



CONTRACT OF SERVICES

**WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE STOP OPERATOR
TITLE I CAREER SERVICES
TITLE I YOUTH**

**STATE OF MISSOURI DEPARTMENT OF SOCIAL SERVICES
SKILLUP (TANF & FNS)
JOBS LEAGUE**

**Contract Period
July 1, 2024- June 30, 2025**

**Between
WORKFORCE DEVELOPMENT BOARD OF SOUTHEAST MISSOURI (WDBSE)
&
EDUCATIONAL DATA SYSTEMS, INC. (EDSI)**

The Workforce Development Board of Southeast Missouri Reserves the right to modify any of the enclosed specification.

Equal Opportunity- Equal Access

The Workforce Development Board of Southeast Missouri is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

This agreement (hereinafter "Agreement") is entered into on the date of the last signatory as noted on the signature page, between the Workforce Development Board of Southeast Missouri (WDBSE) and Educational Data Systems, Inc. (EDSI) (hereinafter "Sub-recipient").

EDSI unique entity identifier YTZDS6K1J6X7

Allowable rate of funding is 65% program and 35% participant.

US DOL Federal Award Identification Numbers

PY24 WIOA

- 24A55AY000080-01-00 WIOA Youth
- 24A55AT000098-01-00 WIOA Adult
- 24A55AW000064-01-00 WIOA Dislocated Worker

In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Term

The WDBSE voted in May 2024 to award the Sub-recipient contract to EDSI through June 30, 2025. The period of performance under this agreement shall be from July 1, 2024 to June 30, 2025. This agreement applies to funds appropriated to the WDBSE by The Office of Workforce Development (OWD) to support the alignment of workforce development, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system in the United States. Notices of Obligation (NOO) shall be issued for all funding streams and special projects. The Scope of Work (as applicable) and period of performance for each project shall be included in the NOO. Any decision regarding the desire, need, or ability to renew NOOs covered under this agreement for any extended period rests solely with WDBSE. WDBSE reserves the right to make modifications at any time based on guidance from governing agencies and/or as additional funds are received.

2. Payment and Reporting Requirements

The Sub-recipient must comply with the following payment and reporting procedures:

- a. The Sub-recipient must, during the term of this agreement, prepare and submit monthly to WDBSE a monthly CPR/Billing/Invoice statement. This report shall be reflective of the approved budget line items as outlined in the contract.
- b. The Sub-recipient must submit this report no later than the close of business on the fifth (5th) calendar day of the month. Reports shall be prepared on an accrual basis, and include all costs incurred for the period, without regard to payment date. The Sub-recipient must also fill out the obligation column for each grant if a dollar amount is known for each line item.
- c. The Sub-recipient will ensure all expenditures are included in the June 30, 2025, CPR statement.

- d. The Sub-recipient assures that they shall be in accordance with all applicable requirements including WIOA (Pub. L. 113-228, as amended) Section 184, and all other fiscal control and fund accounting procedures that may be necessary to ensure the proper disbursement of and accounting for funds made available by this agreement.
- e. The Sub-recipient must submit, by the fifteenth (15th) calendar day of the month, a complete invoice that substantiates all expenditures listed in the CPR/Billing/Invoice statement. Upon receipt of the complete invoice, WDBSE will make payment within thirty (30) calendar days.
- f. Profit is calculated on allowable costs monthly in this agreement. Profit is capped at five (5) percent and shall exclude any payments for supportive services, stipends, work experience, incentives or other participant payments.
- g. Indirect will be reimbursed on a monthly basis at the rate of ten (10) percent de minimis of monthly salary, fringe and operational expense.
- h. The Sub-recipient must maintain required data/records on each participant with sufficient detail to demonstrate compliance with eligibility and reporting criteria set forth by WDBSE policy and governing agencies.

3. Funds

Funds provided under this agreement must be expended in accordance with all applicable federal/state statutes, regulations and guidance as presently in effect and as may become effective during the terms of this agreement.

The Sub-recipient shall ensure all expenditures invoiced, claimed and/or reported satisfy the General provisions for allowable costs, as defined in the 2 CFR Chapter 1, Chapter II, Part 200, Subpart E-Cost Principles; and Specific provisions for allowable costs, as defined in applicable Federal program rules.

Funding set forth is as follows;

- WIOA Adult & WIOA Dislocated Worker \$852,161.00
- WIOA Youth \$415,000.00
- SkillUp TANF \$140,750.00
- SkillUp FNS \$53,100.00
- SkillUp Jobs League \$49,300.00

4. WIOA Performance Requirements

The Sub-recipient must meet at least 93.0% of each performance goal for WIOA AD, WIOA DW and WIOA Youth for program year 2024. This includes the following;

- Credential Attainment
- Measureable Skills Gain
- Median Earnings
- Quarter Two Employment
- Quarter Four Employment

5. Audit Requirements

If required the Sub-recipient shall have a single or program-specific audit conducted in accordance with provisions of 2 CFR Part 200, Subpart F, et al., audit requirements. The audit(s) shall be due to WDBSE no later than nine (9) months after their fiscal year end or within thirty (30) days of receipt, whichever is sooner.

(a) In accordance with the provisions of 2 CFR Part 200, Subpart F, et al., audit requirements, the Sub-recipient must consider all sources of federal awards, including federal resources received from WDBSE, in determining the federal awards expended in its fiscal year.

(b) In the event the Sub-recipient is required to obtain an audit pursuant to 2 CFR Part 200, Subpart F, et al., Audit Requirements, the Sub-recipient must submit the reporting package to the Federal Audit Clearinghouse (FAC) as required by 2 CFR 200.512, Report Submission and notify WDBSE upon acceptance by the FAC. The Sub-recipient shall notify WDBSE in the event the Sub-recipient is not required to obtain and submit a single audit.

(c) The Sub-recipient must cooperate with WDBSE in resolving questions that WDBSE may have concerning the auditor's report and plan for corrective action(s) pursuant to 2 CFR 200.521, Management Decisions.

(d) In the event of late audit submissions, WDBSE reserves the right to take immediate action, up to and including, placing Sub-recipient in "high risk status" or substantial violation and withholding monthly profit, until compliance is reached.

6. Training

The Sub-recipient shall be responsible for ensuring all staff performing duties under this agreement participate in training relevant to the programs and job functions they perform. It is the responsibility of the Sub-recipient to provide training, on-going technical assistance, and maintain documentation of training/technical assistance. The Sub-recipient shall comply with the following staff training requirements:

a) The Sub-recipient agrees to send new financial staff to WDBSE sponsored financial training within thirty (30) calendar days of employment.

b) New staff will not receive access to the State's statewide electronic case management system until they have completed Technical Training.

c) If Sub-recipient does not meet program performance or has monitoring findings, the Sub-recipient shall ensure that all staff performing the duties or monitoring the program(s) in default are provided the level of training needed to ensure performance is met and/or findings are corrected.

7. Expenditure & Enrollment Requirements

Expenditure requirements are in accordance with the budget. The Sub-recipient assumes full liability for the actions of itself and recipients for all expenditures determined by OWD to be disallowed. The Sub-recipient further agrees to repay from non-federal sources all expenditures determined by OWD to be disallowed. The WDBSE will notify Sub-recipient within 30 days of invoice submission if such an event occurs.

Participant enrollment requirements for the time-period of 7/1/24-6/30/25 is as follows:

- WIOA AD & DW - 100 new participants based on 6/30/24 final enrollment numbers
- WIOA Youth - 60 new participants based on 6/30/24 final enrollment numbers
- SkillUp Jobs League 5-6 new participants (6/1/24-5/31/25)

8. Cancellation or Termination

WDBSE and Sub-recipient agree to the following cancellation provisions:

- a) WDBSE may cancel this agreement for noncompliance with any requirements of grants associated with this contract.
- b) If the Sub-recipient fails to perform under this agreement or fails to make sufficient progress to endanger performance, WDBSE will notify Sub-recipient with a Notice to Cure, and Sub-recipient will have thirty (30) business days to cure. If Sub-recipient fails, WDBSE may cancel this agreement, in whole or in part, upon thirty (30) calendar days' written notice to the Sub-recipient of its failure to cure. In the event of such cancellation, the Sub-recipient will be paid to the date of cancellation for such work as has been properly performed hereunder, as determined by WDBSE.
- c) Either party may, at their option, cancel this agreement without penalty upon thirty (30) calendar day written notice. In such an event, the Sub-recipient shall receive full payment for services reported in accordance with Chapter 8 prior to such termination. However, in no event should any said payment exceed the obligated amount for said services.
- (d) If any term, covenant, or condition of this agreement shall be determined judicially to be illegal, invalid, or unenforceable, the remaining terms, covenants, and conditions of this agreement are severable and shall not be affected thereby and each term, covenant, or condition of this agreement shall be valid and be enforced to the fullest extent permitted by law. In the event of any inconsistency between the terms and conditions of this agreement and other requirements which conflict with Federal guidance, the Federal terms and conditions shall take precedence.

9. Compliance

- a. The Sub-recipient must use its own documented procurement procedures with reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR 200.318, General Procurement Standards.
- b. The Sub-recipient assures that it shall expend funds provided by this agreement in accordance with compliance with grants associated with this contract.
- c. The Sub-recipient must maintain its own local policies and procedures as required by the local plan, the required written WDBSE policies, and uniform guidance as amended.
- d. The Sub-recipient must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards applicable to their organization as codified at 2 CRR Part 200, et al, and 2 CRT Part 2900, DOL exceptions to 2 CFT Part 200.
- e. The Sub-recipient is required to, hereby agree, and consent to use the statewide case management system in accordance with OWD policy herein incorporated

by reference. Further, all Sub-recipients are required to and hereby agree to and consent to collect and provide data regarding their services and clients in the manner, form and frequency prescribed by OWD.

- f. The Sub-recipient must register in the System for Awards Management (SAM) database at <https://sam.gov/Sam/>, and failure to maintain an active registration during the pendency of the annual agreement may result in withholding cash future agreements. In order to register in SAM, a valid Dun and Bradstreet Data Universal Numbering System (DUNS) Number is required. See <https://www.dnb.com>.

The following guidance pertains to WIOA funds only;

- g. Pursuant to 2 CFR 200.200(g), non-Federal entities may net earn or keep any profit resulting from Federal financial assistance, except as authorized by WIOA Section 121(d)(2)(B) for One- Stop Operator or service providers that are for-profit entities.
- h. Pursuant to 2 CFR 683.100 et. Seq., the Sub-recipient shall not expend funds provided under WIOA for those activities identified as prohibited.
- i. The Sub-recipient shall comply with confidentiality requirements of WIOA Section 116(i)(3), Performance Accountability System, Fiscal and Management Accountability Information Systems, Confidentiality, and 2 CFR 200.303(e), Internal Controls.
- j. The Sub-recipient shall not use funds received under WIOA to displace any currently employed employee or previously laid off employee from the same or substantially equivalent job in accordance with WIOA Section 181(b)(2)(A), Requirements and Restrictions, Labor Standards, Displacement, and Prohibition.
- k. The Sub-recipient shall not use funds received under WIOA to assist, promote, or deter union organizing in accordance with WIOA Section 181(b)(7), Requirements and Restrictions Labor Standards, No Impact on Union Organizing.
- l. Sub-recipients shall be monitored no less than annually and resolve monitoring findings received for funds under WIOA. A monitoring report must be issued to Sub-recipient annually. Such monitoring shall be done in accordance with WIOA Section 184(a)(4), Fiscal Controls; Sanctions, Establishment for Fiscal Controls by States, Monitoring, 2 CFR 200.329, Monitoring and Reporting Program Performance, and 2 CFR 200.332, Requirements for Pass-through Entities and additional requirements as issued by OWD including the Sub-State Monitoring Policy.
- m. No funds may be expended by an entity unless the entity agrees that in expending the funds it will comply with sections 8301 through 8303 of Title 41, United States Code (commonly known as the "Buy American Act"). See WIOA Section 502 - Buy American Requirements.
- n. Conferences are allowable if the conference is necessary and reasonable for the successful performance of the Award activities. All Conferences must be approved by WDBSE before attending.
- o. Sub recipients shall comply with the mileage reimbursement rate requirements of 2 CFR 200.475(a) and or their local policy. Reimbursements made for mileage must not be charged more than the maximum allowable mileage reimbursement rate found on www.gsa.gov/mileage.

- p. No funds provided under this agreement shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government. These prohibitions shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- q. The Sub-recipient must recognize and safeguard personally identifiable information (P I I) except where disclosure is allowed by prior written approval of the Award Officer or by court order. The Sub-recipient must meet the requirements in TEGL No. 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII), located at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.
- r. The Sub-recipient must ensure that no funds made available under a Federal Act may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 835(b) of the Homeland Security Act of 2002 (6 U.S.C. 395(b)) or any subsidiary of such an entity. Waivers to this regulation may be granted by the Secretary of Labor, if the Secretary determines that the waiver is required in the interest of national security.
- s. The Sub-recipient shall provide responses to monitoring issues within the time required by OWD or be subject to additional terms and conditions as allowed by uniform guidance up to and including withholding payments.
- t. To the extent allowed by law, the Sub-recipient shall proceed and save WDBSE and OWD herein harmless from any and all loss, claims, expenses, action, causes of actions, cost, damages, and obligations, final or otherwise, arising from any and all acts of the Sub-recipient, its agents, employees, licensees, WIOA participants, or invitees that result in injury to property or loss to WDBSE and OWD, arising from performance of this agreement, as those injuries, damages, or losses relate to any person, corporation, partnership, or any other entity.
- u. To the fullest extent not prohibited by law, the Sub-recipient shall indemnify and hold harmless the WDBSE, its officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to reasonable attorneys' fees) arising by reason of any act or failure to act, negligent or otherwise,

of the Sub-recipient, of anyone directly or indirectly employed by or otherwise working for the Sub-recipient, or of anyone for whose acts the Sub-recipient may be liable, in connection with the Award activities This provision does not, however, require Sub-recipient to indemnify, hold harmless, or defend the WDBSE from their own negligence. The indemnification set forth herein is a continuing obligation and survives the expiration or termination of this agreement. It is not necessary for a Party to incur expenses or make payment before enforcing a right of indemnity conferred by this agreement.

10. Compliance with Laws

By signing this agreement, the Sub-recipient ensures that they have read, understand and agree to follow all the laws listed in OWD Issuance WIOA Annual Agreement: Applicable Laws and Regulations. <https://jobs.mo.gov/dwdissuances>

11. Governing Law

This agreement shall be governed by the laws of the State of Missouri. Any and all legal actions that arise out of this agreement shall have exclusive venue and jurisdiction in the state courts of the State of Missouri.

Signatures of both parties

Educational Data Systems, Inc.
15300 Commerce Drive N, Suite 200
Dearborn, MI 48120



Sub-recipient Authorized Representative Signature

8/9/2024

Date

Kevin Schnieders

Printed Name

Workforce Development Board of Southeast Missouri
1021 Kingsway, Suite 1
Cape Girardeau, MO 63701
573-334-0990



President/COO Signature

8/8/2024

Date

Gretchen Morse

Printed Name