

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I understand that, according to 20 CFR § 683.710(b)(1), "the local government's chief elected official(s) in a local area is liable for any misuse of the WIOA grant funds allocated to the local area under WIOA secs. 128 and 133, unless the chief elected official(s) reach an agreement with the Governor to bear such liability."

**By signing my name below, I certify that I have read the Chief Elected Officials and Grant Recipient/Fiscal Agent Agreement, which was approved by the CEO's on December 10, 2020. My signature certifies that I am in agreement with the terms of this agreement.**

**North Central Chief Elected Official:**

  
\_\_\_\_\_  
Dale James, County Judge  
Van Buren County

1-17-23  
\_\_\_\_\_  
Date Signed

**AGREEMENT**

**LOCAL CHIEF ELECTED OFFICIALS AND  
GRANT RECIPIENT/FISCAL AGENT**  
**(Continued)**

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North Central Chief Elected Official:

Lisa Brown

Lisa Brown, County Judge  
White County

1-17-2023

Date Signed

**Roles and Responsibilities**

**AGREEMENT  
LOCAL CHIEF ELECTED OFFICIALS AND  
GRANT RECIPIENT/FISCAL AGENT  
(Continued)**

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North Central Chief Elected Official:

Roger Gardner

Roger Gardner, Mayor  
City of Mountain View

1-20-2023

Date Signed

AGREEMENT

LOCAL CHIEF ELECTED OFFICIALS AND  
GRANT RECIPIENT/FISCAL AGENT

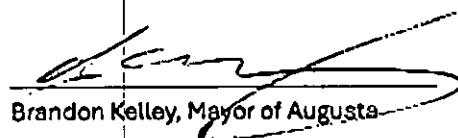
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North Central Chief Elected Official:

  
Brandon Kelley, Mayor of Augusta

2-2-26  
Date Signed

AGREEMENT

LOCAL CHIEF ELECTED OFFICIALS AND

GRANT RECIPIENT/FISCAL AGENT

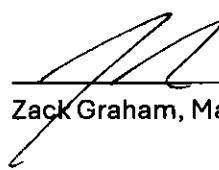
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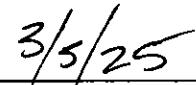
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North Central Chief Elected Official:

  
\_\_\_\_\_  
Zack Graham, Mayor of Tuckerman

  
\_\_\_\_\_  
Date Signed