



Oklahoma Office of Workforce Development  
900 N. Portland Ave.  
Oklahoma City, OK 73107

**OKLAHOMA WORKFORCE DEVELOPMENT ISSUANCE #03-2018**

**TO:** Chief Local Elected Officials  
Workforce Development Board Chairs  
Workforce Development Board Staff  
Fiscal Agents  
WIOA Core Partner Program Directors

**FROM:** Erin E. Risley-Baird, Ph.D., Executive Director

**DATE:** January 31, 2018

**SUBJECT:** WIOA Roles and Responsibilities

**PURPOSE:** The Oklahoma Office of Workforce Development (OOWD), as the Governor’s chosen Workforce Innovation and Opportunity Act (WIOA) administrative entity, provides this issuance as guidance to communicate the roles and responsibilities of various entities created as a result of the Workforce Innovation and Opportunity Act.

**REFERENCES:**

- The Workforce Innovation and Opportunity Act (WIOA)
- 20 CFR § 675
- 20 CFR § 678
- 20 CFR § 679
- 20 CFR § 680
- 20 CFR § 681
- 20 CFR § 683
- TEGL 23-14
- OWDI 02-2015
- OWDI 06-2015
- OWDI 11-2017

<b>RESCISSIONS</b> OWDI #01-2012	<b>EXPIRATION DATE</b> Continuing
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**BACKGROUND:** All Oklahoma Works system 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.

**MESSAGE:** The roles and responsibilities discussed below are a description of the various governance, management, and programmatic entities and their roles within Oklahoma Works 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 Chief Local Elected Officials (CLEOs) and along with the CLEO 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 CLEO 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 CLEO conduct oversight of youth, adult, dislocated worker activities, and the entire One-Stop delivery system in the local area.

Oklahoma 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 a full 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 System and/or Oklahoma Works (One-Stop) Operator staff conducting **system operations**

activities. Full separation is defined as the LWDB and its staff being an entirely separate entity from the Title I provider and/or One Stop Operator staff – run by separate organizations.

Additionally, each LWDB must 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 CLEO and the Board Chair to ensure LWDB understands and fulfills its responsibilities outlined in 29 CFR Part 38, WIOA sections 107(d) and 188.

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
- 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.

### **Chief Local Elected Officials**

Chief Local 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. LEOs come together to create a LEO Consortium Agreement which among other delineation of duties establishes a CLEO for each local workforce development area.

WIOA and United States Department of Labor (USDOL) regulations make it clear that CLEOs 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 CLEOs.

### **Contract for Employer Services**

A contract for employer services is one in which an organization, private or nonprofit, serves as the employer and manages the responsibilities for the LWDB, as described in 20 CFR § 679.400(e).

Per 20 CFR. § 679.430, a written agreement is required between the LWDB and the organization that is the employer of LWDB staff that clearly specifies the roles and responsibilities of both entities. There must be a clear separation of the duties between board staff and fiscal agents, particularly in a contract for employer services. 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 (see section on Fiscal Agents).

Additionally, the written agreement must explain how the organization will carry out its responsibilities while demonstrating compliance with WIOA and relevant corresponding regulations.

Properly executed contracts for employer services must contain:

- Details of the services to be performed by the employer of Board staff, e.g. payroll, salary, insurance, benefits, travel, rent, supplies, fringe benefits, communications, and tax reporting, etc.
- A clause addressing fee for services. A “fee for service” clause is designed to address additional fees not contemplated by the original contract. Fee for service charges must be the actual costs to perform services and detailed in an itemized expense sheet. This is particularly important when parties agree to an “advance payment system” as it is a component of the necessary documentation that aids in fiscal monitoring.
- Selection of either an advance payment system or a reimbursement payment system.
  - **Advance payment system** requires all expenditure reports to be accompanied by a general ledger showing reimbursement of WIOA program costs.
  - **Reimbursement payment system** does not require submission of supporting documentation at the time of a cash request.
- Conflict of interest language to ensure those entrusted with public funds will not personally or professionally benefit from the award, administration, or expenditure of public funds.
- Procedures to file grievances and complaints of a non-criminal nature alleging WIOA Title I violations.
- A process for dispute resolution between the contracting parties. When the contracting parties have a dispute, the parties should attempt to resolve the issues through mutually satisfactory negotiations in lieu of litigation.

- The Equal Opportunity (EO) and Non-Discrimination statement and assurance.

### **Fiscal Agents**

Section 107 of WIOA states that the Chief Local Elected Official (CLEO) “may designate an entity to serve as a local grant sub-recipient for such funds or as a local fiscal agent.” This section also indicates that this entity “shall disburse such funds for workforce development 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 WIOA Board and the CLEO. Designation of a fiscal agent does not relieve the CLEO of liability of misuse of funds. If the CLEO designates a fiscal agent, the CLEO 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, particularly in a contract for employer services. 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 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 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. The WIOA fiscal agent is analogous to a banker. For example, while ensuring compliance with a variety of banking laws, a banker is not allowed to expend depositor’s funds based on his perception of what’s best or whether enough is being saved, etc. A fiscal agent operates the same way.

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.

A LWDB may determine that the grant recipient or designated fiscal agent “may provide directly some or all of the youth workforce investment activities (20 CFR §681.400 (a)).

### **Oklahoma Works (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 CLEO for the area, to enter into a memorandum of understanding (MOU) with One-Stop partners, competitively procure Oklahoma Works (One-Stop) Operators, and conduct operational oversight of the local one-stop delivery system. The Oklahoma Works 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 Oklahoma Works 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 CLEO appoints the various members of the LWDB, the majority of members represent business. 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 WIOA Boards and the CLEOs 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 CLEO, select One-Stop Operators with the agreement of the CLEO, 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 (MOUs) 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 CLEO 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 Workforce System Coordinator with the Oklahoma Office of Workforce Development, 900 N. Portland, Oklahoma City, Oklahoma 73107 within **45** days of the date of this policy.

This Oklahoma Workforce Development Issuance (OWDI) is to become a part of your permanent records and made available to appropriate staff and sub-recipients.

**INQUIRIES:** If you have any questions pertaining to this issuance, please contact the policy and program staff at the Oklahoma Office of Workforce Development. Contact information can be found at <https://oklahomaworks.gov/about/staff/>

**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:** Sample agreement between Local Elected Officials and Local Workforce Board

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

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

ROLES AND RESPONSIBILITIES

Local Elected Official (LEO)	CLEO/WIOA Board	WIOA Board
<p>1. Select a Chief Local Elected Official (CLEO) to represent them. Reference Section WIOA Sec. 107(c)(1)(B)(i)</p> <p style="text-align: center;"><b>CLEO</b></p> <p>1. 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, OWDI #02-2015 and OWDI # 06-2015</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 and monitoring of the One-Stop System, Youth Activities and Employment and Training Activities 20 CFR §679.370(i)(1); WIOA Sec. 107(d)(8)(A)(i)</p> <p>3. Selects One-Stop operators 20 CFR §679.370((I)(4) in accordance with 20 CFR. §§678.600 through 678.635; WIOA Sec. 107(d) (10) (A); WIOA Sec. 121(d)(2)(A)</p> <p>4. Develop budget for the purpose of carrying out the duties of the local board, subject to the approval of the CLEO. 20 CFR§679.370(o); WIOA Sec. 107(d)(12) (A)</p> <p>5. Negotiates and reaches agreement on local performance measures with the Governor 20 CFR §679.370(j); WIOA Sec. 108(b)(17)</p> <p>6. 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>7 Approves transferring up to and including 100 % of funds between WIOA Title I adult employment and training activities and dislocated 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>8. 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>9. 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 (I)(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>



## ROLES AND RESPONSIBILITIES (CONTINUED)

CLEO's Fiscal Agent	One-Stop Operator
<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 Circulars, Federal regulations and State policies. OWDI 11-2017; 20 CFR §679.420</li> <li>4. Prepare and administer contracts. OWDI 11-2017</li> <li>5. Respond to monitoring findings. OWDI 11-2017</li> <li>6. Maintain proper accounting records and adequate documentation in accordance with uniform administrative requirements. OWDI 11-2017</li> <li>7. Prepare financial reports. OWDI 11-2017</li> <li>8. Provide technical assistance to sub-recipients and/or contractors regarding fiscal issues. 20 CFR §679.420 (b)(6); OWDI 11-2017</li> <li>9. Procure contracts and/or obtaining written agreements. OWDI 11-2017</li> <li>10. Disburse funds for salaries, contracts, wages, and vouchers. OWDI 11-2017</li> <li>11. Conduct financial monitoring of service providers for compliance with uniform administrative requirements and cost allowability principles provided in applicable OMB Circulars. OWDI 11-2017</li> <li>12. Ensure independent audits of all contracted entities receiving over five-hundred thousand dollars (\$750,000.00) in DOL grant funds. OWDI 11-2017</li> <li>13. Ensure funds are being expended according to LWDB-developed and the CLEO-approved budget. OWDI 11-2017</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>

**AGREEMENT  
BETWEEN  
WORKFORCE DEVELOPMENT AREA LOCAL ELECTED OFFICIALS  
AND  
LOCAL WORKFORCE DEVELOPMENT BOARD**

This agreement entered into between the \_\_\_\_\_ Oklahoma Workforce Development Area Local Elected Officials, (hereinafter “LEO”) and the \_\_\_\_\_ Oklahoma Workforce Development Board (hereinafter “LWDB”) of the \_\_\_\_\_ Oklahoma Workforce Development area (hereinafter “Area”) consisting of \_\_\_\_\_ counties in Oklahoma is pursuant to the Workforce Innovation and Opportunity Act of 2014 (hereinafter “WIOA”) set forth in 29 U.S.C. § 3101, et. seq.

**ARTICLE I: PURPOSE OF AGREEMENT**

All parties to this agreement envision a workforce area that has thriving businesses, a workforce with the basic skills and education required for employment within the region. Specifically, the \_\_\_\_\_ Area envisions (insert mission and goals here). 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: LEO MEMBERSHIP**

The eligible LEOs are the three county commissioners from each of the following Oklahoma counties, and the mayors of each of the following Oklahoma cities/towns:

**ARTICLE III: CHIEF LOCAL ELECTED OFFICIAL**

For the purpose of fulfilling the \_\_\_\_\_ Oklahoma Workforce Development Area’s business, the Local Elected Officials, as defined in Article II, shall elect, by a majority of the LEO membership, a Chief Local Elected Official of the \_\_\_\_\_ Oklahoma Workforce Development Area.

**ARTICLE IV: CHIEF LOCAL ELECTED OFFICIAL ROLES/RESPONSIBILITIES**

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

- A. Calling regular and special meetings of the LEOs
- B. Chairing the meeting of the LEO

- C. Signing the Area's documents as approved by at least a majority of the LEOs
- D. Submitting the paperwork to the state for LWDB Certification
- E. Designate, the fiscal agent for the Area's WIOA funds. The Area's fiscal agent designee will be identified within a CLEO-Fiscal Agent Agreement.

**ARTICLE V: LEO ROLES/RESPONSIBILITIES**

The LEO roles/responsibilities shall include, but are not limited to the following:

- A. Select the Chief Local Elected Official
- B. Assume liability for the Area's WIOA funds

As grant recipient and Fiscal Agent, the CLEO accepts responsibility for the management, operations, and compliance with all laws and federal regulations related to the operation of the system described in this Agreement. The LEO agrees to accept liability of any kind, including cost and expenses for or on account of any litigation brought against the LEO and/or the Board for damages to any person or property by virtue of the LEO's performance of its fiscal responsibilities delegated under this Agreement.

The LEO shall secure public liability insurance on behalf of the members to the extent funds are available for that purpose, to insure against the risks of bodily injury, illness, or any other damages or losses or with respect to any claims arising out of any fiscal agent activity under WIOA. The LEO shall require the same of the One Stop Operator and all of its sub-recipients.

The parties to this Agreement concur that, in the event a liability results from a sub-contractual agreement with another party, all methods for pursuing collection of the disallowed costs will be exhausted prior to requesting assistance from the state for any debt collection.

- C. Appoint the LWDB members as outlined in Article VI of this agreement
- D. Approve the LWDB-developed WIOA budget
- E. Agree to the LWDB-selected Oklahoma Works (One-Stop) System Operator
- F. Other functions as outlined in Article VII: Joint LEO/LWDB Roles/Responsibilities

## **ARTICLE VI: LWDB MEMBERSHIP**

### **A. Composition**

The LWDB is appointed by the CLEO and WIOA requires the CLEO to establish by-laws, consistent with State policy for the LWDB membership. The by-laws shall at a minimum address the formal nomination and appointment process for board members and board chair, term limitations and how the term appointments will be staggered to ensure only a portion of memberships expire in a given year, the process to notify the CLEO of a LWDB member vacancy to ensure a prompt nominee, and a description of how the LWDB meets its requirements to conduct business in an open manner under the “sunshine provision” of WIOA.

The LWDB consists of at least a majority of business representatives in the local area, including representatives from employers in the region with key industry clusters or economic sectors, both critical and emerging, and an appropriate mix of small, medium and large firms adequately representing, to the extent possible, urban, suburban and rural interests. The chair of the LWDB must be selected from among the business representatives. The CLEO will require more nominations than there are business representative vacancies.

Every effort will be made to assure that the LWDB represents the overall demographic composition of the Area. Membership will include key community and economic development leaders/opinion leaders. All other representatives should be nominated before attempting to nominate business representatives. This will enable the LWDB to manage their size.

The LWDB includes at least two representatives of local educational entities; at least two representatives of labor organizations; at least one representative of community-based organizations; and at least one representative of economic and community development agencies. In addition, one representative from each of the following agencies will serve on the LWDB:

- Oklahoma Department of Human Services – designated by the Department of Human Services
- Oklahoma Employment Security Commission – designated by the Oklahoma Employment Security Commission
- WIOA Title I (Adult, Dislocated Worker, and Youth) – designated by the LEO
- Adult Basic Ed and Family Literacy Program – designated by the State Superintendent of Schools
- Post-Secondary Carl D. Perkins Vocational and Applied Technology Education Program – designated by the area Career Technology Centers and Community Colleges operating these programs

- Oklahoma Department of Vocational Rehabilitation Services – designated by the Department of Rehabilitation Services
- Community Service Block Grant (if that program is expending grant funds for employment and training activities)
- Title V Senior Community Services Employment Program
- Housing and Urban Development Programs (if these programs are expending grant funds for employment and training activities)
- Native American Programs– designated by the WIOA Title I National Program Operators
- Migrant and Seasonal Farm Worker Programs - designated by the WIOA Title I National Program Operators
- Job Corps - designated by the WIOA Title I National Program Operators
- Youth Opportunity Grants - designated by the WIOA Title I National Program Operators
- Veterans Workforce Investment Programs - designated by the WIOA Title I National Program Operators

Members of the LWDB are individuals with optimum policy-making authority within the organizations, agencies, or entities they represent.

#### B. Nomination Process

The LWDB Executive Director acting on behalf of the LEO contacts various entities in the local area for nominations/designations to appoint members and or fill vacancies. All nominations/ designations must be in writing on an official letterhead to the LEO from the appropriate group(s).

Business representatives are selected from among individuals nominated by local business organizations or trade associations and include owners of businesses, chief executives or operating officers of businesses, and other business executives with optimum policy-making or hiring authority. They represent businesses with employment opportunities that reflect the employment opportunities of the local area.

Regional or local educational agencies, institutions, or organizations representing such local educational entities including local school boards, entities providing vocational education, entities providing adult education and literacy activities, and post-secondary educational institutions nominate local educational representatives.

Labor representatives are selected from among individuals nominated by local labor federations, or where none exist, other representatives of employees.

Community Action Agencies will nominate the Community Services Block Grant representative. Local Housing Authorities will nominate the HUD Employment and Training representative. Nominations may be submitted by the State Title V Grantee as well as the National Grantee for the Title V Senior Community Services Employment Program.

Entities that represent more than one funding stream should not have more than one representative on the LWDB.

The official letter of nomination/designation from the agency, group or organization nominating the individual must be kept on file in the LWDB offices.

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

The following lists the joint roles/responsibilities of the CLEO 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 DW funds
- E. Set policy for WIOA activities and services within the local area and consistent with State policies
- F. Develop/execute an MOU with Oklahoma Works system partners relating to the operation of the one-stop delivery system
- G. Respond to monitoring findings
- H. Designate and supervise a Local Equal Opportunity Officer (CLEO & LWDB Chair)

#### **ARTICLE VIII: LWDB ROLES & RESPONSIBILITIES**

The roles/responsibilities of the LWDB include:

- A. Select the WIOA Youth, Adult and Dislocated eligible service providers
- B. Maintain the list of WIOA Adult and Dislocated Worker Eligible Training Providers

- C. Assist the Governor to develop the statewide workforce and labor market information system
- D. Coordinate WIOA activities with economic development strategies and develop employer linkages
- E. Promote private sector involvement in the statewide workforce investment system
- F. Promote business representation on the LWDB
- G. Develop and implement strategies that meet employers and workers employment and skill needs
- H. Lead efforts to develop and implement career pathways with representatives of secondary and postsecondary education programs
- I. Use technology to leverage resources and capacity within the local workforce development system
- J. Assess, at a minimum, annually, the physical and programmatic accessibility of all Oklahoma Works centers in the local workforce development area, per 29 CFR Part 38.

**ARTICLE IX: OKLAHOMA WORKS (ONE-STOP) SYSTEM OPERATOR**

The LWDB and LEO have selected \_\_\_\_\_ as the WIOA One Stop system 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) Circulars, 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 LEOs, 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 LEOs shall not participate in financial matters before their respective bodies that pertain to organizations which they represent.

A CLEO 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 LEO consortium 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 CLEO 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 CLEO 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 LEOs, 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, attested by the Secretary, and when signed by the Chief Local Elected Official. This agreement shall continue until modified or terminated by a majority vote of both the LWDB and CLEO. This



agreement will be reviewed by both the LWDB and CLEO prior to the beginning of each program year on July 1<sup>st</sup>.

**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.

**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 LWDB and CLEO of the Area. The agreement is effective when signed and dated by the LWDB Chair and designated Chief Local Elected Official. This agreement will remain in effect until it is modified or terminated by a majority of both the LWDB and LEOs.

\_\_\_\_\_ Oklahoma LWDB  
Official

\_\_\_\_\_ Oklahoma Chief Elected

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Typed Name

Chair \_\_\_\_\_  
Title

\_\_\_\_\_ Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

This Agreement is entered into by the Workforce Development Board (LWDB) of \_\_\_\_\_ Oklahoma and \_\_\_\_\_ (\_\_\_\_\_), the designated Fiscal Agent in the \_\_\_\_\_ Oklahoma Workforce Development Area (Area) consisting of \_\_\_\_\_ counties in Oklahoma, 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 LWDB and \_\_\_\_\_, 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 CLEO. 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 CLEO. 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 Oklahoma Local Elected Officials (LEOs).
- Approving the transfer of funds between WIOA adult and DW 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
  - Oklahoma Works (One-Stop Operator/s) with the approval of the LEOs;
  - 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;
- responding to monitoring findings;
- 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 WFD system.

LWDB responsibilities for *system development* include:

- building and transforming the One-Stop/WFD System by establishing and communicating the One-Stop system “vision”, chartering and evaluating the Oklahoma Works (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**

\_\_\_\_\_, as the fiscal agent, cooperates with and assists the LEOs 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 state reserve WIOA, other federal funds allocated to the local workforce area, and grants and Agreements. The fiscal agent is generally responsible for the receipt, disbursement, accounting and reporting of WIOA and all other grant funds for the LEO during the period.

The fiscal agent duties and responsibilities are performed for the direct benefit of the CLEOs 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 CLEO-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 CLEO 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;
- 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 CLEOs and LWDB, the fiscal agent prepares and disseminates financial reports on a monthly 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 LEOs, LWDB, the LWDB Finance Committee 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 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 LEO and LWDB as long as those directives do not violate any provision of WIOA or OMB Circulars or Federal Acquisition Regulations (FAR).

The fiscal agent, its employees, or its sub-contractors, 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 LEOs and for the faithful performance of its employees, including employee theft.

**C. MUTUAL ROLES**

The LWDB will work in partnership with \_\_\_\_\_ 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 ----- 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 \_\_\_\_\_ 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) Circulars, 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 \_\_\_\_\_ as the fiscal agent. The agreement is effective when signed and dated by the LWDB Chair and the authorized signatory of the fiscal agent.

**Workforce Development Board:**

**Fiscal Agent:**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Typed Name

Chair  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



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

This Agreement is entered into by the Local Elected Officials (LEOs) of \_\_\_\_\_ Oklahoma Workforce Development Area and \_\_\_\_\_ (\_\_\_\_\_). The LEOs designated \_\_\_\_\_ as the Grant Recipient/Fiscal Agent to act on their behalf in the \_\_\_\_\_ Workforce Development Area (Area) consisting of, \_\_\_\_\_ counties in Oklahoma, pursuant to the Workforce Innovation and Opportunity Act of 2014 (hereinafter “WIOA”) set forth in 29 U.S.C. § 3101, et. seq.

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

The purpose of this Agreement is for LEOs 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.

**G. DELEGATION OF LEO AUTHORITY AND RESPONSIBILITIES**

1. The LEOs delegate to \_\_\_\_\_ 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. \_\_\_\_\_ agrees to accept on behalf of the LEOs all grant funds associated with Title I of WIOA. This responsibility also includes funds available under (\*\*\*\*include here any other funds such as TAA, Vets, WIOA Discretionary funds, WIOA National Emergency grants, etc. [IF ANY] that the Fiscal Agent will be responsible for on behalf of the LEOs)
3. \_\_\_\_\_ agrees to disburse WIOA funds for allowable Workforce Innovation and Opportunity Activities on behalf of the LEOs. As required by law, these disbursements will occur at the direction of the \_\_\_\_\_ Workforce Development Board provided that the purpose for the disbursement is allowable, authorized and documented.
4. The LEOs agree to reimburse \_\_\_\_\_ for necessary and reasonable administrative costs for performing the duties of grant recipient/fiscal agent as reflected in an operating budget which \_\_\_\_\_ shall submit to LEOs annually for approval.
5. \_\_\_\_\_ 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. \_\_\_\_\_ also acknowledges that interest earned on funds received under WIOA Title I must also be included in program income.

## **H. ADMINISTRATIVE AND PROCEDURAL EXPECTATIONS**

1. The LEOs expect \_\_\_\_\_ to comply with Federal and State law, regulation and policy established for WIOA programs.
2. The LEOs expect \_\_\_\_\_ to comply with relevant circulars of the Office of Management and Budget. These include but are not limited to:
  - a. The uniform administrative requirements of OMB Circular A-110, including the standards for financial management systems.
  - b. Cost principles as defined in OMB Circular A-21.
3. The LEOs expect \_\_\_\_\_ to identify and acquire an accounting system that will meet all the fund accounting and reporting requirements for WIOA grant programs.
4. The LEOs expect \_\_\_\_\_ 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 LEOs expect \_\_\_\_\_ to establish and manage an appropriate system for the award and administration of grants and contracts, including monitoring of grants and contracts.
6. The LEOs expect \_\_\_\_\_ to enter into written grant agreements or contracts only as needed and when clear goals and obligations are established.
7. The LEOs expect \_\_\_\_\_ 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 LEOs expect \_\_\_\_\_ 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 LEOs expect \_\_\_\_\_ 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 LEOs expect \_\_\_\_\_ 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.

## **I. REPORTING EXPECTATIONS**

1. The LEOs expect \_\_\_\_\_ to provide the following information monthly:
  - a. Reports and other documents that summarize the current financial conditions of all WIOA grants awarded to the \_\_\_\_\_ Oklahoma Workforce Development Area, including income, expenditures, fund balances, comparison to approved budget and other financial metrics the LEOs 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 LEOs retain ultimate responsibility.
2. The LEOs expect \_\_\_\_\_ to meet with the LEO Consortium on a regular basis to review reports and address LEO questions or concerns. These meetings shall be held not less frequently than bi-monthly.

#### **J. SEPARATION OF DUTIES**

The LEOs also expect \_\_\_\_\_ 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.

#### **LEO EXPECTATIONS ABOUT LIABILITY**

1. The LEOs will hold \_\_\_\_\_ accountable for all expenditures or costs that violate WIOA requirements. This includes disallowed costs resulting from \_\_\_\_\_'s failure to apply or properly interpret WIOA requirements, negligence, \_\_\_\_\_'s failure to follow accepted standards of financial management or other failure to safeguard WIOA funds on behalf of the LEOs. LEOs 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 LEOs.
2. In the event costs are disallowed, the LEOs will seek reimbursement from \_\_\_\_\_ for all disallowed costs and expect \_\_\_\_\_ to repay these costs with non-Federal sources of funds. The LEOs understand that \_\_\_\_\_ may seek reimbursement from the service provider or other contractors for whom costs were disallowed. \_\_\_\_\_ shall assure that any such reimbursed costs will be paid from non-Federal sources of funds.

#### **K. 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 \_\_\_\_\_ in its role as grant recipient and fiscal agent.
2. The LEOs expect to work in partnership with \_\_\_\_\_ 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.

#### **L. 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) Circulars, 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.

#### **M. 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 Chief Local Elected Official, the LEOs of the local workforce development area, and \_\_\_\_\_ as the Fiscal Agent. The agreement is effective when signed and dated by the Chief Local Elected Official, the Local Elected Officials and the authorized signatory of the fiscal agent. It continues from year to year until it is modified or either the LEOs (by a majority vote) or \_\_\_\_\_ initiates steps to terminate it. If either the LEOs or \_\_\_\_\_ plan to terminate this Agreement, a minimum of 60 days notice shall be given to the other as to this intent.

**Chief Elected Official:**

\_\_\_\_\_

**Fiscal Agent:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Signature

Signature

\_\_\_\_\_

\_\_\_\_\_

Typed Name

Typed Name

\_\_\_\_\_

\_\_\_\_\_

Title

Title

\_\_\_\_\_

\_\_\_\_\_

Date

Date

**Local Elected Officials:**

\_\_\_\_\_

Commissioner

\_\_\_\_\_

Commissioner

\_\_\_\_\_

Commissioner

\_\_\_\_\_

Commissioner