

**ONE-STOP OPERATOR AGREEMENT BETWEEN
LAND OF LINCOLN ONE-STOP OPERATOR CONSORTIUM
AND
LAND OF LINCOLN WORKFORCE BOARD**

This agreement is entered into in accordance with the Workforce Innovation and Opportunity Act of 2014 (WIOA), and the laws of the State of Illinois by and between the **Land of Lincoln Workforce Board (Board) and the Land of Lincoln One-Stop Operator Consortium (Consortium) (FEIN # 37-0983047)**. Partner entities in the One-Stop Operator Consortium are: the Illinois Department of Employment Security (IDES), the Illinois Department of Human Services-Division of Rehabilitation Services (DRS), the Illinois Department of Human Services-Temporary Assistance for Needy Families (TANF) and Supplemental Nutrition Assistance Program (SNAP), the Land of Lincoln Workforce Alliance (LLWA), Lawrence Education Center (LEC) and Lincoln Land Community College (LLCC). The fiscal agent is the LWIB for LWIA #20.

The Land of Lincoln Workforce Board selected the Land of Lincoln One-Stop Operator Consortium through a competitive procurement process as the One-Stop Operator for the Land of Lincoln Workforce area serving the counties of Cass, Christian, Logan, Menard and Sangamon.

The One-Stop Operator Consortium has provided a detailed plan for the development and implementation of the workforce system which was included in the Request for Proposal.

Each Consortium partner is employed by its respective organization and is responsible for its own programmatic and financial matters as related to the delivery of its own services and assumes no legal liability for the action or non-actions of the other partners.

Each partner will be responsible for insurance coverage of their respective personal property. Each partner attests, by signing this agreement, that it maintains adequate insurance including property, casualty and workers compensation, or has provisions for self-insurance.

Each Consortium partner understands that they are recipients of federal funds and will adhere to 2 CFR Part 200 and 2 CRF Part 2900.

The One-Stop Operator Consortium understands that as a members of the Land of Lincoln Workforce Board, they must adhere to the conflict of interest requirements of the Board's bylaws.

The One Stop Operator Consortium certifies under oath that to the best of its knowledge, information and belief the money provided under the agreement will be used only for purposes described in the agreement.

Land of Lincoln Workforce Board and the Land of Lincoln One-Stop Operator Consortium understand and agree to the following terms and conditions:

Purpose and System Requirements

The purpose of this agreement is to designate a One-Stop Operator, as provided for, under the WIOA and to describe in general terms the roles and responsibilities of each of the parties to the Agreement, scope of work, processes for resolution of impasses, procedures for termination/modification of agreement, compliance reference, and to set forth the understanding of the parties as it relates to the leadership and management of the Land of Lincoln Workforce system.

The intent of this agreement is to develop a delivery system that is aligned with the goals and strategies of the Land of Lincoln Workforce Board. Regional and local plans are founded on the principles of system excellence, accountability, innovation and customer satisfaction.

A. The Land of Lincoln One-Stop Operator Consortium is responsible for the initial development and on-going functioning of the workforce delivery system at the Springfield workNet Center.

This shall include but is not limited to:

- 1) Provision of career services,
- 2) Access to training services,
- 3) Access to employment and training activities,
- 4) Access to programs and activities carried out by all WIOA One-Stop partners,
- 5) Access to data, information and analysis for the local labor market and
- 6) Provision of job search, placement, recruitment and employment activities.

B. There must be, at a minimum, one physical comprehensive One-Stop Center in the Land of Lincoln workforce area. The Springfield workNet Center is designated as the comprehensive center. Affiliate and partner services will be technologically linked to the Springfield Center.

C. The Land of Lincoln One-Stop Operator Consortium, acting as the One-Stop Operator, accepts the primary responsibility for taking the leadership role, encouraging support and active involvement of all partners in the development of the One-Stop System and an operational plan (MOU) to guide that system.

Term of Agreement

This One-Stop Operator agreement shall become effective on July 1, 2020 and shall remain in force until it terminates on June 30, 2024, unless circumstances require a new or revised agreement prior to the termination date.

Roles and Responsibilities

Leader of the Operators Consortium

Every three years the operators nominate a representative of the current operators to serve as lead. A simple majority is required to elect the lead. The Lead Operator will:

- Convene meetings and serve as liaison between the Operator Consortium and the Land of Lincoln Workforce Board.

- Represent the operators at appropriate meetings of the Board including Executive Committee.
- Lead the group in consensus decision making involving as many representatives as possible in group discussions and allow all representatives a chance to contribute to the discussion.
- Request input from all members and make attempt to reach full agreement.
- Encourage participants to keep the goals and mission of the organization in mind.

One-Stop Operator Requirements

- Establish effective management structures and processes consistent with this agreement.
- Conduct ongoing analysis of system operations and conducting appropriate problem solving, continuous improvement and corrective action activities.
- Survey customer satisfaction.
- Foster an integrated organizational structure.
- Identify and communicate to all partners and staff the vision and mission of the workforce system.
- Assist all partners achieve the level of performance expected of them by their funding source.
- Provide all partners and staff with information and communications needed for optimal performance.
- Promote Staff development.
- Implement career services outlined in the Memorandum of Understanding (MOU).
- Certification of Springfield workNet Center and continued oversight to assure effectiveness criteria is met and maintained throughout the term of this agreement.
- Provide reports to the Land of Lincoln Workforce Board at least quarterly on Center performance related to: customer satisfaction – job seekers and employers, job seeker activity, staff development, employer participation and business services, and WIOA performance reports for core partners.
- Maintain and retain financial records, minutes and other written documentation related to the Center for five years from the date of origination of the document or if auditable, until the audit is performed.
- Consortium members shall meet as needed but not less than monthly. The Consortium will have an agenda and all decisions will be communicated in writing to the appropriate staff.

Workforce Investment Board Commitments and Responsibilities

- The parties recognize and agree that the Board and Consortium are charged with oversight and operating as the Fiscal Agent of the Springfield workNet Center.
- The Board will participate in the operational plan development process.
- The Board will approve the time line and activities developed by Consortium regarding the requirements and commitments for the transformation of the workforce system.

- A designated Workforce Board Committee will establish a system of measures to identify successes in meeting goals and objectives agreed to by the parties.

Scope of Work

System Development and Leadership

- Implement an operational plan for the One-Stop System and Center.
- Provide leadership in the LWIA 20 One-Stop System development and operations.
- Lead the continued integration of services among the WIOA Partners (WIOA Title I, Adult Education, Vocational Rehabilitation, and Wagner Peyser Employment Services} in the LWIA 20 One-Stop System and Center.

Process and Service Provision

- Develop processes to ensure that all customers receive appropriate, timely, and effective WIOA services.
- Provide guidance on the development of a broad range of employment and training services to meet the needs of residents and employers to be provided in the One-Stop Center(s).
- Develop and implement a process to navigate services within the Center and for referrals to services outside of the Center; define minimum standards for referral, referral follow-up requirements, and documentation of referral outcomes.
- Conduct monthly meetings with members of the Consortium management team.
- Conduct monthly meetings with all One-Stop center staff.
- Procure and implement training and/or staff development (customer service, cross training on partner/other services, etc.) for One-Stop Center staff.
- Implement an outreach/recruitment plan for the One-Stop Center.
- Oversee and implement a business services delivery model for the One-Stop Center.

Accountability and Reporting

- Oversee and implement the system for gathering, analyzing, and reporting performance of core partners, center processes, and system services.
- Perform continuous improvement activities to achieve high level of service quality and to enhance customer service.
- Oversee technology solutions to manage and support enhanced cooperation/coordination of Partner programs.
- Assure compliance with all State and local policies and procedures relative to the One-Stop System and Center.
- Develop processes and accountability mechanisms for data entry into a State and/or Center MIS for all operations of the One-Stop center.
- Prepare and submit quarterly reports and invoices for the Workforce Board, County, State and Federal government.
- The Operator certifies that money provided under this agreement will be used only for purposes described in this agreement.

Invoicing

- The Land of Lincoln Workforce Alliance will bill on a semi-annual basis for the tasks, assignments, and work performed in accordance with this Agreement. The invoices shall be based on the actual services provided and shall not exceed the amount listed above.
- Partners will be billed in June and December. All cash, non-cash and in-kind contributions will be billed during those months. Billing adjustments will be made during those months, as well.

Payment

- The One-Stop Operator Consortium agrees to provide agrees to accept, cash, non-cash and in-kind payments for the services provided under this agreement. The cash, non-cash and in-kind contributions will be listed as shared costs in the Local Workforce Innovation Area's annual One Stop Operating Budget that is submitted in accordance with the

Physical Location

- Responsible for physical space planning, maintenance, and upkeep at the Springfield One-stop Center.
- Enforce One-Stop Center facility standards with respect to attendance, dress code, and customer service.

Deliverables

- Annual Budget/Contract Budget (\$36,251/\$145,004)
- Continuous Improvement Plan
- Staff/Center Training Plan
- Quarterly Reports
- Annual Report

Shared Assets

Should equipment be purchased that serves more than one partner, the purchasing partner will assume responsibility for maintenance and insurance of the equipment. If any equipment is purchased by one partner for the exclusive use of another partner, the recipient will be responsible for the maintenance and insurance of that equipment.

Customer Satisfaction

Each Consortium partner is responsible for complaints against its program or staff and such complaints will be resolved within the existing grievance or complaint procedure. If a complaint is registered against the Center and/or its operation, the complaint will be forwarded to the Land of Lincoln One-Stop Operator Consortium for resolution. The resolution of the complaint will be presented to all partners involved.

Center Hours

The Center will be open Monday through Friday of each week, except holidays. Partners are encouraged to observe the same holidays. The Center will be open from 8:30 a.m. to 5:00 p.m. based on the established hours of the lease holder. The Center will also post alternative method of receiving services for customers who need assistance outside of regular business hours. The Center can modify operations if extenuating circumstances arise. Clear and constant

communication would be provided to clients of the Center.

Standard Terms and Conditions

Each partner hereby certifies that it will comply with the following terms and conditions:

Criminal Liability for Fraud	Kickbacks
Nondiscrimination	Non-Duplications of Facilities and Services
Political and Lobbying Activities	Equal Opportunity Employment
Affirmative Action	Debarment and Suspension
Drug free Workplace	Americans with Disabilities Act
Clean Air Act/Water Pollution Control Act	
Applicable Federal and State Laws and Regulations	

Termination/Modification

- 1) The Agreement may be terminated by repeal of WIOA or by other action of law or by the withdrawal for cause of members of the Land of Lincoln One-Stop Operator Consortium.
- 2) Any part to the Agreement may withdraw from the Agreement by giving written notice of intent at least 120 days in advance of the effective withdrawal date. Notice of withdrawal shall be given in writing to all parties of the Agreement.
- 3) Should any partner withdraw, the Agreement shall remain in force and in effect with respect to the remaining parties until a modified One-Stop Operator agreement is executed.
- 4) Modification of this agreement requires the written permission of all partners.

Impasse Resolution

- 1) It is central to the purpose and intent of this Agreement that the Land of Lincoln Workforce Board and Operator will make every effort to maintain a positive working relationship, keep each part fully informed, and engage in ongoing dialogue to avoid disagreements, minimize the impact of any which may arise and resolve them effectively.
- 2) If disagreements between parties arise which appear to be beyond resolution, a breach of contract or termination for convenience, the following process will be followed:
 - a) Discussion between the Workforce Board Chair and full Operator Consortium
 - b) If remediation fails, mediation by an individual appointed by the Land of Lincoln Workforce Board
 - c) If remediation is not reached, an individual jointly agreed to by the Operator Consortium and the Land of Lincoln Workforce Board will mediate.
 - d) If this process still does not resolve the impasse, submission to a binding decision by an individual assigned from the Executive Committee with the understanding that no Partner can comply with a decision that conflicts with its program responsibilities, policies, procedures and/or authorizing legislation and/or contractual obligation.

Governing Law

This Agreement shall be construed, enforced, and governed by the laws of the State of Illinois and the Workforce Innovation and Opportunities Act.

Compliance Reference

All parties to this Agreement will remain in compliance with federal laws, regulations and guidelines, state and local law, regulations, policies and procedures as provided in the Land of Lincoln One-Stop Operator Consortium Agreement.

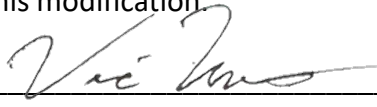
**ONE-STOP OPERATOR AGREEMENT MODIFICATION BETWEEN THE
LAND OF LINCOLN ONE-STOP OPERATOR CONSORTIUM AND THE
LAND OF LINCOLN WORKFORCE BOARD**

Term of Agreement Modification

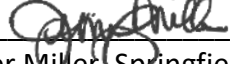
The One-Stop Operator Agreement effective on July 1, 2020 shall remain in force until it terminates on June 30, 2024, unless circumstances require a new or revised agreement prior to the termination date.

EXECUTION PAGE

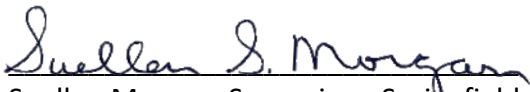
We, the undersigned, representing the Parties to this Agreement, do certify upon the signing of this document, understanding of, agreement with, and willingness to assume the responsibilities set forth in this modification.

By: 
Victor Martinek
Land of Lincoln Workforce Board, Chair

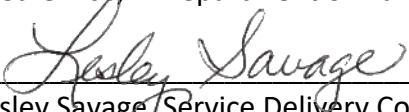
Date: 4/03/2023

By: 
Jennifer Miller, Springfield Office Manager
IL Department of Employment Security


Date: 4/03/2023

By: 
Suellen Morgan, Supervisor, Springfield
Filed Office, IL Department of Human Services, DRS

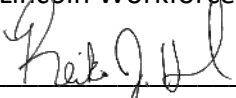
Date: 4/03/2023

By: 
Lesley Savage, Service Delivery Coordinator
IL Department of Human Services

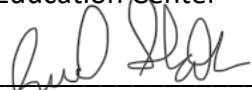
Date: 4/03/2023

By: 
Sarah Graham, Executive Director
Land of Lincoln Workforce Alliance

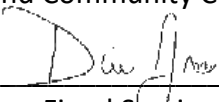
Date: 4/03/2023

By: 
Reiko Hurd, Principal
Lawrence Education Center

Date: 4/03/2023

By: 
Jamil Steele, Director of Adult Education
Lincoln Land Community College

Date: 3/30/23

By: 
Diane Jones, Fiscal Services Director
Land of Lincoln Workforce Alliance (LWIB Fiscal Agent)

Date: 4/03/2023

Awarding Agency DOL
 FAIN AA-34766-20-55-A-17
 Award Date 7/1/2020

	Adult Program	Dislocated Worker	Youth Activities	
FAL	17.258	17.278	17.259	
	Adult	DW	Youth	Total
	910,331	1,242,986	968,277	3,121,594

Awarding Agency DOL
 FAIN AA-36317-21-55-A-17
 Award Date 7/1/2021

	Adult Program	Dislocated Worker	Youth Activities	
FAL	17.258	17.278	17.259	
	Adult	DW	Youth	
	736,917	915,587	785,003	2,437,507

Awarding Agency DOL
 FAIN AA-38527-22-55-A-17
 Award Date 7/1/2022

	Adult Program	Dislocated Worker	Youth Activities	
FAL	17.258	17.278	17.259	
	Adult	DW	Youth	
	656,973	846,222	699,721	2,202,916