



---

## One-Stop Operator Agreement

The following contract between the Workforce Investment Board of the Southwest Region, Inc. (herein referred to as WIB) and Eckerd Connects describes responsibility of One-Stop Operator.

This agreement between the WIB and Eckerd Connects establishes the framework for the Missouri Job Centers for the Southwest Workforce Development Area. In addition to the comprehensive site at the Joplin Missouri Job Center, the WIB's operational plan calls for the affiliate job center at Monett.

The Sub-recipient shall implement, and maintain services and/or Job Center programs consistent with WIOA regulations, DWD State Plan, the SW WIB One-Stop MOU, and policy and procedures.

The following is in accordance with **20 CFR Part 678, Subpart D; 34 CFR 361.600 Through 361.635; 34 CFR 463.600 Through 463.635.**

The One-Stop Operator's primary role is to coordinate the service delivery of required One-Stop Partners and service providers. (a) Section 121(b)(1)(B) of WIOA identifies the entities that are required partners in the local one-stop systems. (b) The required partners are the entities responsible for administering the following programs and activities in the local area:

(1) Programs authorized under title I of WIOA, including:

- (i) Adults;
- (ii) Dislocated workers;
- (iii) Youth;
- (iv) Job Corps;
- (v) Youth Build;
- (vi) Native American programs; and
- (vii) Migrant and seasonal farmworker programs;

(2) Employment services authorized under the Wagner-Peyser Act (29 U.S.C. 49 *et seq.*);

(3) Adult education and literacy activities authorized under title II of WIOA;

(4) The Vocational Rehabilitation program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 *et seq.*);

(5) The Senior Community Service Employment Program authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 *et seq.*);

(6) Career and technical education programs at the post-secondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 *et seq.*);

(7) Trade Adjustment Assistance activities authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 *et seq.*);

- (8) Jobs for Veterans State Grants programs authorized under chapter 41 of title 38, U.S.C.;
- (9) Employment and training activities carried out under the Community Services Block Grant (42 U.S.C. 9901 *et seq.*);
- (10) Employment and training activities carried out by the Department of Housing and Urban Development;
- (11) Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law);
- (12) Programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532); and
- (13) Temporary Assistance for Needy Families (TANF) authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 *et seq.*), unless exempted by the Governor under § 678.405(b).

### **Partner Collaboration**

- Collaborate with the One-Stop's partners to bring integrated and additional services to the One-Stop Center(s).
- Improve customer access to One-Stop partner services through implementing a common intake, common application, common case management and referral process as required under WIOA and implemented by the State. Strive to streamline services and minimize duplication.
- Engage other WIOA partners in developing new policy and procedures that impact how services are delivered in the Job Centers.
  - Attend Business Services meetings.
  - Plans and facilitates quarterly WIOA Regional Workforce Partner meetings and reports activity to Board.
- Build relationships with local partners and complementary agencies to establish public relations.
- Establish and maintain key relationships with workforce system partners.

### **Management of the operation of the One-Stop Centers**

- Oversee day-to-day service delivery at Job Centers, *excluding personnel and disciplinary functions.*
- Provides constructive feedback to the Center staff regarding their duties;
- Coordinates vacations/unscheduled absences with the employer of record to ensure Center customer coverage;
- Provides input regarding employee performance to formal supervisors;
- Notifies formal supervisors immediately of any leave requests or unexcused absences, disciplinary needs, changes in employee status (resignations, etc.);
- Identifies Center staffing need.
- Enforces One-Stop Center facility standards with respect to attendance, dress code, and customer service.
- Plans and moderates weekly Job Center staff meetings and training events for staff and partners.
- Ensure that all staff are sufficiently trained in WIOA operational policies, procedures and resources available (self assessments, customer tools, the use of specific USDOL workforce development/one-stop service Internet tools (e.g. Americas Career Net Tool, Americas Service Locator, ONET).
- Update and keep current information posted in all areas of the Job Centers.
- Manage/update Job Seeker Computers.
- Must spend a minimum of one day a week at each non-comprehensive site.
- Provide staff, in each Job Center office, access to both hard and electronic copies of all policies and procedures developed.

### **Primary Provider of Services within the Region (678.620)**

- Manage technological resources such as websites, case management information (TB Access) on-line testing and training sites.
- Manage partner responsibilities as defined in MOU.
- Manage services for businesses as it relates to Job Center Facilities.
- Provision of basic services such as orientations, information on careers and labor markets, and resource rooms.
- Follow federal and state regulations pertaining to handling of EEO responsibilities customer complaints, and physical and programmatic accessibility.
- Achieve contracted performance measures and deliverables established by WIB
- Reporting to Board on operations, performance accountability and continuous improvement.
- Implement Fee for Service Activities
- Outreach and Recruitment of customers and voluntary partners.
- Membership and/or participation with local associations and work-groups.
- Convene weekly meetings of key Job Center supervisors.
- Produces monthly narrative with trends on customers served.
- Ensure that all newly developed policies and procedures are shared with all staff within 5 days of the policy/procedure effective date.
- Increase and implement Customer Workshops in all Job Centers.
- Coordinating Testing and Workshops

### **Continuous Improvement**

- Seek and implement access points to make WIOA career services accessible to residents in community centers, libraries, and with community-based organizations.
- Provide monthly reports to the WIB on services and performance.
- Ensure on-going improvement of One-Stop Center(s) services. Improvement should focus on but is not limited to program utilization, performance outcomes, customer satisfaction, and cost effectiveness. Report improvement in the report to WIB.
- To assist customers in making informed customer choice in the selection of service providers for training.
- To refer customers to other services when the customer is not eligible for participation in WIOA activities.
- To provide information on the full array of applicable or appropriate services that are available through the local Region office, other eligible providers or One-Stop Partners.
- To adhere at all times to the Priority of Service policy and procedures established by the SW Region.
- The Sub-recipient must be willing to maintain maximum staff flexibility to allow for the mobilization of appropriate staff to meet new and/or unexpected service delivery demands within the state.
- Planning for successful performance outcomes.
- Ensure a signed confidentiality form is included in the personnel file of each WIOA-funded staff person.
- Agree to strive for high quality standards of service for customers, employees, and partners of the system.
  - All customers will receive prompt and courteous service from the staff.
  - All customers will receive the services designed to assist with achieving their educational and/or job placement goals.
  - All employees can expect to work in a safe and professional environment.
  - All employees can expect to receive the best tools to achieve the desired outcome for their customers.

### **Marketing /Outreach**

- Coordinate any publicity and other promotional activities specific to WIOA activities with WIB, who shall be informed in advance of any promotional plans.
- Clearly state that WIB is the sponsor of WIOA programs/services and related activities on all written and electronic materials developed with WIOA funds or promoting WIOA services/performance, including Contractor annual reports.
- Comply with the disclaimer requirements of 29 CRF 37 (Equal Opportunity) on all solicitations, advertisements, or promotional activities.
- Use the Job Center logo as the heading on all program forms and written correspondence to WIOA customers/participants.
- Develop a recruitment/outreach plan to reach potential WIOA eligible customers,
- Promote the full array of services available in the Job Center offices on all recruitment/outreach efforts.
- Coordinate recruitment/outreach plans with other WIOA partners.

### **Participant Confidentiality**

- Maintain participant confidentiality at all times. Confidentiality requirements include any information regarding project applications or participants and their immediate families that may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source.
- Take reasonable steps to ensure the physical security of all data gathered, and inform each of its employees, Contractors, and sub-contractors having any involvement with personal data or other confidential information, of the laws and regulations relating to confidentiality.

### **Rapid Response Activities**

- Inform WIB of all planned rapid response activities in advance.
- Coordinate staff to participate on the local rapid response teams, and ensure this staff is readily available to plan and implement rapid response services that meet both company and individual dislocated worker needs.
- Conduct ,as needed, rapid response sessions and/or workshops in a highly professional manner with quality information and presentation materials that meet business standards.

### **One Stop Operators are prevented from the following Board activities:**

- Convene system stakeholders to assist in the development of the local plan;
- Prepare and submit local plans (as required under sec. 107 of WIOA);
- Be responsible for oversight of itself;
- Manage or significantly participate in the competitive selection process for One-Stop Operators;
- Select or terminate One-Stop Operators, career services, and Youth Providers;
- Negotiate local performance accountability measures; and
- Develop and submit budget for activities of the Local WIB in the local area.

**Performance Benchmarks:** Monthly report form will be utilized to establish improvement. Sub-Recipient must perform the following to receive quarterly performance allowance

### **Partners**

- Increase relationships with local partners and complementary agencies to establish public relations.
  - Demonstrated through:
    - Increased participation in WIOA Partner Meetings. New partners and community agencies will be invited to participate in quarterly WIOA Partner meetings. Each meeting will include a new presentation of partner services.
    - Attend a partner meeting outside of Job Center (at min. 1 time per month).
    - Increased staff referrals. Monitor monthly staff referrals from Mo Jobs to establish continuous improvement.
    - Facilitate contact with partners via social media to provide ongoing relationships.
    - Outreach and Recruitment of customers and voluntary partners.
    - Coordinate recruitment/outreach plans with other WIOA partners. (Example Hiring Fairs)

### **Performance**

- Achieve contracted performance measures and deliverables established by WIB.
  - Acquire Mo Performs access through the WIB to provide staff training and monitoring.
  - Implement continuous improvement methods to insure DOL/DWD/WIB requirements are met.
  - If measure was not previously met the indicator will improve 5 percentage points from the most recent quarter.

### **Job Center Services**

- Develop an Operational Plan by Sept 30, 2021 to include the following:
  - Improving workshop content to increase customer participation by 10% each quarter in all Job Centers.
  - Promote the full array of services available in the Job Center offices on all recruitment/outreach efforts.
  - Develop a recruitment/outreach plan to promote the full array of services available in the Job Center for eligible customers.
- Implement plan 2nd quarter and document progress each quarter thereafter.
- Plan and moderate weekly Job Center staff meetings/training events for staff and partners. To include recruiting staff to present on "Best Practices" and other topics.
- Convene weekly meetings of key Job Center supervisors and WIB Staff.

### **Reports**

- Provide monthly reports to the WIB on services, WIOA program performance measures and performance benchmarks.
- Quarterly reporting to Board on operations, performance accountability and continuous improvement.



**THIS AGREEMENT** is made and entered into this 1<sup>st</sup> day of July 2021, by and between the Workforce Development Board of Southwest Missouri, Inc. and Eckerd Connects

**NOW, THEREFORE, IT IS AGREED** by and between the parties hereto, as follows:

1. The Sub-recipient is subject to all the terms and conditions of the Workforce Innovation and Opportunity Act and any subsequent workforce related non-WIOA funds along with any amendments or revisions, thereto, which by this reference are incorporated herein as if fully rewritten.
2. This Contract Agreement is subject to all terms and conditions of 20 CFR (Code of Federal Regulations) Part 652 et al., CFR 660 through 667 and any subsequent non-WIOA funding requirements along with any amendments or revisions thereto, which by this reference are incorporated herein as if fully rewritten.
3. The Sub-recipient agrees to abide by issuances of the Division of Workforce Development (DWD) and the Workforce Investment Board of Southwest Missouri, Inc., and/or interpretative policy decisions.

#### **Article I**

##### **Period of Performance and Contract Amount**

1. The period of performance under the Contract Agreement shall be from July 1, 2021 through June 30, 2022. The Contract Agreement shall not bind nor purport to bind the Workforce Investment Board, Inc., for any contractual commitment in excess of the original contract period. Any decisions regarding the desire, need, or ability to extend the contract for any period of time rests solely with the Contractor.
  2. The Sub-recipient shall adhere to the definitions of direct and indirect costs contained in 2 CFR 200 and any amendments or revisions thereto.
  3. Funding amounts listed may be modified during the contract period of performance by the Contractor through a formal contract modification process. The operation of the contract is contingent upon the Contractor's receipt of funds from the U.S Department of Labor, Employment and Training Administration, and/or the Missouri Division of Workforce Development, and/or other applicable funding sources; otherwise, this contract is void and of no force and effect.
-

## **Article II Statement of Work**

1. Services to be performed under this contract are as outlined in the Request for Proposal (RFP) response, incorporated herein as if fully rewritten. Deviation from the RFP during the contract period must be approved by the Contractor. Deviation from the RFP, unless approved by the Contractor, may result in termination of the contract for default.
2. Any changes in the scope of services and/or budget under this Contract Agreement shall be made by written amendment, and signed by all parties.
3. The Sub-recipient assumes full liability for the actions of itself and all its sub-recipients and/or staff supported by this contract for all expenditures determined by the Contractor to be unallowable. The Sub-recipient further agrees to repay all expenditures determined by the Contractor to be unallowable from non-federal sources or allowable stand-in costs.
4. If any term, covenant, or condition of the Sub-recipient shall be determined judicially to be illegal, invalid, or unenforceable, the remaining terms, covenants, and conditions of the agreement shall not be affected thereby and each term, covenant, or condition of the agreement shall be valid and be enforced to the fullest extent permitted by law.
5. The Sub-recipient will proceed and save the Contractor herein harmless from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, final or otherwise, arising from any and all acts of the Sub-recipient, its agents, employees, licensees, hereunder or invitees that result in injury to property or loss to Contractor, arising from performance of contract, as those injuries, damages, or losses relate to any person, corporation, partnership, or any entity.
6. The Sub-recipient and its sub-recipients shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements applicable to their organization as codified at 2 CFR Part 200, et al, and 2 CFR Part 2900, DOL Exceptions to 2 CFR Part 200.
7. The Contractor retains full rights and privileges of free use for any products (inventions, patents, copyrights, computer programs, data and databases, reports, studies, and other real or tangible property) developed, purchased or obtained through use of funds provided under this contract.
8. The Sub-recipient and its employees, in the course of completing job responsibilities, must protect all sensitive or confidential information in accordance with DWD Issuance 1-2008 Change 2. This information may be received in written form, electronically, or verbally and may come from a variety of sources. Individuals who knowingly disclose sensitive or confidential information in any manner to any person or agency not entitled to receive protected information may be subject to adverse action including corrective or disciplinary action and may be at risk of civil criminal or personal liability.
9. The Contracting Agency and its sub-recipients shall refer to the Workforce Investment Board with regard to any training activity funded through this contract. Any printed material or media coverage, stationery, brochures, news releases, public service announcements, and/or marketing efforts shall reference the Workforce Investment Board of Southwest MO, the Division of Workforce Development and the US Department of Labor as the source of funding. All materials will be sent to the WIB office prior to distribution for approval to ensure the Equal Opportunity tagline is included. The EO tagline should read:

For additional information about Missouri Division of Workforce Development services, contact a Missouri Job Center near you. Locations and additional information are available at [jobs.mo.gov](http://jobs.mo.gov) or 1-888-728-JOBS (5627). Missouri Division of Workforce Development is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Missouri TTY users can call (800) 735-2966 or dial 7-1-1.

This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The product was created by the contracting agency and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner.





By signature hereto, the WIB and Eckerd Connects agree to the deliverables and regulations governed in the One Stop Operator contract. The parties agree that the terms of this agreement to take effect as of July 1, 2021 and will continue in effect until June 30, 2022 or such time as any party will modify, extend, or terminate this agreement. Any party to this agreement may cease participation in the agreement. Any party that intends to cease participation must notify the other parties to the agreement at least 30 days prior to the effective termination date.

<b>Agency</b>	EckerdConnects
<b>Name</b>	J. Anthony Van Slyke
<b>Title</b>	Chief Financial Officer
<b>Date</b>	07/06/2021
<b>Signature</b>	<i>J. Anthony Van Slyke</i>
<b>Agency</b>	Workforce Investment Board of the Southwest Region, Inc.
<b>Name</b>	Sherri Rhuems
<b>Title</b>	Executive Director
<b>Date</b>	07/06/2021
<b>Signature</b>	<i>Sherri Rhuems</i>

**SIGNATURE CERTIFICATE**



**REFERENCE NUMBER**

497FAFC0-8336-4FB2-887C-28A3E99DE792

**TRANSACTION DETAILS** **DOCUMENT DETAILS**

**Reference Number**  
497FAFC0-8336-4FB2-887C-28A3E99DE792

**Transaction Type**  
Signature Request

**Sent At**  
07/06/2021 13:52 CDT

**Executed At**  
07/06/2021 14:14 CDT

**Identity Method**  
email

**Distribution Method**  
email

**Signed Checksum**  
ad5e43bec7abf635413ae8bbc46dc3e5b80f22be8d2d77dacaaca64402768480

**Signer Sequencing**  
Disabled

**Document Passcode**  
Disabled

**Document Name**  
One-Stop Operator Contract Eckerd Sw Region

**Filename**  
one-stop\_operator\_contract\_eckerd\_sw\_region\_.pdf


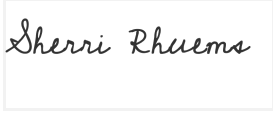
**Pages**  
9 pages

**Content Type**  
application/pdf

**File Size**  
514 KB

**Original Checksum**  
004bb367ae53516376b34cd0f564508332acb559a25b94da90813473abd4b582

**SIGNERS**

SIGNER	E-SIGNATURE	EVENTS
<p><b>Name</b> J. Anthony Van Slyke</p> <p><b>Email</b> tvanslyke@eckerd.org</p> <p><b>Components</b> 4</p>	<p><b>Status</b> signed</p> <p><b>Multi-factor Digital Fingerprint Checksum</b> 9c78df67798a1fff645c9561aa7cdb521a3a8d7dfe6b1c4a0ea6acbac5a0375a</p> <p><b>IP Address</b> 70.127.2.14</p> <p><b>Device</b> Chrome via Windows</p> <p><b>Typed Signature</b> </p> <p><b>Signature Reference ID</b> 1D8B77F6</p>	<p><b>Viewed At</b> 07/06/2021 14:14 CDT</p> <p><b>Identity Authenticated At</b> 07/06/2021 14:14 CDT</p> <p><b>Signed At</b> 07/06/2021 14:14 CDT</p>
<p><b>Name</b> Sherri Rhuems</p> <p><b>Email</b> srhuems@sectorready.org</p> <p><b>Components</b> 2</p>	<p><b>Status</b> signed</p> <p><b>Multi-factor Digital Fingerprint Checksum</b> c86a2482283397b4bbb7ac24cc9ee4b0fe474948e32d2395895c00aea44d38dc</p> <p><b>IP Address</b> 69.92.225.174</p> <p><b>Device</b> Chrome via Mac</p> <p><b>Typed Signature</b> </p> <p><b>Signature Reference ID</b> F47A7D72</p>	<p><b>Viewed At</b> 07/06/2021 13:56 CDT</p> <p><b>Identity Authenticated At</b> 07/06/2021 13:57 CDT</p> <p><b>Signed At</b> 07/06/2021 13:57 CDT</p>

**AUDITS**

<b>TIMESTAMP</b>	<b>AUDIT</b>
07/06/2021 13:52 CDT	Sherri Rhuems (srhuems@sectorready.org) created document 'one-stop_operator_contract_eckerd_sw_region_.pdf' on Chrome via Mac from 69.92.225.174.
07/06/2021 13:52 CDT	J. Anthony Van Slyke (tvanslyke@eckerd.org) was emailed a link to sign.
07/06/2021 13:56 CDT	Sherri Rhuems (srhuems@sectorready.org) was emailed a reminder.
07/06/2021 13:56 CDT	Sherri Rhuems (srhuems@sectorready.org) viewed the document on Chrome via Mac from 69.92.225.174.
07/06/2021 13:57 CDT	Sherri Rhuems (srhuems@sectorready.org) authenticated via email on Chrome via Mac from 69.92.225.174.
07/06/2021 13:57 CDT	Sherri Rhuems (srhuems@sectorready.org) signed the document on Chrome via Mac from 69.92.225.174.
07/06/2021 14:14 CDT	J. Anthony Van Slyke (tvanslyke@eckerd.org) viewed the document on Chrome via Windows from 70.127.2.14.
07/06/2021 14:14 CDT	J. Anthony Van Slyke (tvanslyke@eckerd.org) viewed the document on Chrome via Windows from 40.94.20.52.
07/06/2021 14:14 CDT	J. Anthony Van Slyke (tvanslyke@eckerd.org) authenticated via email on Chrome via Windows from 70.127.2.14.
07/06/2021 14:14 CDT	J. Anthony Van Slyke (tvanslyke@eckerd.org) signed the document on Chrome via Windows from 70.127.2.14.