

**Northeastern Arizona Local Workforce Development Board
and
Chicanos Por La Causa, Inc – Workforce Solutions**

One Stop Operator Agreement

This Agreement is by and between the Northeastern Arizona Local Workforce Development Board (hereinafter referred to as the LWDB), constituted under terms of the Workforce Innovation and Opportunity Act of 2014 (WIOA), and the designated One Stop Operator for the LWDB.

Purpose

The purpose of the Agreement shall be to designate Chicanos Por La Causa, Inc – Workforce Solutions as the LWDB's One Stop Operator as provided for under WIOA Section 121 (d), and to describe in general terms the roles and responsibilities of the parties to the Agreement, procedures for modifications of Agreement, compliance requirements and other related purposes.

Navajo County, as the Chief Elected Official for the LWDB has the authority to enter into this Agreement under the provisions of A.R.S. § 11-952.

Terms of Agreement

This Agreement shall become effective July 1, 2023 and shall remain in force until June 30, 2024, unless circumstances require modified Agreement prior to the termination date.

Termination of Agreement

Any party to the Agreement may withdraw from the Agreement by giving written notice of intent ninety (90) days in advance of the effective withdrawal date. Notice of withdrawal shall be given in writing to all parties of the Agreement.

The Agreement may also be terminated in the event that grant funding upon which this Agreement depends is withdrawn by the State of Arizona or the federal government.

Notice is also hereby given that this agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 in the event of the discovery of a conflict of interest.

Service Delivery

The role of the One Stop Operator is to oversee the One Stop Workforce Delivery System. The One Stop Operator will be responsible for the operational activities concerning customer flow and overall quality and effectiveness of the Comprehensive Job Center located at 5515 S Apache Ave. Suite 200, Globe AZ 85501 and affiliate sites as designated in the Local Workforce Development Plan and the Memorandum of Understanding/Infrastructure Funding Agreement between the LWDB and WIOA Partners.

One Stop Operator Roles and Responsibilities

The contractor shall:

1. Oversee various One-Stop System service delivery locations.
 - a. At a minimum, the One-Stop Operator will visit each of the service locations once a month or as determined by the NEAZ LWDB.
2. Provide Onsite Partner Leadership
 - a. Direct the workflow and delivery of services within the Job Centers in accordance with workforce system policies.
 - b. Conduct workflow analysis in the development of a needs assessment that identifies gaps and or challenges in service delivery. Analysis shall include the review of current welcome process and customer flow process map and accompanying policies and procedures
 - c. Submit recommendations of such assessments to the NEAZ LWDB and other system partners when applicable.
3. Analyze whether one-stop center staff possesses the appropriate training, tools and equipment needed to carry out job functions, including:
 - a. Creating a needs assessment that identifies existing gaps among staff and partner agency staff to ensure their success in supporting one-stop deliveries, and providing recommendations at quarterly meetings regarding specific training needs and professional development.
 - b. Reporting recommendations and results of staff training to the NEAZ LWDB and other system partners when applicable.
4. In coordination with the NEAZ LWDB, assure partners understand their roles in workforce system initiatives impacting customers, such as career pathways, sector strategies, etc.
5. Implement/Oversee ACRC initiative with the goal of increasing the number of job seekers who are registered with and working toward an Arizona Career Readiness Credential. Ideally, all job seekers entering the Job Centers will be given a login and explanation of the ACRC.
6. Act as the EO Officer for the LWDA, working with partner staff to receive all grievances and discrimination complaints.
 - a. Monitor, collect data, and investigate the recipient's activities and the activities of the entities that receive WIOA Title I financial assistance from the recipient.
 - b. Follow the LWDB's procedures for processing discrimination complaints.
 - c. Conduct outreach and education about equal opportunity.
 - d. Undergo training to maintain competency.
7. Submit the following reports and metrics to the NEAZ LWDB by the 15th day following month end (See Exhibit "A: One-Stop Operator "ARIZONA@WORK Northeastern Arizona Mthy Rpt-OSO"):
 - a. One-Stop referrals and enrollments, as well as referrals and enrollments received through WIOA programs operated by partner agencies, in furtherance of an integrated service delivery system. The One-Stop Operator shall gather data as required by the local board and disseminate as necessary.
 - b. Total number served by:

Comprehensive Center Affiliate Sites (list individually)
Virtual or Other Service Delivery Method

- c. Ratio of referrals to enrollments into partner programs
- d. Total number placed in employment, and total number broken out by the following:
 - Number of placed in targeted industries/ in-demand occupations
 - Average wage of those placed in employment
8. Contact Partners regarding challenges to providing One-Stop delivery resources as depicted and agreed upon in the MOU and Seek consensus and agreement regarding challenges with Partners' MOU compliance
9. Ensure Americans with Disabilities Act and WIOA section 188 compliance for the ARIZONA@WORK Northeastern Arizona service delivery locations.
 - a. ARIZONA@WORK Northeastern Arizona service delivery locations have and maintain adequate, up-to-date signage related to accessibility of space and programs in compliance with ADA and WIOA section 188.
 - b. Report annually to the NEAZ LWDB on ADA and WIOA section 188 compliance.
10. Implement continuous quality improvement processes to determine efficiency of data tracking, collection, and analysis methods, and integrating lessons learned to update best practices.
 - a. Assess current level of the effectiveness of quality services based on metrics defined by the NEAZ LWDB
 - b. Provide direction on corrective measures identified in the NEAZ WDB Corrective Action and Continuous Improvement Plans
 - c. Coordinate and adjust delivery practices in collaboration with partner programs based on the data collected in conjunction with the metrics defined by the NEAZ LWDB
 - d. Convene partners quarterly, or more frequently if requested by a majority of MOU partners, the One-Stop Operator or the Northeastern Arizona Local Workforce Development Board.
 - e. Provide written and verbal updates on the coordination of the service delivery of One- Stop partners and identify areas of strength and challenge areas.
 - f. Determine agenda and provide minutes to Partners for each meeting.
 - g. Provide meeting agenda and previous meeting minutes to the local board designee.
 - h. Coordinate with key partners and officials to review service delivery and efficiencies

One-Stop Operator (OSO) Performance Measures

The LWDB expects the Contractor will consistently improve performance from quarter to quarter. The LWDB and its staff will provide technical assistance and training, based on the Contractor's need, to improve performance below. Oversight, monitoring, and evaluations will be conducted against the criteria below:

Performance Indicator	Definition	Goal
Integrated Service Delivery Coordination	Oversight of common welcome, orientation, and customer flow processes	Document progress and recommendations – 100%
ACRC Implementation	Ensure Partners are Trained on ACRC	Document progress and recommendations – 100%
	Develop Mechanism for Tracking New AJC Registrations	Document progress and recommendations – 100%
	Develop Mechanism to track percentage of new AJC Registrants who also are registered for ACRC	Document progress and recommendations – 100% Goal by 3 rd Quarter = 70% of AJC Registrants are also registered for ACRC
Center & System Partners	Coordinate system partner coordination in welcome function, customer flow, and client referral process	Document – 100%
EEO Compliance	In accordance with Federal, AZDES, and Navajo County regulations	Bi-annual audit – 0 findings
Participants/Business	Orientation and Registration in AJC	Keep statistics – 100%
Reporting & Accountability	Monthly Reporting to LWDB, Staff Development Plan, Customer Surveys	100%
Continuous Improvement	Participate in Development and Implementation of Continuous Improvement Plans	Document progress – 100%

Agreement Amount and Invoice Process

The amount paid to the One Stop Operator for the term of the agreement shall be up to \$140,040. If funds awarded for the contract term are not fully expended by a contractor by the end of the contract (June 30, 2024), unexpended funds will revert back to LWDB.

The parties have agreed that this is a cost-reimbursement contract, and that the One Stop Operator will be reimbursed funds on a monthly basis after submittal of end-of-month billing statements detailing and documenting the services provided by the One Stop Operator and its expenses. Payment will be made by LWDB through its fiscal agent, Navajo County, no later than thirty days after receipt of the One Stop Operator's billing.

The workforce board will use federal funds received from the State of Arizona. Under A.R.S. § 11-952(B)(3), the manner of financing and of establishing and maintain a budget for this Agreement shall be approved annually be each Party through its respective Board.

The parties do not contemplate the joint acquisition of any property pursuant to this Agreement. Upon termination of this Agreement, equipment furnished or purchased by the Local Workforce Development Board for the program shall be returned to and retained by it, and equipment furnished or purchased by the One Stop Operator for the program shall be returned to and retained by it.

Modification to Agreement

This Agreement may be modified, given thirty (30) days written notice, at any time, given mutual consent of the One Stop Operator and LWDB. Any modifications to the Agreement, to be valid, must be in writing, signed and dated by the Parties, with the effective date noted, and appended to the original Agreement.

Compliance

All Parties to the Agreement will remain in compliance with federal laws, regulations and guidelines, state and local law, regulations, policies and procedures.

Each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contract to ensure that the other party or subcontractors are complying with this warranty.

Integration and Merger

This Agreement, along with the RFP and the Response from the One Stop Operator constitutes the full and entire agreement of the parties, and no representations have been made by the parties other than those contained herein. In the event of a conflict of interest between the RFP, Response, and this Agreement, this Agreement shall control.

Notices

Any notices that may be required by this agreement shall be sent to the following addresses:

Chicanos Por La Causa, Inc
Attn: Legal
1112 E. Buckeye Street
Phoenix, AZ 85034
contracts@cplc.org

NEAZ Local Workforce Development Board
Attn: Executive Director
180 N. 9th Street
Show Low, AZ 85901

Indemnification

Each party to this Agreement shall indemnify, defend, and hold harmless the other from and against any and all claims, losses, liability, damages, costs, or expenses (including reasonable attorney's fees) (collectively referred to as "Claims") arising out of employment claims, bodily injury of any person (including death) or property damage, but only to the extent that such Claims

are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The obligations under this section shall survive termination of this Agreement. If a Claim or Claims becomes subject to this Indemnity section, the parties to the Claim(s) shall expeditiously meet to discuss a common and mutual defense including proportional liability and payment of possible litigation expense and money damages.

Dispute Resolution

In the event that a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through mutual negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation. The Mediator shall be selected by mutual agreement amongst the Parties. If a mediator cannot be selected, or if mediation is unsuccessful, the matter will be resolved by binding arbitration, consistent with the Uniform Rules of Arbitration as adopted in the State of Arizona.

Attorney's Fees

The successful Party in any arbitration or litigation arising under the terms of this Agreement shall be entitled to its costs, including reasonable attorney's fees and court costs from the non-prevailing Party.

The parties hereto have executed this Agreement upon effective on the date it is signed and approved by each party hereto.

Chicanos Por La Causa, Inc
One Stop Operator

Date

Northeastern Arizona LWDB Chairperson

Date

Navajo County Board of Supervisors Chairperson

Date

EXHIBIT A

**MONTHLY SUMMARY REPORT
One Stop Operator**

Report Prepared by: _____
(Name and Title)

Date: _____

Report Submitted By: _____
(Name and Title)

Reporting Entity: _____

Reporting Period: _____

1. Major activities and accomplishments during this reporting period
One Stop certification Follow-up Plan Status: Other:
2. Problems/Barriers and how they are being addressed
3. Planned major activities during the next reporting period

4. Best practices and/or program innovations

5. Data

Served

- Comprehensive Center:
- Affiliate sites (list individually):
- Access points (list individually):

Ratio of referrals to enrollments into partner programs

Placed in employment:

- Reporting Period:
- YTD:

Of the total number of placements into employment, the number of placed in targeted industries/in-demand occupations as defined by the NEAZ LWDB.

Average Wage of those placed in employment:

- Reporting Period:
- YTD:

6. Vignettes

Instructions for Preparing the Bi-Monthly Report

FORMAT

Bi-Monthly progress reports should give the Northeastern Arizona Local Workforce Development Board sufficient information for a full understanding of the program's performance. No page minimum or limitations are prescribed regarding the length of the report. Fully respond to each of the information categories covered by the report.

REPORT CONTENTS – Please follow this format

1. **Major activities and accomplishments during this reporting period:**
Summarize ARIZONA@WORK Northeastern Arizona activities and accomplishments that occurred during the reporting period as outlined in the contracted Scope of Work.
2. **Problems/Barriers and how they are being addressed:** Describe any deviations or departures from the proposed activities described in #1 "*Major activities and accomplishments during this reporting period*". Describe the problem, alternatives considered to resolve the problem, and the impact of the problem on achieving ARIZONA@WORK Northeastern Arizona goals and objectives.
3. **Planned major activities during the next reporting period:** Describe what activities or strategies are being planned for the next reporting period. These activities should be measured in #1 "*Major activities and accomplishments during this reporting period*" in the report submitted next reporting period.
4. **Best practices and/or program innovations**
Describe best practices or innovations that have been successful in the targeted service area.
5. **Data**
 - Provide summary data. Data should reflect system-wide outcomes and not limited to the comprehensive center. **NOTE: Northeastern Arizona Local Workforce Development Board reserves the right to request additional data throughout the year.**
 - Include data source and partners represented in all data sets.
6. **Vignettes**
Include anecdotal information or descriptions of situations where services provided through this contract positively affected the lives of the people served.

One Stop Operator Agreement

Chicanos Por La Causa Inc. – Workforce Solutions FY24 Budget		
Wages & Salaries	\$ 81,544	
Benefits and Employer Related Expenses	\$ 18,056	
Travel	\$ 18,000	
Non-Capital equipment	\$ 3,000	
Indirect Costs	\$ 19,416.60	
Total Budget	\$140,016.60	