

## Region Four One-Stop Operator Contract

### INTRODUCTION

In accordance with the Workforce Investment Act, the six principle investors in the region's One Stop System have formed a consortium to serve as the One Stop Operator, hereafter referred to as the operator. The consortium includes: Community Human Services, Community Services Consortium, Linn-Benton Community College, Oregon Coast Community College, Oregon Employment Department, and the Office of Vocational Rehabilitation Services.

#### 1. PURPOSE OF CONTRACT

The purpose of this contract is twofold;

- a. to provide services necessary for the operation of the Region 4 One-Stop Career System as authorized by the Workforce Investment Act of 1998, hereafter referred to as the Act, and
- b. to serve as a means of conveyance for the \$33,000 of Title IB funds annually to the Operator's fiscal agent.

#### 2. CONTRACT PERIOD

This contract becomes effective July 1, 2005 and continues in effect, unless amended, terminated or extended, through June 30, 2007.

#### 3. LIMITATIONS

This contract is limited to those reasonable and necessary costs required for the effective and efficient performance of the contract services. The Title IB funds provided under this contract will be used for the costs associated with the staffing and support necessary for coordination of the operation of the One-Stop Career System in Region 4 and to accomplish the work identified in the statement of work. The parties acknowledge the consideration does not support such items as a system-wide tracking system; technology for the one-stop system; overall liability insurance for the system; staffing of the Workforce Investment Board; and other associated systems development, administrative, and operational costs of the One-Stop Career System.

#### 4. BILLING

Operator shall submit a full billing at least once during each contract year. The complete billing is due at CSC not later than April 30<sup>th</sup> of 2006 and 2007. R4WIB will act upon this billing within 15 working days of receipt.

#### 5. STATEMENT OF WORK

Operator shall perform those duties and provide those services necessary for the operation and administration of the One-Stop Career system in Region 4.

- a. Develop reporting formats and reporting criteria for program related decision-making and for informing the board of performance progress and continuous quality improvement.
- b. Provide operational guidance to the systems centers and staff.
- c. Represent the Region 4 One-Stop Career System at various local, state and regional meetings.
- d. Manage the MOU, Resource Sharing Agreement, Consortium Agreement, and other agreements and contracts as appropriate.
- e. Provide facilitation and management support to each of Region 4's one-stop facility operations groups.
- f. Implement portions of the region four WIA Unified Plan as appropriate; including the development of the region's web system, the development of additional satellite sites and other access points, develop an integrated service response to employers, etc.

## **6. OPERATOR AUDITS**

Funds under this contract will be audited as part of the Operator's fiscal agent's annual audit. Operator shall provide all assistance required by R4WIB in establishing and enforcing corrective actions that might be required as a result of the annual audit or monitoring by the R4WIB or its agents. Operator's audit must comply with the Single Audit Act.

## **7. COMPLIANCE WITH LAW**

Operator and LBCC agree to comply with the Workforce Investment Act and any other applicable state and federal laws, statutes and/or regulations.

Operator and LBCC certifies, by signature on this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any federal department or agency.

## **8. AMENDMENTS/MODIFICATIONS**

Any amendments to or modifications of the terms of this contract shall be effective only when they are reduced to writing and duly signed by all parties to this agreement.

Request for amendments to this contract must be submitted in writing to the Region 4 WIB thirty calendar days in advance of the desired effective date. R4WIB will act upon these requests within 15 calendar days of receipt. Requests for amendments with less than 30 calendar days advance notice will be considered by R4WIB on a case-by case basis.

## **9. TERMINATION**

This contract may be terminated by mutual consent of the parties, or by an individual party upon sixty calendar days' notice in writing and delivered by certified mail or in person.

**10. HOLD HARMLESS PROVISION**

To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the Operator and LBCC agrees to indemnify, defend, and hold harmless the R4WIB and CSC and their offices, agents, and employees from all claims, lawsuits, and actions of whatever nature brought against those parties which arise from the Operator's or LBCC's performance of the provision of this contract. These indemnity provisions shall not require the Operator or LBCC to defend or indemnify the State against any action based solely on the alleged negligence of the R4WIB.

**11. TAX STATUS**

LBCC, acting as the fiscal agent for the Operator, is a government corporation. Federal Taxpayer ID number is 93-0561307.

**12. MERGER CLAUSE**

**This Contract Constitutes The Entire Agreement Between The Parties. No Waiver, Consent, Amendment, Or Change Of Terms Of This Contract Shall Bind Either Party Unless In Writing And Signed By Both Parties. Such Waiver, Consent, Amendment, Or Change, If Made, Shall Be Effective Only In The Specific Instance And For The Specific Purpose Given. There Are No Under-Standings, Agreements, Or Representations, Oral Or Written Not Specified Herein Regarding This Contract.**

**SIGNATURES**

**Operator's Representative/LBCC:**

**Region Four Workforce Investment Board:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Community Services Consortium:**

\_\_\_\_\_  
Date