

ANNUAL CONTRACT AGREEMENT

Authorization: **Workforce Innovation and Opportunity Act of 2014**

Workforce Investment Region: **Southeast Region**

Contract Number: **FY22MERSPY21**

Contractor: **Workforce Development Board of Southeast Missouri
1021 Kingsway, Suite 1
Cape Girardeau, MO 63701
(573) 334-0990**

Subcontractor: **MERS/Missouri Goodwill Ind., Inc
1727 Locust
ST. Louis, MO. 63103**

Contact: **Mark Arens
V.P/Chief of Program Services**

- d) In the event MERS cannot or elect to not provide the services for the full contract period, a 90 day notice must be given to WDB. MERS would grant the ability to negotiate a quicker transition date if it benefitted both parties.
 - e) If there is a change in One Stop Operator staffing, MERS have 30 days to refill the position or appoint an interim to ensure key aspects of the position are satisfied.
9. Any changes in the Scope of Work under this Annual Contract shall be made by written amendment and signed by all parties.
10. MERS agrees to comply with the provisions of the Assurances, which is attached hereto and incorporated herein. The WDB shall have the authority to require MERS to take corrective and/or remedial action if MERS violates the nondiscrimination and equal opportunity provisions. If MERS fails to take the required action, the WDB shall have the authority to impose such sanctions as are necessary to end the discrimination.
11. MERS may transfer funds between categories of the budget only with the written approval of the WDB.
12. MERS shall abide by the WDB's procurement policy when making purchases with funds provided under this contract.
13. The WDB, the Department of Higher Education and Workforce Development (DHEDW), the State Auditor's Office, the U. S. Department of Labor, the General Accounting Office, and any of these agencies' designated representatives shall have the right to monitor all activities and review all records, reports, correspondence, files or other such documentation for which funds have been provided under this Annual Contract. Quarterly monitoring may be implemented, with reports issued annually, through the use of internal evaluation procedures, the examination of program data, special analysis, on-site checking, or any other procedure the WDB and the above-mentioned agencies deem necessary and appropriate in accordance with WIOA Section 184(a)(4), Fiscal Controls; Sanctions, Establishment of 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.
14. MERS shall retain all records, financial or otherwise, for at least a period of three years, or in the case of litigation, audit, or other claims, until such time as all have been finally resolved.
15. MERS agrees to assume liabilities for errors and omissions and fraud and abuse as a result of duties performed under this Annual Contract.
16. MERS understands and agrees that the dollar amount contracted under this agreement is a ceiling amount to be used for current program year activities, that this contract may be amended at any time by written modifications signed by all parties, and further agrees that as programs progress and it becomes obvious that dollar needs for current program activities will be less than budgeted or planned, excess funds will be returned to the WDB for deobligation and reobligation. The dollar amount agreed to is subject to the availability of funding.
17. MERS agrees to have an annual audit according to the requirements of OMB Circular A-133 and the Single Audit Act (SAA) Amendment of 1996, of its accounting system and to provide two (2) copies of the completed audit to the WDB. Audits must be submitted to WDB within 30 days after the receipt of the auditor's report or no later than nine months after the end of the contracting agency's fiscal year. Audits must be conducted as required by Government Auditing Standards issued by the Comptroller General of the United States by a Certified Public Accountant who has received credit for 80 hours of continuing education, 24 of which were in governmental accounting, within the past two years. The accounting firm conducting the audit must also have had a Quality Review.

18. MERS shall not assign this Annual Contract or any part thereof, including funds, without the written consent of the WDB. In no case shall such consent, if made by the WDB, relieve MERS from the obligation under, or change the terms of, the Annual Contract.
19. MERS shall comply with Training and Employment Guidance Letter (TEGL) No. 3-15 issued July 1, 2015. TEGL 3-15 transmits procedures to be used by all Employment and Training Administration (ETA) grant recipients for reporting allegations of fraud, program abuse or criminal conduct involving grantees or other entities and subrecipients receiving Federal funds either directly or indirectly from ETA. MERS must also report such information and complaints to the DHEWD and the local Workforce Development Board (WDB), if applicable, at the same time any report is made.
20. Renewal: After two successful renewals with MERS, this contract must be released via Request for Proposal in summer 2022.

Tammy Tankersley



Mark Arens

President/COO
Workforce Development Board

V.P./Chief of Program Services
MERS/Missouri Goodwill Ind., Inc

Date

Date