

LOCAL WORKFORCE INNOVATION AREA (LWIA) 15

CHIEF ELECTED OFFICIAL AND GRANT RECIPIENT/FISCAL AGENT AGREEMENT

This Agreement is entered into by the Chief Elected Officials (CEOs) of Local Workforce Innovation Area (LWIA) 15 and the United Workforce Development Board A.k.a. Career Link to be referred to as Career Link for the purpose of this document. The CEOs designate Career Link as the Grant Recipient/Fiscal Agent to act on their behalf pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA).

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

The purpose of this Agreement is for CEOs to articulate their expectations of their designated Grant Recipient/Fiscal Agent and for the designated Grant Recipient/Fiscal Agent to acknowledge and accept these expectations.

A. DELEGATION OF CEO AUTHORITY AND RESPONSIBILITIES

1. The CEOs delegate to Career Link the power and responsibility to enter into contracts, subcontracts, and other agreements, to receive, expend, and distribute funds, to develop and evaluate procedures for financial management, and to hire, organize, and train the staff needed to carry out their responsibilities.
2. Career Link agrees to accept on behalf of the CEOs all grant funds associated with Title IB of WIOA. This responsibility also includes funds available under the Trade Adjustment Act (TAA).
3. Career Link agrees to disburse WIOA funds for allowable workforce development activities on behalf of the CEOs. As required by law, these disbursements will occur at the direction of the local workforce development board of LWIA 15, provided that the purpose for the disbursement is allowable, authorized and documented.
4. The CEOs agree to reimburse Career Link for necessary and reasonable administrative costs for performing the duties of grant recipient/fiscal agent as reflected in an operating budget which Career Link shall submit to CEOs annually for approval.
5. Career Link acknowledges that no provision for profit is allowed and that any excess of revenue over its costs must be counted as program income, and spent in compliance with WIOA program income requirements. Career Link also acknowledges that interest earned on funds received under WIOA Title I must also be included in program income.

B. GENERAL CEO EXPECTATIONS FOR ADMINISTRATION

1. The CEOs expect Career Link to comply with Federal and State law, regulation and policy established for WIA programs.
2. The CEOs expect Career Link to comply with relevant circulars of the Office of Management and Budget. These include but are not limited to:
 - a. The uniform administrative requirements and costs principles of 2CFR 200 and the DOL Exceptions 2 CFR 2900, including the standards for financial management systems.
3. The CEOs expect Career Link to identify and acquire an accounting system that will meet all the fund accounting and reporting requirements for WIOA grant programs.
4. The CEOs expect Career Link to employ and train a sufficient number of qualified staff necessary to fulfill the duties of grant recipient/fiscal agent, subject to the limitations of an annual budget.
5. The CEOs expect Career Link to identify and train an Illinois Workforce Development System (IWDS) administrator who will administer the participant data management and reporting system.
6. The CEOs expect Career link to continuously review operational policies and to make recommendations to CEOs to streamline or improve administration of WIOA programs.
7. The CEOs expect Career Link to establish and manage an appropriate system for the award and administration of grants and contracts, including monitoring of grants and contracts.
8. The CEOs expect Career Link to enter into written grant agreements or contracts only as needed and when clear goals and obligations are established.
9. The CEOs expect Career Link to monitor the implementation of all grants and contracts, and to fulfill the requirement on local areas to conduct program and financial monitoring not less frequently than annually.
10. The CEOs expect Career Link to take prompt and appropriate corrective action upon becoming aware of any evidence of a violation of Federal or State WIOA rules or policies.
11. The CEOs expect Career Link to closely monitor the life of all grant funds to ensure they are used to the maximum amount allowed under WIOA and to avoid any loss of funds allocated to the local workforce development area.

PROCEDURAL EXPECTATIONS OF CEOs:

1. The CEOs expect Career Link to develop all required procedures for program planning, evaluation, and quality improvement systems on behalf of the CEOs.
2. The CEOs expect Career Link to develop a property control system that meets all Federal and State requirements and that provides for a full accounting of all property and equipment purchased with WIOA funds.

C. SERVICE EXPECTATIONS OF CEOs:

1. The CEOs expect Career link to remain an honest broker for service planning and resource allocation. The CEOs expect Career link decisions to be transparent and based on the good of participants and the service delivery system within the local workforce investment area as a whole.
2. The CEOs expect Career Link to assure continuity in participant services during the initial period of transition to its grant recipient/fiscal agent responsibilities.
3. The CEOs expect that Career Link shall not exclude any participant from program participation, deny any participant benefits, subject any participant to discrimination, or deny employment to any participant because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief.
4. The CEOs expect Career Link to organize and execute its grant recipient and fiscal agent responsibilities to assure the fair and equitable allocation of grant funds across all counties within the local workforce development area. Planning and resource allocation decisions shall be based on current labor market information, the number unemployed, the population of the various counties, and number of plant closings and mass layoffs, and the unique needs of the communities within each county. Career Link will make these determinations transparently and keep the CEOs informed about these planning and resource allocation decisions.

D. REPORTING EXPECTATIONS OF CEOs

1. The CEOs expect Career Link to provide the following information quarterly:
 - a. Reports and other documents that summarize the current financial conditions of all WIOA grants awarded to LWIA 15, including income, expenditures, fund balances, comparison to approved budget and other financial metrics the CEOs may identify in conjunction with the execution of their responsibilities under this Agreement.
 - b. Reports and other documents that summarize current program performance in LWIA 15 against the negotiated performance standards required under WIOA, including whether the local area is meeting, exceeding or failing to meet each performance standard.
 - c. Reports and documents that summarize known compliance issues or concerns along with an explanation of any out-of-compliance notices received for any program for which the CEOs retain ultimate responsibility.
2. The CEOs expect Career Link to meet with the CEO Consortium on a regular basis to review reports and address CEO questions or concerns. These meetings shall be held on a quarterly basis.

E. SEPARATION OF DUTIES:

1. The CEOs expect Career Link to provide for or arrange staff support to the Local Workforce Innovation Board of Area 15 under the “consortium” staffing model. Under this model, the responsibility for providing staff support to the Local Workforce Innovation Board of LWIA 15 is shared among at least four of the required Illinois Work Net partners.

F. CEO EXPECTATIONS ABOUT LIABILITY

1. The CEOs will hold Career Link accountable for all occurrences of expenditures or costs that violate WIOA requirements. This includes disallowed costs resulting from Career Link’s failure to apply or properly interpret WIOA requirements, negligence, Career Link’s failure to follow accepted standards of financial management or other failure to safeguard WIOA funds on behalf of CEOs. CEOs agree that all agreements or contracts with service providers shall include provisions that require the service provider to be responsible for disallowed costs resulting from the service provider’s known failure to apply or properly interpret WIOA requirements, gross negligence, the service provider’s failure to follow accepted standards of financial management or other failure to safeguard WIOA funds on behalf of CEOs.

G. OTHER EXPECTATIONS OF CEOs

1. The expectations identified in this Agreement are not comprehensive nor intended to be. Instead, they establish a baseline set of expectations to guide Career Link in its role as grant recipient and fiscal agent.
2. The CEOs expect to work in partnership with Career Link to safeguard WIOA funds and to assure that the funds available in LWIA 15 are used for the maximum benefit of citizens in the eight counties.
3. The CEOs will provide leadership and guidance to the local workforce development board of LWIA 15 and expect the full cooperation of the local workforce development board of LWIA 15 with the CEOs and Career Link. If the local workforce development board of LWIA 15 fails to cooperate or fails to act in a way beneficial to the successful operation of services or programs under the control of the CEOs, the CEOs will take appropriate action to require the cooperation of the local workforce development board of LWIA 15, up to and including the appointment of new members to the local workforce development board of LWIA 15.

H. Effective Date

This agreement shall become effective on July 1, 2017 and continue from year-to-year unless either the CEOs or Career Link initiate steps to terminate it. If either the CEOs or Career Link plans to terminate this Agreement, a minimum of 60 days’ notice in writing shall be given to the other as to this intent.

I. SIGNATURES

Robert L. "Bob" Bucker

For Fulton County

Amy Kirsch

For Marshall County

Kenneth Walker

For Mason County

John McIntosh

For McLean County

Joe [Signature]

For Peoria County

LeAnn Magnusson

For Stark County

[Signature]

For Tazewell County

[Signature]

For Woodford County

Stan Martin

Executive Director, United Workforce Development Board A.k.a. Career Link

I. SIGNATURES

For Fulton County

For Marshall County

For Mason County

For McLean County

For Peoria County

Alan Curry
For Stark County

For Tazewell County

For Woodford County

Executive Director, United Workforce Development Board A.k.a. Career Link