

Southeast Arkansas Workforce Development Board

SUBRECIPIENT AGREEMENT

One Stop Operator Services

This subrecipient agreement is made and entered into by and between the Southeast Arkansas Workforce Development Board (SEAWDB) and

(1) Southeast Arkansas Economic Development District (SEAEDD), Inc.; hereinafter referred to as "subrecipient."

(2) This agreement shall commence on and terminate on October 18, 2023 through June 30 2026. A total of three years; excluding the option of an extension without procurement.

All oral or written agreements between parties hereto relating to the subject matter of this Subrecipient agreement have been reduced to writing and are contained herein. Both parties to this agreement hereby state that all terms, goals, and objectives contained herein have been negotiated by and between said parties, and signature hereon expresses acceptance of such terms, goals, and objectives. Subrecipient understands that signature on the Subrecipient agreement constitutes promised performance under the Agreement, and hereby assures the SEAWDB that Subrecipient is capable of fulfilling all terms, goals, and objectives of the Subrecipient Agreement.

(3) The total amount obligated under this Contract by the SEAWDB to the Subrecipient is not to exceed \$45,000. This total reflects an average amount of \$1,388.89 per month for PY23, PY24, PY25- the length of this contract.

(4) SEAWDB

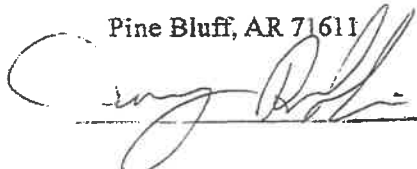
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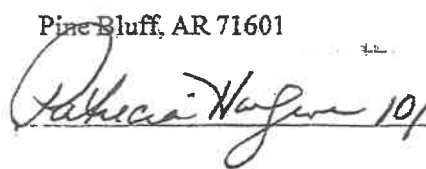
Pine Bluff, AR 71611

(5) SEAEDD

721 S. Walnut St.

Pine Bluff, AR 71601

 10/18/23

 10/18/2023

Danny Robbins

Typed Name

Patricia Hargrove

Typed Name

SEAWDB Chairman

Title

SEAEDD Executive Director

Title

Signature Page

ONE STOP OPERATOR

STATEMENT OF WORK

WIOA sec. 3(41) defines one-stop operator as one or more entities designated or certified under WIOA sec. 121(d). Such designation or certification must be through a competitive process. The one-stop operator must be an entity (public, private, or nonprofit) or a consortium of entities that, at a minimum, includes three or more of the required one-stop partners of demonstrated effectiveness, located in the Local Area. Entities selected and serving as one-stop operators are subrecipients of a Federal award and thus are required to follow the Uniform Guidance.

The Workforce Innovation & Opportunity Act (WIOA) requires local workforce development boards to define the role of the One-Stop Operator and competitively procure entity or entities (20 CFR §678.600-678.635) to provide this service.

The basic role of a one-stop operator is to coordinate the service delivery of participating one-stop partners and service providers

Additional Duties include but are not limited to:

- Being knowledgeable of the mission, services, and performance standards of all partners and facilitating cross-training among all staff as necessary to meet the strategic goals established by the SEAWDB and the Workforce Innovation and Opportunity Act;
- Participating in the Workforce Centers' Certification process for Southeast Arkansas;
- Evaluating customer needs and satisfaction data to continually refine and improve service strategies including exploring implementing a real-time customer feedback model;
- Facilitating sharing of data and information;
- Providing periodic updates and reports to the SEAWDB, elected officials, and regional partner groups of past, ongoing, and upcoming activities;
- Ensuring non-program EEO requirements are met including coordinating staff training, and assuring EEO posters and processes are in place; and
- Coordinating and leading Service Delivery efforts for businesses and job seekers on behalf of staff, partners, and across the local area system including establishing site hours, schedules, operations, space configuration, customer flow, and integration necessary to deliver high-quality and timely support and services;
- Collaborating with Workforce Center leadership to ensure that basic services such as orientations, career and labor market information, and resource rooms are properly staffed with appropriate resources to meet customer needs;
- Addressing and resolving issues relating to growth and space usage, covered in the Infrastructure Funding Agreement and Memorandum of Understanding, including coordinating with the WIOA Fiscal Agent for building lease, utilities, and other Workforce Center needs;
- Managing partner responsibilities defined in the Memorandum of Understanding (MOU) among partners, including the referral process and availability of services

- Convene WIOA partners, for meetings to strategically plan and coordinate services for the workforce development area
- Assisting in various roles, as needed, within the overall One-Stop Delivery System.

One-stop operators may not perform the following functions: convene system stakeholders to assist in the development of the local plan; prepare and submit local plans (as required under WIDA sec. 107); be responsible for oversight of itself; manage or significantly participate in the competitive selection process for one-stop operators; select or terminate one-stop operators, career service providers, and youth providers; negotiate local performance accountability measures; or develop and submit budgets for activities of the Local WDB in the Local Area.

Responsibilities of the SEAWDB will include:

- Conduct oversight and monitoring;
- Provide technical assistance & training
- Issue timely invoices;
- Make timely payments;
- Monitor performance of the one-stop operator in accordance with performance and service deliverables; and
- Evaluate and approve contract or MOU modifications
- Reconcile costs and payments;
- Reconcile performance goals with actual performance;
- Ensure participant and financial records are secured and retained; and
- Prepare closeout documents.

Specifications:

The One-Stop Operator must be capable of providing services as described in the Code of Federal Regulations, Title 20, Part 678 - Description of the One-Stop Delivery System under Title 1 of the Workforce Innovation and Opportunity Act.

Program Operational Requirements:

Subrecipients must possess the administrative and fiscal capacity to meet the responsibilities of a One-Stop Operator as noted in Title 20, Part 678 of the Federal Regulations.

Subrecipients must also meet the following provisions:

- must not be debarred, suspended, or voluntarily or involuntarily excluded from participation in contracts involving federal funds.
- must agree that Workforce Innovation and Opportunity Act funds received under this proposal will not be used for any type of lobbying activity.
- must agree to maintain a drug-free workplace environment.
- must conform to program guidelines contained in the Workforce Innovation and Opportunity Act implementing regulations contained at 20 CFR 652 et al., Office of Management and Budget (OMB) Circulars A-102, A-128 and A-133, and other applicable law and regulatory provisions.

- must ensure that an adequate grievance and dispute process is established and maintained for all Workforce Innovation and Opportunity Act participants.
- must have evidence of good management and fiscal operations practices (audit report).

Terms of Contract:

Modifications

1. Except as provided otherwise herein, any alterations, additions or deletions to the terms of this agreement shall be by modification hereto in writing and executed by both parties to this agreement. This Agreement, contingent upon successful performance.
2. In the event subrecipient wishes to propose modification pursuant to this subsection, subrecipient must submit proposed modification to the WDB at least 30 calendar days prior to the desired effective date of the proposed modifications. Any modification not submitted in accordance with this time limitation will not be accepted by the WDB.
3. Agreement may not be modified solely to adjust planned performance to meet actual performance. Modification to this agreement may not change planned performance levels that are established for a period prior to the effective date of such modification.
4. The WDB may, at any time, by written order, make changes within the general scope of this agreement. If any such change causes an increase in the cost of, or time required for, performance of any part of the work under this agreement, an equitable adjustment shall be made in the agreement amount of completion date, or both, and the agreement shall be modified in writing accordingly.
5. Any alterations, additions, or deletions to the terms of this agreement which are required by changes in Federal Laws, or Federal Regulations promulgated pursuant thereto or changes in Department of Labor's or the WDB directives are automatically incorporated into this agreement with written amendment hereto, and shall go into effect on the date designated by the law, regulation or directive date of the WDB instructions.
6. If Subrecipient cannot conform to changes required by Federal Laws, Federal Regulations promulgated pursuant thereto, or changes in DOL's or the WDB instructions, then Subrecipient shall notify the SEAWDB in writing no later than the effective date of such law or regulations or instructions, or within three (3) days of written notification from the WDB that it cannot so conform. The WDB shall then establish the procedure for the termination of Subrecipient's programs and will terminate the agreement as soon as practicable. Unearned payments under this agreement shall be suspended. The best interests of clients shall be primary consideration in establishing the standard for such terminations.
7. It is understood and agreed by the parties hereto that this agreement must at all times be in compliance with the WIOA and regulations promulgated pursuant to WIOA, and that changes, interpretations, and clarification of WIOA and regulations made by the United States Department of Labor and the Courts during the agreement period will have the effect of qualifying the terms of this

agreement. Failure to maintain compliance with the WIOA and regulations shall constitute grounds for termination as set forth in this agreement.

8. Changes in this agreement, both programmatic and financially, are possible due to new or revised legislation, and any such changes which are necessary shall be incorporated into the agreement.

Termination of Agreement

1. Termination for Cause:

The WDB may terminate this agreement when it has been determined that Subrecipient has failed to provide the services specified or has failed to comply with any provision contained in this agreement. The WDB may also terminate this agreement when it has been determined that the Subrecipient has failed to comply with the WIOA or the regulations. If Subrecipient fails to perform in whole or in part, the terms of this agreement, fails to make sufficient progress so as to endanger performance, or fails to comply with the WIOA, or regulations, the WDB shall notify Subrecipient of such unsatisfactory performance, or of noncompliance status, in writing. Subrecipient has ten (10) working days in which to respond with a written plan acceptable to the WDB for correction of the deficiencies. If Subrecipient does not respond within the appointed time with appropriate plan, the WDB may serve a termination notice on Subrecipient which will become effective within thirty (30) days after receipt of notice. In the event of termination, the WDB shall be liable for payment only for services rendered prior to the effective date of the termination provided that such services are in accordance with the provisions of this agreement. The WDB reserves the right to terminate an agreement immediately without notice in cases of gross mismanagement by Subrecipient or where it appears that WIOA funds are endangered. The following shall be deducted from the amount due to Subrecipient under this clause:

- a. All unliquidated advance or other payments on account previously made to Subrecipient applicable to the termination portion of this agreement.
- b. Any claim which the WDB may have against Subrecipient in connection with this agreement.

If the termination hereunder is partial, prior to the settlement of the terminated portion of this agreement, Subrecipient may file with the WDB a request in writing for an equitable adjustment of the price or prices specified in the agreement relating to the continued portion.

The Subrecipient shall provide copies of all records pertaining to this agreement and its programs if so requested. Subrecipient shall return such records in the manner prescribed by the WDB. At all times Subrecipient shall preserve records relating to the agreement. Between the date of termination of the agreement and the date of return of such records, Subrecipient shall protect records from damage, loss or destruction.

2. Availability of Funds:

The WDB may terminate this agreement due to the lack of funds.

3. Termination for Convenience:

The performance of work under the agreement may be terminated, in whole, or from time to time, or in part by the WDB whenever they determine that such termination or suspension is in the best interest of the Workforce Development Area. Termination of work hereunder shall be affected by delivery to the Subrecipient, a Notice of Termination specifying the extent to which performance of work under the agreement is terminated and the date upon which such termination becomes effective. In no instance shall a termination for convenience be effective in less than ten (10) days after receipt of notice thereof.

After receipt of the Notice of Termination, the Subrecipient shall cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items.

In addition, the Subrecipient shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such canceled commitments, the Subrecipient agrees to:

- a. Settle all outstanding liabilities and all arising out of such cancellation of all such settlements; and
- b. Assign to the WDB in the matter, at the time and to the extent directed by the WDB, all of the rights, title, interest of the Subrecipient under the orders and agreements so terminated. The WDB shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such agreements.

Termination Procedures

Either party may request termination for convenience by providing the other with no less than thirty (30) calendar days written notice prior to the effective date of such termination.

Disputes and Court Action

Any dispute between the WDB and Subrecipient concerning the terms or provisions of this agreement which constitutes a question of fact and which is not disposed of by agreement shall be decided by the WDB who shall send a written copy of its decision to Subrecipient. The decision shall be final and conclusive unless, within thirty (30) days from the date of receipt of the written copy Subrecipient furnishes the WDB with a written appeal. The decision of the WDB concerning the appeal shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, arbitrary, capricious, so grossly erroneous as to imply bad faith, or it is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Subrecipient shall be afforded the opportunity to be heard and to offer evidence in support of its appeal.

Other Stipulations Governing this Agreement

- a. All powers not explicitly vested in Subrecipient by the terms of this agreement remain with the WDB.
- b. Employees of Subrecipient and clients in programs pursuant to this agreement shall not be considered Federal employees or, unless employed by an agency of the State of Arkansas, State employees.
- c. The U.S. Department of Labor, the Arkansas Workforce Development Board and the Southeast Arkansas Workforce Development Board are not parties to this agreement.
- d. The Subrecipient will render technical assistance as deemed appropriate by the WDB, in the areas of planning, program design, delivery, management, and in remedying deficiencies found during the monitoring of programs. WDB may make specific requests for technical assistance from the Subrecipient.

Prevention of Fraud & Abuse

Subrecipient shall establish, maintain, and utilize internal program management procedures for all activities funded in whole or in part under the agreement.

In addition to the requirements imposed elsewhere in this agreement, Subrecipient shall insure that sufficient, auditable, and otherwise adequate records are maintained which support the expenditure of all funds received through this agreement. Such records shall be sufficient to allow the United States Department of Labor, the Arkansas Workforce Development Board or its representative, and the WDB to audit and monitor Subrecipient.

Subrecipient shall establish and conduct its own monitoring and control system sufficient to ensure that no violation of the Act, or of WIOA regulations, or 18 USC 665 occurs. Furthermore, Subrecipient assures that corrective action will be taken based on findings of such systems. Failure to establish said system shall constitute non-compliance and shall be grounds for termination as outlined in this agreement.

Conflict of Interest

- a. Subrecipient assures that organization conflict of interest and/or appearance of conflict of interest shall not occur in awarding financial assistance and in the conduct of any procurement activities under this agreement.
- b. No employee of Subrecipient, no member of Subrecipient's Governing Board or Body, or any person exercising any function or responsibility in the review or approval of the implementation or carrying out of this agreement shall participate in any decision relating to the agreement which effects their personal pecuniary, subject to termination of this agreement.
- c. Subrecipient assures that no funds received under this agreement shall be paid to any individual, institution, or organization to conduct an evaluation of any program under this agreement if such individual, institution, or organization is associated with that program or is a consultant or technical advisor. Subrecipient further agrees that, in the performance of this agreement, no person having any such interest shall be employed. Subrecipient shall establish safeguards to prevent its staff members, or employees from using their positions for purposes that appear to be motivated by desire for private gain for themselves, or others, particularly those with whom they have family, business, or other ties.

Nepotism

- a. Subrecipient assures that it shall not employ in a staff position or emoll in any WIOA training or employment position any person, if any member of that person's immediate family is engaged in an administrative capacity by the WDB or by Subrecipient.
- b. For purposes of this section, "immediate family" means wife, husband, son, daughter, mother, father, grandparents, brother, sister, aunt, uncle, niece, nephew and step and in-law relationships of those enumerated herein.
- c. For purposes of this section, "person in an administrative capacity" means those persons who have any responsibility for the obtaining of and/or approval of any funds under WIOA, as well as any officials or staff persons who have influence or control over the administration of the program and/or who have selection, hiring, placement, emollment or supervisory responsibility within the program.

Kickbacks/Bribes

No officer, employee, or agent of Subrecipient shall solicit or accept gratuities, favors, or anything of monetary value from any actual or potential supplier, subject to termination of agreement.

Political Activity and Lobbying

- a. Subrecipient may not select, reject, or promote a participant based on that individual's political affiliation or beliefs. The selection or advancement of employees as a reward for political service or patronage that is partisan in nature, is discrimination based on political belief or affiliation, and is prohibited. There shall be no referrals or selection of clients based on political affiliation.
- b. Neither the program nor the funds provided therefore, nor clients, nor the personnel employed in the administration of the program, shall be in any way or to any extent, engaged in the conduct of political activities in contravention of 5 USC 15 known as the "Hatch Act", which applies to all WIOA funds.
- c. No funds provided under this agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State or local legislators.

Sectarian Activities

- a. No funds under this agreement may be used in support of any religious or anti-religious activity.
- b. No clients may be employed in the construction, operation or maintenance of such part of any facility that is used or will be used for sectarian instruction or as a place of religious worship.

Unionization/ Anti-Unionization Activities

- a. No funds under this agreement shall be used in any way to either promote or oppose unionization.
- b. No individual shall be required to join a union as a condition for enrollment in a program funded under this agreement.
- c. No participant may be placed or remain working in any position affected by labor disputes involving a work stoppage.

Criminal Provisions

Subrecipient shall be aware of and held accountable for compliance with the criminal provisions of 18 USC 665 as amended, subject to termination of agreement.

Maintenance of Effort

Subrecipient assures that no participant under this agreement shall be employed in any job opening when any other individual is on layoff from the same or any substantially equivalent job, or when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this agreement.

Hold Harmless

Subrecipient shall at all times hereafter during the term of this agreement indemnify and hold harmless the WDB, against any and all claims, losses, liabilities, or expenditures of any kind, including court cost and expenses, accruing or resulting from any suits or damages of any character resulting from injuries or damages sustained by any person or persons, firm or corporation, or property, by virtue of the performance of this agreement.

Bonding Requirements

Subrecipient shall ensure that every officer, director, agent, or employee authorized to act on its behalf in receiving or depositing funds into program accounts, or in issuing financial documents, checks, or other instruments of payment for program cost shall be bonded to provide protection against loss, in the amount of the highest reimbursement project for the agreement period.

Insurance

- a. The WDB assumes no liability with respect to bodily injury, illness, or any activities undertaken under the agreement, whether concerning persons or property in subrecipient's organization or a third party. Subrecipient shall insure or otherwise protect itself with respect to bodily injury, illness or any other damages or losses, or with respect to any claims arising out of any activities undertaken under this agreement.
- b. If motor vehicles are used in conducting activities under this agreement, Subrecipient shall ensure that it is protected by a policy of insurance covering bodily injury and property damage and that the WDB is held harmless against claims arising from the ownership, maintenance, or use of such vehicles.
- c. Subrecipient shall further ensure that all DOL and/or the WDB property held by Subrecipient, is protected from loss, damage, or destruction by any means. Subrecipient shall secure insurance through commercial insurance policy at rates to cover the value of such property or any loss thereto. The WDB retains the right to recover from Subrecipient any payments made to Subrecipient by an insurer as a result of any claim filed due to loss or damage to DOL or the WDB property. The WDB also retains the right to recover any such property regardless of receipt of payment to cover any loss or damage.

Compliance and Act Regulations

- a. Subrecipient shall comply with the requirements of the Workforce Development Act and with Regulations promulgated thereunder, and to the extent consistent with WIOA and these Regulations, ensure compliance with applicable collective bargaining agreements.
- b. Subrecipient shall operate its program to comply with terms of this agreement in such a manner as to prevent breach of the WIOA grant with the Arkansas Workforce Development Board and the US DOL to operate employment and training programs under the Act.
- c. Subrecipient shall comply with the requirements set forth by the WDB. Directives containing requirements, will be forwarded to Subrecipient.
- d. Subrecipient shall comply with OMB Circular A -133 and shall provide the WDB with a copy of Subrecipient's annual audit immediately after final acceptance. Failure to do so, within reasonable time frames shall constitute non-compliance, and shall be grounds for termination of this agreement as set forth in this agreement.
- e. As stipulated in the WIOA Regulations, this Agreement may be extended for three additional years, with the approval of the SEA WDB, solely with an approved budget extension.

Access to Documents

It is the responsibility of Subrecipient to obtain or to have access to copies of the Act, applicable Federal Regulations, and other Federal and State Laws, regulations, and documents referenced in this agreement.

Reporting Requirements

The Fiscal Agent for the WDA shall notify Subrecipient of all reports required as part of the terms of this agreement. All reports required by the Fiscal Agent and the WDB, both regular and special, shall be submitted to the Fiscal Agent for the WDB by Subrecipient in the format specified by the WDB with complete and accurate information as required, and at times established by the WDB.

Late and/or inaccurate reporting by Subrecipient shall constitute non-compliance with the terms of this agreement and shall be cause for the WDB to require corrective action as outlined in this agreement.

Assigning Interest

Subrecipient may not assign any interest in this agreement to any other entity.

Complaints

- a. Subrecipient shall establish a complaint procedure pursuant to WDB requirements. The purpose of this procedure shall be to hear complaints pertaining to violations of the Act, the Federal Regulations or this agreement. Subrecipient shall submit to the WDB its proposed complaint procedure for approval. Subrecipient may adopt complaint procedure of WDB if notice is given to the WDB of such adoption.
- b. Subrecipient shall provide each participant and shall make available to each applicant a written copy of the complaint procedure and shall retain in each participant's file a receipt signed by participant certifying that the complaint procedure has been received.
- c. Subrecipient shall provide each complainant with a written decision of Subrecipient's final determination of any complaint. Such notice shall include the procedure by which the complainant may appeal that determination or request for review by the WDB.
- d. With the exception of complaints alleging fraud or criminal activity, the filing of a complaint must be made within one (1) year of the alleged occurrence.
- e. Subrecipients, or clients in any of the Subrecipient's programs, employees of the Subrecipient, or other persons acting on Subrecipient's behalf shall not intimidate, threaten, coerce, discriminate or otherwise retaliate against any individual or organization because the individual or organization had filed a complaint, intends to file a complaint, or has instituted a proceeding under the Act, testified or is about to testify, assisted, or participated in any manner in an investigation, proceeding, or hearing under the Act.
- f. Whenever Subrecipient employs clients, Subrecipient shall establish and maintain a complaint procedure relating to the terms and conditions of employment.
- g. All administrative procedures established by Subrecipient, the WDB, Arkansas Workforce Development Board and United States Department of Labor must be exhausted before a complainant may assert a cause of action in a court of Law.

Drug Free Workplace

In accordance with a Department of Labor mandate the Subrecipient shall implement policies intended to ensure the maintenance of a drug free workplace for all WIOA employees and clients.

Fiscal Standards and Management

Fiscal Reporting and Method of Payment

- a. Subrecipient shall comply with ADWS directives and procedures for fiscal reporting and method of payment. Requests for funds for periods beyond the agreement ending date or in excess of the current agreement amount will not be honored.
- b. It is understood and agreed by the parties hereto that payments under this agreement are conditioned upon Subrecipient's full and satisfactory performance of its obligations under this agreement, as determined by the WDB.
- c. Subrecipient agrees to maintain records that will provide accurate, current, complete and separate disclosure of the status of the funds received under this agreement for each employment/training component by type of component. Subrecipient shall in these, and other respects, comply with applicable Federal Regulations establishing standards for financial management of programs

operated under Federal Grant-in-Aid, as if the Subrecipient were receiving the money directly from DOL, to the extent that such standards are applicable to Subrecipient as determined by the WDB.

Purchase and Maintenance of Property

Subrecipient shall adhere to all procedures for the maintenance and purchase of property as are specified by the US DOL as outlined in OMB circulars and federal procurement guidelines. In the event Subrecipient purchases equipment, title to such equipment rests solely with US DOL. Subrecipient shall submit, to the ADWS, an updated inventory listing of all property, including item serial number, WIOA tag number, and item cost, by June 30 of each year.

Audits and Inspections

At any time during normal business hours, and as often as deemed necessary, the WDB, Arkansas Workforce Development Board and DOL Employment and Training Administration, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, invoices, payrolls, time sheet, documents, papers and records of Subrecipient and Subrecipient's personnel which are directly pertinent to a specific grant program for the purpose of making audits, examinations, excerpts, or transcriptions. Audits must be conducted in accordance with applicable auditing standards set forth in the financial and compliance element of the provisions of OMB Circular A-133.

Standards for Audit of Governmental Organizations, Programs, Activities, and Function issued by the Comptroller General of the United States, and applicable State Audit provisions, Subrecipient will be held accountable for any audit exceptions incurred. In accordance with OMB Circular A-133, Subrecipient shall submit to the WDB a copy on Subrecipient's annual audit.

Uses of Federal Funds

Federal funds received as a result of this agreement may be expended only for purposes permitted under the provisions of the WDB agreement with the Arkansas Workforce Development Board.

Performance

Subrecipient agrees that performance satisfactory to the WDB is essential to the existence of this Agreement.

Subrecipient agrees that its performance of the duties outlined under this agreement will be within the limitations set forth in the Regulations.

Program Monitoring

Subrecipient shall establish, as part of its internal program management procedures, a monitoring system in order to ensure compliance with the Act and Regulations, the provisions of this agreement.

Copyrighted Material

The subrecipient shall hold the WDB and its officers harmless from liability of any nature or kind, including cost and expense for, or on account of, any copyrighted material used in the performance of the agreement. License or royalty fees for the use of a process or product must be paid to the holder of the copyright or its agent, by the subrecipient.

Any materials developed by the subrecipient or its employees as a result of and during the performance of this agreement and subsequently copyrighted shall remain the property of the WDB, the Arkansas Workforce Development Board and the US DOL. Further, any license or royalty for the use of any process or product developed by the subrecipient or its employees as a result of and during the performance of this agreement shall be held by the WDB, the Arkansas Workforce Development Board and the US DOL.

SEAEDD One Stop Operator Budget PY23, PY24, PY25

	PY23	PY24	PY25	
Salary	\$5,000.00	\$5,000.00	\$5,000.00	
<i>Release Time</i>	\$1,072.00	\$1,072.00	\$1,072.00	
<i>Fringe Benefits</i>	\$2,445.80	\$2,445.80	\$2,445.80	
Indirect Costs	\$3,071.52	\$3,071.52	\$3,071.52	
Travel	\$1,500.00	\$1,500.00	\$1,500.00	
Supplies	\$1,750.00	\$1,750.00	\$1,750.00	
Totals	\$14,839.32	\$14,839.32	\$14,839.32	\$44,517.96

Assurances and Certifications

As subrecipients of Federal funds, one-stop operators must follow the Uniform Guidance at 2 CFR part 200, including the contractual provisions in 2 CFR 200.326 and 2 CFR part 2900.

In performing its responsibilities under this award, the subrecipient hereby certifies and assures that it will fully comply with the following regulations and cost principles, including any subsequent amendments:

Uniform Administrative Requirements

- 2 CFR Part 200
- 2 CFR Part 2900

Cost Principles

- 2 CFR Part 2900
- 2 CFR Part 200 Subpart E 421-425

Other Requirements

- Single Audit Act - 2 CFR Part 200 Subpart E 504-521
- Lobbying Certification - 2 CFR Part 200 Subpart E 450
- Nondiscrimination and Equal Opportunity Act - WIOA Act, Section 188
- Veteran's Priority Provisions
- Drug Free Workplace Act
- Wagner-Peyser Act
- Jobs for Veterans Act
- Grant Award Document and Attachments

Resources:

TRAINING AND EMPLOYMENT GUIDANCE LETTER No. 16-16

One-Stop Operations Guidance for the American Job Center Network

https://wdr.doleta.gov/directives/attach/TEGL/TEGL_16-16_Acc.pdf

WIOA Law&: Regulations

<http://www.doleta.gov/wioa>

NONDISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the subrecipient assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Innovation and Opportunity Act of 2014 WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States 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 basis 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 Amendment of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

Title VII- Sexual Harassment, as defined in the Federal Guidelines (29 CFR CH XIV, Subsection 1604.11) Section 703 of Title VII of the Civil Rights Act of 1964, amended, and Arkansas Act 563 of 1985, which amends Subsection (8) of Section 1801 of Act 280 of 1975 in the Arkansas Criminal Code, is intolerable and unconscionable.

Title VII- Religious Discrimination of 1964, Section 1605.2 Reasonable Accommodation with undue hardship as required by Section 701 of Title VII of the Civil Rights Act of 1964.

The subrecipient also assures that it will comply with 20 CFR Part 37 and all other regulations implementing the law as listed above. This assurance applies to the subrecipient's operation of the WIOA Title I - financially assisted program or activity and to all agreements the subrecipient makes to carry out the WIOA Title I-financially assisted program or activity. The subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

The assurance is considered incorporated by operation of law in the grant, cooperative agreement, contract or other arrangement whereby Federal financial assistance under Title I of the WIOA is made available, whether or not it is physically incorporated in such document and whether or not there is a written agreement between the Department and the recipient, between the Department and the Governor, between the Governor and the recipient, or between subrecipients. The assurance also may be incorporated by reference in such grants, cooperative agreements, contract, or continuing state programs.

CERTIFICATION OF SIGNATORY AUTHORITY

I, Patrecia Hargrove, hereby certify and maintain that I am the duly authorized representative of Southeast Arkansas Economic Development District contracting for Workforce Innovation and Opportunity Act funds and, as such, have full authority to sign and enter into this subrecipient agreement with the Southeast Arkansas Workforce Development Board.

The subrecipient's signature below certifies full compliance with all terms and conditions as well as the above stated grant regulations and certifications, and that this document has not been altered.

The authority of the agency/entity named above to enter into this agreement is derived from the following source:

By-Laws: _____

Articles of Incorporation: _____

Other Source (Specify): ADWS- WIOA Authorization of Signature Form

Signature 

10/19/2023

Patrecia Hargrove

Executive Director

Typed Name

Title

Southeast Arkansas Economic Development District

Name of Organization

721 S. Walnut St./P.O. Box 6806, Pine Bluff, AR 71601

Address of Organization

870-536-1971

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