

Central Workforce Development Board**And****Central Ozarks Private Industry Council****One Stop Operator Agreement**

The following Operating Agreement sets forth the terms of agreement for cooperative operation and management of the full service Job Centers located in the Central Workforce Development Area. This Agreement details the partnership between Central Workforce Development Board (CWDB) and Central Ozarks Private Industry Council (COPIC).

The Central Workforce Development Board issued a Request for Proposal for a WIOA One Stop Operator on January 14, 2022. Through this competitive procurement process, Central Ozarks Private Industry Council, Inc. was selected to be the Central Region One Stop Operator and was approved at the March 23, 2022 board meeting.

Conflict of Interest

The basic role of a One Stop Operator is to coordinate the service delivery of participating One Stop partners and service providers. At a minimum, One Stop Operators will do the following to avoid conflicts of interest.

- Disclose any potential conflicts of interest arising from the relationship of the One Stop Operator with particular training service providers or other service providers;
- In coordinating services and serving as the One Stop Operator, refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services; and
- Comply with Federal regulations and procurement policies relating to the calculation and use of profits.

COPIC is the Youth, Adult and Dislocated Worker provider in the region. WIOA allows for the One Stop Operator to also serve as a service provider providing appropriate firewalls are in place in regards to the competition, and subsequent oversight, monitoring, and evaluation of performance of the service provider. The operator cannot develop, manage, or conduct the competition of a service provider in which it intends to compete. In cases where an operator is also a service provider, there must be firewalls and internal controls within the operator-service provider entity, as well as specific policies and procedures at the

Local WDB level regarding oversight, monitoring, and evaluation of performance of the service provider. The firewalls must conform to the specifications in § 679.430 for demonstrating internal controls and preventing conflicts of interest.

The services provided by the One Stop Operator must not in any way detract from the success of the service provider or other One Stop partners.

One Stop Operator Role and Function

At a minimum, COPIC must coordinate the service delivery of required One Stop partners and service providers. COPIC will also coordinate service provider activities across the region, and be the primary provider of services within the centers and connection sites.

Responsibilities Include:

- ◆ Coordinate service delivery of required partners and service providers.
- ◆ Coordinate service providers within the centers and across the one-stop system.
- ◆ Implement a process and schedule for reviewing and analyzing performance data internally and with partners, identifying areas to target for improvement, diagnosing causes of failure to meet performance standards, planning changes to improve performance, implementing changes and monitoring the results. Promptly develop solutions to address any identified problems in day- to- day operations and continue to apply corrective actions until performance meets standards.
- ◆ Identify Center staffing needs.
- ◆ Produce monthly narrative with trends on customers served.
- ◆ Achieve contracted performance measures and deliverables established by CWDB.
- ◆ Plan and moderate Job Center staff meetings and training events. Provide technical assistance when needed.
- ◆ Establish a program of staff capacity building, within and across partners. Collect and analyze appropriate data for quality assurance, equal opportunity, continuous improvement and reporting purposes. Facilitate the sharing and maintenance of data.
- ◆ Coordinate vacations/unscheduled absences with the employer of record to ensure Center customer coverage.
- ◆ Provide constructive feedback to the Center staff regarding their duties.
- ◆ Notify formal supervisors immediately of any leave requests or unexcused absences, disciplinary needs, changes in employee status (resignations, etc.)
- ◆ Assist with facility coordination and accountability with CWDB, OWD, and relevant partners.
- ◆ Maintain close communication with CWDB administrative staff and COPIC staff.

- ◆ Leverage resources across partner organizations for the greater good of those served, including those with barriers to employment (i.e., individuals with disabilities, returning citizens, older workers) and those who may require long-term services towards gaining employment

COPIC will comply fully with the nondiscrimination and equal opportunity provisions of WIOA Section 188, Nondiscrimination, and 29 CFR Part 38, Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act.

Title I Service Provider Role

As the Title I, Dislocated Worker and Adult services provider, COPIC will recruit, provide orientation, conduct comprehensive assessments, screening and determine WIOA eligibility for eligible participants to be enrolled and ensure that participants are given the opportunity to achieve program outcomes as outlined in WIOA.

- Provide basic career services including but not limited to participant intake, orientations, initial assessments, employment services including but not limited to comprehensive and specialized assessments, employment services, and referrals to other partners and services.
- Provide individualized career services including but not limited to comprehensive and specialized assessments, case management, individual employment plans, training, and career planning.
- Report to the CWDB on operations, performance, and continuous improvement recommendations.
- Adhere to all applicable federal and state guidelines.

As the Title I Youth Service Provider, COPIC will:

- Provide at least one of the 14 program elements for initial enrollment/participation into the WIOA Youth services program.
- Make available, but are not required to provide all 14 elements to each youth participant. Each youth will receive all services directly relevant to his/her needs.
- Determine and provide the specific services a youth will receive based upon the youth's assessment and service strategy.
- Engage youth in allowable activities in order to meet the areas of evaluation for program/contract accountability as established by the CWDB.

In performing the function of the One Stop Operator, CWDB will not establish practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services.

COPIC will provide a report to the CWDB at each Board meeting on One-Stop operation and WIOA services activities.

One Stop Operators may not perform the following functions:

Convene system stakeholders to assist in the development of the local plan.

- Prepare And Submit Local Plans;
- Be Responsible For Oversight Of Itself;
- Manage or Participate In The Competitive Process For One Stop Operators;
- Select or Terminate Other One Stop Operators, , Career Services, Or Youth Services Providers;
- Negotiate Local Performance Accountability Measures
- Develop and submit the budget for activities of the CWDB.
- Provide direct oversight (e.g. supervisory, management) for staff of any other entity with a functional responsibility within the One Stop system, including WDB staff, fiscal agent, or other Job Center partner staff.

COPIC will not develop, manage or conduct the competition of a service provider in which it intends to compete, and does not perform subsequent oversight, monitoring, and evaluation of itself as a service provider.

COPIC will report to and is overseen by the CWDB. COPIC must openly and immediately communicate to CWDB leadership any challenges, conflicts of interest, or problems faced by COPIC in the operation and management of the Job Centers that may adversely CWDB's performance or their ability to meet federal or state regulations.

The One-Stop Operator does not employ or have any oversight of CWDB staff or the CWDB as fiscal agent.

WIOA One Stop Operator funding is a separate line item on the COPIC budget.

Role of the CWDB

The CWDB will provide ongoing policy guidance and strategic direction to COPIC to ensure the Board's vision and performance expectations remain addressed and in the forefront.

CWDB's Responsibilities

- Measuring, tracking, and monitoring the performance, service deliverables, and achievement of program and performance of the One Stop Operator;
- Assisting the One Stop Operator in making data driven decisions to improve performance and customer satisfaction;
- Providing oversight and monitoring to ensure there is no conflict of interest with COPIC performing several functions in the region.

CWDB will be responsible for examining COPIC's compliance with the requirements of WIOA, the Uniform Guidance at 2 CFR part 200 and 2 CFR part 2900, as well as the terms and conditions of this Agreement. COPIC will cooperate with the CWDB's monitoring efforts.

Risk Assessments

Prior to issuing or renewing any award under WIOA Title I, CWDB will conduct risk assessment to assess the subrecipient's overall ability to administer federal funds as required under 2 CFR 200.205.

As part of this assessment, CWDB will consider the subrecipient's:

- History with regard to management of other grants;
- Financial stability;
- Quality of management systems and standards;
- History of performance;
- Timeliness of compliance;
- Conformance to terms and conditions of previous awards;
- Reports and findings from audits; and
- Ability to effectively implement statutory, regulatory, or other requirements.

Thereafter, CWDB will conduct annual subrecipient risk assessments based on the criteria identified above.

One Stop Operator Monitoring

CWDB staff will conduct an annual review of the One-Stop Operator to ensure compliance with the requirements of 20 CFR 678.620, as well as the requirements outlined in the current MOU and Annual Agreement. Oversight and monitoring are integral functions to ensure the One-Stop Operator's compliance with the activities per the scope of work, performance reporting requirements, separation of duties, and the terms and conditions of the contract governing the One-Stop Operator.

One-Stop Operator monitoring will occur each June, with a monitoring report issued to the Operator outlining findings, concerns and opportunities for improvement. If it is determined the One-Stop Operator is not meeting expectations, corrective action will be taken which can include contract termination.

Annual Monitoring Reports

CWDB will submit annual reports for Financial, Programmatic, One-Stop Operator, and EO monitoring each program year to their subrecipient(s). Annual reports will be issued by June 30th of each program year.

Each report will be addressed to the subrecipient, include the date issued, the timeframe of monitoring, all identified issues, the corrective action, along with an explanation of the required corrective action, and a deadline for completion of the corrective action.

The following reports will be presented at a Board meeting annually and documented in meeting minutes:

- 1) One-Stop Operator monitoring;
- 2) Programmatic monitoring;
- 3) Financial monitoring;
- 4) Equal Opportunity monitoring; and
- 5) Special initiatives/ grants monitoring.

Monitoring reports will cover, but not be limited to adequacy of assessments, planning of activities and services, coordination with One-Stop Delivery System partners to meet the comprehensive needs of customers, and customer outcomes.

6-26--2023

Duration of Agreement

The period of this agreement is July 1, 2023 through June 30, 2025.

Either party may terminate this Agreement by giving 60 days written notice to the other party.

Amendment

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

The undersigned officials are authorized to execute this Agreement on behalf of the parties.

<div>DocuSigned by:  FA41800B881C4F6...</div>	6/26/2023
_____ Gary Jungermann, Chief Elected Official	_____ Date
<div>DocuSigned by:  379E02CC81514B0...</div>	6/26/2023
_____ Kathy Groves, Board Chair	_____ Date
<div>DocuSigned by:  32AC1B00BDC040D...</div>	6/26/2023
_____ Trish Rogers, COPIC Executive Director	_____ Date
<div>DocuSigned by:  9E5938E23AB4471...</div>	6/26/2023
_____ Amy Sublett, CWDB Executive Director	_____ Date