

# ADDENDUM: Bluegrass Local Workforce Development Area One-Stop Operator Agreement

This Addendum (hereinafter referred to as “this Agreement”) is being made to the contract that was competitively procured and selected by the Bluegrass LWDA and expands on the original guidance provided regarding the One-Stop Operator.

This Agreement is made and entered into by and between the Bluegrass Workforce Innovation Board (hereinafter referred to as the "BGWIB"), ResCare Workforce Services (hereinafter referred to as “the Contractor”), and the Governing Board of Chief Local Elected Officials for the Bluegrass Workforce Development Area (hereinafter referred to as the “CLEOs”).

## 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 the Bluegrass area under the Workforce Innovation and Opportunity Act of 2014. The procurement and designation of the One-Stop Operator has been agreed upon by the Bluegrass Local Workforce Development Area (LWDA). The One-Stop Operator designated for the Bluegrass area is ResCare Workforce Services.

## II. One-Stop Center Commitments

The One-Stop Operator will ensure that each one-stop center and affiliate site operates in a manner that supports the operation policies and procedures of the Bluegrass LWDA and of the WIOA one-stop required partnerships. The organizations operating at, or in association with the one-stop center or affiliate, sign a Memorandum of Understanding (MOU) outlining their commitments. The MOU, at a minimum, include:

1. A description of services to be provided through the one-stop delivery system, including the manner in which the services will be coordinated and delivered through the system;
2. Agreement on funding the costs of the services and the 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. Each MOU will be tailored to the specific partner.

## III. One-Stop Operator Role and Function

The One-Stop Operator must coordinate the service delivery of required one-stop partners and service providers. Within that role, the One-Stop Operator is responsible for ensuring that the integrated

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service delivery system at the one-stop centers and affiliates support Bluegrass LWDA policies related to oversight and implementation of the one-stop delivery system.

Additionally, the One-Stop Operator is responsible for ensuring that the service delivery system at the one-stop centers and affiliates fully integrate the products, protocols, and quality standards that conform to the Bluegrass LWDA Local and Central Kentucky Regional Plans. The One-Stop Operator shall utilize the board support staff as the primary structure within which operational issues are identified, referred, and/or resolved.

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

1. Performing the specific responsibilities designated by the Bluegrass LWDA in carrying out the State and Regional Plans and integration initiatives.
2. 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.
3. Implementing the one-stop system policies and standards that operationalize the local WIOA Memorandum of Understanding for further integration efforts.
4. Continuously strive to achieve shared ownership for success of the customer and the system.
5. 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.
6. 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.
7. Contribute to collective accountability for achieving system outcomes, in addition to an individual partner program's outcome.
8. Ensure universal access for job seekers, workers and employers.
9. Serve as the liaison with Director of Workforce Services on various initiatives and ensuring monthly reports and updates regarding system performance and results as well as an update on partner relationships.
10. Respond to customer and community needs and inquiries.

The One-Stop Operator is expected to use a decision-making model to ensure that the needs and interest of the one-stop centers, affiliates and system are being met while also ensuring compliance with all laws, regulations, and policies that govern the one-stop system.

The board support staff will exercise its leadership and oversight role of the one-stop delivery system by formalizing a reporting mechanism that will hold the operator accountable for meeting Bluegrass LWDA expectations regarding roles, responsibilities and outcomes. The One-Stop Operator will report monthly on progress made toward meeting expectations through reports to the Director of Workforce Services. Such reports will be presented to the BGLEOs and BGWIB on a quarterly basis. The report will be documented in the WIOA board minutes.

### IV. Duration of Agreement

The Agreement will commence on June 28th, 2017, and shall remain in full force and effect until June 30, 2020 or until the Governor or chief elected official(s) (Co-CLEOs) withdraw their agreement. This Agreement will be reviewed at a minimum of annually.

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## 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, the One-Stop Operator may document the issue and the efforts made to resolve it and submit the documentation to the Director of Workforce Services. The Director of Workforce Services will meet with the parties involved in the dispute in order to attempt to resolve the issue. The Director of Workforce Services will issue a written recommendation for resolving the issue. In the event the recommendation from the Director of Workforce Services does not resolve the dispute, the documentation of the issue and the efforts made to resolve it will be referred to the Chair of the BGWIB to resolve the issue. In the event the recommendation from the Chair of the BGWIB does not resolve the dispute, the documentation of the issue and the efforts made to resolve it will be referred to the Governor to resolve the issue.

## VI. Amendment

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

## VII. Severability

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

## VIII. Firewall

The Bluegrass LWDA properly procured, contracted, and effective June 28, 2017 began execution of a detailed Scope of Work for:

1. WIOA Youth, Adult, and Dislocated Worker Direct Services Provider
2. One-Stop Operator for the Kentucky Career Center System

In addition, the following provisions of WIOA: Section 679.430, which specifically addresses the relationship between an One-Stop Operator and Direct Services Provider and the need for internal controls to prevent conflicts of interest; Section 678.620, in response to comments, the Department of Labor stresses the importance of appropriate firewalls between service provision staff and oversight of the system; and Section 678.625 that indicates that specific policies and procedures are to be written and incorporated as standard protocols that address the oversight, monitoring, and evaluation of performance for both the Operator and Service Provider; the parties to this agreement hereby acknowledge and affirm the following:

1. The Contractor will not be involved in the development of procurement documents or any part of the procurement and selection process as it relates to the One-Stop Operator, Direct Services, or any other procurement where the Contractor may have a perceived or real interest;
2. The Contractor will not establish or implement policies or practices that create impediments to service providers to properly assist individuals or that creates an advantage to the Contractor Direct Services programs over any other partner program (e.g. preference for referrals for services);
3. The Contractor will not convene system stakeholders to assist in the development of the local plan;

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4. The Contractor will not prepare and submit local plans (as required under sec. 107 of WIOA);
5. The Contractor will not provide oversight of itself as either the Direct Services Provider or the One-Stop Operator;
6. The Contractor will not select or terminate One-Stop Operators, or Direct Services Provider.
7. The Contractor will not negotiate local performance accountability measures on behalf of the local area and the State of Kentucky or on behalf of other service providers;
8. The Contractor will not develop and submit a budget for activities of the Bluegrass LWDA in the local area.
9. The Contractor One-Stop Operator (staff) and Direct Services (staff) will not have a direct reporting relationship to one another within the Contractor's structure; leaders under each contract shall report directly and separately to separate leadership within the Contractor's organization.

### IX. Monitoring

To ensure compliance with the items outlined in Section VIII: Firewall, the Bluegrass LWDA will conduct monitoring and oversight, as defined in Section II.(6), to ensure that the firewall is real.

The One-Stop Operator will be formally monitored on an annual basis by the BGWIB board support staff. In a case where an outside entity is contracted to monitor the One-Stop Operator, the monitoring expense will be covered by WIOA funds.

The monitoring findings will be delivered to the One-Stop Operator and the board support staff. Copies of any monitoring reports will be available upon request. Corrective actions to any deficiencies found will be discussed and a timeline for resolution will be established. The Bluegrass LWDA and One-Stop Operator will refer to the financial contract to address any disallowed costs.

### X. 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 Bluegrass LWDA 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 Bluegrass LWDA 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.