

ONE-STOP OPERATOR AGREEMENT

The following One-Stop Operator Agreement (the “Agreement”) sets forth the terms of agreement for St. Louis County, on behalf of its St. Louis County Workforce Development Board (“County WDB”) and its One-Stop Operator (“OSO”), Family and Workforce Centers of America (“FWCA”).

Ordinance 28,532 authorizes the County Executive to execute this Agreement on behalf of St. Louis County.

1. Purpose of Agreement

It is the purpose of this Agreement to specify the responsibilities of the OSO related to implementing, managing and operating the one-stop system in the St. Louis County Workforce Development Area (LWDA) under the Workforce Innovation and Opportunity Act (WIOA).

2. General Terms of the Agreement

The OSO will ensure that the one-stop and affiliate sites operate in a manner which supports the operational policies and procedures of the County WDB and of its designated administrative entity, St. Louis County Human Services.

The organizations operating at, or in association with the One-Stop Center or community affiliate sites shall sign a Memorandum of Understanding (MOU) outlining their commitments to the operation of the one-stop system. The Memorandum of Understanding and Resource Sharing Agreement for each partner organization further define the operational commitments.

This Agreement will be reviewed at a minimum of every two years from the effective date.

3. One-Stop Operator Role/Function

The OSO's role is to coordinate activities throughout the one-stop system in accordance with the signed MOUs, following guidance provided by the St. Louis County Workforce Development Board (“County WDB”). Additionally, the OSO is responsible for ensuring that the service delivery system at the One-Stop Center and affiliate sites fully integrate the services, protocols, and quality standards that conform to the Strategic and Operations Plans and related policies of the St. Louis County Workforce Development Board. The OSO shall utilize any partners that have entered into MOUs with the Board as the primary structure within which operational issues are identified, referred and/or resolved.

The OSO shall support the County WDB structure for design and implementation of customer services. Specifically, the OSO's roles and responsibilities include but are not limited to the following:

- Coordination of the service delivery of the mandatory one-stop partners and other service providers at a comprehensive One-Stop Center to include managing partner responsibilities as defined in the MOU among the partners;

- Ensuring the effective daily operation of the One-Stop building to include hours of operation, coordinating and scheduling facilities usage such as, but not limited to classrooms work areas, resource center, and assessment and conference
- Establishing a One-Stop Management Team including the OSO, the County WDB and One-Stop partners for the purpose of discussing and addressing tactical and strategic issues related to One-Stop operations;
- Coordinating or providing professional development and staff training for One-Stop partner staff in order to improve operations and deliver higher value to job seeker and business customers of One-Stop Center;
- Establishing a single point of entry for job seekers and coordinating a triage system for one-stop customers that best directs them to the most appropriate services offered by One-Stop partners;
- Facilitating training sessions among One-Stop partners where each partner's programs and detailed procedures will be made known to all of the other partners;
- Developing and maintaining written policies on broad operational guidelines that will outline the responsibilities and objectives of each of the One-Stop partners while providing excellent customer service;
- Increasing customer satisfaction by developing flows and processes that are driven by feedback from both businesses and job seeker customers as well as community-based organizations whose clients are referred to One-Stop Center;
- Coordinating the timely and efficient handling of incoming telephone calls by staff who are knowledgeable of the basic available services and the current availability of staff;
- Enforcing the policies of the County WDB;
- Collaborating with the County WDB on oversight ¹of the One-Stop Center;
- Reporting One-Stop activity to the County WDB;
- Collaborating with the County WDB for particular outreach efforts with specific industry sectors and career pathway efforts;
- Facilitating problem-solving and continuous improvement activities for the One-Stop Center, as well as establishing a process for on-going quality improvement in One-Stop Center operations;
- Fostering partnerships within the center to function as a multi-agency team and promoting and participating in collective accountability that recognizes system outcomes, in addition to an

¹ "Oversight" in this context indicates the responsibility to ensure quality assurance in operations of the Job Center and should not be interpreted to include programmatic oversight or management responsibilities for personnel serving in a programmatic or operational role within the Center. Concerns regarding staff and operations should be relayed to the WDB and program leads as appropriate. See St. Louis County's Conflict of Interest and Firewall policy for additional information.

individual partner's program outcomes;

- Collaborating with the One-Stop partners to bring and integrate additional and complementary services to the One-Stop Center;
- Resolving conflicts among partners in alignment with disputes process and responding to complaints of one-stop customers in accordance to WDB policies;
- Developing cross-referral protocols in partnership with One-Stop partners and community service providers;
- Arranging for and coordinating the staffing of a resource area for use by the public. This includes, but is not limited to ensuring all staff, particularly Program Directors and case managers, undergo regular training and/or updates regarding available resources;
- Coordinating the delivery of workshops conducted by partner staff that will enable one-stop customers to become job- and training-ready;
- Coordinating marketing and branding of the One-Stop Center;
- Involving Chambers of Commerce and other business associations in providing feedback and advice to improve services and performance results of the one-stop system;
- Providing access to space for businesses to interview candidates, hold recruiting events, conduct informational meetings, etc. This may include, but is not limited to virtual services, activities and events;
- Providing access to employers for in-person opportunities to inform job seekers about available job openings within their organization;
- Providing access to screened job seekers based on the employer's skill requirements through the State MIS system.
- Through outreach, inform employers of the opportunity to post employment availability throughout the public workforce system;
- Assisting in the coordination of job fairs offering multiple employers the opportunity to meet job seekers;
- Educating businesses about all the services available through the one-stop system from partner programs through marketing and outreach efforts;
- Working with appropriate entities, including partner staff to provide businesses access to information on a variety of workforce topics, including workforce-related and economic development tax incentives; unemployment insurance; labor market statistics; and other workforce-related information identified as providing value to businesses;
- Providing businesses access to information related to various training models available throughout the workforce development area;
- Assisting employers in understanding and applying for programs offered through the Governor's Workforce Board;

- Provide other services as required by the County WDB.

4. WDB Responsibilities

- Providing policy guidance, direction, and strategic planning ;
- Monitoring and oversight of the One-Stop System and of all WIOA activities within its purview, with the aim of accomplishing continuous quality improvement and attaining program goals/standards;
- Reviewing and analyzing the needs of the local business community in order to develop responses to those needs;
- Reviewing and overseeing training processes and procedures; and
- Participate in reviewing and approving of MOUs.
- Disclose potential conflicts of interest with training or service providers
- Avoid practices that create disincentives for services to individuals with barriers to employment; and
- Comply with federal regulations and procurement policies relating to calculation and use of profits.
- The One-Stop Operator (OSO) may not:
 - 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 selection process for the OSO;
 - Select or terminate other OSOs, Career Services, or Youth Services providers;
 - Negotiate local performance-accountability measures; or
 - Develop or submit budgets for activities of the LWDB

5. CONFLICT OF INTEREST

Per St. Louis County, approved in the PY20-23 Local Plan, appropriate separation of responsibilities must occur between various entities serving in a functional role within the One Stop system. These entities are defined in this policy as LWDB staff, Fiscal Agent, One Stop Operator, and Service Provider. For the purposes of this agreement, it should be noted that the entity (or individual serving in the role of One Stop Operator per contract) shall not provide direct oversight (e.g. supervisory, management) for staff of any other entity with a functional responsibility within the One Stop system, including LWDB staff, Fiscal Agent, or Service

Provider. This is to prevent any conflicts of interest and maintain appropriate firewalls per policy.

Additionally, Multi-function agreements will be in place to ensure that any single entity One Stop Operator (OSO) serving in more than one service provider role in the one-stop system adheres to appropriate firewall and internal control provisions. Adherence to this Agreement will be maintained by the Chief Local Elected Official (CLEO) for St. Louis County as well as the LWDB.

The St. Louis County Firewall and Conflict of Interest policy is attached and incorporated and shall apply to all services pursuant to this Agreement.

6. DURATION OF AGREEMENT

The Agreement will commence on the effective date and shall remain in full force and effect until **June 30, 2023**, or until (a) the CLEO withdraws the agreement; (b) the CLEO extends the agreement; or (c) the WDB, with the agreement of the CLEO, designates a new One-Stop Operator through a competitive process.

7. CONTRACT REIMBURSEMENT

This is a cost reimbursement contract. Reimbursement will be made by the County for authorized, allowable expenditures only, as set forth in the approved Budget. County shall pay for services rendered by Subrecipient in an amount not to exceed the Contract amount stated in the WIOA One-Stop Operator contract.

8. DISPUTE RESOLUTION

A disagreement about some matter within the OSO which falls outside of the scope of this Agreement and which cannot be resolved by the OSO will be referred to the Director of the WDB for resolution. If a resolution cannot be reached, the matter will be referred to the WDB Chairperson and the Director of Human Services, as the designee of the CLEO, who will meet with the parties involved in the dispute in order to attempt to resolve the issue. The WDB Chairperson and the CEO designee will issue a written recommendation for resolving the issue.

9. PERFORMANCE STANDARDS

One-Stop performance standards established by the County WDB:

- There should be no less than an average of two (6) to four (9) employers represented within the One-Stop Center per month. This representation can include hiring events, job fairs, mock interviews or other similar activities;
- There should be no less than five (5) different workshops offered to customers per month. This can include topical workshops (e.g., financial literacy, parenting, etc.) and career-related workshops (e.g. job search workshops, mock interview, resume writing, etc.);
- There should be no less than two (2) partner meetings each month;
- There should be at least one (1) training session among partners each quarter;

- There should be no less than an eighty percent (80%) customer satisfaction achievement of both job seeker and business customers as evidenced by customer surveys;
- In order to ensure a minimum presence of the One-Stop system in the community, there should be no less than one (1) One-Stop partner staff individuals stationed for one or more days at affiliate sites each month;
- Other performance expectations determined appropriate by the WDB.

10. AMENDMENTS

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

11. SEVERABILITY

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

12. TERMINATION

Termination for Cause: The County may terminate the agreement if, after following the provisions set forth in this Agreement, it determines that the OSO has failed in the performance of the covenants and obligations of this agreement. The County shall notify the OSO 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 90 days prior to the effective date of termination. If the party giving the termination notice does not withdraw the notice in writing, this agreement shall terminate on the date specified.

13. AUTHORITY

The undersigned officials are authorized to execute this Agreement on behalf of the parties. It is mutually understood that this Agreement shall not become effective until executed by all Parties involved.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the later of the dates set forth below.

SUBRECIPIENT: FAMILY AND WORKFORCE CENTERS OF AMERICA

DocuSigned by:
BY: Carolyn Seward 11/18/2022 | 11:29 AM CST
[Signer's Signature and Title] Date

I, Carolyn Seward, affirm that I am the Chief Executive Officer of
[Name] [Title]
Family and workforce Centers of America, and that I signed this Contract on behalf of said
[Corporation]

corporation, by authority of its board of directors, and that I acknowledged this Contract to be the free act and deed of the said corporation.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their authorized officials.

This contract was executed by St. Louis County on 11/22/2022 | 1:14 PM CST

ST. LOUIS COUNTY, MISSOURI

BY:
DocuSigned by:
Sam Page
[Signature]
County Executive

ATTEST:


DocuSigned by:
Diann Valenti
[Signature]
Administrative Director

APPROVED:

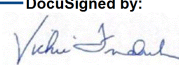
DocuSigned by:
Jason Archer
[Signature]
Chair, Workforce Development Board





DocuSigned by:
Howard Hayes
[Signature]
Director of Human Services

APPROVED AS TO LEGAL FORM:

DocuSigned by:

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County Counselor

APPROVED

DocuSigned by:

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Accounting Officer

Legal Review	 ^{DS}	 ^{DS}
Fiscal Review	 ^{DS}	
CE Review		 ^{DS}

BILL NO. 208, 2022ORDINANCE NO. 28,532, 2022Introduced by Councilmember Days**AN ORDINANCE**

AUTHORIZING THE COUNTY EXECUTIVE TO ACCEPT FUNDS TOTALING AN AMOUNT OF UP TO \$3,515,081 FROM THE MISSOURI DEPARTMENT OF HIGHER EDUCATION AND WORKFORCE DEVELOPMENT, DIVISION OF WORKFORCE DEVELOPMENT; DEPOSITING AND APPROPRIATING SAID FUNDS FOR SUPPORT OF VARIOUS PROGRAMS AND SERVICES RELATED TO THE WORKFORCE INNOVATION AND OPPORTUNITY ACT; AUTHORIZING THE COUNTY EXECUTIVE TO ACCEPT SUPPLEMENTAL FUNDING IN AN AMOUNT NOT TO EXCEED \$250,000; AND AUTHORIZING THE COUNTY EXECUTIVE AND THE DIRECTOR OF THE DEPARTMENT OF HUMAN SERVICES TO EXECUTE NECESSARY DOCUMENTS.

BE IT ORDAINED BY THE COUNTY COUNCIL OF ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1. The County Executive, on behalf of St. Louis County, Missouri, is hereby authorized to accept a grant of up to \$3,515,081 from the Missouri Department of Higher Education and Workforce Development, Division of Workforce Development, for the grant period ending June 30, 2024. Said grant funds shall be appropriated for the purposes and into the accounts as set out below:

Grant	Amount	Purpose	Fund and Grant Number
Workforce Innovation and Opportunity Act ("WIOA") Adult	\$1,230,537	To provide adult job seekers with employment, education, training.	Fund 3940; Grant GD204
WIOA Youth	\$1,311,950	To provide youth with career exploration and guidance, work, experience, education, training, and support services.	Fund 3950; Grant GD205
WIOA Dislocated	\$972,594	To provide	Fund 3960;

Worker		dislocated workers with employment, education, training, and support services.	Grant GD206
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SECTION 2. Transfer of appropriated funds between Fund 3940, Grant GD204 and Fund 3960, Grant GD206, as may be deemed necessary by the Director of Human Services, is hereby authorized.

SECTION 3. The County Executive, on behalf of St. Louis County, Missouri, is hereby authorized to accept supplemental funding in an amount not to exceed \$250,000 from the Missouri Department of Higher Education and Workforce Development, Division of Workforce Development, with said funds to be appropriated into the appropriate Workforce Innovation and Opportunity Act program account as determined by the Chief Financial Officer.

SECTION 4. The County Executive and the Director of the Department of Human Services are authorized to execute any documents necessary to carry out the intent of this ordinance, including vendors selected to provide the services for which the grant funds are received.

ADOPTED: August 9, 2022

RITA HEARD DAYS
CHAIR, COUNTY COUNCIL

APPROVED: August 16, 2022

SAM PAGE
COUNTY EXECUTIVE

ATTEST: DIANN L. VALENTI
ADMINISTRATIVE DIRECTOR

APPROVED AS TO LEGAL FORM:

BETH ORWICK
COUNTY COUNSELOR