

NORTH CENTRAL ARKANSAS LOCAL WORKFORCE DEVELOPMENT BOARD SUBRECIPIENT AGREEMENT

| 1. SUBRECIPIENT NAME AND ADDRESS White River Planning and Development District, Inc. Physical: 4441 Harrison Street Batesville, AR 72501 Mailing: P.O. Box 2396 Batesville, AR 72501 | | 2. UEI NUMBER: GJU1BLKX9FJ8 | 3. Employer Identification # (EIN): 71-0398870 | | | | | | |
|---|-------------------------------------|--|--|------------------|---------------------|---------------|----------|----------|----------|
| | | 4. FEDERAL AWARD IDENTIFICATION # (FAIN)/CFDA #/NAME: <div style="border: 1px solid black; padding: 5px; text-align: center;">AA-36308-22-55-A-5</div> | | | | | | | |
| | | 5. FEDERAL AWARD DATE: 07/01/2023 | | | | | | | |
| 6. SUBRECIPIENT AWARD NUMBER: WIOA-PY23-OSO | 7. START DATE: 07/01/2023 | TO | END DATE: 06/30/2024 | | | | | | |
| 8. FUNDING <input type="checkbox"/> INITIAL <input checked="" type="checkbox"/> MODIFICATION | | 9. TOTAL FEDERAL AWARD | | | | | | | |
| | | 10. FEDERAL FUNDS OBLIGATED TO SUBGRANTEE: \$55,000 | | | | | | | |
| | | 11. INDIRECT COST RATE: 25.02% | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">PREVIOUS FUNDING</th> <th style="width: 33%;">FUNDING THIS ACTION</th> <th style="width: 33%;">FUNDING TOTAL</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">\$45,000</td> <td style="text-align: center;">\$55,000</td> <td style="text-align: center;">\$55,000</td> </tr> </tbody> </table> | | | | PREVIOUS FUNDING | FUNDING THIS ACTION | FUNDING TOTAL | \$45,000 | \$55,000 | \$55,000 |
| PREVIOUS FUNDING | FUNDING THIS ACTION | FUNDING TOTAL | | | | | | | |
| \$45,000 | \$55,000 | \$55,000 | | | | | | | |

12. BRIEF PROJECT DESCRIPTION:
 Under the approval and authorization of the North Central Arkansas Local Workforce Development Board, White River Planning and Development District will perform the functions of a One-Stop Operator in compliance with Title I, Subtitles A and B of the Workforce Innovation and Opportunity Act.

13. SPECIAL CONDITIONS:

| SUBRECIPIENT APPROVAL | AWARDING AGENCY APPROVAL |
|--|---|
| TYPED NAME AND TITLE OF AUTHORIZED OFFICIAL Janet Smith, Executive Director of White River Planning and Development District, Inc. (WRPDD) | TYPED NAME AND TITLE OF APPROVING OFFICIAL Gayle Cooper, Chairman of the North Central Local Workforce Development Board (LWDB) |
| SIGNATURE OF AUTHORIZED OFFICIAL: | SIGNATURE OF APPROVING OFFICIAL: |
| DATE: 11/15/2023 | DATE: 11/15/2023 |

**NORTH CENTRAL ARKANSAS LOCAL WORKFORCE DEVELOPMENT
BOARD SUBRECIPIENT AGREEMENT**

| | | | | |
|-----------------------------------|---|------------|----------------|------------|
| SUBRECIPIENT ORGANIZATION: | WHITE RIVER PLANNING AND DEVELOPMENT DISTRICT, INC. | | | |
| SUBRECIPIENT AWARD NUMBER: | PERIOD OF PERFORMANCE: | 07/01/2023 | THROUGH | 06/30/2024 |
| WIOA-PY23-OSO | FUNDING AMOUNT: | \$55,000 | | |

SPECIAL CONDITIONS: Continued

Subrecipient (Recipient) must read and acknowledge the following special conditions by initialing where indicated:

1. LWDB has the authority and responsibility to administer and monitor federal funds awarded to recipient pursuant to federal and state law, including but not limited to, the provisions of 2 United States Code of Federal Regulations (CFR) 200. Recipient understands that it is required to familiarize itself with, and comply with, all requirements set out in 2 CFR 200. JS

2. Failure to comply with Federal Statutes, regulations or the terms and conditions of this subgrant will subject Recipient to possible sanctions as set out in 2 CFR 200.339 and/or 29 United States Code Section -USCS §3244. JS

3. Recipient must have the ability to repay any disallowed costs identified by WRPDD, ADWS or Department of Labor Monitors pursuant to applicable federal and state law, including but not limited to 2 CFR 200.338 thru 342, 2 CFR 220.345, and 29 USCS §3244(d). JS

4. Any disallowed costs must be repaid by the Recipient from an alternative appropriate funding source "indicated in this agreement as ATTACHMENT D". (See 29 USCS §3244(d)(1); 2 CFR 200.410). JS

5. Upon request by any state or federal authority charged with monitoring or enforcing laws and regulations relating to the expenditure of grant money awarded to Recipient through this subgrant, Recipient shall provide detailed documentation in support of all expenditures from grant funds. (See 2 CFR 200.334 through 337 and 2 CFR 403). JS

6. Recipient will comply with the Record Retention and Access to Records provisions as set out by federal and state law; those provisions include, but are not limited to, 2 CFR 200.333 through 200.337. JS

7. Recipient will abide by the provisions for allowability of costs including, but not limited to, those requirements found in 2 CFR 200.403 and 2 CFR 200.420 through 476. JS

8. Recipient may not obligate grant funds without an agreement, either in the form of a contract or a subgrant agreement, after following proper procurement processes. (See 2 CFR 200.331 and 2 CFR 200.317 through 327) (See also 2 CFR 200.331 to distinguish between subrecipient and contractor). _____

SPECIAL CONDITIONS: Continued

9. Recipient has read and understands Subgrant Agreement Notice of Cancellation Clause. JS

10. Recipient will monitor any subgrant recipient during the first six months of grant activities and continuously thereafter pursuant to the requirements of 2 CFR 200.332(d). JS

11. Recipient will comply with 2 CFR 200 Subpart E, Cost Principles. JS

12. Recipient has read, understands, and agrees to the Terms and Conditions included in this agreement as ATTACHMENT C. JS

13. Recipient acknowledges and agrees to monthly reporting to LWDB as required. JS

14. Recipient is responsible for reviewing and complying with all ADWS Issuances regarding WIOA grant expenditures, program activities, audits, and other issues regarding grant compliance. The recipient is also responsible for requesting technical training if it does not understand the requirements. Issuance URL is <https://dws.arkansas.gov/workforce-innovation/wioa-plans-annual-reports-and-more-information/> JS

15. Per 2 CFR 200.414(f): Any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in appendix VII to this part, paragraph D.1.b, may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. No documentation is required to justify the 10% de minimis indirect cost rate. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

Non-Federal entities, without an approved ICR or CAP, and not choosing the 10% de minimis rate; cannot charge indirect costs to this grant until this has been resolved. An election of the 10% or an approved ICR or CAP letter will be accepted. Indirect costs may then be adjusted based on the effective date of the newly approved rate. JS

SUBGRANT AGREEMENT NOTICE OF CANCELLATION CLAUSE:

Grantor, LWDB, has the authority under 2 CFR 200.340 to an immediate notice of cancellation if a Recipient fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, and the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions

The Recipient initials here to indicate that it has read and understands this clause. JS

**NORTH CENTRAL ARKANSAS LOCAL WORKFORCE DEVELOPMENT
BOARD SUBRECIPIENT AGREEMENT
DETAILED PROJECT DESCRIPTION & BUDGET NARRATIVE**

SUBRECIPIENT ORGANIZATION:

WHITE RIVER PLANNING AND DEVELOPMENT DISTRICT, INC.

SUBRECIPIENT AWARD NUMBER:

WIOA-PY23-OSO

PERIOD OF PERFORMANCE:

07/01/2023

THROUGH

06/30/2024

Program Staffing (FTEs) and Titles
0.09 One-Stop Manager

Planned Activities

For purposes of Subtitles A and B of Title I of the Workforce Innovation and Opportunity Act, WRPDD will perform the functions of a One-Stop-Operator, including coordinating service delivery of participating One-Stop partners and service providers performing workforce investment activities, through state-wide and local workforce development systems, that increase the employment, retention and earnings of participants, and increase attainment of recognized post-secondary credentials by participants, and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skill requirements of employers, and enhance the productivity and competitiveness of the Nation, the State, the region and the local workforce development area.

Budget Narrative

Salaries - compensation for the One-Stop Manager not to exceed the federal allowable hourly rate.

Estimated hours for the contract is 120 hours per month.

Fringe Benefits - statutory taxes (FICA and Medicare) related to Salaries.

Travel - mileage with related gas, parking, and other allowable travel cost as needed in accordance with federal per diem rates.

Other Program Related Expenses - incidental costs for signage/displays and other small items necessary to launch system initiatives.

Indirect Costs - costs associated with payroll, accounting, auditing, insurance are included in the 25.02% ICR rate applied to each request for funds.

ATTACHMENT B.

NORTH CENTRAL LOCAL WORKFORCE DEVELOPMENT BOARD MODIFICATION TO CONTRACT

Subrecipient Organization: White River Planning and Development District, Inc.

Subgrant Number: WIOA-PY23-OSO

Program Year: 2023

Modification Number: 1

I. TERMS AND CONDITIONS OF MODIFICATION:

- a. The one stop operator contract between the North Central Local Workforce Development Board and the White River Planning and Development District, Inc. which was executed on *October 1, 2021* is hereby amended by mutual agreement as follows:
 - i. The term of this contract is extended for an additional year and the end of the contract is changed from *June 30, 2023* to *June 30, 2024*. This contract extension was based on funding availability and satisfactory performance.
 - ii. The total maximum payable under this contract as modified is increased by *\$10,000* from the former amount of *\$45,000* to a new amount of *\$55,000*. The new budget will be as follows:

| | | | |
|---------------------|--|-----|--------------------|
| Staff Time | 120 hours per month | 28% | \$15,843.29 |
| Fringe | Fringe on part-time employees | 22% | \$12,195.64 |
| Indirect | Based on Approved Cost Allocation Plan | 15% | \$8,237.76 |
| Allocations | WIOA allocations based on all Direct Charged staff time | 31% | \$16,991.32 |
| Travel | 600 miles per month | 3% | \$1,531.99 |
| Supplies | Laptop, printer, prepaid phone, paper, folders, labels, envelopes, postage, printing materials, and any other misc. items needed | <1% | \$200.00 |
| Total Budget | | | \$55,000.00 |

**continues on page 2*

iii. The performance measures in Attachment A. will be modified to reflect the new dates/quarters and to remove "contacts to community based organizations" since "develop new partnerships" will remain and both categories fall under the same genre.

| Projected cumulative levels | End 9/30/2023 | End 12/31/2023 | End 3/31/2024 | End 6/30/2024 |
|--|------------------|-------------------|------------------|------------------|
| Conduct Partner Meetings | 1 | 2 | 3 | 4 |
| Customer Service Surveys | 10 | 20 | 30 | 40 |
| Develop New Partnerships | 3 | 6 | 9 | 12 |
| New Efficiencies in the centers | 1 | 2 | 3 | 4 |
| Maintain Effective Relationships with Partners | x | x | x | x |
| Improve Business Service Offerings | x | x | x | x |

**Performance measures will be evaluated by the one-stop committee at the end of each quarter to determine if each measure has been met.*

All other terms and conditions not changed by this modification remain in full force and effect.

In witness hereof, the parties have affixed their signatures on the day, month and year written below.



 Chairman Gayle Cooper, North Central Local Workforce Development Board

 6/14/2023
 Date



 Executive Director Janet Smith, White River Planning and Development District, Inc.

 6-14-2023
 Date