Western Arkansas Workforce Development Board Meeting Agenda

Community Center, 23 E Main St. Paris AR, 72855 September 20, 2022 1:00 PM

<u>Invitees:</u> Greg Aleshire, Tom Bonkofsky, Dana Byrum, John Craig, Cathy Creekmore, Melissa Curry, Brandon Fisher, Debbie Faubus-Kendrick, Rachel Mize, Zach Sloan, Krystal Thrailkill, Erick Wiggins, Dwayne Young

Call to order

- I. Attendance
- II. Approval of minutes from 6/13/22 meeting sent for review via email
- III. Committee reports
 - One Stop Committee report OSO agreement changes sent for review via email
 - Youth Committee report
- IV. WIOA Delivery System quarterly report update
 - One-stop operator sent via email
 - Title I program report sent via email
- V. New Business
 - PY19 monitoring Final resolution update sent for review via email
 - Workforce/Economic Development Training
 - Disability Committee meeting will be held virtually September 26th meeting information is on the Westernarkansasworks.com site on events calendar
- VI. Adjournment

Rachel will offer a tour at the Stark Manufacturing facility in Paris after the meeting adjourns. Stark is only 5 minutes from the board meeting site.

Western Arkansas Workforce Development Meeting September 20, 2022 – 1:00 PM 2-3 # E Main St., Paris, AR

Please sign in:

Trease sign in.	
(gas les)	Aleshire, Greg /
200	Bonkofsky, Tom
Teena f Squer	Byrum, Dana /
Sall	Craig, John 🗸
Chechmore	Creekmore, Cathy /
Melssa Lin	Curry, Melissa /
Liplio Zulus Andrick	Faubus-Kendrick, Debbie
Toy Wil Proxy	Fisher, Brandon
Faell Mig	Mize, Rachel /
1.245	Sloan, Zach
Herackell	Thrailkill, Krystal /
Wines Main	Young, Dwayne 🗸
Ellen - Proxy	Wiggins, Erick
	,

Western Arkansas Workforce Development Meeting September 20, 2022 – 1:00 PM 73 34 E Main St., Paris, AR

11 10	
Piper McCutchen	McCutchen, Shirley - OSO
	Grist, Sasha
Der	Williamson, Dennis
	Oliver, Angie
With Rem	Ross, Ashlie
MANNA	Garris, Ashley
	Blown, CAND
	Britishy Down
	January D
V.A.: SI	(Justin 1 1 Color)
Katriyna Stengel	Kaltinestlage
8	

Western Arkansas Workforce Development Board

Proxy

Date: 9/19/22	
Due to a conflict in my schedule, I authorize as my p	9/20/22
Isaac Hedinger	(meeting date)
(representative name)	
of Bekaert Corporation	
(company)	
at the Western Arkansas Workforce Development B	oard meeting.
☑ My proxy represents our organization or group be optimum policymaking or hiring authority within the	
Print Name: Erick Wiggins	
ERick Wiggins Signature:	-

Western Arkansas Workforce Development Board

Proxy

Date: 9-12-20	022	
	ict in my schedule, I authorize as my p	roxy on 9/20/22
Tony W	/ilson	(meeting date)
(repre	sentative name)	
of Arkansa	as Valley Electric	
(comp		
at the Wester	n Arkansas Workforce Development B	oard meeting.
	epresents our organization or group b cymaking or hiring authority within th	eing represented and is an individual with e organization represented.
Print Name:	Brandon Fisher	
Signature:	Brandon K. Fisher	

Western Arkansas Workforce Development Board Minutes

ARS office, 400 Rogers Ave, Suite C, Fort Smith, AR 6/13/22

Cathy Creekmore called the meeting to order.

Board members in attendance: Tom Bonkofsky, Dana Byrum, Cathy Creekmore, Brandon Fisher, Debbie Faubus-Kendrick, Rachel Mize, Zach Sloan proxy Kathy Fulks, Erick Wiggins proxy Ben Barlow

Other attendees: Shirley McCutchen, Angie Oliver, Ashlie Ross, Ashley Garris, Dennis Williamson

Cathy stated the minutes of the March 13, 2022, meeting were sent to you electronically. She asked for additions or corrections to the minutes? There were no corrections to the minutes, and she stated they are approved as distributed.

Cathy shared information about the NAWB conference in Washington DC. She spoke about the passion and engagement she was able to see among partners to promote workforce. She noted customer service, maximizing opportunity for clients, and childcare were major topics as well as collaboration between agencies. She stated there was a good presentation on centers being aesthetically pleasing for customers to be more welcoming including assistive signage and cross training of staff to make sure clients received the fullest benefit. It was good conference. Dennis did add on the discussion on WIOA reauthorization at the conference on changes being suggested by congress.

Dennis reported on the NAWDP conference for Greg and talked about a highlight being discussion topics on selfcare during the challenges of today to able to be our best when assisting clients and their challenges. Discussed some case management tools that were highlighted at the conference that the service provider will pilot this year to hopefully provide a better basis for services and review of individuals as they start their journey in the WIOA system. Reignited the need to connect with partner agencies and to make sure we are working to align our services to best meet client needs. Angie reinforced the discussions that were centered around staff care and the need for them to be able to address their concerns and needs so they can better focus on client's needs.

Youth Committee report was provided by Dennis for Stacy. He shared with the board that the youth committee had worked on the Career Connect job fairs at high schools this year. He noted that the youth committee and partners that worked on the career fairs take notes from the fairs and will continue to fine tune these as it expands to more high schools in the future. Also shared with the board the TANF pre-apprenticeship program being led by Nanci. He shared that the applications for the new year are being processed and she is continuing to work to expand this project into more schools. Also gave highlights on changes adapted from initial offering in the spring to different class schedules and the intent to expand into justice involved.

WIOA Delivery System quarterly report updates were sent to the board and Cathy asked if anyone had questions on the one-stop operator report or the Title I report. There were no questions.

Cathy said the budgets for next cycle were sent to you and asked for a motion to approve the budgets. Dana made the motion to approve the budget as presented and Rachel was a second. Cathy asked if there is any discussion and there was none. She asked for a vote to approve the motion and it passed unanimously.

Cathy stated the new MOU and IFA were sent for review and asked for a motion to approve the MOU and IFA. Debbie made a motion to approve them, and Kathy Fulks was a second. Cathy asked for discussion, Tom asked for an explanation of the expenditure clause. Dennis stated that this was part of the DWS recommended template for the IFA and is there to allow partners to discuss any purchases for the center before anyone would have to pay a portion. It requires all partners agree to such purchases have a benefit to them and that they agree to pay their portion before it could be added to the IFA and cost to all center partners. Any such additions to the IFA would need to be then submitted to the board for final approval. There were She asked for a vote and the board approved the motion unanimously.

Dennis provided an update on ACT Work Ready and NCRC within the region. He shared Crawford County was provided an extension to continue work to certify. He told the board that Scott and Franklin County are now in the program. Scott County has already certified and will be recognized at the Summit this year. He talked on the need to continue to discuss the value to companies and job seekers and that they can help to promote this program. Debbie talked about the work going on in Crawford County with the Adult Education center on providing the training and testing of NCRC with several local companies there and that they agree there is a value. Rachel and Tom talked on the challenge of getting more local companies to take advantage of this training. Dennis mentioned reaching out to ACT to help in some of this training. Dennis did provide a brief of the business outreach work in Scott County using ACT work keys as an introduction to tools the delivery system can provide.

Cathy announced that by unanimous vote the board Chair for this year is Rachel Mize and Vice Chair is John Craig.

Debbie let the board know about welding training classed started at Douglas and Stephens Welding in Van Buren and that there is excitement around the program as they talk with local companies.

Cathy asked for a motion to adjourn. Tom made a motion to adjourn, and Dana seconded. Cathy called the meeting adjourned.

One-Stop Committee meeting minutes Virtual meeting on 8/31/22 @ 10:00 am

John called the meeting to order.

Committee members in attendance were John Craig, Dana Byrum, Vanessa Caldwell, and Justin Smith. Staff in attendance were Dennis Williamson and Ashlie Ross.

- John asked if the members had reviewed the one-stop operator budget change request. He gave his input that due to increasing cost of personnel and that the operator had reduced other line items that would keep the total cost as agreed in the new OSO contract that this request was reasonable. Justin spoke to acknowledge his agreement. John asked the committee for any other input there was none. He asked for their agreement to present the change request to the full board for approval and the committee agreed unanimously.
- John called for any other business and there wasn't any, so he adjourned the meeting.

John Craig John Craig (Sep 8, 2022 15:29 CDT)	
John Craig (Sep 8, 2022 15:29 CDT)	9/8/2022
John Craig, Committee Chair	Date

From: Lauren Lewis <\aLewis@eckerd.org>
Sont: Monday August 22 2022 10:50 AM

Sent: Monday, August 22, 2022 10:50 AM

To: Dennis Williamson

Cc: Troy Roland; Jonathan Zeigler
Subject: Budget Modification - Eckerd

Attachments: 1351 - Western Arkansas OSO Customer Forms FY23.xlsx

Follow Up Flag: Follow up Flag Status: Flagged

Good Morning,

We have compiled the attached budget modification request to better adjust individual line items to what we expect costs to be based on our current year cost allocation plan. Please let me know if this can be approved.

Thanks,

Lauren Lewis

Senior Director, Finance WFD Accounting



ECKERD CONNECTS | Accounting

2226 Sarno Road, Suite 107 | Melbourne, FL 32935

C: (386) 793-6476

E: lalewis@eckerd.org



The information and any attachments contained in this message is confidential and intended only for the named recipient's use. If you have received this message from Eckerd Connects, or any of our affiliates, in error, you are prohibited from copying, distributing or using the information. Please contact the sender immediately by return email and delete the original message. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

	Odle Management	Johney	-				
Progra	Program Budget July 1 2022 - Jun	2022 -	June 30 2023			10	
	Proposed	H	Current			Total	Current
Personnel Costs			NAME OF TAXABLE PARTY.		Section Section		
Salaries	\$ 30,533	533 \$	26,832	32 \$	3,701	%06'69	Salary 12 months @ \$3726.67 x .60% \$ 26,832.00 - Changing to include Troy Time to support (not in indirect)
Benefits	\$ 4,3	4,300 \$	4,025	\$ 52	275	9.85%	Fringe Total wages x 15% \$ 4,025.00
Subtotal Personnel Costs	\$ 34,8	34,833 \$	30,857	57 \$	3,976	79.75%	
Operations Activities	Supplied to the supplied to th				Section (Section)	Sections	
Space/Rent	\$	-		L		0.00%	
Building Maintenance/Cleaning	ss.	-				%00.0	
Telephone/Internet	ss					%00.0	
Conference	\$	-			10000	%00.0	
Insurance			1		480	1.10%	Per Cost Allocation plan, must be included
Staff Training				- 1	1	2.75%	Staff training \$ 1,200.00
Travel/Mileage	\$ 2,1	2,101 \$	4,160	\$ 00	(2,059)	4.81%	Travel 680 miles monthly x 12 months \$ 4,160.00 - actual costs are lower
Duplicating/Printing	\$			69	•	%00.0	
Advertisement/Outreach	\$	•		69	1	%00.0	
Instructional Supplies	s	-		69		%00.0	
Publications	s	1	The second secon	69	•	0.00%	
Office Supplies	3,1	1,000 \$	1,200	\$ 00	(200)	2.29%	Supplies Projected \$100.00 x 12 months \$ 1200.00 - lowered based on actual trends
Equipment Purchases (under \$5,000)	49	-		69	-	%00.0	
Equipment Rental/Maintenance/Support	S	-		69	1	%00.0	
Professional Fees / Audit	45	•		49	1	%00.0	
Professional Memberships/Subscriptions	s	•		69	'	%00.0	
Other Operating Expenses:	S	1		69	1	%00.0	
Staff Background Screen	8	30		\$	30	0.07%	Annual rescreening cost to be included
Postage	S	1		89		0.00%	
Cell Phone	S)	\$ 006		\$ 006	640	2.06%	Telecom Projected \$75.00 x 12 months \$ 900.00
Utilities	s	-				0.00%	
Software License Fees	55	H				0.00%	
Subtotal Operating Costs	\$ 5,711	11 \$	7,460	\$ 0	(1,749)	13.08%	
Participant Costs/Activities		The same	H STATE STA				
Mark Danger	6	Γ				78000	T
WORK EXPERIENCE	-	+		1		2000	_
Clear Verification (Equified)		1 1		1		2000	
Sunnortive Services	67	1		-		0.00%	
Participant Incentives	67	•		L		0.00%	
Vocational Training & Credentialing	s	H		Ц		0.00%	
				-			
Subtotal Participant Costs	8	+		-		0.00%	
Indirect Cost:	Charles and	m la		11.			
	3,134	% %	2,962	2 3	1/2	7.18%	DOL established Indirect cost rate 7.73% \$ 2962.00
Profit:	THE PROPERTY OF THE	1	0.00		1004 07		
		-	2,400	2	(2,400)		Incentive for performance 5600.00 per quarter 5 2,400.00 - removed, Eckera is nonprorit
GRAND TOTAL (GT)	43,679	200	43,679				

This One-Stop Operator Agreement (Agreement) made effective the first day of January 2020, and modified to be executed July 1, 2022 between the Western Arkansas Workforce Development Board (WAWDB) and Odle Management Group, LLC (ODLE) who agrees to fill the role of One-Stop Operator.

I. Purpose

The purpose of this Agreement is to specify the roles and responsibilities of the One-Stop Operator as they relate to implementing, managing, and operating the One-Stop delivery system in the Western Arkansas Workforce Development Area (WAWDA) under the Workforce Innovation and Opportunity Act (WIOA). The One-Stop Operator was selected through a competitive process by the WAWDB and agreed upon by the Local Chief Elected Official(s).

II. One-Stop Center Commitments

The One-Stop Operator will ensure that each comprehensive One-Stop Center and affiliate site operates in a manner that supports the operational policies and procedures of the Arkansas Workforce Development Board and of the Workforce Innovation and Opportunity Act of 2014 One-Stop required partnerships. The organizations operating at, or in association with the One-Stop Center, comprehensive or affiliate, sign a Memorandum of Understanding (MOU) outlining their commitments. The MOU, at a minimum, includes:

- 1. A description of services to be provided through the One-Stop delivery system including the way the services will be coordinated and delivered through the system.
- 2. Agreement on funding the costs of the service and operating costs of the system, including:
 - a. Funding of infrastructure costs of One-Stop Centers; and,
 - b. Funding of the shared services and operating costs of the One-Stop delivery system.
- 3. Methods for referring individuals between the One-Stop Operator and partners for appropriate services and activities.
- 4. Methods to ensure that the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop delivery system.
- 5. The duration of the MOU and procedures for amending it.
- 6. Assurances that each MOU will be reviewed annually, and if substantial changes have occurred, renewed, to ensure appropriate funding and delivery of services.

The MOU, infrastructure and resource sharing agreement for each required partner organization, further defines the operational commitments.

III. One-Stop Operator Role and Function

The One-Stop Operator will coordinate the service delivery of core and required one-stop partners and other partners working with the One-Stop Centers. This includes managing partner responsibilities in the comprehensive One-Stop Centers as defined in the MOU.

The MOU serves the key purpose of defining partner roles and focuses, in part, on the shaping of the local workforce system. This includes the sharing of resources, referral agreements, etc. In the end, the overall goal is to ensure efficiency within the Western Arkansas workforce delivery system.

WIOA was signed into law on July 22, 2014 and went into effect July 1, 2015. WIOA supersedes the Workforce Investment Act of 1998, and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973.

WIOA has two tiers of partners: Core Program Partners and Required Partners.

The Core Program Partners who are required to collaborate and participate in the One-Stop System include: WIOA Adult, Dislocated Workers, Youth; Wagner-Peyser labor exchange; Adult Education and Literacy; and, Vocational Rehabilitation. Core Program Partners are in the common performance measures pool and must work closely together to achieve success.

Required Program Partners must participate in the MOU process and provide coordinated services with the comprehensive One-Stop Centers. Required Program Partners include the four Core Program Partners as well as: Career and Technical Education, Title V Older Americans, Job Corps, Native American Programs, Migrant Seasonal Farmworkers, Veterans, YouthBuild, Trade Act, Community Services Block Grant, HUD, Unemployment Compensation, Second Chance, and TANF. In the event any of the required partners do not have funding in the WAWDA, their participation is waived.

Providing businesses with the skilled workforce they need to compete in the global, regional, and local economies is central to Arkansas's vision in implementing the Federal Act. Arkansas's workforce system provides a talent pipeline through the establishment of partnerships between State and local entities, businesses, economic development, education, and community stakeholders. To ensure that the workforce system efficiently meets the needs of both the businesses and the jobseekers that it serves, Arkansas's workforce agencies have jointly developed the State's workforce plan with the intent that this vision is carried out in each of the local workforce development areas through their One-Stop Centers.

The One-Stop Operator has been chosen to facilitate the operation of the Western Arkansas workforce delivery system. This includes coordinating the delivery of services of

Updated agreement February 23, 2022

one-stop partners and service providers, convening one-stop partner meetings on a regular basis including, at a minimum, all core partners and advising the Administrative Entity and WAWDB on partner operational challenges and successes.

In support of the MOU the One-Stop Operator responsibilities will also include:

- Coordinating seamless delivery and availability of services by workforce partners throughout the WAWDA including physical and electronic sites.
- Ensuring the MOU and Infrastructure agreements are implemented and updated.
- Managing hours of operation at the one-stop centers.
- Insuring customer flow, customer service, initial assessment, resource room usage, tracking, and referral processes are carried out as agreed upon in the MOU while working with system partners to eliminate or minimize duplication of services.
- Developing staff, cross-partner and program training where applicable and within reason
- Confirming one-stop partners adhere to the MOU and reporting procedures.
- Support and recommend continuous improvement responsive to customer needs and satisfaction assessment.
- Communicating WAWDB policies, procedures and strategic objectives to all partners to ensure they are followed.
- Preparation for WAWDB quality reviews and compliance with the one-stop certification criteria at all one-stop centers.
- Ensuring common performance measures are communicated, tracked and met.
- Reporting to the WAWDB on delivery system activities and outcomes.
- Identifying, researching and reporting any ADA or WIOA compliance discrepancies at the one-stop centers to the WAWDB.
- Recruiting additional partners to participate in delivery system and supportive services.
- Working in concert with the region's business outreach team on improving connections with local businesses to workforce services.
- Collaborating with partners in promoting workforce delivery system programs to local community-based organizations.
- Communicating job fairs, workshops and other special projects to partners and regional stakeholders to ensure maximum participation and positive outcomes.

The One-Stop Operator will make available a written and verbal report on work accomplished and challenges encountered on a quarterly basis to the WAWDB along with an update on the budget versus expenditures for this Agreement. In addition, the One-Stop Operator will gather data for the WAWDB from the partners on a quarterly basis including: common measure information; tracking incoming clients; resource room usage; program specific referrals and co-enrollments as outlined in the MOU. The One-Stop Operator will be the point of contact regarding issues pertaining to customer

complaints that are substantive to the required partners operating in the comprehensive and affiliate One-Stop Centers.

IV. Term of Agreement

This One-Stop Operator Agreement commenced on January 1, 2020 and remains in full force and effect until June 30, 2023 or until the WAWDB withdraws their agreement. This Agreement is a renewal extended to the final option year of the WAWDB, of the two (2) additional periods of twelve (12) months each upon the same terms and conditions as set forth in this Agreement. This Agreement will be available to all One-Stop Partners at its inception and at any time that it is changed or amended.

V. Budget

For the period of July 1, 2022 through June 30, 2023, the One-Stop Operator budget shall not exceed \$50,000.00 on an annual basis. Subsequent years may be adjusted upon review and approval by the WAWDB. Budget changes in subsequent years must be included through a modification of this Agreement.

Detailed Annual Cost

Budget item	Amount basis	Cost	S
Salary	12 months @ \$3726.67 x .60%	\$	26,832.00
Fringe	Total wages x 15%	\$	4,025.00
Staff training		\$	1,200.00
Travel	680 miles monthly x 12 months	\$	4,160.00
Supplies	Projected \$100.00 x 12 months	\$	1200.00
Telecom	Projected \$75.00 x 12 months	\$	900.00
Program management support			
staff	DOL established Indirect cost rate 7.73%	\$	2962.00
Incentive for performance	\$600.00 per quarter	\$	2,400.00
Total proposed	Annual contract amount	\$	43,679.00

VI. Compensation and Fee Guarantee

- A. Cost charged to this contract must be reasonable and necessary to carry out the required One-Stop Operator process. The cost must be allowable and allocable to the proper grants and cost categories.
- B. All duties of the One-Stop Operator as followed by ODLE are programmatic, and therefore have no administrative costs. ODLE will not perform purchasing, leasing or other similar activities.
- C. ODLE shall submit to the administrative entity a monthly itemized invoice for services rendered during the prior month prepared in such form and supported by such documents as the administrative entity may reasonably require. The administrative entity will pay the proper amounts due within the next State pay cycle after receipt of the invoice and any other required documentation.

- D. In the event of an objection to any or all of the invoice the administrative entity will notify in writing (letter or electronic) ODLE in an expedient manner.
- E. This contract includes a provision for performance incentive. Attachment A illustrates the quarterly measures to meet for compensation. These measures will be evaluated by the One-Stop Committee at the close of each quarter to determine if they are met. To qualify for the incentive the One-Stop Operator must meet all performance measures outlined in Attachment A. This will be verified by the administrative entity.
- F. The compensation for this Agreement was negotiated in reliance on cost data supplied by ODLE. The WAWDB can adjust the compensation by excluding any significant sum that the price was increased due to cost data submitted in the original proposal submitted by ODLE was not accurate, complete or current.

VII. Funding

- A. The One-Stop Operator is a subrecipient of Federal funds and must follow the Uniform Guidance at 2 CFR 200, including the contractual provisions in 2 CFR 200.326 and 2 CFR 2900.
- B. For-profit entities shall comply with all Federal regulations and procurement policies, relating to the calculation and use of profits including 2 CFR 200.323.
- C. The WAWDA is generally funded by WIOA, other Federal and State grant funds. The Arkansas One-Stop Workforce centers are funded primarily by resource sharing agreements with infrastructure of said centers supported through the infrastructure agreement.
- D. This Agreement is subject to the One-Stop Operator's compliance with all terms and conditions required by the funding sources, applicable laws, rules and regulations.
- E. This Agreement is contingent on the availability of funds, primarily WIOA Formula funds. This Agreement may be terminated, at the sole discretion of the WAWDB with ten (10) days written notice, in the event funding is discontinued or significantly reduced.
- F. Funds received by the One-Stop Operator related to this Agreement that are not expended during the term of this Agreement cannot be automatically carried over and expended in a subsequent year if the Agreement is extended beyond the original Agreement period. Carry-over of any funds is an item that must be negotiated with the WAWDB or designated staff. If the expenditure of those funds in a subsequent year is not allowed, those funds will be de-obligated.
- G. The One-Stop Operator agrees that any costs that are already allocated to other sources may not be included in the cost of the Agreement or submitted to the administrative entity for payment in connection to this Agreement. The One-Stop Operator must inform the WAWDB if the One-Stop Operator applies for or receives funds that affect the cost or performance of work under this Agreement and how the One-Stop Operator intends to allocate those funds. The One-Stop Operator agrees to comply with 20 CFR 680.230 in the coordination of WIOA training funds with other grant sources.

VIII. Compliance and Performance

Pursuant to performing the services required under WIOA and this Agreement, the One-Stop Operator shall assign qualified personnel and perform such services in accordance with the standards, skills, diligence, and quality control/quality assurance measures expected of the profession when performing these services. The One-Stop Operator is hereby notified that the WAWDB will rely upon the accuracy, competence, and completeness of the One-Stop Operator's services. Further, the One-Stop Operator shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, as may be amended throughout the term of this Agreement, including but not limited to WIOA.

All parties of this Agreement agree to abide by all Federal, State, and local laws and regulations regarding confidential information including Personally Identifiable Information (PII) such as but not limited to 20 CFR 603, 45 CFR 205.50, 20 USC 1232 g, 34 CFR 99 and 361.28. In carrying out the respective responsibilities each party shall respect and abide by the confidentiality policies and legal requirements of the other party. "Confidential Information" means all material and information, written or oral, received by the parties herein developed, produced, or obtained in connection with the performance of services under this Agreement. Confidential information shall include, but not limited to, samples, substances, and other materials, conversations, correspondence, records, notes, reports, plans, drawings, specifications and other documents in draft or final form, including documentation or data relating to results of any investigation, testing, sampling in laboratory or other analysis, and all conclusions, interpretations, recommendations and/or comments relating thereto. Each party of this Agreement will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this Agreement and will comply with applicable law.

The One-Stop Operator shall establish internal controls to ensure its practices, and the operation of the WAWDA workforce delivery system, including physical centers, are in accordance with all applicable laws, regulations, procedures, and this Agreement. Further ODLE, its separate member entities, collective officers, board members, and employees must as the One-Stop Operator in WAWDA disclose any actual or potential conflicts of interest arising from the relationships of the One-Stop Operator with particular training service providers or other service providers including, but not limited to, career services providers.

The One-Stop Operator represents that it is fully certified, pursuant to the extent required by law, experienced and properly qualified to perform the services provided in this Agreement. The One-Stop Operator commits it is properly permitted, equipped, organized and financed to perform these services.

Updated agreement

The One-Stop Operator will maintain all applicable insurance including, but not limited to, commercial general liability insurance in an amount not less than one million (\$1,000,000) dollars, motor vehicle insurance, workman compensation insurance, professional liability insurance (if applicable), and any other insurance or bonding required by law. Upon request, the One-Stop Operator shall provide the administrative entity, at the request of the WAWDB, proof of the existence of insurance.

IX. Assignment

The One-Stop Operator shall not assign any of its rights, interests or obligations or subcontract any of the services to be performed under this Agreement, without prior written consent of the WAWDB. Any such subcontract, assignment, transfer, conveyance or other disposition without prior written consent shall be void and any services provided as such will not be compensated. Any subcontract or assignment properly consented to by the WAWDB shall be subject to all of the terms and conditions of this Agreement.

Failure of the One-Stop Operator to obtain required consent to any assignment, shall be grounds for termination with cause, at the discretion of the WAWDB and if so terminated, the WAWDB shall be relieved and discharged of further liability and obligation to the One-Stop Operator, its assignees or transferees and all compensation that may be due under this Agreement shall be forfeited to the WAWDA except as may be necessary to pay the One-Stop Operator's employees for past services.

X. Indemnification

The One-Stop Operator is liable for its, its employees, agents, volunteers, subcontractors, or representatives' actions in connection with this Agreement. The One-Stop Operator agrees to indemnify and hold harmless USDOL, the State of Arkansas, Local elected officials, the WAWDB, officers, representatives, staff and agents of these entities against and from any claims, including any negligent act or omission, misuse of funds, audit exceptions, demands, costs, expenses, damages, liability, judgement, fines, penalties of any nature including reasonable attorney fees in defense of the WAWDB arising from this Agreement. The One-Stop Operator will obtain an errors and omission policy that further indemnifies the WAWDB, local elected officials and their agents from any disallowed costs from all sources of funding. The One-Stop Operator is solely responsible for any deductible payments required of such insurance.

XI. Publicity

Prior written approval from the WAWDB is required before the One-Stop Operator, its officers, partners, employees, agents, contractors, assignees, or other representatives may, at any time, during or after completion or termination of this Agreement, make any statement to the media or issue material for publication bearing on the services performed or data collected in connection with this Agreement.

XII. Dispute Resolution

WIOA One-Stop partners, at times, may have a disagreement about some matter with a One-Stop Operator that falls outside the scope of the MOU and that they are unable to resolve. In this case, they can document the issue and efforts they have made to resolve it and submit the documentation to the administrative entity to present to the WAWDB Executive Committee who will issue a written recommendation for resolving the issue within thirty (30) days. In the event the recommendation from the Executive Committee does not resolve the dispute, the documentation of the issue and the efforts made to resolve it will be referred to the Arkansas State Workforce Development Board to resolve the issue on behalf of the Governor or to the Governor.

During any such event the parties shall continue perform the duties of this Agreement unless directed the WAWDB, agents of the State of Arkansas, or USDOL, the situation requires an emergency suspension, or the parties mutually agree to suspend this Agreement.

Any legal action brought in relation to this Agreement will be brought before the Arkansas County District or U.S. District court for the appropriate district of Arkansas.

XIII. Amendment

This Agreement may be amended at any time by written, signed consent of the parties. Amendments shall be mandatory if, and as, directed by any Federal or State requirements.

XIV. Severability

Should any part of the Agreement be invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; the remainder of this Agreement shall remain in full force and effect.

XV. Records and Monitoring

The One-Stop Operator will maintain all relevant financial, statistical, and supporting documentation pertinent to this agreement. The One-Stop Operator must preserve these records and documentation make them available to the USDOL, Arkansas Division of Workforce Services, the WAWDB, Grantors or any of their authorized representatives and their agents for a period of five (5) years after the date of final closeout of this Agreement or as required by law. In the event of an audit or monitoring finding, all records will be kept by the One-Stop Operator until the audit is resolved. If the One-Stop Operator is unable to retain the required documentation for the period specified, the One-Stop Operator will transfer the records to the WAWDB or designated agent. Access to records related to funding and operation of the One-Stop operation must be made available and cooperate with the aforementioned entities after reasonable notification, at any time during normal business hours, and as often as deemed necessary. These records are to be maintained in an orderly, organized and readily available format. Denying access to

Updated agreement

documents, files, and related information as requested will be sufficient cause for immediate termination of this agreement.

The One-Stop Operator will allow the WAWDB, Arkansas Division of Workforce Services, USDOL, any if their authorized representatives, or others with statutory audit rights to audit or monitor the One-Stop Operator's records related to this Agreement. Records must be made available as long as this Agreement is in force plus five (5) years after the final payment date of this Agreement. Audit and monitoring reviews will be conducted after reasonable advance notice at any time during normal business hours and as often as the WAWDB or authorized parties deem necessary. Auditors and monitors are authorized to examine and make excerpts and transcripts from any of the One-Stop Operator's records or documents pertinent to the terms of this Agreement. Interviews by agents of the aforementioned entities may require interviews of the One-Stop Operator's staff during review processes. Once received or available to the WAWDB results will be provided to the One-Stop Operator following all audits and monitoring if not directly reported to the One-Stop Operator. If an audit or monitoring report results in a determination that the One-Stop Operator has expended funds on disallowed costs, the One-Stop Operator will reimburse the WAWDA in full for all such costs. The full amount of all disallowed cost must be repaid within thirty (30) days from the receipt of the request for payment unless other terms are consented in writing by the WAWDB.

The WAWDB policy on local monitoring governs monitoring conducted by the WAWDB staff.

Findings related to the One-Stop Operator's performance under this Agreement will be addressed in accordance to the WAWDB policy on local monitoring. The WAWDB or staff will provide technical assistance to the One-Stop Operator in correcting deficiencies noted in monitoring or audits of the One-Stop Operator's records or practices. The WAWDB will conduct follow-up visits to review deficiencies and assess efforts made to correct them. If noted deficiencies persist the WAWDB may terminate this Agreement.

All governmental and non-profit organizations must follow the audit requirements of OMB Uniform Guidance. Commercial organizations that are subrecipients under WIOA title I and expend more than the minimum level (\$750,000) specified in OMB Uniform Guidance must have either an organization wide audit conducted in accordance with OMB Uniform Guidance or a program specific financial and compliance audit.

XVI. Termination

Either party may terminate this Agreement for any reason by providing written notice to the other party thirty (30) days prior to the effective date of termination.

<u>Termination for Cause</u>: The WAWDB may terminate the Agreement, if after following the provisions set forth in this Agreement, it determines that the One-Stop Operator has

Updated agreement

failed in the performance of the covenants and obligations of the Agreement. The WAWDB shall notify the One-Stop Operator in writing of the termination and reasons for the termination, together with the effective date.

<u>Termination for Convenience</u>: Either party may, without cause, at any time during the term of this Agreement, terminate this Agreement by giving a written notice of its intention to terminate the Agreement upon a specific date. If the party giving the termination notice does not withdraw the notice in writing, this Agreement shall terminate on the date specified upon expiration of a thirty (30) day period from the date of the letter.

XVII. Notices

Notices or payment required or permitted under this Agreement shall be given either by personal delivery, mail, or email. Notice shall be considered received: if by personal delivery, actual receipt; if by mail, upon deposit with the United States Postal Service; if by email, upon sending.

Notice or payment shall be delivered to the following party and address:

- The WAWDB
 Dennis Williamson
 1109 S 16th St, Fort Smith, AR 72901
 <u>dwilliamson@wapdd.org</u>
 479-785-2651
- Odle Management Group, LLC
 Tony Van Slyke
 9937 E Bell Rd, Scottsdale, AZ 85260
 <u>tvanslyke@eckerd.org</u>
 480-922-1027

The authorized recipient and/or address may be changed upon proper notice given to the other party under the terms of this provision.

XVIII. Authority

Updated agreement

The undersigned are authorized to execute this Agreement on behalf of the parties. The undersigned entities bind themselves to the performance of this Agreement. It is understood that this Agreement shall not become effective until executed by both Parties involved.

Cathy Creekmore	Date	Tony Van Slyke	Date
Board Chair		Manager	
WAWDB		ODLE/Eckerd	

Attachment A

Period of performance – July 1, 2021 through the end of contract terms

Quarterly Performance expectations with measures evaluated at the end of each quarter by the one-stop committee to determine if each measure has been met as specified in section VI.E.

Quarterly performance measures	Expected performance outcomes
Conduct partner meetings throughout the region	1
Number of customer service surveys	30
Contacts to Community Based Organizations	3
Develop new partnerships	2
New efficiencies in workforce center	1
Maintain effective relationships with partners	X
Improve business service offerings	X

Updated agreement

Youth Committee minutes Virtual meeting 9/19/22 @ 2:00 pm

Cathy called the meeting to order. Followed by roll call by name. Attending committee members were Cathy Creekmore, Elizabeth Cameron, Glenna Stovall, Jennifer Turner, and Rachel Mize also in attendance was Dennis Williamson.

- Dennis gave a brief on the upcoming ACT Summit and noted Scott County will be recognized as a certified community at the conference. He also gave the status of Crawford County at 82% and Franklin County at 80% completion to certify.
- Cathy asked for input on when to start talking with schools to get Career Connect job
 fairs scheduled. Jennifer suggested starting to reach out to the schools again in
 November and December, so they have time for the planning process and execution in
 the spring. Jennifer also said that Alma and Mountainburg schools have been asking
 about it. We will plan visits to the schools during this time to get more on board.
- Dennis explained the WIOA spending requirements on in-school vs Out of school for the committee. The in-school budget can get depleted quickly because of the limits but stated the program staff is open to ideas of where to find out of school youth because they are hard to locate.
- Cathy asked for input on connecting to out of school youth. Rachel asked the age of this population and Dennis stated youth are identified as ages 16 to 24 including veterans. The program staff is interested in any contacts and can assist OSY with training, and support services like transportation and childcare. Dennis was asked to send out the youth flyer to the board members and to ask for help getting the word out.
- Cathy said we would like to add another youth connected program representative to
 participate on our youth committee. Rachel said she has reached out to the Paris Boys &
 Girls Club director and Dennis said the same on the Scott County Boys & Girls club.
 Neither has responded yet. Cathy asked the group to pass on any contacts you believe to
 be a good fit.

Cathy asked if there is any other business and said since there is none state the meeting
 is adjourned.

Cathy Creekmore, Committee Chair

Date

From:

ACT Work Ready Communities <noreply@workreadycommunities.org>

Sent:

Wednesday, September 14, 2022 11:38 AM

To:

Dennis Williamson

Subject:

ACT Work Ready Communities Monthly Progress Report







The ACT Work Ready Communities website data has been updated through August 2022.

Scott County Progress Toward Goals



ocott oodinty i rogress roward oodi

View Scott County Dashboard.

Current status: Certified

Workforce	Goal	Actual	
Emerging:	39	51	1
Current:	67	81	1
Transitioning:	64	81	1
Employers:	7	11	1
Total:	177	224	

Scott County Progress

Time Elapsed: 3 months
Time Remaining: 17 months
Percent of Goals Attained: 100



Pace



If you are not the Work Ready Communities point-of-contact for Scott County, please contact jasen.jones@act.org.

From:

ACT Work Ready Communities <noreply@workreadycommunities.org>

Sent:

Wednesday, September 14, 2022 11:38 AM

To:

Dennis Williamson

Subject:

ACT Work Ready Communities Monthly Progress Report







The ACT Work Ready Communities website data has been updated through August 2022.

Crawford County Progress Toward Goals



Current status: Active

View Crawford County Dashboard.

Workforce	Goal	Actual	
Emerging:	265	125	
Current:	283	284	1
Transitioning:	514	458	
Employers:	53	72	1
Total:	1115	939	

Crawford County Progress

Pace

Time Elapsed: 42 months
Time Remaining: 12 months
Percent of Goals Attained: 82





If you are not the Work Ready Communities point-of-contact for Crawford County, please contact iasen.jones@act.org.

From: ACT Work Ready Communities <noreply@workreadycommunities.org>

Sent: Wednesday, September 14, 2022 11:38 AM

To: Dennis Williamson

Subject: ACT Work Ready Communities Monthly Progress Report



The ACT Work Ready Communities website data has been updated through August 2022.

Franklin County Progress Toward Goals



Current status: Active

View Franklin County Dashboard.

Workforce	Goal	Actual	
Emerging:	78	62	
Current:	27	23	
Transitioning:	70	54	
Employers:	14	21	1
Total:	189	160	

Franklin County Progress

Time Elapsed: 5 months
Time Remaining: 19 months

Percent of Goals Attained: 80

0% 25% 50% **75**%

Pace

If you are not the Work Ready Communities point-of-contact for Franklin County, please contact jasen.jones@act.org.

Board Report One-Stop-Operator September 2022

Partner Meetings

6/14 Core 4 Meeting-Fort Smith

8/23 Partner Meeting-Mena

Partner Involvement Trainings-Resource Meeting

6/27 -7/11-7/25- Presentations at Workforce Center by Partners to "Get Real" clients-and at Fort Smith Adult Education.

8/8 Partner presentation meeting for Hope Campus and other agencies at Workforce Center

Job Fairs at Workforce Center

7/09 Resource Fair at Workforce Center

8/08 Job Fair at Workforce Center

Presentation of Partner – Workforce Services

6/15 Restore Hope

Community Involvement

- 6/21 Chamber Breakfast-Fort Smith
- 7/19 Chamber Breakfast-Fort Smith
- 6/27 Set-up Mobile Unit at Hope Campus with Partner participation
- 8/23 Visit with Mena Chamber

Trainings

- 6/21 IFTA Phone training session
- 8/15 Referral-Survey method training for Adult Education Crawford County

This quarter has been busy with several job fairs and training sessions. I have also been trying to get stronger connections in Mena and feel like I have had made some progress with getting partner service information out to into this community. I am continuing on this project and look forward to making some even better strides now that COVID has hopefully subsided. I have been derailed on several occasions because the threat of COVID keeps resurfacing in our communities.

I keep a Facebook page going and the number of followers has gradually been increasing. This is where I post as much partner information as I can and keep followers up-to-date on what is going on with partner services. I have watched the page steadily grown, and have had several people message me with questions about service provider contacts.

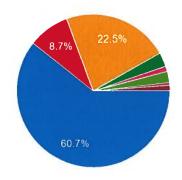
Referrals- referral between partners is going well. As of today, September 12th, we have had 173 referrals between partners. I continue to educate partners and their staff about the importance of referrals between partners and feel satisfied that we have come a long way on recording our referrals since the day I started. In August of 2022 we had a total of 35 referrals made between partners. This is the biggest number of referrals that I have seen since I started recording referrals.

It is important that if any of the partners do not have a staff member trained on how to make referrals **correctly that they contact me for training.** I think continual training and re-educating on the process is very important. This is a reminder that if you have anyone that has not been trained please let me know.

Referral Data for 2022

Agency that is making the referral:

173 responses



Title 1

Vocational Rehabilitation

Adult Education Crawford County

Fort Smith DWS

AARP-SCSEP

Job Corps

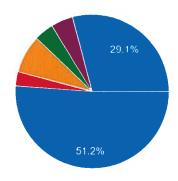
Arkansas Tech University-Ozark Cam...

Adult Education Sebastian County

▲ 1/2 ▼

Reason for Referral:

172 responses



Financial Assistance for Training

Job Readiness Workshops

Employment Placement

● Youth Services 14-24 years of age

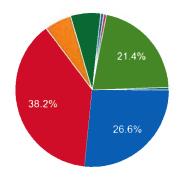
Educational Advancement

Testing

SSI

Referrals Made to:

173 responses



Title 1

Vocational Rehabilitation

Adult Education-Crawford County

Fort Smith DWS

AARP-SCSEP

Job Corps

Arkansas Tech University-Ozark Cam...

Adult Education Fort Smith



ARKANSAS WORKFORGE CENTERS

Bringing People and Jobs Together.14











Number of Clients at Workforce Center Fort Smith 6/30/2022



rear/Quarter	Ul	E5	TANF	AR	WAPDD	AARP	ΑĘ	Vet	DSB
2021/1Q	4038	130	14	0	9	27	2	1	1
2021/2Q	1956	486	25	1	35	49	6	4	4
2021/3Q	2710	742	24	0	29	51	6	5	2
2021/4Q	2975	789	38	2	21	48	3	5	6
2022/1Q	2131	694	56	1	12	65	1	6	12
2022/2Q	1381	732	54	4	32	82	0	6	12
	4.		J. 7					_	
		1	k Tä	0	1				19
		1		51-1					
				1		M T T Y		- 1	
	11.					W			
			d= - 17	rfo.					
	1.0								
	27			33		Garage 1	11111		2
	-	i - b							
						£			
				1		G 1			
			19 19						1
			1))					
	1 1			þ	2	Y			
		i i		57 E	i i	y			
	15.		7	71		$l_i = j$		•	
1				01 -)	1 3			1

Workforce Funding vs Expenditure Monthly Report

			991	<u>DIKIOICE I</u>	unung v	3 LAPEIIUI	ture monthly Nepo	7.6		
Total Grant Awarded	<u>Fu</u>	nds Expended	as of June 30	<u>, 2022 :</u>			Funds Rem	naining as of J	June 3 <u>0, 2022:</u>	
		Current Mth	Total Admin	Total Program	Grant Total	FUR %		Admin	Program	Total
\$387,444	Adult FY21	25,359.34	38,744,00	348,700.00	\$387,444.00	100%	Adult FY21	\$0.00	\$0.00	\$0.00
\$66,901	Adult PY21	18,799.92	2,392.19	16,407.73	\$18,799.92	28%	Adult PY21	\$4,297.81	\$43,803.27	\$48,101.08
\$315,312	Adult FY22	0.00	0.00	0.00	\$0.00	0%	Adult FY22	\$31,531.00	\$283,781,00	\$315,312,00
\$167,350	DLW FY21	9,859.06	16,735.00	137,060,03	\$153,795,03	92%	DLW FY21	\$0.00	\$13,554,97	\$13,554,97
\$50,409	DLW PY21	588.87	1,897.85	0.00	\$1,897,85	4%	DLW PY21	\$3,142.15	\$45,369.00	\$48,511.15
\$214,491	DLW FY22	0.00	0.00	0.00	\$0.00	0%	DLW FY22	\$21,449.00	\$193,042.00	\$214,491,00
\$322,072	Youth PY20	0.00	32,207,00	289,865.00	\$322,072.00	100%	Youth PY20	\$0.00	\$0.00	\$0.00
\$376,468	Youth PY21	2,872.97	29,391,79	267,687,86	\$297,079.65	79%	Youth PY21	\$8,254.21	\$71,134.14	\$79,388.35
\$15,430	HC Youth PY21	2,400.01	792,83	13,515.60	\$14,308.43	93%	HC Youth PY21	\$750.17	\$371,40	\$1,121.57
\$316,310	TANF Pre-APP	5,920.30	4,711,33	41,329,90	\$46,041.23	15%	TANF Pre-APP	\$12,523,67	\$257,745.10	\$270,268.77
\$12,500	Regional Planning PY21	393.99	271.87	932.81	\$1,204.68	10%	Regional Planning PY21	\$103.13	\$11,192.19	\$11,295,32
\$12,500	Sector Partnership PY21	403.42	271,87	575.49	\$847.36	7%	Sector Partnership PY21	\$103,13	\$11,549.51	\$11,652.64
\$2,257,187	Total	\$66,597.88	\$127,415.73	\$1,116,074.42	\$1,243,490.15		Total	\$82,154,27	\$931,542.58	\$1,013,696.85
Operating %	76%									
PY	21 Youth YTD % - Exper	nded:		PY21 Youth	Work Experie	nce % - Expende	ed:	Youth PY2	21 (25% IS)-vs-(75% OS):

PY21	Youth YTD % - Expende	od;	
ISY	\$83,267.85	31.11%	25% Max
OSY	\$184,420.01	68.89%	75% Max
Total	\$267.687.86		

PY21 You	th Work Experience	e % - Ex	pended:
ISY	\$29,462.00		
OSY	\$38,263.94		
Total	\$67,725,94	25.30%	20% Min.

PY	(20 Youth YTD % - Expended:	PY20 You	th Work Experience % - Expended:
	Youth PY20	ISY	\$49,654.02
<u> </u>	\$112,238.37 38.72%	OSY	\$54,378.53

	Youth PY20		ISY	\$49,654.02	
ISY	\$112,238.37	38.72%	OSY	\$54,378.53	
OSY	\$177,626.63	61.28%	Total	\$104.032.55	35 89%
Total	\$289,865,00				

		20% Carry	Adjusted	%	Average per Month	Months Remaining Based on Avg per Month
Funding	Remaining	Over	Total			
Adult FY21	\$0.00	\$0,00	\$0.00	0.00%	24,803.86	0
Adult PY21	\$48,101,08	\$0.00	\$48,101.08	8.94%	\$24,803.86	2
Adult FY22	\$315,312.00	\$63,062.40	\$252,249.60	46.88%	\$24,803,86	10
DLW FY21	\$13,554,97	\$0,00	\$13,554.97	2.52%	\$12,940,25	11
DLW PY21	\$48,511.15	\$0.00	\$48,511.15	9.02%	\$12,940.25	4
DLW FY22	\$214,491.00	\$42,898.20	\$171,592.80	31.89%	\$12,940.25	13
Youth PY20	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0
Youth PY21	\$79,388,35	\$75,293,60	\$4,094.75	0.76%	\$31,203.19	0
	\$719,358,55	\$181,254.20	\$538,104.35	100.00%	_	

\$3,707.63 Remaining In-School Funds -\$3,707.63 Remaining Out of School Funds \$0.00 Total Remaining Program Funds

\$376,468,00 Total Youth Grant \$37,646,00 Admin Budget \$338,822.00 Total Program Budget

\$84,720,00 25% Max In-School Budget \$254,102 00 75% Max Out of School Budget \$338.822.00 Total Program Budget

\$1,452,15 Remaining In-School Funds \$69,681.99 Remaining Out of School Funds \$71,134,14 Total Remaining Program Funds

Youth PY20 (40% IS)-vs-(60% OS):

\$322,072.00 Total Youth Grant \$32,207.00 Admin Budget

\$289,865 00 Total Program Budget

\$115,946,00,40% Max In-School Budget \$173,919.00 60% Max Out of School Budget \$289,865.00 Total Program Budget

Western Referrals July 1, 2021- June 30, 2022

	Referrals Received by
Partner Name	WAPDD
ARS	7
ATU Ozark	4
CCAEC	28
FS Adult Ed	2
TANF	9
ADWS	6
Other	9
Total	62

me	WAPDD
ARS	
	59
ATU Ozark	2
CCAEC	3
FS Adult Ed	40
TANF	0
ADWS	14
Other	0

Partner Name	WAPDD
ARS	59
ATU Ozark	2
CCAEC	3
FS Adult Ed	40
TANF	0
ADWS	14
Other	0
Total	118

Western Workforce Area, County-By-County Expenses for Services and Training, July 1, 2021- Present

We	Western Adult Clients	nts	
County	# Served	Avg Cost Per	er
Crawford	9	\$ 8,024.89	89
Sebastian	52	\$ 8,024.89	89
Franklin	2	\$ 8,024.89	89
Logan	9	\$ 8,024.89	89
Scott	3	8024.89	.89
Polk	0		0

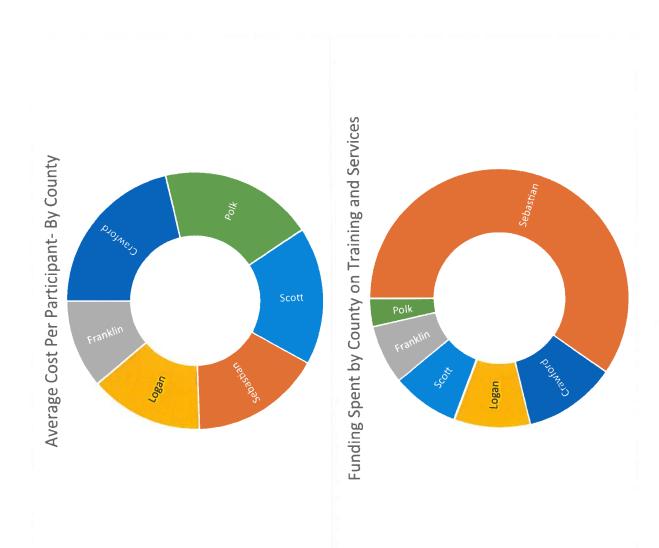
M	Western DLW Clients	nts
County	# Served	Avg Cost Per
Crawford	7	\$ 23,110.81
Sebastian	5	\$ 23,110.81
Franklin	0	0
Logan	0	0
Scott	0	0
Polk	0	0

County			
	# Served	A	Avg Cost Per
Crawford	1	\$	5,320.63
Sebastian	29	\$	6,521.60
Franklin	6	\$	5,290.49
Logan	5	\$	6,743.35
Scott	5	\$	9,597.49
Polk	3	\$	10,068.00

We	Western Clients- Total	tal	
County	# Served	Avg Cost Per	
Crawford	6	\$ 11,076.84	
Sebastian	09	\$ 8,555.46	
Franklin	11	\$ 5,787.65	
Logan	11	\$ 7,442.37	
Scott	8	\$ 9,007.76	
Polk	3	\$ 10,068.00	
Please see grap	Please see graph, "Average Cost Per Participant	. Per Participani	
	By County"		

We	Western Clients- Total	tal
County	# Served	Total \$ Spent
Crawford	6	\$99,691.57
Sebastian	09	\$513,327.44
Franklin	11	\$63,664.16
Logan	11	\$81,866.05
Scott	8	\$72,062.10
Polk	3	\$30,203.99
Please see grap	Please see graph, "Funding Spent by County on	nt by County on
Tra	Training and Services"	es

by County		Sebastian
Participants by County	Polk Scott Compared	Franklin Lower Low







September 7, 2022

Ms. Sasha Grist, Executive Director Western Arkansas Planning & Development District 1109 South 16th Street Fort Smith. AR 72901

The Chief Elected Officials of the Western Arkansas Local Workforce Development Area

Judge Dennis Gilstrap, Crawford County

Judge Rickey Bowman, Franklin County

Judge Ray Gack, Logan County

Judge Brandon Ellison, Polk County

Judge James Forbes, Scott County

Judge David Hudson, Sebastian County

Mayor Jerry Martin, City of Alma

Mayor Wally Gattis, City of Barling

Mayor Jerry Wilkins, City of Booneville

Mayor Tabitha Hester, City of Charleston

Mayor George McGill, City of Fort Smith

Mayor Doug Kinslow, City of Greenwood

Mayor Seth Smith, City of Mena

Mayor Roxie Hall, City of Ozark

Mayor Daniel Rogers, City of Paris

Mayor Joe Hurst, City of Van Buren

Mayor David Millard, City of Waldron

Ms. Rachel Mize, Chairperson Western Arkansas Workforce Development Board

Dear Ms. Grist, CEOs and Ms. Mize:

We have reviewed your responses, corrective actions and required documentation to address the unresolved monitoring findings and disallowed costs, identified in the State's Final Determination monitoring report for Program Year (PY) 19. We appreciate the efforts of the Western Arkansas Planning and Development District in responding to Findings.

As a result of the recent responses and corrective actions, Financial Findings #1, 5, 6, 7, 9, and 14 are now considered resolved. On August 1, 2022, ADWS received a check from the Western Arkansas Planning and Development District in the amount \$10,145.61 as repayment of the disallowed costs associated with Financial Findings #5, 6, 7, 9 and 14 which were included in the PY 19 report. Additionally, Financial Finding #13 has been resolved through the Arkansas Appeals Process by Arkansas

Appeals Tribunal, 2022-WIOA-001. Therefore, you may consider the PY19 Monitoring Report for the Western Arkansas Local Workforce Development Area closed.

Each item is addressed separately in the attached State's Response and Resolutions to the Final Determination Monitoring Report.

Please be reminded that the Findings expressed in the report are the result of a limited review of program and financial administration and operations. They reflect only information obtained from randomly selected documents. Therefore, closing a report does not absolve the Western Arkansas Planning and Development District from problems which may exist but not detected and reported during the review. Continuous internal reviews for compliance are recommended. Again, we appreciate the efforts of the Western Arkansas Planning and Development District staff.

Sincerely,

harisse (hilden)
harisse Childers, Ph.D.

Director

Cc: The Honorable Dennis Gilstrap – Crawford County Judge

Chief Elected Official

Western Arkansas Planning and Development District (WAPDD) Workforce Innovation and Opportunity Act Monitoring Report for Program Year 2019 State's Response to Resolutions and Final Determination

This document, with excerpts from the original monitoring report, provides the state's responses to the responses, corrective actions, and supporting documentation submitted by the Western Arkansas Workforce Development Area.

PART A: PROGRAM OPERATIONS AND ACTIVITIES

Program Finding #1:

The Western Arkansas Local Workforce Development Area has not developed a work experience policy for all Adults, Dislocated Workers, or Youth for WIOA. However, the Western Arkansas Local Workforce Development Area is providing work experience to Youth participants under their procedure #006-20 Youth Work Experience. The four-sentence procedure does not include required components of Youth work experience under WIOA such as the academic and occupational component that is specific to the industries and occupations within the LWDA and aligns with the Individual Service Strategy of the participant. Additionally, work experience is not offered to Adults or Dislocated Workers. Work experience is an individualized career service f or Adults and Dislocated workers.

Corrective Action(s) Required:

The Western Arkansas Workforce Development Board developed and submitted signed approved policy#P0006-20 Work Experience to the State. To resolve this finding, the Western Arkansas Workforce Development Board must submit the signed board minutes approving the policy. If the policy is not an agenda item, the agenda and supporting documentation for the board meeting must be submitted to the State.

Western Response:

Will provide approved board minutes after March 16th, 2021.

State's Response and Final Determination:

The corrective action and/or response provided was sufficient to resolve the finding. The Western Arkansas Planning and Development District provided supporting documentation to the State for signed Work Experience policy P0006-20 approved at the December 15, 2019, Western Arkansas Workforce Development Board meeting. Documentation included the approved signed December 15, 2019, board meeting minutes submitted to the State on March 17, 2021. The finding is considered resolved. No further action is required at this time.

State's Response and Final Determination:

This finding was previously considered resolved.

Program Finding #2:

The Western Arkansas Planning and Development District does not have an agreement in place with a provider to serve youth ages 16-17 with entrepreneurship as one of the 14 elements; however, the

Western Arkansas Planning and Development District has agreements in place for the remaining Youth elements and ages.

Corrective Action(s) Required:

The Western Arkansas Planning and Development District must designate a service provider to serve Youth ages 16-17 for entrepreneurship. An agreement must be developed, completed, and submitted to ADWS for a service provider that is not on the Eligible Training Provider List.

Western Response:

WAPDD program procured a MOU with a provider of this service January 2021. This agreement has been provided to the State in SharePoint. This is also updated in plan to show all youth element partners.

State's Response and Final Determination:

The corrective action and/or response provided was sufficient to resolve the finding. The State received a MOU between the Crawford County AG Extension office and the Western Arkansas Planning and Development District to provide entrepreneurial services to Youth of all ages required for the program on January 22, 2021. Documentation must be maintained for future review including the update to the local plan. The corrective action and supporting documentation provided is accepted and the finding is considered resolved. No further action is required at this time.

State's Response and Final Determination:

This finding was previously considered resolved.

Program Finding #3:

Although PowerNotes, LLC conducted local area monitoring on February 26, 2020, there was no documentation to support that non-compliance issues and concerns identified in the monitoring report were corrected by the WAPDD.

Corrective Action(s) Required:

WAPDD must provide documentation to support that all non-compliance issues and concerns identified by its independent monitor (PowerNotes, LLC) have been corrected. Additionally, WAPDD must ensure that its independent monitor follows and adheres to federal and state monitoring requirements when conducting monitoring reviews. Also, WAPDD must provide its independent monitor with a copy of State's Title I-B Policy Manual, local policies and procedures.

Western Response:

The monitor did provide notations of resolved items throughout the report. The monitor was provided with the State's monitoring tool prior to the monitoring taking place and the local policies and procedures that were reviewed in the monitoring. The administrator will again provide the monitor with the State's Title I policy manual if used in the future. Monitor was provided local policies and procedures. Response to monitor report uploaded to SharePoint.

State's Response and Final Determination:

The corrective action and/or response provided was sufficient to resolve the finding. The State received documentation from the Western Arkansas Planning and Development District on March 1, 2021, to support the deficiencies sited in the independent monitoring report are being addressed. Some deficiencies have been resolved with others a work in progress. Documentation must be maintained on file of responses and resolution for Federal and State monitors to review. The corrective action and

supporting documentation provided is accepted and the finding is considered resolved. No further action is required at this time.

State's Response and Final Determination:

This finding was previously considered resolved.

*The following program related findings were detected during the PY19 Annual Monitoring review process. ADWS monitoring team provided technical assistance, guidance and training to Western Arkansas Planning and Development District staff to address the areas of deficiencies and the findings were subsequently corrected by local area staff. It should be understood documentation must be maintained on file for Federal and State monitors to review. The findings below are considered resolved. No further action is required at this time.

Program Finding #4:

Monitors did not find documentation to support the Basic Skills Deficiency identified for the following participants were addressed: Stephen Branscum, Pachia Yang, Lori Edgmon and Aneisha Owen.

<u>Comment/Note:</u> The Western Arkansas Planning and Development District provided evidence to support that participants identified as being Basic Skills Deficient were being addressed. IEPs and case management notes were provided as supporting documentation. WAPDD also provided training to staff on identifying, addressing, and documenting Basic Skills Deficiency (BSD) during a weekly staff meeting. The agenda, notes of meeting, and sign-in sheet were submitted to ADWS. The finding is considered resolved. No further action is required at this time.

State's Response and Final Determination:

This finding was previously considered resolved.

Program Finding #5:

Youth clients participating in paid or unpaid work experience are required to have an academic and occupational component. The participant files did not demonstrate the academic and occupational component as described in TEGL 21-16 in accordance with regulation.

<u>Comment/Note:</u> The Western Arkansas Planning and Development District staff submitted samples to ADWS to demonstrate staff understands the academic and occupational component for Youth work experience and how to document in the worksite agreement. Training was provided by the State on February 27, 2020 and June 30, 2020. The finding is considered resolved. No further action is required at this time.

State's Response and Final Determination:

This finding was previously considered resolved.

Program Finding #6:

The Western Arkansas Planning and Development District worksite agreements does not specify the limited time period participant will be working at the worksite. The establishment of a duration of time

in the agreement provides transparency of the time expectations for the employer, participant, and Case Manager.

<u>Comment/Note:</u> The Western Arkansas Planning and Development District staff submitted a revised worksite agreement to include the time period the participant is expected to work at the training site. The finding is considered resolved. No further action is required at this time.

State's Response and Final Determination:

This finding was previously considered resolved.

PART B: FINANCIAL OPERATIONS AND ACTIVITIES RESULTS

The following information provides specific requirements of the WIOA Laws, Federal Regulations, Uniform Guidance, State and Local two-year plans, and other guidelines relative to findings or concerns detected during the PY 2019 monitoring review of the Federal grants financial and procurement operations and activities in the Western Local Workforce Development Area.

Financial Monitoring Findings

Financial Finding #1:

Based on discussion with staff and management, it appears that both WAPDD and Western Arkansas Employment Development Agency, Inc. (WAEDA) staff did not properly classify administrative costs. This resulted in under-reported administrative costs and over-reported program costs on some employees and the reverse on others. This occurred prior to July 1, 2018 and continued into PY19. There are no questioned costs associated with this finding at this time; however, upon the completion of the required reclassification of costs to correct the over and under-reporting, any administrative costs over the administrative cost limit will be considered questioned costs.

WAPDD 2nd Response:

As cited above WAEDA was a contractor of services not a subgrant recipient as illustrated in 20 CFR 683.215 and referencing the CFR that states they were providing functions related to the direct provision of services to participants and employers. Based on this we ask that DWS review the position on this finding and consider that WAEDA as a contractor directly providing services not be required to use administrative funds. If this determination cannot be agreed on, we ask for consideration to forgo reclassifying these cost since this was reviewed in years PY17 & PY18 with no finding related to the allocation of administrative cost to WAEDA. If this were an issue, it should have been identified to us then so it could have been addressed in a timely manner not requiring an inordinate amount of time as well as the fact that the entity in question no longer exists and any records that would need to be changed can no longer take place. Further if it is the final determination that this would be the proper course of allocation going forward, we would make it a part of our funding and contract procedures.

State's Response and Final Determination:

The corrective action and/or response provided was insufficient to resolve the finding. "All one-stop operators, including for-profits, nonprofits, educational organizations, and State or Local governments are considered subrecipients and must adhere to 2 CFR part 200 and 2 CFR part 2900".

The period for reclassifying fiscal agent costs has been adjusted to costs in or subsequent to Program Year 2018. However, it should be noted the closeout of a Federal award or monitoring report does not affect the right of the Federal awarding agency or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review.

WAPDD must provide documentation to support that the fiscal agent costs for all WIOA Title I funds issued in or subsequent to Program Year 2018 have been reclassified and reported as administrative costs and program charges previously misclassified as administrative costs must also be reclassified as program costs. Additionally, WAPDD must submit documentation to confirm it has not exceeded the administrative cost limit for the aforementioned periods.

STATE'S RESPONSE TO RESOLUTION AND FINAL DETERMINATION:

The corrective action/response provided is accepted and the finding is considered resolved.

Additional Note/Comment:

WAPDD submitted a summary of adjustments for PY18 and PY19 administrative costs in their response to the Western PY19 State's Final Determination on November 10, 2021. This confirmed that the administrative cost limit was not exceeded for PY18 or PY19.

Financial Finding #2:

Based on interviews with the Career Advisor, the Workforce Accountant, and the Workforce Program Manager, it appears that time was charged directly to grants for tasks which could not be identified with individual funding streams. The timesheet should record time that is directly identifiable by the employee to a specific grant/function. If an allocation needs to be calculated, then the timesheet should record the time as identifiable to a cost pool and the subsequent allocation should be reflected in accounting records, not on the original timesheet. Since travel should be based on the timesheet charges, the staff travel payments could have been improperly allocated as a result. Improper direct time charges also affected the charging of indirect costs since the allocation base used for the indirect cost rate was direct salary plus fringe. This may result in questioned costs; however, an amount has not yet been identified at this time.

State's Response and Final Determination:

This finding was previously considered resolved.

Financial Finding #3:

A review of quarterly desk review samples revealed four expenditures that were split between and direct-charged to the WIOA funding streams (Adult, Dislocated Worker, In-School Youth, and Out-of-School Youth) instead of utilizing a documented allocation base. Two of the expenditures did not further allocate any portion to In-School Youth, only Out-of-School Youth. One of the four expenditures also included a direct charge of 50% to the Regional Planning subaward. This results in questioned costs in the amount of \$354.58 as reflected in the table below.

Vendor	Check Number	Description	Out-of- School Youth	In-School Youth	DLW	Adult	Regional Planning	Т	otals
Employee 1	18842	Travel - ACDS Conf	\$ 17.48	\$ 17.48	\$17.48	\$17.48	\$69.94	\$	139.86
Employee 2	18671	Cell Phone Stipend	8.75	8.75	8.75	8.75			35.00
Employee 3	18658	Travel - Case Mgmt	48.24		48.24	48.24			144.72
Employee 3	18658	Cell Phone Stipend	11.66		11.67	11.67			35.00
	1	otal Questioned Costs	\$ 86.13	\$ 26.23	\$86.14	\$86.14	\$69.94	\$	354.58

State's Response and Final Determination:

This finding was previously considered resolved.

Financial Finding #4:

The written agreement among the chief elected officials did not specify the liability of the individual jurisdictions.

State's Response and Final Determination:

This finding was previously considered resolved.

Financial Finding #5:

A review of indirect cost pool expenditures revealed that WAPDD made twelve monthly payments of \$500.00 each to the Executive Director for an auto allowance. Documentation was not provided to support the business portion of the costs. This results in questioned costs as reflected in the table below; however, an amount has not yet been determined for the portion that was allocated to WIOA.

Date	Check #	Description	Amount
7/13/2018	18009	Auto Allowance	\$500.00
8/15/2018	18062	Auto Allowance	500.00
9/14/2018	18106	Auto Allowance	500.00
10/15/2018	18161	Auto Allowance	500.00
11/15/2018	18214	Auto Allowance	500.00
12/14/2018	18268	Auto Allowance	500.00
1/11/2019	Direct Deposit	Auto Allowance	500.00
2/14/2019	Direct Deposit	Auto Allowance	500.00
3/14/2019	Direct Deposit	Auto Allowance	500.00
4/12/2019	Direct Deposit	Auto Allowance	500.00
5/14/2019	Direct Deposit	Auto Allowance	500.00
6/13/2019	Direct Deposit	Auto Allowance	500.00
	\$6,000.00		

WAPDD 2nd Response:

The District's attorney has provided the following support to WAPDD's justification of this expense. The initial finding was that 2 CFR 5200.431(f) (Automobiles) prohibited an asserted unallowable fringe benefit. WAPDD provides an automobile allowance to the Executive Director for the use of her personal vehicle for the business of and on behalf of the District. The code relied upon by DWS is inapposite. It clearly relates to automobile costs for an automobile "furnished by the entity that relates to personal use by employees. " The "personal use" statement in the code section obviously refers to the use of a vehicle and not the use of costs. The code disallows a fringe benefit for personal use of a district owned vehicle. The District does not own a vehicle. It instead has taken the more economic and feasible route of paying the Executive Director for the work-related use of her personal vehicle. The allocation of the cost and proportional sharing of this indirect cost to the program by WAPDD is fair and is lawful. The

sur-reply by DWS to the response of WAPDD is based now upon subjective opinion. No law, regulation, or rule is cited as a basis for the ongoing finding. It is impossible to respond to the Finding in a complete manner due to the fact that the continuation of a finding on this issue is not based in law and is arbitrary and capricious.

State's Response and Final Determination:

The corrective action and/or response provided was insufficient to resolve the finding. The fringe benefit provided is not allowable unless there is documentation provided to support the business usage of the personal vehicle. 2 CFR 200.431 refers to automobile *costs* furnished i.e., provided, not a vehicle provided. Just as documentation is required for the business purpose of the additional mileage reimbursements to the Executive Director, documentation must be provided for the business use included in the auto allowance. WAPPD must provide documentation that the allowances have been removed from the indirect cost pool and the WIOA portion of the disallowed costs from PY18 through the present time has been repaid to ADWS.

STATE'S RESPONSE TO RESOLUTION AND FINAL DETERMINATION:

The corrective action/response provided is accepted and the finding is considered resolved.

Financial Finding #6:

A review of expenditure samples revealed that a WAPDD employee was paid mileage and meals for a trip to a Federal Highway Administration (FHWA) Planning for Reliability Workshop. Due to the restriction on the mileage rate and meals for the Federal award to which the travel was charged, the full employee reimbursement could not be charged directly to the Federal award. As a result, the difference (overage) was charged to the indirect cost pool in the amount of \$42.80. This results in a questioned cost as reflected in the table below; however, an amount has not yet been determined for the portion that was allocated to WIOA.

Date	Check #	Description	Overa	age Amount
04/30/19	18504	Travel	\$	42.80
Total Questio	Total Questioned Costs			

WAPDD 2nd Response:

WAPDD will refund the portion of costs applied to WIOA in the amount of \$6.92 related to this finding. If DWS determines that WAPDD is to return the \$6.92, WAPDD will need DWS to communicate the process to follow for WIOA adjustments to financial records. WAPDD will need to know the period in which DWS would prefer the adjustments to be made as well as when the grants to be reimbursed will be opened in AWIS, and which grants DWS wants the adjustments made.

State's Response and Final Determination:

The corrective action and/or response provided was insufficient to resolve the finding. WAPDD must repay the WIOA portion of the disallowed costs to ADWS.

STATE'S RESPONSE TO RESOLUTION AND FINAL DETERMINATION:

The corrective action/response provided is accepted and the finding is considered resolved.

Financial Finding #7:

A review of expenditure samples revealed that a WAEDA employee was paid per diem for an Arkansas Association of Development Organizations (AADO) Conference (check #25726). However, the meals provided at the conference were not deducted from the per diem amount in accordance with the General Services Administration (GSA) guidelines. This results in a questioned cost in the amount of \$41.00 as reflected in the table below.

Date	Meal Breakdown per GSA	Description	Total
9/19/2018	\$26.00	Dinner Provided	\$26.00
9/20/2018	15.00	Lunch Provided	15.00
	\$41.00		

WAPDD 2nd Response:

The standard for WAEDA to meet requirements of GSA were not issued by DWS until February 26, 2020, under Issuance Number PY 19-06. WAEDA was dissolved on June 30, 2019. WAEDA followed the company's non-federal entity travel policies and was compliant with those policies for the meals in question during the AADO Conference in September 2018. Further, during a DOL/DWS sponsored remote TAT session held on April 28, 2021, for Financial TA, it was stated by DOL that meals were not required to be deducted from per diem for meals provided during conferences. The WAEDA travel policy from that period is attached for supporting documentation.

State's Response and Final Determination:

The corrective action and/or response provided was insufficient to resolve the finding. Due to the reimbursement to the employee for expenses previously paid with federal funds not being allowable, the disallowed costs of \$41.00 must be repaid to ADWS.

<u>STATE'S RESPONSE TO RESOLUTION AND FINAL DETERMINATION:</u>

The corrective action/response provided is accepted and the finding is considered resolved.

Financial Finding #8:

A review of indirect cost pool expenditures revealed that WAPDD incurred monthly charges totaling \$317.39 to Mountain Spring Water. Documentation was not provided to support the necessity of the water or how it benefited the grant. This results in questioned costs as reflected in the table below; however, an amount has not yet been determined for the portion that was allocated to WIOA.

Date	Check #	Description	Amount
7/9/2018	17996	Mountain Spring Water	\$49.20
8/13/2018	18054	Mountain Spring Water	29.13
9/7/2018	18098	Mountain Spring Water	38.19
10/10/2018	18152	Mountain Spring Water	20.07
11/9/2018	18206	Mountain Spring Water	20.07
12/7/2018	18263	Mountain Spring Water	20.07
1/4/2019	18308	Mountain Spring Water	20.07
2/6/2019	18363	Mountain Spring Water	20.07
3/6/2019	18417	Mountain Spring Water	20.66
4/30/2019	18460	Mountain Spring Water	29.71
5/8/2019	18522	Mountain Spring Water	20.45
6/13/2019	18580	Mountain Spring Water	29.70
		Total Questioned Costs	\$317.39

State's Response and Final Determination:

This finding was previously considered resolved.

Financial Finding #9:

A review of indirect cost pool expenditures revealed that WAPDD incurred monthly charges totaling \$1,836.00 to Armored Transport Services, Inc. for picking up the mail from the post office box and delivering it to WAPDD. Documentation was not provided to support the necessity of the armored car delivery or how it benefitted the grant. This results in questioned costs as reflected in the table below; however, an amount has not yet been determined for the portion that was allocated to WIOA.

Date	Check #	Description	Amount
7/20/2018	18012	Armored Transport Service	\$150.00
8/31/2018	18074	Armored Transport Service	150.00
9/24/2018	18115	Armored Transport Service	150.00
10/22/2018	18164	Armored Transport Service	150.00
11/28/2018	18228	Armored Transport Service	150.00
12/28/2018	18292	Armored Transport Service	150.00
1/24/2018	18327	Armored Transport Service	156.00
2/28/2018	18393	Armored Transport Service	156.00
3/27/2018	18439	Armored Transport Service	156.00
4/30/2018	18492	Armored Transport Service	156.00
5/23/2018	18540	Armored Transport Service	156.00
6/20/2018	18586	Armored Transport Service	156.00
		Total Questioned Costs	\$1,836.00

WAPDD 2nd Response:

WAPDD will refund the portion of costs applied to WIOA in the amount of \$296.68 related to this finding. If DWS determines that WAPDD is to return the \$296.68, WAPDD will need DWS to

communicate the process to follow for WIOA adjustments to financial records. WAPDD will need to know the period in which DWS would prefer the adjustments to be made as well as when the grants to be reimbursed will be opened in AWIS, and which grants DWS wants the adjustments made.

State's Response and Final Determination:

The corrective action and/or response provided was insufficient to resolve the finding. WAPDD must calculate the WIOA portion of the total payments through either the present time or the date the armored car services were discontinued. This total amount of disallowed costs must subsequently be repaid to ADWS.

STATE'S RESPONSE TO RESOLUTION AND FINAL DETERMINATION:

The corrective action/response provided is accepted and the finding is considered resolved.

Financial Finding #10:

A review of payments for auditing services provided by Paul Wade and Associates for WAEDA revealed that the audit costs were allocated one-third each to the WIOA Adult, Dislocated Worker, and Youth funding streams instead of utilizing a documented allocation base. The Youth portion was further allocated 25% to In-School Youth and 75% to Out-of-School Youth. This results in questioned costs in the amount of \$8,630.00 as reflected in the table below.

Date	Check #	Description		Amount
10/18/2018	25795	Paul Wade & Associates	\$	3,452.00
12/11/2018	25896	Paul Wade & Associates		5,178.00
	Total Questioned Costs			

State's Response and Final Determination:

This finding was previously considered resolved.

Financial Finding #11:

A review of expenditure samples revealed a travel reimbursement for which a WAPDD employee was reimbursed \$62.00 for dinner at a conference as reflected in the table below. The WAPDD Travel Policy did not have any limits on the amount of actual costs that could be reimbursed for lodging or per diem. However, for comparison purposes for the reasonableness of the meal, the standard Federal rate for dinner was \$23. This results in a questioned cost for the difference in the amount of \$39.00.

Date	Check #	Description	Mea	al Amount
06/28/19	18595	Dinner Meal	\$	62.00
Total Questioned Cost				62.00

State's Response and Final Determination:

This finding was previously considered resolved.

Financial Finding #12:

A review of indirect cost pool expenditures revealed a payment of \$438.56 (Check #18583) on June 13, 2019 to Zapata's Mexican Grill for catering the WAPDD board meeting held on June 18, 2019. Adequate justification was not provided to support the allowability of the meal. It appeared there was a brief

board meeting followed by a meal based on the meeting minutes. This results in a questioned cost; however, an amount has not yet been determined for the portion that was allocated to WIOA.

WAPDD 2nd Response:

During the DOL/DWS TAT session held on April 28, 2021, for Financial TA, it was advised by DOL that meals were allowed to be provided to board members when technical business was being conducted, WAPDD considers a Board of Directors Meeting and a Workforce CEO meeting technical business, the meetings were held during lunch hours, covered several hours, and many of the attendees had to drive as much as an hour and a half one way to participate. A later reference from monitoring was related to conferences and this was not a conference, it was a District Board of Directors meeting and a Workforce CEO meeting. There were 44 in attendance and the meal costs \$438.56, that is \$9.97 per person, or \$1.56 per person allocable to WIOA. WAPDD considers the cost necessary and reasonable for a prudent person.

State's Response and Final Determination:

The standard for conferences also applies to meetings. This does not constitute a blanket approval and similar future expenditures will be reviewed to ensure that they are both necessary and reasonable. This finding is considered resolved.

STATE'S RESPONSE TO RESOLUTION AND FINAL DETERMINATION:

The corrective action/response provided is accepted and the finding is considered resolved.

Financial Finding #13:

A review of indirect cost pool expenditures revealed that WAPDD had charged building depreciation in the amount of \$5,718 dated June 30, 2019 (Journal No. 19,678) in PY18. The amount appeared to have been based on the fair market value of \$223,000 in 2010, when the building was donated by Western Arkansas Regional Management Services (WARMS), a related organization. According to the WARMS 2018 Federal Income Tax Return (Form 990-EZ), WARMS is a supporting organization which is operated, supervised, and controlled by its supported organization WAPDD. The building was purchased by WARMS for \$140,000 in 1992 at which point the depreciation basis should have been established. Adequate documentation was not provided to support the amounts of the depreciation charges. This results in questioned costs; however, an amount has not yet been determined for the portion that was allocated to WIOA.

WAPDD 2nd Response:

The DWS Response-Reply to WAPDD is essentially that the building subject to depreciation was a donation by a claimed related entity. The entities are completely separate and distinct. Western Arkansas Regional Management Services, Inc. (WARMS) owned the building and donated it to WAPDD on October 29, 2009. WARMS is an Arkansas non-profit corporation. Its Articles of Incorporation were filed in 1991. WAPDD is one of eight planning and development districts in Arkansas. It is a creature of statute and was formed pursuant to the Public Works and Economic Development Act of 1965. The charter, the board members, and the structure of each entity are distinct and completely separate from the other. The depreciation method, proof, and legal process were established in 2009. The depreciation expense of this valuable asset belonging to WAPDD is actual. WAPDD has completely responded to that allegation. It appears now that DWS is making a finding based upon subjective opinion only. It is asserted that WARMS is a supporting organization of WAPDD which is operated, supervised, and controlled by its supported organization. Schedule A of WARMS IRS 990 form is the claimed basis for

DWS' assertion that WARMS is a supporting entity. WAPDD does not have "the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization." WAPDD does not select members, directors, or officers. The bylaws direct that there will be one member from each of six counties. Those members elect not only replacement members from a county with a vacancy, but also the body's directors, and the body's officers. Please be aware that there is only one member on the WARMS board that is also a member of the WAPDD board. There is no stated legal basis or otherwise for the finding. It is impossible for WAPDD to respond to this arbitrary and capricious finding as it is not based upon actual law or an interpretation of law. The statutorily formed District of WAPDD cannot be deemed a related or affiliate entity with a stand-alone, nonprofit corporation which received its charter in 1991.

State's Response and Final Determination:

The corrective action and/or response provided was insufficient to resolve the finding. Allowable depreciation from a donation by a related third party has not changed from the applicable OMB circulars which were in effect in 2009. WAPDD must recalculate the depreciation amounts based on the purchase price of \$140,000. The difference will constitute the accumulated depreciation disallowed costs. WAPDD must also identify the depreciation amounts charged in the manner indicated above from PY18 through the present and provide documentation to support that the WIOA portion of the disallowed costs has been repaid to ADWS.

STATE'S RESPONSE TO RESOLUTION AND FINAL DETERMINATION:

Per the Arkansas Appeals Tribunal, 2022-WIOA-001 the finding is considered resolved.

Financial Finding #14:

The audit services for fiscal year ending June 30, 2019 were not competitively procured. The audit services were provided by the CPA firm that WAPDD had utilized in previous years. In addition, a WAPDD procurement policy which included purchases coded to the indirect cost pool was not provided. This results in questioned costs as reflected in the table below; however, an amount has not yet been determined for the portion that was allocated to WIOA.

Date	Check#	Description	Amount		
11/15/18	18225	Alan K. Minor, CPA	\$3,550.00		
11/21/18	18226	Alan K. Minor, CPA	3,550.00		
То	Total Questioned Costs				

WAPDD 2nd Response:

The WAPDD audit is an allowable indirect cost. The auditee requirements under 2 CFR Part 200 begin at 2 CFR 200.508 (a) – The auditee must: procure or otherwise arrange for the audit by this Part in accordance with 200.509 Auditor selection... WAPDD interprets this section to indicate auditor selection can be otherwise arranged and therefor has procured the auditor within the same standards as WIOA procurement procedures allow. 2 CFR Part 200.509 (a) Auditor Procurement. In procuring audit services, the auditee must follow the Procurement Standards in 200.317 Procurement by states through 200.326. Under 200.317 the last paragraph of the section "All other non-Federal entities, including subrecipients of a state will follow 200.318 General procurement standards through 200.326 Contract provisions". WAPDD is an "other non-federal entity". 200.318 (a) The non-Federal entity must use its own documented procurement procedures. WAPDD has provided to DWS its own documented procurement procedures. In which the costs of the audit did not exceed any thresholds to preempt

formal procurement. WAPDD has not identified any specific procurement requirements for auditor selection contained in 2 CFR Part 200 applicable as a non-Federal or non-State entity that WAPDD has not complied with. WAPDD interprets that auditor selection is procured for in the same manner as any other purchase of goods or services, as long as compliance is maintained under the District's documented procurement procedures and methods, and the thresholds of those methods have not been exceeded. If there are specific requirements for auditor selection by WAPDD as a non-Federal, non-State entity it would be of great assistance for those requirements to be identified. When identified WAPDD would agree to incorporate those requirements into our procurement policies and procedures for the auditor selection and seek appropriate approval.

State's Response and Final Determination:

The corrective action and/or response provided was insufficient to resolve the finding. The original finding listed the additional requirements for single audit procurement. In addition, the only procurement policy provided was a WIOA policy which would not be applicable to the overall Planning and Development District. WAPDD must provide documentation that the items have been removed from the indirect cost pool and the WIOA portion of the disallowed costs has been repaid to ADWS. Also, WAPDD must provide documentation to support that a procurement policy has been approved by the appropriate parties and implemented for purchases coded to the indirect cost pool, including audit services, to ensure procurements are conducted in a manner consistent with the standards. Audit procurements must be conducted in a manner consistent with the standards in 2 CFR §200.509 to ensure the following: "In requesting proposals for audit services, the objectives and scope of the audit must be made clear and the non-Federal entity must request a copy of the audit organization's peer review report which the auditor is required to provide under GAGAS. Factors to be considered in evaluating each proposal for audit services include the responsiveness to the request for proposal, relevant experience, availability of staff with professional qualifications and technical abilities, the results of peer and external quality control reviews, and price."

STATE'S RESPONSE TO RESOLUTION AND FINAL DETERMINATION:

The corrective action/response provided is accepted and the finding is considered resolved.

Financial Finding #15:

The bylaws of the Western Arkansas Workforce Development Board did not adequately define conflict of interest as required. The bylaws linked conflict of interest to financial gain or loss; however, the bylaws did not identify that a member should not vote or participate in any decision-making capacity on the provision of services by such member or any organization which that member directly represents.

WAPDD 2nd Response:

A board approved revised version of the LWDB bylaws were uploaded to the Western SharePoint after the June 22, 2021, board meeting and sent to Rebecca Edwards and Tom Pittman.

State's Response and Final Determination:

The documentation provided has been accepted and this finding is considered resolved.

STATE'S RESPONSE TO RESOLUTION AND FINAL DETERMINATION:

The corrective action/response provided is accepted and the finding is considered resolved.

Management Concern #1:

The Request for Proposals (RFP) for the One-Stop Operator (OSO) stated that the funding for the contract was anticipated to operate at up to \$50,000. Although the PY18 contract was under \$10,000, the original procurement in PY17 was over \$80,000. This could potentially have restricted competition by limiting the funding available for potential responses. TEGL 15-16 states:

All entities must prepare written documentation, in accordance with 20 CFR 678.605(d), explaining the determination concerning the nature of the competitive process to be followed in selecting a one-stop operator. States and Local WDBs must also maintain records sufficient to detail the history of procurement in accordance with 2 CFR 200.318(i). These records must include but are not necessarily limited to the following: all proposals/bids received; ratings of those proposals; rationale for the method of procurement; selection of agreement or contract type; selection or rejection of proposals/bids; appeals and disputes; and the basis for the contract price.

State's Response and Final Determination:

This concern was previously considered resolved.

Management Concern #2:

The Infrastructure Funding Agreement (IFA) did not include the required applicable career services costs in accordance with 20 CFR 678.760 (a).

State's Response and Final Determination:

This concern was previously considered resolved.

Management Concern #3:

A review of the WAWDB disclosure statements revealed that the Mayor of Greenwood did not disclose his membership on the WAPDD Board of Directors.

State's Response and Final Determination:

This concern was previously considered resolved.

Management Concern #4:

WAPDD submitted their Certificate of Indirect Costs for the period of July 1, 2018 through June 30, 2019 on August 10, 2018 and the acknowledgement letter was received on September 17, 2018. As a result, the initial PY18 subaward agreements reflected an expired indirect cost rate. In addition, all Western PY19 subaward agreements for the period of July 1, 2019 through June 30, 2020 reflected the 37.05% rate, which expired on June 30, 2019.

State's Response and Final Determination:

This concern was previously considered resolved.

Note:

Monitoring reports and related correspondence are to be presented to auditors prior to their initiating A-133 reviews. Problems identified in a monitoring report may be identified as administrative findings or questioned costs in subsequent reviews. Findings and corrective actions may also be used to assist in

resolving findings and could be used as part of the justification for requesting a waiver of repayment of disallowed costs, if appropriate.

Closing a monitoring report, or portions thereof, does not absolve subsequent findings that may arise from the same issue(s) identified in the monitoring report. Appeals of the State's monitoring reviews, and investigations will be processed through the Director of the Division of Workforce Services.

Dennis Williamson

From:

Gabriela Miranda < gaby@arkansasunited.org>

Sent:

Thursday, September 15, 2022 3:31 PM

To:

Dennis Williamson

Subject:

Re: Follow up

Follow Up Flag:

Follow up

Flag Status:

Flagged

Hi Dennis!!!

Hope your trip is going well!!

So here's the follow up email about what we discussed.

Wednesday September 21st @ 11:00am- 12:00pm via Zoom:

Info Session for Employers: (This is a monthly talk we have for employers to get to know our organization and find ways in which we can collaborate that would benefit both employers and employees)

- Invite as many employers as possible
- · Zoom invite: Registration Link

https://us06web.zoom.us/meeting/register/tZwtfu2grTlpH9Yec-AM0ey5W_EP45PPprJg

Saturday September 24th:

@ 9:00 am - 10:00 am in person and FaceBook Live in room 103 at the Bakery District, Fort Smith:

Charla about Job Recruitment:

- Panelists to talk about what job recruitment looks like for them
- How do they get their info out
- Give examples of current jobs and how they are announcing them
- Approximately 10- 15 minutes per panelist

@ 10:00 am - 11:00 am In person (Not transmitted on FaceBook) @ room 103 at the Bakery District, Fort Smith:

Focus Group:

- Mireya to moderate
- Employers to ask questions directly to the community (Send questions they would like to ask to us beforehand for planning)

Please let me know if this is clear or if you have any other questions or comment Dennis.

Also, could you please send me the names of the speakers for introductions?

Thank you so much!!!