

## One-Stop Operator Agreement

Subrecipient agreement between the Vermilion County Workforce Innovation Board and Danville Area Community College for services operating the American Job Center in LWIA 18.

Whereas, the State of Illinois has designated the Vermilion County Workforce Innovation Board (VCWIB) the authority to provide workforce services required by the Workforce Innovation & Opportunity Act (WIOA) and to enter into agreements for the purposes of providing workforce services; and

Whereas, the VCWIB and Chief Elected Official (CEO) in Local Workforce Innovation Area #18 have designated Danville Area Community College, as the fiscal agent, authority to enter into agreements for the purposes of providing workforce services as required by WIOA; and

Whereas, the WIOA requires each LWIB to establish at least one comprehensive workforce center that is operator by a "One-Stop Operator" that is a WIOA subrecipient that is competitively procured as required by TEGL 15-16; and

Whereas, the VCWIB requires professional services to manage and coordinate the delivery of services amongst the several governmental and private workforce partners that provide services at the American Job Center located at 407 N. Franklin Street, Danville, IL 61832.

Whereas, the VCWIB has selected Danville Area Community College (DACC) through a competitive procurement process as being the party most capable of providing said services for LWIA 18; and

Whereas, DACC has experience and expertise in this area and is capable of providing one-stop management services and is willing to perform the required services for an amount not to exceed \$85,633.

Now, therefore in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### AGREEMENT

**Services/Personnel.** DACC shall perform the services provided in Appendix A of this Agreement, which is attached and incorporated by reference herein, and will employ a sufficient number of staff or contract with the appropriate vendors, having the training and experience required to adequately meet the requirements of this Agreement.

**Period of Performance.** This Agreement shall commence on July 1, 2021 and expire on June 30, 2022.

**Renewal.** Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The VCWIB renew this contract for an or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions. The contract may neither renew automatically nor renew without written consent of both parties (VCWIB & DACC).

The VCWIB reserves the right to renew for a total of 4 years in any one of the following manners: One renewal covering the entire renewal allowance, individual one-year renewals up to and including the entire renewal allowance, or any combination of full or partial year renewals up to and including the entire renewal allowance.

**Costs & Payment Provisions.** The cost for services shall not exceed the amount set forth in Appendix B, which is attached and incorporated by reference herein. DACC shall submit financial reports in the form directed by the VCWIB. The VCWIB agrees to provide, and DACC agrees to accept, cash, non-cash, or in-kind payments for the services provided under this Agreement. Additional payment and reporting requirements are set forth in Appendix B.

Invoices shall conform to the VCWIB's fiscal year requirements, including prorating, if necessary, notwithstanding any contrary provision herein. By submitting its invoices, DACC represents that the services have met all written requirements of the Agreement. Invoices shall be submitted to Brian Hensgen and include the beginning and ending services dates covering the period of work for the invoiced amount.

**Federal Intellectual Property Rights Notice.** The federal government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under a WIOA grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchased a copyright in a work, where USDOL has a license or rights of free use in such work. If revenues are generated through selling products developed with WIOA grant funds, including intellectual property, these revenues are program income. If applicable, program income must be expended in accordance with the provisions of the USDOL federal award and 2 CFR 200.307. If applicable, the following needs to be on all products developed in whole or in party with WIOA grant funds:

*"This workforce product was funded by a grant awarded by the US Department of Labor Employment and Training Administration. The product was created by the contractor and does not necessarily reflect the official position of the US Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it."*

**Suspension of Work.** Either Party shall provide the other Party with at least thirty (30) days' written notice prior to suspending work under this Agreement for any reason.

**Termination:**

**Termination for Breach.** Upon breach of this Agreement by either Party, the non-breaching Party may terminate this Agreement upon thirty (30) days' written notice, unless during such notice period the breaching Party fully cures its breach. The non-breaching Party may unilaterally elect to provide an additional period of time to cure a breach. The waiver of any right to terminate for breach shall not

constitute a waiver of any right to terminate for future breaches, whether of a similar or dissimilar nature.

**Termination for Convenience.** This Agreement may be terminated by either Party for convenience upon sixty (60) days' written notice. The VCWIB shall pay DACC for allowable costs incurred and non-cancellable obligations in providing services through the date of termination, and DACC shall furnish all deliverables as required hereunder through the date of termination.

**Availability of Appropriation; Sufficiency of Funds.** This Agreement is contingent upon and subject to the availability of sufficient funds. The VCWIB may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (a) sufficient funds for this Agreement have not been appropriated or otherwise made available to the VCWIB by the State or the Federal funding source. The VCWIB shall provide notice, in writing, to DACC of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this paragraph will be effective upon the date of the written notice unless otherwise indicated.

**Records, Confidentiality, Work Product, & Protected Personal Information.** DACC shall maintain records necessary to support amounts charged to the VCWIB in accordance with applicable law, the terms of this Agreement, and generally accepted accounting practice. DACC shall maintain such records for a minimum of three (3) years after the completion of the Agreement, final payment, or completion of any audit or litigation, whichever is later. All records shall be made available for review or audit by the VCWIB, its representatives, the Illinois Auditor General, and other governmental entities with monitoring authority, upon reasonable notice & during normal business hours. DACC agrees to cooperate fully with any review or audit. If any audit indicates overpayment to DACC or a subcontractor, the VCWIB shall adjust future or final payments otherwise due as outlined in the Governor's Guidelines to State and Local Program Partners Negotiating Costs & Services Under the Workforce Innovation and Opportunity Act of 2014. If no payments are due and owing to DACC, or if the overpayment exceeds the amount otherwise due, DACC shall immediately refund all amounts, which may be due to the VCWIB. Failure to maintain the books, records, and supporting documentation by this paragraph shall establish a presumption in favor of the VCWIB for the recovery of any funds paid by the VCWIB under the Agreement for which adequate books, records, and other documents are not available to support the purported disbursement.

To the extent DACC maintains or has access to any confidential, protected personal information, or otherwise sensitive information related to any person participating in WIOA or related state or federal workforce programs (the "Confidential Information"), DACC certifies that its officers, employees, agents, contractors, and subcontractors who are given access to said Confidential Information shall be instructed about its confidential nature and that it shall only be used to further the objectives of WIOA program or related state or federal workforce programs. DACC agrees to report any improper access, disclosure, or use of Confidential Information to the VCWIB. Access to any Confidential Information created or maintained by the VCWIB under this Agreement must be restricted to only those employees or agents of the VCWIB who need it in their official capacity to perform duties in connection with this Agreement. Additional information about the personal information security requirements related to USDOL programs and this Agreement are located at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=7872](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872).

To the extent the VCWIB collects or maintains protected personal information as part of carrying out this Agreement, the VCWIB shall maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

- (i) Personal Information Defined. As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5
- (ii) Protection of Personal Information. LWIB/DACC shall use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of this Agreement and (a) not use any Personal Information for any purpose outside the scope of this Agreement and (b) except as otherwise authorized by Commerce in writing, limit access to Personal Information to those of its employees, contractors, and agents who such access for purposes consistent with this Agreement. DACC and its agents, subcontractors and any subrecipients must meet the requirements in USDOL TEGL 39-11. If DACC provides any contractor or agent with access to Personal Information, it shall require the contractor or agent to comply with the provisions of this paragraph.
- (iii) Security Assurances. DACC represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. Such safeguards shall be reasonably designed to (a) ensure the security and confidentiality of the Personal Information, (b) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (c) protect against unauthorized access to or use of Personal Information. Additionally, DACC will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40
- (iv) Breach Response. In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), DACC agrees that it shall promptly at its own expense (a) report such Breach to the VCWIB by telephone with immediate written confirmation send by email, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (b) take all actions necessary or reasonably requested by Commerce to stop, limit or minimize the Breach; (c) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied, or removed; (d) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (e) provide any notice to Illinois residents as required by 815 ILCS 530/10 or applicable federal law, in consultation with the VCWIB; and (f) cooperate in the preparation of any report related to the Breach that the VCWIB may need to present to any governmental body.
- (v) Injunctive Relief. DACC acknowledges that, in the event of a breach of this paragraph, the VCWIB will likely suffer irreparable damage in that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the VCWIB may possess pursuant to applicable law, the VCWIB retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.
- (vi) Compelled Access or Disclosure. DACC may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided DACC gives the VCWIB

at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the VCWIB wishes to contest the access or disclosure.

**Indemnification & Liability.** Neither Party shall be liable for incidental, special, consequential or punitive damages, or for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This Agreement shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party. The legal liability of both Parties is limited by Illinois law.

**Notices.** All notices required under this Agreement shall be via email with a return receipt requested. Notice is deemed effective upon receipt of a Party at this email address: [l1ight@vercounty.org](mailto:l1ight@vercounty.org).

#### **General Provisions.**

- a. The Parties shall abide by all federal and state laws, regulations or orders that prohibit discrimination because of race, color, creed, religion, sex, national origin, ancestry, age, marital status, handicap, physical or mental disability, unfavorable discharge from the military, or status as a disabled veteran or a veteran of the Vietnam era. The Parties further agree to take affirmative action to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Agreement.
- b. Information provided by either Party to the other shall be treated as confidential to the extent permitted by Illinois law and in accordance with the terms and conditions given in paragraph 12, above.
- c. Nothing in this Agreement is intended to or shall create any rights or remedies in any third party.
- d. The Parties affirm that, to the best of their knowledge, there exists no actual or potential conflict between their business or financial interests and their obligations under this Agreement; and, in the event of a change in either Party's interests or obligations, a Party shall disclose to the other any matters creating a potential or actual conflict of interest.
- e. Any failure of a Party to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either Party thereafter to enforce every provision in accordance with the terms of this Agreement.
- f. Neither party shall be liable for damages due to any delay or default in performing its respective obligations under this Agreement if such delay or default is caused by conditions beyond its control. Such conditions include but are not limited to failure by subcontractors or supplies to furnish equipment, software, parts or labor; war, acts of terrorism, sabotage, insurrections, riots, civil disobedience and the like; acts of governments and agencies thereof; labor disputes; accidents; fires, floods, or acts of God; government restrictions; strikes or work stoppages; and acts or failures to act of third Parties. So long as any such delay or default continues, the Party affected by the conditions beyond its control shall keep the other party at all times fully-informed concerning the matters causing the delay or default and the prospects of their ending. In such event, the delayed party shall perform its obligations hereunder within a reasonable time after the cause of the failure has been remedied, and the other party shall be obligated to accept such delayed performance.
- g. If any provision of this Agreement is held unenforceable for any reason, that unenforceability shall not affect the remainder of this Agreement, which shall remain enforceable in accordance with its

terms. All commitments by DACC herein are subject to all the constitutional and statutory limitations and restrictions that are binding upon DACC.

- h. This document, along with its attached Appendices A & B, constitute the entire agreement between the parties with respect to the subject matter herein, and supersedes all prior oral and written communications with respect to its contents. No modification, extension, or waiver of this Agreement or any provision thereof shall be binding upon either the VCWIB or DACC unless reduced to writing and duly executed by both parties.

**Amendments.** This Agreement may be amended or modified by the consent of both Parties at any time during its term. Amendments to this Agreement must be in writing and signed by the Chairman of the VCWIB and the President of DACC. No change in, addition to, or waiver of any term or condition of this Agreement shall be binding on the VCWIB or DACC unless approved in writing by an authorized representative of the VCWIB and DACC.

**Assignment.** This agreement may not be assigned by either party without the prior written consent of the other.

**Certification.** DACC certifies under oath that all information in this agreement is true and correct to the best of their knowledge, information and belief; that the funds provided under this agreement shall be used only for the purposes described in this agreement; and that the award of any funds under this agreement is conditioned upon such certification.

**Legal Authority.** DACC acknowledges this agreement is subject to WIOA and any applicable requirements of the USDOL award(s).


**Applicable Law; Claims.** This agreement and all subsequent amendments thereto, if any, shall be government and construed in accordance with the laws of the State of Illinois.

**Counterparts.** This agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a PDF document shall be deemed original for all purposes.

**In witness whereof,** the parties have hereunto caused this agreement to be executed by their duly authorized representatives.

By:   
\_\_\_\_\_  
President, Danville Area Community College  
Stephen Wacco

Date: 4/29/21

By:   
\_\_\_\_\_  
Chairman, Vermilion County Workforce Innovation Board

Date: 4/29/21

## Appendix A

### **Scope of Work**

This appendix includes the scope of work for DACC as the One Stop Operator. WIOA envisions high-quality one-stop-center systems that are business-driven, customer-centered, integrated and tailored to meet the needs of regional economies. The One-Stop Operator will coordinate and integrate services and referrals among program partners as specified in the local and regional plans.

DACC will function as the One-Stop Operator under WIOA. DACC is committed to a system that provides high quality customer services. In that regard, a service integration model provides a variety of activities to better align, organize, and optimize workforce service delivery and outcomes, creating one common customer path with a standardized process for a wide range of services including but not limited to:

- Coordination of a Resource Room at the American Job Center
- Facilitation of the single point of entry (electronic and physical) and creation of a common referral system to be used by all partners.
- Coordination of a centralized reception system including initial registration and sign-in services for all customers.
- Implementation and fulfillment of cooperative agreements and memoranda of understanding (MOU) with partners.
- Coordination of one-stop partner services, with guidance from the Workforce Innovation Board.
- Provision of effective allocation of staff resources.
- Provision of ongoing staff training in order to avoid unnecessary duplication and provide accurate, complete, consistent, and compliant operator services.
- Coordination of access to virtual resources at appropriate partner locations, libraries, and other points within the local workforce area.
- Development of processes to ensure that all customers receive appropriate, timely, and effective career services; i.e., customer call routing and response, familiarity with partner agency services, and ongoing staff training.
- Development and implementation of a formal referral process for services, within and outside the Center; i.e., define minimum standards for referral, referral follow-up requirements, and documentation of referral outcomes.
- Provision of reports and adherence to policy directives set forth by the LWIB Board
- Active participation with core partners to integrate services in the one-stop system and the center.
- Performance of continuous improvement activities to achieve the highest levels of service delivery quality and exceptional customer service.
- Development and implementation of a coordinated staff development/training plan (customer service, cross-training among partners, community resources, etc.) for partner program staff.
- Ensure full implementation of the federal, state, and local branding standards.
- Ensure full compliance with all federal, state, and local policies and procedures related to the one-stop system and the one-stop center.
- Development of a data-sharing plan that will enable a system-wide approach to address local workforce issues. Data will be gathered from all partner systems to improve service delivery in response to area labor market requirements.
- Development of new initiatives responsive to the needs of the workforce and businesses including the development of in-demand accelerated training opportunities.

- Development of workforce development activities responsive to business needs assessment.
- Implementation of new and innovative methods to serve customers with barriers to employment including ex-offenders, homeless individuals, veterans, and individuals with disabilities.

### **Management Plan**

DACC shall complete a management plan for the workforce center that includes an outline of the scope of work, an individual who will serve as a point of contact, the specific deliverables, including associated action steps and activities, timeline and budget.

The approved project plans for each task shall be incorporated fully into this Agreement, and DACC shall be responsible for completion of the scope of work and deliverables set forth in the project plans.

### **Reports**

The One-Stop Operator shall periodically prepare written reports to the LWIB upon request, and such other State and Federal agencies as requested or otherwise required by law, pertaining to the following;

- Coordination and tracking partner agency referrals,
- Developing a reporting process in conjunction with the Partners for the ongoing tracking of performance and referrals, with quarterly reporting to the local board,
- Coordination of maintaining the content and integrity of partner website information and linkages,
- Assisting partners responding to economic needs of the local area as specified in the local and regional plans, as well as report outcome to the local board,
- Assisting partners in identifying to recruit and match businesses with the skilled workers they seek,
- Compiling minutes, notes or agendas meetings convened of the One-Stop Partners to:
  - o work with partners to assess customer/client needs as part of the continuous improvement process for the one-stop center,
  - o collect customer feedback and work with partners to address issues as part of the continuous improvement process for the one-stop center,
  - o periodically review one-stop program(s) and center accessibility,
  - o assure one-stop center materials are up-to-date and available for resource room staff and customers, and maintain adequate inventories,
  - o report and coordinate maintenance needs with center staff and property owner/manager.



## Appendix B - Budget

### **Standard Terms**

All costs must be reasonable, allowable and necessary under WIOA and the Uniform Administration Requirements at 2 CFR 200. The annual budget of \$85,633 covers the cost of performing all activities necessary to operate the one-stop center and achieve project deliverables as described in this agreement.

### **Federal Funding Source Identifying Information**

Federal Awarding Agency: US Department of Labor

Federal Awarding Agency Contact:

Federal Award Number:

Federal Award Date:

Federal Award Period of Performance:

Federal Award Project Description:

Identification of whether the Federal Award is R&D: Yes or No

Total Amount of Federal Award:

Budget Approved by the Federal Awarding Agency:

Total Approved Cost Sharing or Matching:

Total Amount of Federal Funds Obligated under this Federal Award:

Funds made available to DACC for this agreement include funding from the following sources

CFDA (number, name, amount of funds used for this agreement)

DACC DUNS number:

DACC Indirect Cost Rate:

### **Pricing**

DACC's price for the initial term of this contract is \$85,633. If the contract is renewed, the price shall be at the same rate as for the initial term without a formal amendment. The total payments under this contract shall not exceed \$85,633 without a formal amendment.

### **Invoicing**

DACC will bill on a basis as agreed upon by the partners 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.

### **Payment**

LWIA 18 agrees to provide and DACC 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 LWIA 18's One Stop Operating Budget that is submitted in accordance with the Governor's Guidelines to State and Local Program Partners Negotiating Costs and Services Under the Workforce Innovation and Opportunity Act of 2014. LWIA 18 and DACC may use the annual One Stop Operating Budget as the method of payment for the services provided under this agreement.