

## **WESTERN ARKANSAS WORKFORCE DEVELOPMENT BOARD**

### **One-Stop Operator Agreement**

This One-Stop Operator Agreement (Agreement) is effective the first day of January 2020, 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; and,
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 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 will commence on January 1, 2020 and shall remain in full force and effect until June 30, 2021 or until the WAWDB withdraws their agreement. This Agreement may be renewed and extended, at the option of the WAWDB, for 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 one and one-half (1 ½) year period of January 1, 2020 through June 30, 2021, 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*

<b>Budget item</b>	<b>Amount basis</b>	<b>Costs</b>
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
<b>Total proposed</b>	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.

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 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.

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

Termination for Convenience: 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:

1. The WAWDB  
Dennis Williamson  
1109 S 16<sup>th</sup> St, Fort Smith, AR 72901  
[dwilliamson@wapdd.org](mailto:dwilliamson@wapdd.org)  
479-785-2651
2. Odle Management Group, LLC  
Lisa Odle  
9937 E Bell Rd, Scottsdale, AZ 85260  
[odle.lisa@odlellc.com](mailto:odle.lisa@odlellc.com)  
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

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 Nesbit  
Board Chair  
WAWDB

12/30/19  
Date

  
\_\_\_\_\_  
Lisa Odle  
President & CEO  
ODLE

12/30/19  
Date

  
\_\_\_\_\_  
Dennis Williamson II  
Administrator  
Western Arkansas Planning & Development District

12/30/19  
Date

## Attachment A

Period of performance – January 1, 2020 through June 30, 2121

Performance expectations – One-Stop Operator

Projected cumulative levels	End 3/31/20	End 6/30/20	End 9/30/20	End 12/31/20	End 3/31/21	End 6/30/21
Conduct partner meetings throughout the region	1	2	3	4	5	6
Number of customer service surveys	90	180	270	360	450	540
Contacts to CBO	3	6	9	12	15	18
Develop new partnerships	2	4	6	8	10	12
New efficiencies in workforce center	1	2	3	4	5	6
Maintain effective relationships with partners	X	X	X	X	X	X
Improve business service offerings	X	X	X	X	X	X

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