



WORKFORCE DEVELOPMENT BOARD SDA-83, INC.

ONE-STOP OPERATOR AGREEMENT

The One-Stop Operator Agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this agreement. The Agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the One-Stop Operator Services addressed in this Agreement, whether oral or written. The parties to this Agreement are; Workforce Development Board SDA-83, Inc. and ABG Professional Development Solutions, hereinafter referred to jointly as WDB-83, and its One-Stop Operator.

The contract consists of ten (10) pages of information and two (2) exhibits. (Exhibit A: One-Stop Operator Budget and Exhibit B: Assurances and Certifications from Request for Proposal).

Name of Contractor:	ABG Professional Development Solutions
Purpose of Agreement:	WIOA One-Stop Operator Services
Agreement Period:	July 1, 2021 to June 30, 2022
Terms of Contract:	The term of this contract shall be for twelve (12) months, renewable annually for three (3) additional years. <ul style="list-style-type: none">• Optional Renewal One: July 1, 2022 – June 30, 2023• Optional Renewal Two: July 1, 2023 – June 30, 2024• Optional Renewal Three: July 1 2024 -June 30, 2025.
Contract Amount:	\$40,000

I. **PURPOSE OF AGREEMENT:**

It is the purpose of this agreement to specify the role and responsibilities of the One-Stop Operator as they relate to implementing, managing and operating the One-Stop system in Local Workforce Area 83 under the Workforce Innovation and Opportunity Act. The designation of the One-Stop Operator has been agreed upon by the WDB-83 and the local Chief Elected Official.

II. **ONE-STOP OPERATOR ROLE AND FUNCTION (Scope of Work):**

The role of the One-Stop Operator is equivalent to a managing partner. In this role, the Operator will be responsible for ensuring a seamless delivery of services from all required One-Stop partners. Certain workforce services are integrated into the framework of the One-Stop service delivery system and are provided through partner agencies under various funding sources. This workforce system is characterized by three critical hallmarks of excellence:

- The needs of business and workers drive workforce solutions;

- One-Stop Centers (or American Job Centers) provide excellent customer service to jobseekers and employers and focus on continuous improvement; and
- The workforce system supports strong regional economies and plays an active role in community and workforce development.

The Operator is the point of contact regarding issues that are substantive to the partners regarding operations in WDB-83 comprehensive career centers and affiliate sites.

Within that role, the One-Stop Operator is responsible for ensuring that the integrated service delivery system at the one-stop centers support policies related to oversight and implementation of the One-Stop delivery system as stated in the Partner Memorandum of Understanding Agreement (Partner MOU). Additionally, the One-Stop Operator shall utilize the WDB-83 staff as the primary structure within which operational issues are identified, referred, and/or resolved.

Core Partners include:

- WIOA Title I – Adult, Youth and Dislocated Worker Formula Program Services
- Adult Education and Literacy
- Vocational Rehabilitation Services (LRS)
- Wagner Peyser Employment Services
- Temporary Assistance for Needy Families

Required Stakeholders include:

- Veteran Representatives
- Career and Technical Education (Perkins Act)
- Community Service Block Grant
- HUD Employment Training Programs
- National Farmworker Job Program
- Trade Adjustment Assistant Programs
- Senior Community Service Employment Program
- Job Corps
- Unemployment Compensation Programs

Other Relevant Stakeholders include:

- Libraries
- Local business representatives, including Chambers of Commerce and economic development entities
- Vocational and secondary schools

The One-Stop Operator roles and responsibilities include but are not limited to the following:

- Performing the specific responsibilities designated by the WDB-83 in carrying out the Local Plan and One-Stop service delivery initiatives.

- Working with required partners within a One-Stop center and/or system to function as a team to implement a fully integrated, system-wide service delivery model.
- Collaborate with partners to benefit a range of jobseekers and workers, particularly those needing skill development opportunities to successfully attain their immediate and long-range employment goals.
- Ensure that the One-Stop center and affiliate partner staff and management share a common knowledge of the One-Stop system, labor market, service providers, and partner programs, in addition to having expertise in the programs they operate. (Cross Training).
- Contribute to collective accountability for achieving system outcomes, in addition to an individual partner's program outcomes.
- Ensure universal access for job seekers, workers and employers.
- Serve as the liaison with WDB-83 and its partners on various initiatives and providing reports and updates to the WDB-83 at its quarterly meetings regarding MOU deliverables (MOU Addendum), performance measures and system performance and results, as well as an update on partner relationships.
- Market the One-Stop and its services.
- Recruit additional partners.
- Facilitate the sharing and maintenance of data.
- Create continuous improvement methods reflective of the One-Stop delivery system as envisioned in ETA's Training and Employment Guidance Letter (TEGL) 4-15.
- Maintain the resource guide.
- Assure compliance with State and local WDB certification criteria which is essential for receipt of infrastructure funding.

Recognizing the natural intersection of policy and oversight responsibilities that are associated with the role, the Operator is expected to use a consensus decision-making model, thereby ensuring that the needs and interest of the workforce development area are being met, and also ensuring compliance with all laws, regulations, and policies that govern the workforce development system.

III. PROGRAM PERFORMANCE OBJECTIVES

Contract Deliverables	Measurable
A. Core and Required Partner Meetings (Roundtables), Scheduled, Facilitated	<ul style="list-style-type: none"> • No less than 4 per year • Meeting notes published to the meeting partners and WDB Director. Include any deliverables, next steps and individual assignments which the Contractor tracks (including noting

	when items are due, responsible party, etc.
B. Managing One-Stop Partner, MOU Agreements and tracking responsibilities as agreed upon in the MOU.	<ul style="list-style-type: none"> Develop, and keep updated, monitoring chart of partner responsibilities and resource sharing agreements which includes which partner is responsible, when items are to be completed, and what is completed. Published to partners and WDB Director.
C. Use of referral process and completion of any/all revisions/updates as necessary and/or required.	<ul style="list-style-type: none"> Ensure partners are using referral process and complete any updates which are approved by the WDB Director. Facilitate the utilization of online version of the universal referral process including Unite LA.
D. Cross Training of Service Delivery System Staff	<ul style="list-style-type: none"> Develop and implement a cross training plan after approval of plan by WDB Director, Integrated Service Delivery Guide between partners will be developed and kept current/updated
E. Performance Measures	<ul style="list-style-type: none"> Work with the WDB-83 Quality Assurance Officer to assist the WDB with developing systems to access center performance data
F. Facilitate sharing of best practices/Continual Improvement.	<ul style="list-style-type: none"> Collect and maintain One-Stop Delivery system "success stories" for presentation to WDB and to partner agencies for system outreach. Create a Continuous Improvement Plan to measure customer satisfaction as it relates to specific services and overall experiences.
G. Comprehensive Resource Guide	<ul style="list-style-type: none"> Maintain a Regional/Local Resource Guide to be used to identify community services to address barriers and meet customer needs. (Unite Louisiana)

A. Partner Roundtables:

Operator will create and host "Core and Required Partner Roundtables" for mandatory and strategic partner agencies. The Roundtables will provide a forum to learn best practices in workforce development and allow partners to network on a regular basis and share information about each other's services. Each Roundtable will have a focused topic such as customer-centered design, career pathways planning, sector-based partnerships, or serving special populations. Roundtables will also provide a platform to host community presentations on education, training and

economic mobility programs. Roundtables will generate interest in the community and foster collaborative relationships among partners to help shared clients reach their career goals.

B. Managing One-Stop Partner MOU Agreements:

Operator will ensure partner organizations adhere to the terms and conditions of the Partner MOU agreements providing infrastructure and operations contributions, as determined in the WIOA legislation.

C. Aligning Referrals Between Partners

The Operator will monitor the active referral network system to assist partners in aligning active referrals. The universal referral process is the mechanism for partner referrals as referenced in the MOU. This includes the facilitation of sharing and maintenance of data.

D. Cross Training of Service Delivery System Staff:

The Operator will work with partners to ensure that Center and Affiliate partner staff and management share a common knowledge of the local workforce system, labor market, service providers, and partner programs, in addition to having expertise in the programs they operate.

The Operator will also facilitate collective accountability of each partner for achieving system outcomes as well as individual partner program's outcomes.

E. Performance Measures:

Operator will work with partners to obtain access to relevant performance tracking tools and/or to develop agreements with partners to obtain performance data on a regular basis in order to be able to develop system-wide performance reports. These reports will be used as a tool for the Operator to assist the partners with making system adjustments as needed, that will help each partner meet its funding-source required goals, including, but not limited to WDB meeting WIOA goals. Reports should be standardized and may include detail data by aggregating existing HIRE reports to track quarterly progress. registrations cumulative for each quarter for the PY.

PERFORMANCE MEASURE	Adult	DW	Youth
Entered Employment Rate 2 nd Qtr. after Exit	76.1%	75.0%	68.4%
Entered employment Rate 4 th Qtr. After Exit	70.0%	67.2%	68.2%
Median Earnings 2 nd Qtr. After Exit	\$5,777	\$6,750	\$3,319
Credential Attainment Rate	75.0%	73.0%	48.0%
Measurable Skill Gains	73.8%	78.8%	67.8%

F. Facilitate Continuous Improvement:

The Operator will develop continuous improvement recommendations for the overall service delivery system, customer satisfaction (both business and job seeker) and increasing access to services per the Partner MOU. Continual Improvement System plan will be developed by Operator and approved by the WDB-83 Director and Program Director. This plan should include tools for evaluating customer service satisfaction. (TEGL 4-15)

The Operator will work with mandatory partners to gather and report customer success stories relating to their ability to advance their careers through the integrated One-Stop service delivery system one month prior to each full WDB meeting or upon request.

G. Comprehensive Resource Guide:

The Operator will maintain a Comprehensive Resource Guide to be utilized by the workforce delivery system partners to quickly identify regional resources to assist One-Stop customers in obtaining the assistance they need for successful career development.

IV. WORKFORCE SERVICES BRANDING

Operator will follow WDB-83 branding procedures and policies using the WDB-83 brand name. Contractor will use the marketing tools and supplies provided by the Workforce Development Board. Contractor will incorporate branding efforts as outlined in the WDB Workforce Partners, Memorandum of Understanding (MOU).

Contractor staff, while conducting workforce services business to the public, shall represent themselves exclusively as Workforce Development Board 83 One-Stop Operator staff.

The Contractor will be responsible for the oversight and enforcement of unifying name and brand of American Job Centers Network.

V. LIMITATIONS/FIREWALLS

The Operator will not perform or function in the following capacity:

- a) Develop, manage, or conduct the competition or procurement in which it intends to compete.
- b) Evaluate performance of any of the service providers. Distinction is made between evaluating and reporting the performance to the board as referenced above.
- c) Conduct oversight and/or monitor the performance of any of the service providers.

The Operator shall recuse himself/herself from any and all decision making over the evaluation and oversight of service provider performance and monitoring of services. [20CFR 678.625; 20CFR 679.430]

VI. CONTRACT COMPLIANCE MONITORING

Contract compliance monitoring will be conducted by the WDB-83 to determine if management, administration, and implementation of all the terms and conditions of this Contract are being performed in a manner satisfactory to the WDB-83. Monitoring will occur at least once per program year and monitoring reports will be provided to the Operator. In the event that the WDB-83 determines the Operator's performance to be unsatisfactory, the WDB-83 may act in its own best interest including, but not limited to: requiring corrective action within specific time frames; withholding payments; disallowing inappropriate claims, payments, or costs; terminating or suspending this contract

VII. FISCAL PROVISIONS

This Contract is based on a cost reimbursement method of payment. The term of the contract is July 1, 2021 to June 30, 2022. The WDB-83 shall reimburse the Operator for its actual, reasonable, necessary, and allowable costs incurred for services rendered under the term of this contract. Total authorized payments under this Contract shall not exceed \$40,000 as set forth in the line-item budget (Exhibit A).

Contractor shall submit invoices claims on a monthly basis using forms and instructions provided by the WDB-83. Fiscal claims shall be received by the WDB no later than 30 days following the end of each month.

A budget modification must be requested in writing by the Contractor and must be approved by the WDB Director for an adjustment of amounts over 20% between personnel and operation cost category. Final budget modification requests must be received by May 15, 2022 and have prior approval by WDB Director. Any budget modifications made shall not increase the total amount of the contract funds.

WDB-83 shall have the right to disapprove any expenditure made by the contractor that is not in accordance with the terms of the contract and adjust payments accordingly.

Fiscal records must provide a clear audit trail. All supporting documentation in the Operator's files shall be annotated with a Cost Plan line-item reference.

Operator shall make a reasonable and good faith effort to meet or exceed the contract goals. If all payments under this contract are earned prior to the contract's end date, the Operator shall nonetheless continue to devote full effort to providing services as outlined in the Scope of Work.

Payments shall be made for the performance of services and duties as described in the Scope of Work and subject to all other provisions of this contract.

IV. WDB-83 RESPONSIBILITIES:

The WDB-83 will exercise its leadership and oversight role of the One-Stop delivery system by formalizing a reporting mechanism by which the Operator will report their progress on meeting expectations and deliverables.

1. Communicate to Operator any concerns about costs exceeding estimated budget or budget line-item amounts and agree upon follow-up actions.
2. Approve and process claims submitted by Operator.
3. Review and approve revisions to the budget, as needed.
4. Identify any issues or concerns on contract performance and bring them to the Operator's attention.
5. Provide access to HIRE reports.
6. Notify Operator of available resources and training opportunities from Louisiana Workforce Commission, USDOL, on HIRE or other resources.
7. Provide technical assistance to Contractor as deemed appropriate by WDB-83.

V. 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 the efforts they have made to resolve it and submit the documentation to the WDB-83 Executive Committee. They will issue a written recommendation for resolving the issue. In the event the recommendation from WDB-83 Executive Committee does not resolve the dispute, the documentation of the issue and the efforts made to resolve will be referred to the Governor, or his/her appointed representative.

VI. AMENDMENT

This Agreement may be amended at any time by the written, signed consent of the parties.

VII. SEVERABILITY

Should any part of this Agreement be invalidated or otherwise rendered null and void, the remainder of the Agreement shall remain in full force and effect.

VIII. TERMINATION

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

Termination for Cause: The WDB-83 may terminate the agreement if, after following the provision set forth in the Agreement, it determines that the One-Stop Operator has failed in the performance of the covenants and obligations of the agreement. The WDB-83 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 30-day period from the date of the letter.



IX. EQUAL OPPORTUNITY

During and in relation to the performance of this Agreement, the Operator shall comply fully with the requirements of the nondiscrimination and equal opportunity provision of the following laws, as applicable:

- Section 188 of the Workforce Innovations and Opportunity Act as amended
- Title VI and Title VII of the Civil Rights Act of 1964, as amended,
- The Equal Employment Opportunity Act of 1972, as amended.
- The Nontraditional Employment for Women Act of 1991, as amended,
- Federal Executive Order 11246,
- Section 504 of the Rehabilitation Act of 1973, as amended,
- The Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended,
- Americans with Disabilities act of 1990, as amended,
- The Fair Housing act of 1975, as amended,
- Title IX of the Education Amendments of 1968, as amended
- All applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37.

X. AUTHORITY

The undersigned officials are authorized to execute this Agreement on behalf of the parties. The undersigned entities bind themselves to the performance of the Agreement. It is understood that this Agreement becomes effective until executed by both parties involved.

 7/20/2021  7/20/21
Date Date

Alberta Brown Green, CEO
ABG Professional Development Solutions

Steve Henderson, Chairman
Workforce Development Board 83

One-Stop Operator Budget

Summary of Line Item Costs	WIOA Funds	Proposer Contributions (Not Required)	Total Costs
Personnel – Salaries (list positions)			
a) One Stop Operator	\$40,000.00		\$40,000.00
b)			
Personnel – Fringe (list each fringe benefit separately)			
a) N/A			
b)			
c)			
d)			
e)			
Travel N/A			
Telephone N/A			
Supplies N/A			
Other (list each item separately)			
a)			
b)			
c)			
Administrative, if applicable (Please list) *			
a)			
b)			
c)			
TOTAL COSTS	\$40,000.00	\$	\$40,000.00

*Must be explained in Budget Narrative, should not exceed 3% of total costs.

BUDGET NARRATIVE

Describe and provide justification for each proposed expense on the Budget: Summary of Line Item Costs. All expenditures must be necessary, allowable, and reasonable. Add one additional page if necessary.

Summary of Line Item Costs	WIOA Funds
Personnel — Salaries (list positions)	
a) The One-Stop Operator Contract Salary - \$40,000 Contractual (\$3,333.33/mo. X 12 mo. = \$40,000). The One-Stop Operator is the overseer of all policies, procedures and functions of service for the Center. The Operator represents the center to the public and the Workforce Development Board SDA-83, and is responsible for all partner MOUs, continuous improvement and partner integrated services policy development.	\$40,000.00
Personnel — Fringe (list each fringe benefit separately)	
Travel	
Supplies	
Other (list each item separately)	
Administrative, if applicable (Please list) *	
TOTAL COSTS	\$40,000.00

ASSURANCES AND CERTIFICATIONS

The following assurances and certifications will be made a part of any resulting contract from this solicitation and Respondents must agree to each item below.

1. The individual signing this proposal is authorized to submit the proposal on behalf of the agency/organization
2. The Contractor assures and certifies that services funded through a contract WDB shall be administered in full compliance with applicable federal, state and local laws, regulations and policies. These include, but are not limited to:
 - maintaining records that accurately reflect actual performance
 - maintaining record confidentiality, as required
 - reporting financial, participant, and performance data, as required
 - complying with Federal and State non-discrimination provisions
 - meeting requirements of Section 504 of the Rehabilitation Act of 1973
 - meeting applicable labor laws, including the Child Labor Law standard
3. The Contractor shall establish and maintain an auditable financial system, in accordance with recognized accounting practices, with the Act and Regulations, and with State and local requirements on fiscal and programmatic reports.
4. The Contractor must be able to demonstrate that they are fiscally solvent.
5. The Contractor certifies that it will provide a drug-free workplace, as required by Federal law.
6. Any representative/agent of the WDB who participates in the expenditure of WIOA funds shall perform his/her duties in a manner consistent with their obligations to the WDB and in accordance with sound business practices. In complying with these requirements, representatives/agents shall refrain from:
 - a. Solicitation or acceptance of gratuities, favors, or anything of monetary value, from contractors, potential contractors, or parties to sub-agreements.
 - b. Participation in awards or administration of contracts to firms in which the member, officer, staff or representatives/agent or his/her immediate family has a financial or other interest.
 - c. Any representative/agent, who is a paid consultant, or who has a relative who is a paid consultant (as defined in A.R.S. 38-502) for any provider which currently transacts business with the WDB is prohibited from participating in a decision process which may lead to the award of a contract involving such firm.

ABG Professional Development Solutions
Name of Applicant Organization

Alberta B. Green 7/20/21
Authorized Signature/Date

CEO, Alberta B. Green
Name and Title of Authorized Representative

CERTIFICATION REGARDING DEBARMENT/SUSPENSION

This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (A) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (B) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (C) Are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (D) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ABG Professional Development Solutions
Name of Applicant Organization

Alberta B. Green 7/20/2021
Authorized Signature/Date

Alberta B. Green, CEO
Name and Title of Authorized Representative

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and believe that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employer of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions,
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loan, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ADG Professional Development Solutions
Name of Applicant Organization

Albata B. Green 7/20/2021
Authorized Signature/Date

Albata B. Green, CEO
Name and Title of Authorized Representative