

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "**Agreement**"), effective as of [REDACTED], is by and between the Little Rock Workforce Investment Board ("**LRWIB**"), a 501(c)(3) non-profit corporation incorporated in Arkansas, and [REDACTED] ("**One-Stop Manager**"), [REDACTED]. LRWIB and One-Stop Manager each is sometimes referred to herein as a "**Party**" and together are referred to herein as the "**Parties**."

RECITALS

WHEREAS, LRWIB issued a Request for Proposals, which was revised on April 11, 2008 (the "**RFP**"), to solicit entities to manage the Arkansas Workforce Center at 3901 South University Ave. Suite 24, Little Rock, Arkansas 72204 (the "**Center**");

WHEREAS, One-Stop Manager submitted a proposal in response to the RFP (the "**Proposal**") and, as a result of a competitive proposal process, One-Stop Manager was awarded the contract for the management of the Center;

WHEREAS, LRWIB and One-Stop Manager agree that it is in the best interests of both Parties for LRWIB to engage One-Stop Manager, and One-Stop Manager desires to accept such engagement on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties covenant and agree as follows:

AGREEMENT

1. **Engagement of One-Stop Manager.** Subject to the terms and conditions of this Agreement, LRWIB agrees to engage One-Stop Manager to provide the services specified in Exhibit A attached hereto and incorporated herein (the "**Services**").

2. **Compensation.**

2.1 In full compensation for all services to be provided by One-Stop Manager to LRWIB hereunder, LRWIB shall pay One-Stop Manager in accordance with Exhibit B attached hereto and incorporated herein.

2.2 For One-Stop Manager's fees and expenses incurred pursuant to and in accordance with the Exhibit B, by the 5th working day of each month, One-Stop Manager will submit the following (collectively, the "**One-Stop Manager Invoice**"):

2.2.1 An invoice to LRWIB for the previous month's costs; and

2.2.2 Documentation reasonably necessary to evidence such costs.

2.3 Within thirty days after LRWIB receives the One-Stop Manager Invoice, LRWIB will pay the One-Stop Manager the amount requested in the One-Stop Manager Invoice.

3. **Term and Termination.**

3.1 **Term.**

3.1.1 This Agreement shall be effective on the date set out in the first paragraph of this Agreement (the "**Effective Date**") and shall expire on the one-year anniversary of the Effective Date (the "**Initial Term**") unless earlier terminated.

3.1.2 LRWIB by written notice to One-Stop Manager may require continued performance of the Services for up to two additional one-year terms (each a "**Renewal Term**") at the rates and terms specified in this Agreement. For the first Renewal Term, LRWIB shall provide such notice to One-Stop Manager within 30 days prior to the end of the Initial Term. For the subsequent Renewal Term, LRWIB shall provide such notice to One-Stop Manager within 30 days prior to the end of the immediately preceding Renewal Term.

3.1.3 The Initial Term and any and all Renewal Terms are collectively referred to in this Agreement as the "**Term**".

3.2 **Termination.**

3.2.1 Either Party may terminate this Agreement (i) with or without cause by giving 30 days written notice to the other Party; (ii) upon the other Party's failure to cure any material breach of this Agreement within 30 days after such other Party's receipt of notice of such breach; or (iii) if circumstances beyond its control make performance of its material obligations under this Agreement impossible for a period of 90 consecutive calendar days.

3.2.2 Upon termination for any reason, (i) LRWIB shall pay One-Stop Manager for satisfactory Services performed prior to the date of such termination and (ii) One-Stop Manager shall deliver to LRWIB all work in process, drafts, and other materials developed in connection with the Services and any other materials, documentation, or information necessary to complete or have completed, the Services.

4. **Independent Contractor Status.** In performance of this Agreement, the Parties shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the Parties that they are independent contractors and nothing in this Agreement shall be construed to create an employer/employee relationship. The employees and agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose whatsoever. Each Party agrees and acknowledges that the other Party is engaged in an

independent trade, occupation, profession or business.

5. **Indemnification.**

5.1 One-Stop Manager shall indemnify, defend and hold harmless LRWIB and its affiliates, agents, directors, principals, officers and employees (collectively, the "**LRWIB Parties**") from and against all lawsuits, and claims or any other proceedings brought against any of the LRWIB Parties by a third party, and all related liabilities, damages, losses, costs and expenses (including reasonable attorney's fees and disbursements and costs of investigation, litigation, settlement, administration, judgments, interest and penalties) arising from:

5.1.1 any breach of this Agreement, or negligence or intentional tortious act by One-Stop Manager or any of its affiliates, agents, directors, principals, officers or employees (collectively, "**One-Stop Manager Parties**") in the performance of this Agreement by One-Stop Manager;

5.1.2 the death or bodily injury of any person or the damage, loss or destruction of any real or tangible personal property directly and proximately caused by the negligence or intentional tortious acts or omissions of any of the One-Stop Manager Parties, in connection with performance of this Agreement by One-Stop Manager; or

5.1.3 the infringement of any patent, copyright, trademark, trade secret or intellectual property right by any of the One-Stop Manager Parties in connection with performance of this Agreement by One-Stop Manager.

5.2 LRWIB shall indemnify, defend and hold harmless the One-Stop Manager Parties from and against all lawsuits, and claims or any other proceedings brought against any of the One-Stop Manager Parties by a third party, and all related liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, administration, judgments, interest and penalties), arising from:

5.2.1 any breach of this Agreement, or negligence or intentional tortious act by any of the LRWIB Parties or its servants or employees in the performance of this Agreement by LRWIB;

5.2.2 the death or bodily injury of any person or the damage, loss or destruction of any real or tangible personal property directly and proximately caused by the negligence or intentional tortious acts or omissions of any of the LRWIB Parties, in connection with performance of this Agreement by LRWIB; or

5.2.3 the infringement of any patent, copyright, trademark, trade secret or intellectual property right by any of the LRWIB Parties in connection with performance of this Agreement by LRWIB.

5.3 If any third party shall notify LRWIB or One-Stop Manager (the party so notified, the "**Indemnified Party**") with respect to any matter (a "**Third Party Claim**") which may give rise to a claim for indemnification against the other Party (the "**Indemnifying Party**") under this Section 5, then the Indemnified Party shall promptly notify the Indemnifying Party thereof in writing; provided, however, that failure to notify the Indemnifying Party shall not relieve the Indemnifying Party from any obligation hereunder unless (and then solely to the extent) the Indemnifying Party is materially prejudiced by such failure. The Indemnifying Party will have the right to defend the Indemnified Party against the Third Party Claim with counsel of its choice, which counsel shall be reasonably

satisfactory to the Indemnified Party, so long as the Indemnifying Party notifies the Indemnified Party in writing within 15 days after the Indemnified Party has given written notice of the Third Party Claim that the Indemnifying Party will indemnify the Indemnified Party in accordance with this Section 5. As long as the Indemnifying Party is conducting the defense of the Third Party Claim in accordance with this Section 5.3, the Indemnified Party may not enter into any settlement or consent to the entry of a judgment with respect to the Third Party Claim, without the consent of the Indemnifying Party.

6. **Limitation on Liability.** Neither Party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages (including loss of profits, loss of revenue or loss of good will) for any claim, whether based on warranty, contract, tort (including negligence), strict liability or otherwise, even if the Party has been advised of the possibility of such damages; provided, however, that this Section 6 shall not apply to or limit a Party's obligation to indemnify the other Party pursuant to Section 5 of this Agreement. Each Party further agrees that the other Party, its affiliates, agents and subcontractors, and each of their personnel shall not be liable for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed under this Agreement for an aggregate amount in excess of: (1) the total dollar amount of this Agreement; or (2) the fees paid by LRWIB to One-Stop Manager whichever is greater. The provisions of this Section 6 shall not apply to or limit a Party's obligation to indemnify the other Party pursuant to Section 5 of this Agreement.

7. **Funding Contingency.** Notwithstanding anything to the contrary in this Agreement, One-Stop Manager acknowledges and agrees that financial obligations of LRWIB payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

8. **Insurance.** One-Stop Manager shall, at all times during the Term of this Agreement, procure and maintain in force and at its sole cost and expense the following insurance from companies rated "A" or better by Best's Key Rating Guide:

8.1 Workers' Compensation and Employer's Liability insurance of not less than:

Bodily injury by accident	(as required by State law)
Bodily injury by disease	(as required by State law for each employee)
Policy limit	(as required by State law)

8.2 Commercial General Liability insurance, including coverage for bodily injury, property damage, personal injury and contractual liability for the following minimum limits of liability:

General Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limits	\$1,000,000
Each Occurrence Limit	\$1,000,000

8.3 If applicable Comprehensive Automobile Liability insurance, including coverage for contractual liability covering all owned, hired, or non-owned vehicles with the following limits of liability:

Bodily Injury and Property Damage/ Combined Single Limit	\$1,000,000
Each Occurrence	\$1,000,000

8.4 One-Stop Manager shall provide LRWIB with (a) evidence of insurance in compliance

with the foregoing obligations and (b) 30 days prior written notice if such insurance will be cancelled or materially altered.

9. **Confidential Information.** Each Party hereby covenants and agrees that it will not, at any time during the term of this Agreement (including any extension thereof), plus a period of two years thereafter, (i) disclose any trade secrets or confidential information of the other Party (the "**Disclosing Party**") or any such information related to the Disclosing Party's business, (including but not limited to cost or pricing information, customer lists, commission plans, internal business procedures, market studies, software, hardware, source code, methodologies, procedures, processes, know-how, and similar non-public information relating to the Disclosing Party's internal operations, business, plans, policies or practices) to any third party or (ii) use or permit the use of any of Disclosing Party's trade secrets or confidential information in any way to compete (directly or indirectly) with the Disclosing Party or in any other manner adverse to the Disclosing Party; provided, however, that the trade secrets and confidential information referenced in the foregoing provision shall not include any form of information or knowledge which: (a) is already in the public domain, or enters the public domain, under any circumstances other than a wrongful act by the Party; (b) is received by the Party from any third party without violation of a similar restriction and without breach of this Agreement; (c) is independently developed by the Party; (d) is jointly developed with the Disclosing Party through efforts not covered by this Agreement; or (e) is lawfully required to be disclosed by any, law, statute, regulation, a court competent jurisdiction or governmental agency. If disclosure is required as described in clause (e) above, the Party required to make the disclosure agrees to notify the Disclosing Party, promptly in writing and, upon such Disclosing Party's request, to cooperate in all lawful efforts to resist such disclosure. This Section is not intended to limit either Party's ability to use materials it developed as part of the work done under this Agreement, to market its products or services.

10. **Ownership of Work Product.** LRWIB shall have all ownership right, title and interest, including ownership of copyright, in all work product created, designed, developed, derived, documented, installed or delivered to LRWIB under this Agreement, unless otherwise specified in writing.

11. **Public Relations.** One Stop Manager may not undertake any publicity or publish for public consumption any results or information about its program or the program participants without prior review and written approval by the LRWIB Executive Director. One-Stop Operators who receive funds from LWIA, regardless of the name under which the program is operated, must state that the program is funded by the LRWIB through WIA, TANF or as applicable.

The One-Stop Operator does hereby agree to prominently incorporate the name and logo of the ARKANSAS WORKFORCE CENTER AT LITTLE ROCK and the LITTLE ROCK WORKFORCE INVESTMENT BOARD when developing collateral materials or publicity, such as radio, print or television coverage, any form of a media press release, advertising or any informational materials concerning the One-Stop Operator's program. Collateral materials such as letterhead, business cards, envelopes, informational pamphlets/brochures, flyers, posters, etc., require specific guidelines with relation to logo use, paper stock, medium, and other specifications. Copies of these materials shall be forwarded to the LRWIB and ARWIB prior to production and distribution and written approval obtained.

12. **Nepotism.**

12.1 **Prohibition in Employment.** One-Stop Operator shall assure that no officer, employee, or member of the One-Stop Manager's governing body shall employ any person related to any member of the governing body or to any other officer or employee authorized to employ or

supervise such person.

12.2 **Individual Recommendations.** No individual whose salary is funded in whole or in part under this Agreement, or who is responsible for carrying out the obligations under this Agreement shall appoint, employ, advance or advocate for the appointment, employment, promotion, or advancement in or to a position with the One-Stop Manager's organization a member of that individual's immediate family.

12.3 **Procurement of Goods and Services.** Neither One-Stop Manager nor any individual who is responsible for carrying out the obligations under this Agreement for the One-Stop Manager and whose salary is funded in whole or in part under this Agreement shall enter into a contract and/or purchase goods and/or services with funds made available under this Agreement from a member of that individual's immediate family.

12.4 **Definition of Immediate Family Member.** Immediate family member for purposes of this definition shall mean a wife, husband, son, daughter, sister, brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, mother, father, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, grandparent, grandchild, half brother, half sister and first cousin.

13. **Grievance Procedures.**

13.1 **LRWIB Grievance Procedures.** To the extent consistent with applicable law, One-Stop Manager agrees to comply with the LRWIB Complaint Procedures in the form attached to this Agreement as Exhibit C (the "**LRWIB Grievance Procedures**") with respect to a non-criminal grievance or complaints in connection with any programs funded and operated by LRWIB. LRWIB shall not change the LRWIB Grievance Procedures in any material respect, except to make them consistent with applicable law, without the prior, written approval of One-Stop Manager. Discrimination or equal opportunity complaints shall be governed in accordance with State of Arkansas and Federal requirements.

13.2 **Applicability of Grievance Procedures to Audits.** One-Stop Manager agrees that the LRWIB Grievance Procedures shall also be applicable to the resolution of complaints arising from actions taken by LRWIB with respect to audits, investigations or monitoring findings of the program funded by this Agreement, except that to the extent such audits, investigations, or monitoring findings are subject to State or appropriate federal agency, approval, concurrence or review in order to be considered resolved, no action taken at the local level shall be considered a final action for the purpose of disposition of the matter until the State and/or the appropriate federal agency concur.

13.3 **Participant Access to Grievance Procedures.** Program participants shall be afforded access to the LRWIB Grievance Procedures for resolution of any formal grievance or complaint lodged by a participant while taking part in the program funded by this Agreement. One-Stop Operator agrees to be bound by any decision arrived at as a result of taking part in the LRWIB Grievance Procedures; *provided, that*, such decision is not arbitrary and capricious. The final resolution of the grievance must be made within sixty (60) days of the filing of the formal grievance or complaint. The One-Stop Manager agrees to cooperate with LRWIB in complying with the sixty (60) day deadline to resolve recipient grievances.

14. **Monitoring.** The One-Stop Operator shall be subject to on-site monitoring to ensure compliance with the terms and conditions of the Agreement and agrees to fully cooperate with all monitoring or investigations as follows:

14.1 All records pertaining to the One-Stop Operator's performance under this Agreement shall be made available to LRWIB Office of Independent Monitoring or its designee. These records include, but are not limited to: financial information, books of accounting, supporting documentation for financial transactions, participant information, participant files, employee records, payroll information, policies and procedures, independent audits and management letters, internal memos, board of director's minutes including committee minutes, and monitoring reports by other funding agencies.

14.2 One-Stop Operator agrees to provide copies of any documentation deemed necessary by monitoring staff during the course of the monitoring engagement at no cost to LRWIB. Copies shall be provided to the LRWIB upon request, within a reasonable time frame as approved by the monitoring staff.

14.3 Access to One-Stop Operator's facilities, files, records, clients and personnel will be granted to monitoring personnel for monitoring purposes during regular office hours with or without previous announcement. Suitable workspace and accommodations for such monitoring shall be provided for monitoring staff with access and use of any office equipment deemed necessary to conduct the monitoring activities.

14.4 The LRWIB shall provide a written report to One-Stop Operator within ten (10) calendar days of completion of the monitoring activities, and after having received any additional information requested of the One-Stop Operator to conclude any open portion of the monitoring engagement.

14.5 One-Stop Operator is required to submit a Corrective Action Plan (CAP) within twenty (20) calendar days of receiving a monitoring report. The CAP must address each finding individually and indicate specific actions to be taken to correct the deficiencies. The CAP shall indicate specific time frames that compliance is to be achieved for each area of deficiency. The CAP must meet all requirements and be approved by LRWIB.

14.6 Failure to cooperate or hinder monitoring efforts constitutes a breach of contract and may be subject to all recourses available as outlined in the Agreement, including contract termination, withholding of payment and/or de-obligation of funds.

15. **Capital Expenditures.** One-Stop Operator does hereby agree that any purchases of capital equipment utilizing LRWIB funds require prior written approval by the LRWIB Executive Director, and that capital equipment purchased with LRWIB funds remains the property of the State of Arkansas under the custodianship of the LRWIB. Capital expenditures made without prior written approval by LRWIB shall be disallowed costs and are the sole responsibility of One-Stop Operator. Capital equipment is hereby defined as "any equipment, fixtures and other tangible personal property of a non-consumable and non-expendable nature, the value or cost of which is five hundred dollars (\$500) or more and the expected life of which is one year or more."

16. **Representations, Warranties and Covenants.**

16.1 In order to induce LRWIB to enter into and perform this Agreement and to consummate the transaction contemplated hereby, One-Stop Manager hereby represents, warrants, and covenants to LRWIB that:

16.1.1 It has the full right and authority to enter into, execute, deliver and perform

its obligations under this Agreement.

16.1.2 All corporate actions necessary to enter into this Agreement and to perform all of the transactions contemplated hereby have been taken.

16.1.3 This Agreement constitutes a legal, valid and binding obligation enforceable against One-Stop Manager in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights and general equitable principles.

16.1.4 Its execution of and performance under this Agreement shall not violate any applicable material law, regulation, rule, statute or court order of any international, national, federal, state or local duly authorized government agency, court or body.

16.1.5 No consents of any third party or governmental body are required for the execution or performance of this Agreement.

16.1.6 It is not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.'s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

16.1.7 It shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, [42 U.S.C. 7401](#) et seq., and the Federal Water Pollution Control Act, as amended [33 U.S.C. 1251](#) et seq.

16.1.8 It shall comply with the government-wide requirements for a drug-free workplace, codified at 29 CFR part 98.

16.1.9 It shall comply with the restrictions on lobbying which are codified in the DOL regulations at 29 CFR part 93.

16.1.10 No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of One-Stop Manager on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, State or statutory law. Further, One-Stop Manager shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Finally, One-Stop Manager shall comply with the nondiscrimination and equal opportunity provisions of Section 188 of the Workforce Investment Act and its implementing regulations found at 29 CFR Part 37.

16.1.11 One-Stop Manager shall determine allowable costs under the provisions of the Federal Acquisition Regulation at 48 CFR Part 31.

16.2 In order to induce One-Stop Manager to enter into and perform this Agreement and to consummate the transaction contemplated hereby, LRWIB hereby represents, warrants, and covenants to One-Stop Manager that it shall cooperate in good faith with the One-Stop Manager to the extent reasonably necessary to allow the One-Stop Manager to provide the Services.

16.3 One-Stop Manager agrees to abide by the provisions of the RFP during the term of this Agreement unless a specific variance is requested and obtained from the LRWIB.

17. **Records and Audit.** One-Stop Manager shall maintain for a period of 5 years following the termination of this Agreement all books, records and documentation of One-Stop Manager, insofar as they relate to work performed or money received under this Agreement. One-Stop Manager shall permit the U.S. Department of Labor, the U.S. Comptroller General, or any of their duly authorized representatives, to have access to any books, documents, papers and records of the One-Stop Manager that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

18. **Amendment.** This Agreement is subject to such modifications as may be required by changes in Federal or state law, or their implementing regulations. Any modification so required automatically shall be incorporated into and be part of this Agreement on the effective date of such modification as if fully set forth herein. Except as provided in the immediately preceding sentence, no amendment, modification or variation of the terms of this Agreement shall be valid unless made in writing, signed by both Parties.

19. **Assignability.** This Agreement, together with all of the rights, interests or obligations hereunder may not be assigned or subcontracted by either Party without the express written consent of the other Party. Notwithstanding the foregoing, One-Stop Manager without the consent of LRWIB may subcontract with any entity identified as a subcontractor in the Proposal and with entities that provide janitorial, copier, printing, or comparable services.

20. **Severability.** If any part of this Agreement is found to be void or unenforceable for any reason, the remainder of this Agreement shall be enforced, to the fullest extent possible, as if such void or unenforceable provision was not part of this Agreement.

21. **Complete Agreement.** This Agreement, the exhibits to this Agreement, the Proposal, and the RFP contain all of the terms and conditions agreed upon by the Parties hereto with reference to the subject matter hereof and supersede all prior agreements, written or oral, and negotiations with respect to the subject matter hereof. In the event of conflicts or inconsistencies among these documents, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: (i) this Agreement; (ii) the exhibits to this Agreement; (iii) the Proposal; and (iv) the RFP.

22. **Survival.** Any provision of this Agreement which by its nature extends beyond the term hereof or which is required to ensure that the Parties are able to fully exercise their rights and perform their obligations hereunder shall survive the expiration or termination of this Agreement for any reason whatsoever.

23. **Waiver.** The failure of either Party to enforce at any time or for any period of time the provision of this Agreement shall not be construed as a waiver of those provisions or of the right of that Party thereafter to enforce every provision of this Agreement. No provision of this Agreement shall be deemed to have been waived, except if such waiver is contained in a written instrument executed by the Party against whom such waiver is to be enforced. No waiver by a Party of any term or condition of this Agreement shall constitute a waiver by such Party of any prior, concurrent or subsequent breach or default of the same or any other term or condition of this Agreement.

24. **Attorneys' Fees.** If either Party brings any suit, action, counterclaim, or arbitration to enforce the provisions of this Agreement (including without limitation enforcement of any award or

judgment obtained with respect to this Agreement), the Prevailing Party (as defined herein) shall be entitled to recover a reasonable allowance for attorneys' fees, litigation expenses, and court costs. For purposes of this Section 19, "**Prevailing Party**" includes, without limitation, a Party who obtains substantially the relief sought by it.

25. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Arkansas (without giving effect to principles of conflicts of law).

26. **Notices.** Any notice, request, demand, waiver or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered (a) in person; (b) by prepaid, registered or certified mail or (c) sent by a reputable overnight courier, to the receiving party at the address set forth below. Either Party may change the address to which notices are required to be sent by giving notice of such change in the manner herein prescribed to the other Party. All notices will be deemed to have been received upon personal delivery, on the third business day after being mailed in accordance with this section, or one business day after being sent by overnight courier, except that any notice of a change of address will be effective only upon actual receipt.

If to LRWIB:

Executive Director
Little Rock Workforce Investment Board
1123 S. University, Ste. 1000
Little Rock, Arkansas 722045

WITH A COPY TO:

Steve L. Riggs
Dover Dixon Horne, PLLC
425 W. Captiol, 37th Floor
Little Rock, Arkansas 72201

If to One-Stop Manager:

[REDACTED]

27. **Captions.** The section captions of this Agreement are for convenience only and do not constitute a part of this Agreement.

28. **Counterparts and Facsimile Execution.** This Agreement may be executed in two counterparts, each of which shall be deemed to be an original but both of which shall constitute one and the same instrument. This Agreement may be executed by facsimile, and each such facsimile signature shall be deemed to be an original. If this Agreement has already been executed by one Party, it shall not be open for acceptance and execution by the other Party after 30 calendar days following the date of the first signature of the other Party.

IN WITNESS WHEREOF, each Party has executed this Agreement on the date that appears below such Party's name.

**LITTLE ROCK WORKFORCE
INVESTMENT BOARD**



By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

Scope of Work

One-Stop Manager must manage the Center and effectively and efficiently deliver various workforce development services to LRWIB's job seeker customers and employer customers. In order to accomplish this, One-Stop Manager must maintain and continue to improve this integrated, responsive system of service delivery that is already in place, and to depart at contract expiration or termination by leaving said systems intact secure and operational.

The purpose of the Center is to provide a triage of service levels with the underlying focus on customer choice and self-determination. It is the goal of the Center that the delivery of services be focused on providing excellent customer service, quality case management, and effective job placement to ensure the long-term success of all customers.

Statement of Limited Funds and Priority Determination of the Little Rock Workforce Investment Board:

In the Little Rock Workforce Investment Area, funds will be considered limited and priority will be given to those individuals who reside in the City of Little Rock and that are receiving public assistance, other low-income individuals and those individuals determined by assessment to require assistance to attain employment that will lead to self-sufficiency.

Public assistance will be defined as an individual who is receiving Federal, State, or local cash payments for which eligibility is determined by a needs or income test.

A low-income individual will be defined as an individual or family member whose annualized income is equal to or less than the poverty level or 70% of the Lower Living Standard Income Level (LLSIL), which ever is greater.

Self-sufficiency will be defined as an individual or family member whose annualized income is the equivalent to or greater than 185% of the Lower Living Standard Income Level (LLSIL).

In accordance with 20 CFR § 663.610 funds allocated for dislocated workers are not subject to this requirement.

A. Target Groups: The One-Stop Manager must provide the services described in this Exhibit A to the following customers, as appropriate and within funding/eligibility guidelines:

- Employers seeking labor market information, labor exchange services (e.g., posting of job orders, receiving qualified referrals, etc.), specialized training arrangements for current or prospective workers, etc;
- The general public seeking Core Services;
- Individuals who meet the requirements for WIA registration under the Workforce Investment Act ("**WIA**") and are included in the priority of service categories, who are enrolled in and provided Intensive Services and, in some cases, provided Training Services;
- Individuals seeking specialized services such as veterans, ex-offenders, substance abusers, non-high school/GED graduates, individuals with multiple barriers to employment (including older individuals, people with limited English-speaking ability, and people with disabilities), individuals impacted by foreign trade who may be eligible for Trade Readjustment Assistance (TRA), NAFTA, and similar programs;

- Former WIA enrollees to whom follow-up services are to be provided; and
- Individuals receiving Temporary Assistance for Needy Families (“**TANF**”) that are subject to the welfare work requirements who have been referred by Workforce Reception Center;
- Former TANF recipients who are eligible for transitional benefits;
- Former or current welfare transition clientele, to whom follow-up services are to be provided;

B. Services to be Provided to Employers: A broad menu of services must be made available to employers by the One-Stop Manager to address not only their current labor needs but to assist in preparing for future labor needs. Those services include, but are not limited to, the following:

- 1) assisting employers to expand their access to potential labor pools consisting of youth, older workers, welfare recipients, individuals with disabilities, etc.
- 2) assisting employers with their recruitment process through posting of job orders, job fairs, space for on-site interviewing, etc.
- 3) screening prospective employees to ensure they have the skills and qualifications that meet the employers’ needs
- 4) referring only those job seekers who meet the employers’ minimum requirements
- 5) following up with employers after providing services to assess their satisfaction and need for further assistance
- 6) providing information on tax credits (e.g. Earned Income Tax Credit) and financial incentives for training available for new or current employees
- 7) providing timely and easily understood labor market information
- 8) making rapid response activities available at the work site for those employers faced with mass lay-offs and/or plant closings
- 9) educating employers about services available through the One-Stop Centers and other partners in the community, effective hiring and employee retention practices, employee training opportunities, etc.
- 10) coordinating with other agencies providing job placement assistance, such as the training vendors, private job placement firms, etc. in an effort to reduce and possibly eliminate the multiple calls made to employers

In order for the Center to be positioned as the front door for employer services in Little Rock, the One-Stop Manager must continually assess employers’ needs and deliver timely results that meet those needs.

C. Services to be Provided to Job Seekers: The One-Stop Manager must manage and provide the services described below as well as incorporate the parameters included under the section “Service Guidelines” that follows.

The Center shall be managed to provide access to three (3) tiers of services: Core Services universally available to all job seekers; Intensive Services for job seekers that require assistance beyond Core Services to secure employment; and Training Services for customers whose assessment results indicate a need for academic or occupational skills training. All customers accessing intensive and training services must be determined WIA eligible and must participate in a comprehensive assessment. Availability of funds, in conjunction with customer need and eligibility guidelines, and priority of service policy will determine the combination of services appropriately provided to individual customers.

Given funding limitations and the expected volume of customers, it may be necessary to provide many of the Core Services in groups or in a self-directed manner. (For example, initial orientations, assessments, and some job search activities may be more efficiently provided in groups, while résumé writing and review of job listings may be done independently on a computer in the resource room.)

Core Services (Section of the Act 134(d)(2) and 663.150-663.165 of the regulations) shall be made available to adults, out-of-school youth and dislocated workers in the Center. Youth 18 years of age or older will be served as an adult. The decision on which Core Services to provide and the timing of their delivery (mix and sequence) may be made on a case-by-case basis depending on the needs of the individual. Core Services include:

- Outreach, intake (which include Worker Profiling and Reemployment Services), and orientation to the system;
- Computer assisted assessment of skill levels, aptitudes, abilities, interests and values;
- Information on supportive services and community resources;
- Information on the eligibility requirements for all partner employment and training programs;
- Job search assistance workshops, career information , and career guidance;
- Job matching and referral;
- Local, regional and statewide labor market information;
- Information on financial aid, including Unemployment Compensation; information
- Certified education and training providers;
- Local performance outcomes of service providers;
- One-Stop activities, such as job fairs, and supportive services;
- Orientation to personal computers for access to self-directed services,
- such as Internet access and resume software;
- Coordination of information and services with school-to-careers activities; and
- Follow-up activities, including reassessment services, where needed.

Providing Core Services in a self-serve or informational mode and assisting customers with finding employment will be enhanced by the One-Stop Manager through managing and staffing of a resource room in the Center. The resource room will include much of the information mentioned above and will also include computers that will allow access to key information and services, such as Career One Stop, O*Net and the Internet, as well as the capability to conduct a self-assessment, print resumes, contact potential employers by phone, fax resumes, etc.

Intensive Services (Act 134 (d)(3)(C) and 663.200 of the regulations) are intended to identify obstacles to employment in order to determine specific services needed. Intensive Services may be provided to WIA eligible adults and dislocated workers who are unemployed and unable to obtain employment through Core Services. Services may also be made available to adults and dislocated workers who are employed, but who are determined to be in need of Intensive Services to obtain or retain employment that allows for self-sufficiency. Intensive Services include the following:

- Staff assisted, customized assessment of knowledge, skills, abilities and interests;
- Development of an Individualized Employment Plan;
- Group Counseling;
- Individual career planning;
- Case management; and
- Short-term pre-vocational and stand-alone services which may include:

- adult basic education, English as a Second Language, GED, basic
- computer literacy, skills enhancement, interviewing skills, and soft skills.

Per section 663.200 of the WIA regulations, this list of Intensive Services is not all inclusive and other services such as literacy training, out-of-area job search assistance, and relocation assistance may be provided based on needs of the individual job seeker.

Training Services (Section 134(d)(4)(D) of the Act and 663.300 of the regulations) are defined as services designed to equip individuals to enter the workplace and retain employment. Training Services may be provided to WIA eligible adults and dislocated workers who have met the eligibility requirements for Intensive Services, received at least one intensive service and are still unable to obtain or retain employment. Training Services include:

- Occupational skills training, including training for nontraditional employment, provided through ITA(s) for adults and dislocated workers;
- Class sized training for special populations facing serious barriers to employment;
- On-the-job training;
- Programs that combine workplace training with related instructions, which include cooperative education programs;
- Private sector training programs;
- Skill upgrading and retraining;
- Entrepreneurial training;
- Job readiness training;
- Adult education and literacy activities, where they are integrated with other training services;
- Customized training (with the employer paying not less than 50% of the training cost) conducted with the commitment to employ the individuals upon successful completion of the training; and
- Registered apprenticeship and training programs.

A more detailed description of some of the services identified above that are to be managed and provided by the One-Stop Manager follows.

1) Outreach and Recruitment: The One-Stop Manager shall be responsible for adequately informing individuals and groups of the services available in the Center. This outreach and recruitment shall also be conducted in order to attract a sufficient number of individuals who are in need of and would benefit from the services provided and who meet the requirements to receive such services.

Outreach and recruitment methods may include formal advertising, use of reciprocal agreements with other agencies, flyers, brochures, word-of-mouth or other methods of program information dissemination. The One-Stop Manager must ensure that the outreach and recruitment is conducted within communities where potentially eligible customers reside and through on going coordinated efforts with other community-based organizations. **Note: all outreach activities, materials, and publications must be approved in writing by the LRWIB.**

2) Orientation: The One-Stop Manager shall provide a general orientation for the Center and program specific orientations (i.e. welfare transition) that inform individuals of the full array of services available, including non-traditional opportunities and services available from other sources. The general Center orientation shall include a complete overview of the processes and procedures customers can expect as they proceed through the Center and are provided services. The One-

Stop Manager is responsible for ensuring that all program specific requirements (i.e., obligations and opportunities, sanctions, etc.) are addressed in the all appropriate orientations. The provision of program specific orientation must be documented in the individuals' files.

The frequency of delivery of these orientations shall be included in the Center's Master Calendar, but in no circumstances shall it be less frequent than 2 times per week. The One-Stop Manager will use videos to provide these orientations with a Case manager/resource room technician standing by to ensure a consistent message and quality delivery.

3) WIA Registration: The One-Stop Manager shall be responsible for registering and determining the priority of service of individuals prior to providing Intensive and Training Services with WIA funds. Registration involves certifying and documenting the WIA eligibility and priority of service of the individuals to be served. This WIA eligibility must be completed in accordance with the strict standards established by the State of Arkansas and USDOL. This includes completing the required state WIA application, obtaining the necessary documentation (i.e. number in family, family income, residency, etc.), identifying barriers to employment, etc. Candidates should take into consideration that certifying WIA eligibility and priority of service is a very time consuming, detailed process and customers cannot be registered or provided Intensive or Training Services prior to final eligibility certification. **In addition, eligibility for WIA carries with it liability for dollars spent in serving individuals who are not eligible.**

4) Assessment: Initial assessment will be available during the Core tier of service, and may be self-service or staff assisted. The assessment will include Internet based self-service interest inventories and /or other assessment tools identified by the One-Stop Manager and approved by the LRWIB. These tools shall assist the customer in identifying the appropriate employment or training area which best suits their abilities and needs.

A comprehensive assessment will be provided to all welfare transition referrals and customers who are assigned to a Case Manager during the Intensive phase. This in-depth assessment will consist of a multi-step, systematic process of gathering and evaluating a variety of information on the skills, abilities, interests, values, physical capabilities, work experiences, leisure activities, education and training needs, work attitude, personality, life situation, family problems, transpiration, motivation, behavior patterns, and economic and financial status. This assessment must be a client-centered, diagnostic evaluation of the customer's barriers to employment. Other available resources, which can be utilized to meet the needs of the customer, will also be identified.

The depth of the comprehensive assessment may vary depending on the needs and nature of personal problems or employment barriers of the customer. Assessments and recently administered tests (within one year) which have been conducted by another agency may be used as documentation of this assessment.

Case Managers may decide that additional tools/tests need to be administered in order to determine the customer's occupational interest or to determine reasons for the lack of success in finding and/or retaining employment. This additional assessment process may include: behavior observation, detailed interviews with the customer, computer assisted testing, and paper/pencil type determination of skills.

Specialized testing may be required for special population groups, which may include individuals

with disabilities, and whose interest is specialized training with specific requirements. In all cases, the assessment will comply with WIA and State requirements and regulations and/or any other specifications defined by the LRWIB.

5) Individual Employment Plan (IEP): The One-Stop Manager shall develop an Individual Employment Plan (IEP) for each customer that advances to Intensive Services. This "road map" will be jointly developed with the customer using the Arkansas JobLink (AJL) Management Information System (MIS) system, other MIS systems, or a form provided by the LRWIB. The IEP must use the assessment results and will, at a minimum, describe all employment barriers identified and include the mix and sequence of services that should help the customer overcome the barriers identified, supportive services to be provided, and the expected employment outcome(s) or goal(s).

The One-Stop Manager will be responsible for initiating a "staffing" of any joint customers with the other partners' staff to ensure that no services are duplicated.

As the needs of the customer change, the One-Stop Manager will be responsible for modifying the IEP to reflect these changes. Since the LRWIB's approach to case management is to provide individualized attention, the customer's changing needs should be identified quickly and a revised action plan developed to meet those needs. This new or revised action plan will become a modification or addendum to the customer's IEP.

6) Case Management: The One-Stop Manager shall be responsible for providing integrated case management services to all individuals that receive Intensive and/or Training Services. Case management is recognized as a key component of the service delivery plan and critical to the ultimate success of the customers. Case management is necessary to assure that the needs of customers are met and information required for program and performance reporting is collected.

Integrated case management means an individual who receives benefits/services under two or more programs, such as welfare and WIA, would possibly interact with more than one case manager from the beginning of their service delivery process through the provision of services and after exit. It is also a process activity that ensures that the customer is progressing through the service strategy that was agreed to and that on-going contact with the customer is maintained throughout the time of participation, upon employment, and following termination.

The One-Stop Manager shall provide case management as a customer-focused service delivery strategy designed to assist individuals with multiple needs and barriers. It is both a "customer-driven" and a "systems-driven" human resource development strategy. Case management shall balance a sensitivity to the needs, dreams and goals of the customers against a commitment to well managed, effective and efficient human services program. As a customer-driven strategy, case management must offer an array of interventions designed to address a customer's needs in a holistic and individualized manner. As a systems-level strategy, case management encourages inter-organizational partnerships (both formal and informal) in order to maximize the proper utilization of human and financial resources and minimize fragmentation, duplication, rigidity and inaccessibility of program services. A case management service delivery approach invests significant time and energy in maintaining a focus on understanding and assisting the customer. Efforts are not made to force "square pegs into round holes"; but to guide and encourage customers to view themselves as capable of taking control of their own lives and making the decisions necessary to achieve their goals. A case management approach looks at the big picture,

acknowledging that customers are complex individuals who require complicated and coordinated interventions with discipline in order to regain control of their lives.

The One-Stop Manager will be responsible for tracking not enforcing the customer's progress, making any recommendations to the Department of Social Services on sanctioning of welfare transition customers, assisting the customer in overcoming reasonable barriers, providing career and motivational counseling, acting as an advocate when appropriate on behalf of the customer, and referring the customer to other resources that can meet reasonable needs that are identified.

The One-Stop Manager will use the information already collected in the Arkansas Joblink (AJL) and internal management information systems to eliminate any duplication of effort and will also ensure staff enters information into the AJL within 24 hours of service provision. The One-Stop Manager's attention is directed to the Data Entry / MIS section within this contract for further information.

7) Productivity Seminars: The One-Stop Manager shall deliver various Productivity Seminars in accordance with the Little Rock City One-Stop Delivery system. The intent of these seminars is to provide the knowledge and skills to identify potential jobs, apply for a job, interview for a job, and handle difficult situations that may be encountered after hire to ensure successful job retention. Topics for these seminars shall include, but may not be limited to, the following:

- HOTJobs (jobs in-demand in the area)
- Tools for an effective job search
- How to market yourself to employers
- What do employers want?
- Money Management
- Developing a career path
- Conflict Resolution
- Resume writing
- How to locate job openings
- Discovering skills and strengths
- Keys to keeping your job
- Effective Communication
- Time & Stress management
- Balancing school & work
- Tips for completing applications
- Orientation to computer basics (Windows, Word, Internet)
- Business Etiquette
- Life Skills
- How to set and reach goals
- Developing a winning attitude

Seminars will incorporate lecture and presentations from local businesses and community organizations. These seminars shall be noticed on the master calendar that is posted at the Center and shall be provided at least every other week in the Center. The seminars will also be offered at a variety of times including evening and weekend seminars to accommodate the customers' work schedules.

The One-Stop Manager may commission vendors in both the public and private sector with written permission from the LRWIB to provide a portion of the seminars to educate job seekers. The One-

Stop Manager shall provide space and identify participants for these seminars.

8) Training Referral: The One-Stop Manager is responsible for providing, or in some cases referring, each individual to the most appropriate activity for the individual as determined from the assessment and documented in the IEP.

The training activities available to the One-Stop Manager for referral include those identified under the introduction to this section. The primary strategies are described in more detail below.

Occupational skills training is offered through Individualized Training Accounts (ITA). ITA's permit a wide choice for customers from among the full array of approved training options available in the local area in high demand fields.

ITA's can only be used for high demand training provided by vendors approved by the Little Rock Workforce Investment Board (LRWIB). The approved training vendors provide the occupational skills training specified. The LRWIB authorizes the contractor to pay the costs of tuition, books, and other required training materials and the contractor must maintain an ITA log. The training vendor is responsible for providing this training and insuring that the customer develops the needed competencies to be employed in the specific field. All other needs of the customers are met by the One-Stop Manager, including managing customers' participation in the training, and ensuring that customers receive whatever counseling, supportive services, or other assistance might be needed to ensure successful retention in the training, followed by successful placement into employment and job retention.

The One-Stop Manager shall take into consideration that per 663.320(c) of the WIA regulations, an individual may enroll in Training Services prior to award of a Pell grant as long as the case managers assure that Pell has been applied for.

Customized Training or OJT is an employer driven training strategy designed to meet a specific employer workforce need. The training package is customized based on the employer's demands and placement is generally guaranteed.

9) Support Services Coordination: The One-Stop Manager shall coordinate and manage the provision of support services to WIA registrants, and other customers where a funding source allows. Support services shall include, but are not limited to: transportation, limited medical services, and clothing. To maximize resources and avoid duplicating services the LRWIB has developed partnerships with a wide range of agencies and community based organizations to link customers to supportive services such as child care, substance abuse treatment, temporary housing, and emergency food. Support Services shall only be authorized by the One-Stop Manager when a need has been identified, when the customer will not be successful without this service, and when no other funding is available to pay for such services. The One-Stop Manager is responsible for managing the provision of support services in as cost efficient manner as possible and will present the One-Stops Supportive Services Policy to the LRWIB for approval.

Note: childcare for welfare customers shall be coordinated with and paid through the Department of Human Services (DHS) childcare coordinating agencies.

10) Job Placement: The One-Stop Manager will be responsible for providing job listing and

referrals to assist Core Services customers with finding a job in coordination with Wagner-Peyser and other special programs funded staff. The One-Stop Manager is also responsible for providing more intensive job placement assistance to each customer that advances to Intensive and Training Services. This may include coordinating with a local education agency's placement staff if the customer is enrolled in training at that institution, providing productivity seminars, working with the customer directly to provide job leads, specific job development for individual customers, job matching to jobs listed in various job banks, etc.

The One-Stop Manager shall structure its job development process to bring about positive results for customers and employers through a variety of means including:

- Making employer contacts to build long term relationships. Through the establishment of employer focus groups, involvement in the One-Stop Centers, Business Advisory Councils, one-on-one marketing, word-of-mouth referrals, and active involvement with local agencies and associations, including the Chambers of Commerce and the Economic Development Commission, the One-Stop Manager shall effectively build long-term positive relationships with employers.
- Informing the community, including employers, about the Job Development Placement services provided by the Arkansas Workforce Center at Little Rock. This shall be accomplished through networking with and membership in a variety of associations; through the dissemination of written literature; through participation in Job Fairs; and through coordination with other programs and agencies.
- Providing trained placement staff in the Center who are familiar with the job order process and can effectively use these orders to place customers into jobs.
- Using the shared human resources offered by all partners and thus discontinues unnecessary duplication of effort among partners.
- Encouraging employers to post job openings in the Center. Maintaining a centralized job order-taking center within the region to standardize the services provided.
- Developing an effective job match process, including the use of assessment information, to ensure that the most qualified candidate is referred to the employer, based on the employer's stated requirements.
- Developing specific positions and reasonable accommodations for customers who need a special job opportunity because of special circumstances. This shall be developed based on the needs of the customer as determined in the initial and the comprehensive assessment process. One-on-one marketing identifies employers who can best utilize the skills of these customers.

11) Job Retention / Follow Up: After job placement, the One-Stop Manager will be responsible for assisting the WIA registered, and other funded customers and their respective employers with job retention. The length of this job retention assistance will be for at least twelve (12) months. It is the intent of this job retention assistance to help these customers placed into jobs from Intensive and Training Services, overcome any problems that may arise during this critical period and to ensure further progress toward long-term employment and therefore self-sufficiency. This should be accomplished by providing frequent follow-up with the customer and possibly the employer.

At the minimum, the One-Stop Manager shall adhere to the following schedule for these follow-up activities for Intensive and Training Services placements: **(These contacts and discussions should be accurately recorded in the customers' file to aid in WIB accountability)**

Length of Employment	# of Minimum Contacts with Customer and/or employer
New Hires, 0 – 4 weeks	1 time per week
5 – 12 weeks	1 time per month
26 weeks	1 time
52 weeks	1 time

During the retention period, the One-Stop Manager must ensure, to the maximum extent possible, that the customer is not unemployed for more than five (5) consecutive workdays and earns an hourly wage not less than the minimum wage.

The One-Stop Manager will ensure that staff are focused on helping customers enhance their skills in order to not only retain their job, but to take steps to better their skills for career growth. This shall be achieved through a variety of means including:

- One-on-one counseling during follow-up contacts that will focus on identifying and eliminating any barriers that may be preventing a customer from successfully retaining a job.
- Encouraging customers to attend the seminars on topics related to specific methods for retaining a job, enhancing skills and fostering self-sufficiency.
- Developing a mentoring program, that will team local business people and civic organizations with customers on a one-to-one basis for the purpose of positive role modeling.
- Encouraging further career advancement and skill attainment through occupational skills training.

12) Quality Control: The One-Stop Manager's quality control process shall include mechanisms to detect and reduce fraud and errors in data collection, eligibility determinations and service delivery in order to reduce disallowed costs. The One-Stop Manager and their staff shall be responsible for error and fraud detection and reduction.

13) Continuous Improvement: The One-Stop Manager shall establish and maintain reliable mechanisms that will immediately identify when a problem occurs, administrative or programmatic, and implement corrective action if necessary. This continuous improvement process shall include, but not be limited to, the following.

- Automation – Automation shall be used whenever and wherever possible to deliver services. All features of Arkansas JobLink (AJL) and other designated management information systems (MIS) systems will be used to provide integrated service delivery. AJL is the Arkansas State provided WIA and Wagner Peyser data system used to track participant progress, integrate services, record activities and funds. Other MIS systems shall include "hard-copy" case files and partner agency tracking forms. Ongoing training in

the used of these systems will be provided. The One-Stop Manager will work with the LRWIB, Arkansas Employment Security Department and Arkansas Workforce Investment Board to ensure connectivity and staff training, and will assess the need for additional tracking and management that may require an ancillary system or new functionality. The One-Stop Manager shall also explore other uses of technology to continuously to improve service delivery.

- Use of Forms – The One-Stop Manager will ensure the effective use of forms and documents initially, by using existing documents, then by initiating a review process to streamline the use of forms and reduce redundancy of data in form and document creation. Forms should always be easy to understand and complete by our customers, professionally written and presented, and not over whelming in terms of the frequency or number.
- Monitoring Activities -The One-Stop Manager’s internal monitoring activities shall include case file review, data entry review, caseload contacts, and quality control monitoring to ensure continuous improvement.
- Tracking Effectiveness – The One-Stop Manager working in conjunction with the LRWIB Program Performance Committee and Program Administrator will track effectiveness using monitoring data, State reporting data, customer feedback (client and employer focus groups and survey results), and feedback from the general public. The One-Stop Manager shall also conduct at least a monthly review and analysis of the data to identify trends, issues, etc.
- Performance Evaluation – The One-Stop Manager shall continuously evaluate its performance and the overall success of the Center. This shall include a comprehensive analysis of both financial and performance aspects of the One-Stop Manager’s operation. The evaluation shall address such aspects as accountability, supervisory review, monitoring customer progress, customer/employer feedback, cost accounting, monitoring contract compliance, reaching performance objectives, goals, continuous improvement, and the implementation of immediate corrective action as directed.
- Supervisory Case Review – The One-Stop Manager shall perform supervisory case review to ensure compliance to procedural and policy requirements and to the effective provision of services to accomplish the contract goals and objectives.
- The One Stop Manager will submit written regular monthly reports on Center activities, including all items of Board interest such as success stories and information on new/ improved partnerships with other agencies

14) File Maintenance and Documentation. The One-Stop Manager shall be responsible for maintaining a case file for every job seeker customer that has advanced to Intensive and Training Services. That case file can be a combination of the electronic file and a hard copy file as appropriate. At a minimum, the case file shall include information and documentation of each of the following, as applicable: WIA-pre-registration, WIA application, WIA enrollment form, the initial and comprehensive assessments, the IEP and its updates, progress reports, time and attendance, training completion certification, counseling notes, Release of Information, Sexual Harassment Policy, Equal Opportunity, hardship exemption request, job placement information and job retention verification.

As allowed by law all job seeker customer files are the property of the LRWIB and must be turned

over to the LRWIB upon request or within 30 days after the expiration or termination of the Agreement.

The One-Stop Manager shall ensure that all customers' files, both hard copy and electronic, are up-to-date and ensure that no more than 3% of the files have out-of-date or incorrect information when monitored by the LRWIB or its designee. By signature on each monthly invoice, the One-Stop Manager shall certify the accuracy and timeliness of the information in the case files.

15) Reporting: The One-Stop Manager will maintain documentation necessary to generate information for required federal, state and the LRWIB reports and provide financial and other information on daily operations as requested. The One-Stop Manager will carefully analyze existing reports to determine if reports or report elements are necessary and if the reports meet the needs of the LRWIB, Federal and State agencies or the One-Stop Manager's own business requirements.

The One-Stop Manager shall ensure coordination with the LRWIB for further development of management reporting. The One-Stop Manager shall also develop systems (either electronic or manual) to provide user-friendly ad-hoc reporting capability. The One-Stop Manager shall ensure that the combination of the various systems and the One-Stop Manager's processes produce all information needed to manage the daily operations of the One-Stop system, including performance measures, unduplicated client and transaction counts, training enrollments by location and vendor, and return rates across integrated enrollment programs.

A monthly report is to be submitted to the LRWIB describing progress toward goals and activities to include progress of the participants, goals and objectives and how they are being met, problems encountered, corrective actions taken, coordination strategies, etc.

16) Coordination: The One-Stop Manager must establish and maintain a collaborative and functional relationship with the city's Center partners and other workforce development entities such as the LRWIB's training vendors, and related community service providers. Quarterly meetings will be held jointly with other interactive agencies to ensure integrated programs are succeeding.

17) Other LRWIB One-Stop Managers: The One-Stop Manager shall provide One-Stop services for those special projects funded by the LRWIB. The One-Stop Manager shall also provide technical assistance and staff training to these special projects as requested by the LRWIB.

18) Standard Operating Procedures: The One-Stop Manager shall ensure that all staff hired as a result of this contract, including subcontractor staff, and all One-Stop partners located in the Arkansas Workforce Center at Little Rock, understand and conducts business on a day-to-day basis in accordance with the Standard Operating Procedures that will be approved in advance in writing prior to any changes by the Little Rock Workforce Investment Board.

D. Service Guidelines

1) Staffing: The experience, abilities, and motivation of the staff play a critical role in the ultimate success of the service delivery. The One-Stop Manager shall ensure that staff and subcontractors are trained as necessary to effectively carry out all activities contracted for; shall develop an ongoing training program that focuses on ensuring that staff acquire the basic competencies of their positions and are kept abreast of all new information and processes in a timely manner; and shall use both in-house expertise as well as other resources to ensure that training is comprehensive and

provides information which will enhance its ability to carry out this contract's responsibilities effectively and efficiently.

It is anticipated that the staff: Intensive/Training customer ratio will average 1:100 throughout the program year.

2) Hours of Operation: In order to make services broadly available to customers, the services of the Center should be available beyond traditional hours of operation during times that will meet the needs of the majority of customers. At a minimum, the Center must be open from 8:00 a. m. to 4:30 p.m., Monday, Wednesday, Thursday and Friday, and 8:00 am – 8:00 p.m. on Tuesday.

3) Drug Free and Smoke Free Workplace: A drug free and smoke free workplace for both employees and customers must be maintained.

4) Non Discrimination: No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with this program on the basis of race, sex, national origin, religion, age, or disability and each customer shall have such rights as are available under any applicable Federal, State, or local law prohibiting discrimination.

5) Job Vacancies: One-Stop Manager must list all of its job vacancies with the Center.

E. LRWIB Demonstrated Performance Standards

Beginning with the third full calendar quarter after the Effective Date, One-Stop Manager shall meet or exceed the following goals as of the end of such quarter and each subsequent calendar quarter during the Term (the "Performance Standards"):

1) Provide service to 950 new customers through the Center. Services may include self-directed and assisted job search, short-term workshops, informational activities, and training.

2) Provide intensive services to 125 customers.

3) Enroll 13 customers in an Individual Training Account.

4) Place 125 customers in jobs through the Workforce Center.

5) Enroll 50 youth between the ages of 14-21.

6) Each youth shall receive the services that One-Stop Manager reasonably determines to be necessary.

7) 30% of all Youth enrolled must be out-of-school youth. Out-of-school youth are defined as eligible youth who are a school drop-out or eligible youth who have received a secondary school diploma or its equivalent, but are basic skills deficient, unemployed or under employed.

F. Outcome Measures

Beginning with the third full calendar quarter after the Effective Date, One-Stop Manager shall meet or exceed the following outcome measures as of the end of such quarter and each subsequent

calendar quarter during the Term (the “**Outcome Measures**”):

Outcome	Outcome Measure
Adult entered employment	92%
DLW entered employment	93%
Older youth entered employment	76%
Adult employment/credential	65%
DLW employment/credential	66%
Older youth employment/credential	45%
Adult retention	91%
DLW retention	99%
Older youth retention	88%
Younger youth retention	63%
Adult earnings change	\$1,025
DLW earnings change	100%
Older youth earnings change	\$925
Younger youth diploma	64%
Younger youth skill attainment	83%

EXHIBIT B

Reimbursement

LRWIB shall reimburse the One-Stop Manager for the reasonable, allowable costs that it incurs in providing the Services; *provided that* ten percent of the amounts payable to the One-Stop Manager shall be withheld until the end of the Term and shall be paid to the One-Stop Manager only if it:

- 1, Beginning with the third full calendar quarter after the Effective Date, One-Stop Manager has achieved all the Performance Standards and Outcome Measures as of the end of such quarter and each subsequent calendar quarter during the Term; and
2. One-Stop Manager provides LRWIB with documentation reasonably necessary to evidence such achievement.
3. Profit shall be [REDACTED] on operating expenses and [REDACTED] on training services, to include supportive services, not to exceed [REDACTED] % of total funding. Reimbursement amounts shall be pursuant to the spending amounts specified in the RFP, and the final bid accepted by the LRWIB for Operating Expenses.

EXHIBIT C
LRWIB Grievance Procedures

Little Rock Workforce Investment Board Complaint Procedure

The Little Rock Workforce Investment Board is committed to serving customers that the Workforce Investment Act of 1998 requires. The Board considers two types of customers with equal importance:

1. WIA eligible participants seeking in locating a job, or training as needed to upgrade skill level to qualify for a better job;
2. Employers in the Little Rock Metropolitan Area that are seeking assistance in locating and placing the best-qualifies employees as possible.

The Little Rock Workforce Investment Board is prohibited from discriminating on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. This policy applies to the Board itself, staff, or any agency the Board contracts with for the delivery of services.

It is the policy of the Board that when a complaint is filed, the following steps shall be taken to ensure compliance with the rules set forth in the law.

- 1. The complaint may be filed verbally, by telephone, or e-mail, but it must be reduced to writing once the problem is brought to the attention of any staff or Board member.**
2. The WIB Program Monitor will maintain a “complaint log”
 - a. All complaints, regardless of point of origin must be recorded in the complaint log.
 - b. The WIB Program Monitor will either process the complaint directly or assign the EO officer of the Arkansas Workforce Center at Little Rock the responsibility of conducting an impartial investigation.
 - c. Prior to a decision being rendered, approval will be secured in writing from the WIB Program Monitor.
 - d. A monthly report will be submitted to the Board of Directors outlining the number of complaints, areas of concern, resolution, and follow-up action.
3. The decision regarding the complaint must be rendered within 30 days of filing unless permission is obtained in writing from the grievant that it is permissible to take longer to ensure a more complete investigation.
4. Should the participant not be satisfied with the resolution, they may file a complaint within 30 days to the Little Rock Workforce Investment Board.
 - a. The Little Rock Workforce Investment Board will have 30 days to investigate and resolve the issue.
 - b. Recommendations of the Board will be forwarded to the Program Monitor to be

followed up and reported back to the Board.

5. Should the participant wish to appeal the decision rendered by the Little Rock Workforce Investment Board they may file a complaint with the Arkansas Employment Security Department (the process is outlined in the Orientation to Complaint Procedure).
6. Should the Participant not be satisfied with the State's decision they may appeal to the Federal Level as outlined in the Orientation to Complaint Procedure.

All other steps as outlined in the Arkansas Workforce Center at Little Rock's Orientation to Complaint Procedure will be followed.

Attachments: (a) Blank Complaint Log
(b) Equal Opportunity is the Law Statement (As used in the Orientation to Complaint Procedure)

Little Rock Workforce Investment Board Complaint Log

Name:	Date of Complaint	Complaint Received By:	Complaint:	Resolution:	Follow-Up:

Attachment (a)

Equal Opportunity is the Law

It is against the law for recipient of Federal financial assistance to discriminate on the following basis:

Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age disability, political affiliation or belief; and

Against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his/her participation in any WIA Title I-financially assisted program or activity.

The recipient must not discriminate in any of the following areas:

Deciding who will be admitted, or have access, to any WIA Title I-financially assisted program or activity:

Providing opportunities in, or treating and person with regard to, such a program or activity; or

Making employment decisions in the administration of, or in connection with, such a program or activity.

What To Do If You Believe You Have Experienced Discrimination

If you think you have been subjected to discrimination under a WIA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either:

- the recipient's Equal Opportunity Officer (or the person whom the recipient has designated for this purpose); or
- the Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue NW, Room N-4123, Washington, DC 20210.

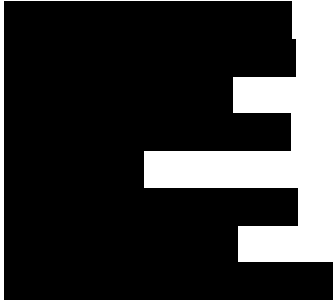
If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or 90 days have passed (whichever is sooner), before filing a Civil Rights Center (see address above).

If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before filing a complaint with CRC. However you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient).

If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your complaint within 30 days of the date on which you received the Notice of Final Action.

Inquiries May Be Addressed To:

Local Level



State Level

Mr. Freddy Jacobs
Employment Security
Department
WIA Equal Opportunity
Manager
P.O. Box 2981
Little Rock, AR 72203
PH: 501.682.3106
ARS: 1.800.285.1131

Federal Level

Director
CRC Center
U.S. Department of Labor
200 Constitution Ave. N.W.
Room N-4123
Washington, D.C. 20210
PH: 202.219.7026