

ONE-STOP OPERATOR CONTRACT AGREEMENT

Authorization: **Workforce Innovation and Opportunity Act of 2014**

Workforce Investment Region: **Southeast Region**

Contractor: **Workforce Development Board of Southeast Missouri
1021 Kingsway, Suite 1
Cape Girardeau, MO 63701
(573) 334-0990**

Contact: **Gretchen Morse
President/COO**

Subcontractor: **Educational Data Systems, Inc
15300 Commerce Drive N, Suite 200
Dearborn, MI 48120**

Contact: **Kevin Schnieders
EDSI CEO**

WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE STOP OPERATOR CONTRACT AGREEMENT

This agreement is entered into this 1st day of July 1, 2024, between the Workforce Development Board of Southeast Missouri (WDBSE) and Educational Data Systems, Inc. (EDSI).

EDSI unique entity identifier YTZDS6K1J6X7

WIOA One Stop Operator Salary & Fringe \$71,276.57

PART 1
Contract Terms and Conditions

1. The Contract for WIOA One Stop Operator shall be awarded July 1st, 2024-June 30th, 2025.
2. The following payment and reporting procedures are applicable.
 - a) A monthly Contract Progress Report (CPR) shall be submitted by EDSI by the 5th calendar day of the month following the report month. This report will document actual expenditures and accrued costs for the report month. Reimbursement will be made of the "actual expenses" reported.
 - b) Reimbursement for costs shall be on a cost-reimbursement basis.
3. The maximum compensation payable under this contract shall be totally dependent upon the continued availability of funding from the U.S. Department of Labor through the Missouri Office of Workforce Development.
4. EDSI must provide an indirect cost negotiated rate or use the current de minimis rate.
5. EDSI agrees to follow such guidelines or standards as the WDBSE may issue from time to time, including those that interpret issuances of the Missouri Office of Workforce Development.
6. EDSI agrees to hold the WDBSE harmless from any and all loss, claims, expenses, action, causes of actions, costs, damages, any obligations, financial or otherwise, arising from any and all acts of EDSI, its agents, employees, licensees, WIOA participants hereunder or invitees that result in injury to property or loss to the WDBSE, arising from performance of this Contract, as those injuries, damages or losses relate to any persons, corporation, partnership or any other entity.
7. If any term, covenant, or condition of EDSI shall be determined judicially to be illegal, invalid, or unenforceable, the remaining terms, covenants and conditions of the agreement shall not be affected thereby and each term, covenant, or condition of the agreement shall be valid and be enforced to the fullest extent permitted by law.
8. Cancellation: The WDBSE and EDSI agree to the following cancellation provisions:

- a. The WDBSE may cancel this Contract immediately for non-compliance with any requirement of WIOA or the regulations promulgated under the Act, or non-compliance with the requirements of any other applicable law.
 - b. If EDSI fails to perform under the Contract or fails to make sufficient progress so as to endanger performance, the WDBSE may cancel this agreement, in whole or in part, upon 30 days written notice to EDSI.
 - c. Either party may, at their option, cancel this Contract agreement without penalty upon 30 days written notice. In such event, EDSI shall receive full payment for services reported in accordance with Paragraph 7(b) prior to such termination. However, in no event shall any said payment exceed the obligated amount for said services.
 - d. In the event EDSI cannot or elect to not provide the services for the full contract period, a 90 day notice must be given to WDBSE. EDSI would grant the ability to negotiate a quicker transition date if it benefitted both parties.
 - e. If there is a change in One Stop Operator staffing, EDSI has 30 days to refill the position or appoint an interim to ensure key aspects of the position are satisfied.
9. Any changes in the Scope of Work under this Contract shall be made by written amendment and signed by all parties.
 10. EDSI agrees to comply with the provisions of the Assurances, which is attached hereto and incorporated herein. The WDBSE shall have the authority to require EDSI to take corrective and/or remedial action if EDSI violates the nondiscrimination and equal opportunity provisions. If EDSI fails to take the required action, the WDBSE shall have the authority to impose such sanctions as are necessary to end the discrimination.
 11. EDSI may transfer funds between categories of the budget only with the written approval of the WDBSE.
 12. EDSI shall abide by the WDBSE's procurement policy when making purchases with funds provided under this contract.
 13. The WDBSE, the Department of Higher Education and the Office Workforce Development (DHEWD), the State Auditor's Office, the U. S. Department of Labor, the General Accounting Office, and any of these agencies' designated representatives shall have the right to monitor all activities and review all records, reports, correspondence, files or other such documentation for which funds have been provided under this Contract. The monitoring function may be implemented through the use of internal evaluation procedures, the examination of program data, special analysis, on-site checking, or any other procedure the WDBSE and the above-mentioned agencies deem necessary and appropriate.
 14. EDSI shall retain all records, financial or otherwise, for at least a period of three years, or in the case of litigation, audit, or other claims, until such time as all have been finally resolved.
 15. EDSI agrees to assume liabilities for errors and omissions and fraud and abuse as a result of duties performed under this Contract.

- 16. EDSI understands and agrees that the dollar amount contracted under this agreement is a ceiling amount to be used for current program year activities, that this contract may be amended at any time by written modifications signed by all parties, and further agrees that as programs progress and it becomes obvious that dollar needs for current program activities will be less than budgeted or planned, excess funds will be returned to the WDBSE for de-obligation and re-obligation. The dollar amount agreed to is subject to the availability of funding.
- 17. EDSI agrees to have an audit according to the requirements of OMB Circular A-133 and the Single Audit Act (SAA) Amendment of 1996, of its accounting system and to provide one (1) copy of the completed audit to the WDBSE. Audits must be submitted to WDBSE within 30 days after the receipt of the auditor's report or no later than nine months after the end of the contracting agency's fiscal year. Audits must be conducted as required by Government Auditing Standards issued by the Comptroller General of the United States by a Certified Public Accountant. The accounting firm conducting the audit must also have had a Quality Review.
- 18. EDSI shall not assign this Contract or any part thereof, including funds, without the written consent of the WDBSE. In no case shall such consent, if made by the WDBSE, relieve EDSI from the obligation under, or change the terms of, the Contract.
- 19. EDSI shall comply with Training and Employment Guidance Letter (TEGL) No. 3-15 issued July 1, 2015. TEGL 3-15 transmits procedures to be used by all Employment and Training Administration (ETA) grant recipients for reporting allegations of fraud, program abuse or criminal conduct involving grantees or other entities and subrecipients receiving Federal funds either directly or indirectly from ETA. EDSI must also report such information and complaints to the DHEWD and the local Workforce Development Board (WDBSE), if applicable, at the same time any report is made.
- 20. Renewal: After two successful renewals with EDSI, this contract must be released via Request for Proposal in Spring of 2026.

DocuSigned by:
Gretchen Morse
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Gretchen Morse

President/COO
Workforce Development Board

Date: 8/8/24



Kevin Schnieders

EDSI CEO
Educational Data Systems, Inc.

Date: 8/8/24

PART 2
Assurances

EDSI assures to the WDBSE:

1. EDSI assures that it and its sub recipients shall establish in accordance with WIOA Section 184, fiscal control and fund accounting procedures that may be necessary to ensure the proper disbursement of and accounting for funds made available by the Agreement.
2. EDSI assures that it and its sub recipients shall comply with 2 CFR Part 200, et al., for funds made available by the agreement.
3. EDSI assures that it and its sub recipients shall comply with requirements of the Americans with Disabilities Act of 1990 (or as amended) and associated Code of Federal Regulations as applicable to the entity directly or indirectly as recipients of contracted funds from the WDBSE.
4. EDSI assures that it and its sub recipients shall comply with Title VI of the Civil Rights Act of 1964, as amended and implementing regulations at 29 CFR Part 31, which prohibit discrimination and require provision of equal opportunity on the basis of race, color, or national origin.
5. EDSI assures that it and its sub recipients shall comply with Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), as amended (including amendments made by the Americans with Disabilities Act Amendments Act of 2008), and U.S. Department of Labor's implementing regulations at 29 CFR part 32, which prohibit discrimination and require provision of equal opportunity on the basis of disability.
6. EDSI assures that it and its sub recipients will comply with:
 - Title IX of the Education Amendments of 1972, as amended and implementing regulations at 29 CFR Part 36, which prohibit discrimination and require provision of equal opportunity on the basis of sex in education and training programs.
 - Age Discrimination Act of 1975, as amended, and implementing regulations at 29 CFR Part 35, which prohibit discrimination and require provision of equal opportunity on the basis of age, but permit certain distinctions based on or related to age.
 - The Privacy Act of 1975, as amended. These funds cannot be used in contravention of 5U.S.C. 552a or regulations implementing that section.
7. In accordance with the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law (P.L.) 101-166, Section 511, "Steven's Amendment", the Contracting Agency and its sub recipients shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
 - the percentage of the total costs of the program or project which will be financed with Federal money;
 - the dollar amount of Federal funds for the project or programs; and
 - percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
8. EDSI assures that it and its sub recipients shall comply with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; the

Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; Section 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C.290 dd.2), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and requirements of any other nondiscrimination statute(s) which may apply to the application.

9. EDSI assures that it and its sub recipients shall comply with the Requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L.91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
10. EDSI assures that it and its sub recipients shall comply with provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
11. EDSI assures that it and its sub recipients shall comply as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 3141-3148), as supplemented by CFR Part 5, the Copeland Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by CFR Part 3, and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), regarding labor standards for federally assisted construction sub agreements.
12. EDSI assures that it and its sub recipients shall comply as applicable, with the Flood Insurance Purchase Requirements of Section 102(A) of the Flood Disaster Protection Act of 1973 (P.L.93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
13. EDSI assures that it and its sub recipients shall comply with Environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L.91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et.seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C.7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L.93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L.93-205).
14. EDSI assures that it and its sub recipients shall comply with the Wild and Scenic River Act of 1968 (16 U.S.C.1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
15. EDSI assures that it and its sub recipients shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C.470), EO11593

(identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C.469a.1et seq.).

16. EDSI assures that it and its sub recipients shall comply with The National Research Service Award Act of 1974 (P.L. 93-348) regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
17. EDSI assures that it and its sub recipients shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
18. EDSI assures that it and its sub recipients shall ly monitor and resolve monitoring findings of sub recipients receiving funds under WIOA. Such monitoring shall be done in accordance with WIOA Section 184(a) (4), 2 CFR 200.328, 200.331 and additional requirements as issued by the WDBSE.
19. EDSI assures that it and its sub recipients shall not use funds received under WIOA to displace any currently employed employee or previously laid off employee from the same or substantially equivalent job in accordance with WIOA Section 181(b)(2)(A).
20. EDSI assures that it and its sub recipients shall comply with the confidentiality requirements of WIOA Section 116(i)(3) and CFR Part 200.303(e).
21. EDSI assures that it and its sub recipients shall not use funds received under WIOA to assist, promote, or deter union organizing in accordance with WIOA Section 181 (b)(7).
22. EDSI assures that it and its sub recipients shall not expend funds provided under WIOA for those activities identified and prohibited.
23. EDSI assures that it and its sub recipients receiving WIOA funds shall provide services through the Local Workforce Development Board Area Plan that are consistent with the state of Missouri Workforce Development Plan/DHEWD Plan (or as modified).
24. EDSI assures that it and its sub recipients shall comply with Consolidated Appropriations Act of 2014 (P.L. 113-235) (Division H, Title I, Section 105), none of the funds appropriated under the heading 'Employment and Training' in the appropriation statue(s) may be used by a recipient or sub recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excel of Executive Level II. This limitation shall not apply to vendors providing goods and services as defined in 2 CFR Part 200.330. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from sub recipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment & Training Administration programs.
25. EDSI assures that it and its sub recipients shall comply with the "Jobs for Veterans Act" (JVA), (P. L. 107-288 (38 USC 4215), as implemented by 20 CFR Part 1010. The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Agreement by a program operator to implement priority of service is a condition of receipt of

DOL funds. The Planning Guidance (either the Stand-Alone Planning Guidance at 73 FR 72853 (December 1, 2008) or the Unified Planning Guidance at 73 FR 73730 (December 3, 2008) and TEGL 10-09 requires states to describe the policies and strategies in place to ensure, pursuant to the Jobs for Veterans Act and the regulations, that priority of service is provided to veterans (and certain spouses) who otherwise meet the eligibility requirements for all employment and training programs funded in whole or in part by the USDOL. In addition, the states are required to provide assurances that they will comply with the Veterans' Priority of Service Provisions established by the Jobs for Veterans Act (P.L. 107-288) (38 USC 4215) and TEGL 10-09.

26. EDSI assures that it and its sub recipients shall comply with 285.530 RSMo.

- Pursuant to section 285.530.2, RSMo, the Contracting Agency shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein.
- Pursuant to section 285.530.5, RSMo, neither the Contracting Agency nor any subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that:
 - a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and
 - b. shall not henceforth be in such violation and
 - c. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact the direct subcontractor's employees are lawfully present in the United States.
- The Exhibit II E-Verify documents shall be completed and returned to the Contractor.

27. EDSI assures that it and its sub recipients shall comply with Missouri Governor Executive Order 04-09. No award of a contract shall be made to a vendor who contemplates performing work pursuant to the contract at a site outside the United States, unless one of the conditions of Executive 04-09 is met.

28. EDSI assures that it and its sub recipients shall expend funds provided by the Contract Agreement in accordance with WIOA regulations, USDOL, DHEWD guidance, and all other applicable federal, state, or local laws.

29. By signature of the Contract Agreement, EDSI provides the following Certification regarding Lobbying in accordance with 2 CFR Part 200.450 and 29 CFR 93 and certifies that to the best of his or her knowledge and belief:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the signatory, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the signatory shall complete and submit Standard Form –LLL “Disclosure of Lobbying Activities”, in accordance with its instructions.
 - The signatory shall require that the language of this Certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.
 - This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
30. By signature of the Contract Agreement, EDSI provides the following Certification regarding a Drug Free Workplace in accordance with the Drug Free Workplace Act of 1988, U.S.C. 8101 et., 2 CFR Part 182, and 29 CFR Part 94 and certifies that it will or will continue to provide a drug free workplace by:
- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace and specifying the action that will be taken against employees for violation of such prohibition;
 - (2) Establishing an ongoing drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the grantee’s policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance programs;
 - d. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
 - (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - a. abide by the terms of the statement;
 - b. notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

- (5) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4) (b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (7) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).
31. By signature of the Agreement, EDSI provides the following Certification regarding Debarment and Suspension in accordance with 2 CFR Part 108 and certifies that to the best of his or her knowledge and belief that it and its principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - Have not within a three-year period preceding this Agreement been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in this certification; and,
 - Have not within a three-year preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
 - Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the Contractor.

32. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

Note: This particular assurance (portions which are duplicated elsewhere in other assurances) is

applicable to the extent that the program activities are conducted as a part of the One Stop delivery system (See 29 CFR 37.2).

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Contracting Agency assures that it and its sub recipients will comply fully with the nondiscrimination and equal opportunity provision of the following laws:

- (1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status and gender identity), national origin (including limited English proficiency), age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

EDSI assures that it shall comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the EDSI and sub recipient's operation of the WIOA financially assisted program or activity, and to all agreements the EDSI and sub recipient makes to carry out the WIOA financially assisted program or activity. The EDSI and sub recipient understands that the United States has the right to seek judicial enforcement of this assurance.

33. EDSI assures that it shall register in the System for Award Management (SAM) database at www.sam.gov, and maintain current registration at all times during the pendency of the Agreement. In order to register in SAM, a valid Dun and Bradstreet Data Universal Numbering System (DUNS) Number is required. See www.dnb.com.
34. EDSI assures that it and its sub recipients shall comply with the Buy American Notice Requirement. In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds available under the WIOA, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products, as required by the Buy American Act (41 USC 8301-8303). See WIOA Section 502-Buy American Requirements.
35. EDSI assures that it and its sub recipients shall comply with EO 13333. This agreement may be terminated without penalty, if the grantee or any sub grantee, or the contracting agency or any sub recipient engages in: (i) severe forms of trafficking in persons or (ii) the procurement of a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect, or (iii)

the use of forced labor in the performance of the grant, contract, or cooperative agreement, (iv) acts that directly support or advance trafficking in persons.” (22 U.S.C. §7104(g)).

36. EDSI assures that it and its sub recipients shall comply with Special Requirements for Conferences and Conference Space. The Contracting Agency must obtain prior approval from the WDBSE before holding any conference (which includes meeting, retreat, seminar, symposium, training activity or similar event held in either Federal or non-Federal space), or any activity related to holding a conference, including, but not limited to, obligating or expending contracted funds, signing contracts for space or services, announcing Grantor’s or Contractor’s involvement in any conference, and using Grantor or Contractor official’s name or Grantor’s or Contractor’s name or logo. The Grantor or Contractor retains the right to obtain information from the Contracting Agency about any conference that is funded in whole or in part with contracted funds.
37. Pursuant to EO 13043 (April 16, 1997), Increasing the Use of Seat Belts in the United States, the Contracting Agency and its sub recipients are encouraged to adopt and enforce on-the-job seat belts policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.
38. Pursuant to EO 13513: Sec. 4. Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Sub recipients. Contractors, Subcontractors, and Recipients and Sub recipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government, and to conduct initiatives of the type described in section 3(a) of the Executive Order.
39. EDSI assures that it and its sub recipients shall comply with 2 CFR Part 200.322 regarding Procurement of recovered materials.
40. EDSI assures that it and its sub recipients shall comply with Appendix II to 2 CFR Part 200, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.”
41. Pursuant to EO 12928, EDSI and its sub recipients are strongly encouraged to provide subcontracting/sub granting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by socially and Economically Disadvantaged Individuals.
42. As clarified by EO 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, as amended), Sub recipients and their sub recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with USDOL’s Revised Guidance to Federal Financial Assistance Recipients Regarding the Title VI on the Prohibition Against National Origin Discrimination as it Affects Persons with Limited English Proficient Persons (68FR32290, May 29, 2003). Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Sub recipients and their sub recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding you LEP obligations, go to <http://lep.gov>.

43. EDSI assures that it and its sub recipients shall comply with USDOL Training and Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System (May 29, 2015), which prohibits discrimination based on gender identity, gender expression, and sex stereotyping.
44. Conferences sponsored in whole or in part by Sub recipients or their sub recipients are allowable if the conference is necessary and reasonable for the successful performance of the Federal Award. Sub recipients and their sub recipients are urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allow ability of costs associated with conferences, refer to 2 CFR 200.432.
45. EDSI and its sub recipients must ensure that the use of these funds for health benefits coverage complies with 50 and 507 of Division G of P.L. 113-235, the Consolidated and Further Continuing Appropriations Act, 2015.
46. EDSI and its sub recipients shall comply with The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constricted with grant support must comply with these requirements.
47. Pursuant to 15 U.S.C. 2225a, EDSI and its sub recipients must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). EDSI and their recipients may search the Hotel Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance, or to find other information about the Act.
48. EDSI and their sub recipients are prohibited from entering into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interest of the Government.
49. EDSI and its sub recipients must ensure that no funds made available under a Federal Act may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 835(b) of the Homeland Security Act of 2002 (6 U.S.C. 395(b)) or any subsidiary of such an entity. Waivers to this regulation may be granted by the Secretary of Labor if the Secretary determines that the waiver is required in the interest of national security.
50. EDSI and its sub recipients may not enter a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporations that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies

have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

51. EDSI and its sub recipients must ensure that these funds are not provided to the Association of Community Organizations for Reform now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.
52. Pursuant to 2 CFR 200.400(g), non-Federal entities may not earn or keep any profit resulting from Federal financial assistance, except as authorized by WIOA Section 121(d) for One-Stop operators (American Job Centers) or service providers which are for-profit entities.

PART 3
Scope of Work

1. Program Scope of Services

- a. The One Stop Operator oversight must be delivered to Job Centers and satellite office located in the of the following counties: Bollinger, Cape Girardeau, Dunklin, Iron, Scott, St. Francois, Ste. Genevieve, Perry, Madison, Mississippi, Pemiscot, New Madrid and Stoddard County.
- b. One Stop Operator services must be delivered in accordance with the proposal submitted on March 28th, 2024.
- c. The subcontractor must immediately notify the WDBSE, in writing, if any part of the approved scope of work plans either cannot or should not be implemented. The WDBSE will determine if the proposed changes in work plans are approved or disapproved.

2. Method of Payment

This contract is a cost-reimbursement type. Reimbursement for costs incurred will be made in the manner specified by the WDBSE.



One-Stop Operator Southeast Missouri

Do you have a passion for making a difference in someone's life? Are you looking for an opportunity to use your skills, experience and empathetic nature to work for a progressive, forward-thinking and family-owned company where creativity is encouraged? Are you goal driven? Then the One-Stop Operator position is for you! We are seeking a dynamic and team-oriented individual to join our spirited team.

As the One-Stop Operator you will be dedicated to assisting and supporting the Southeast Missouri Workforce Development Region (SEWDB). The One-Stop Operator will oversee daily operations and assist with implementing standardization across the region. This position will ensure successful integration of services from all funding streams to better serve customers and businesses. They will act as the MOU point of contact and a liaison with partners. Support and improve Career Center operations, data capture, customer flow, report writing and general operating capabilities. This position requires providing an excellent customer experience and maintaining compliance with Federal, State, and local policies and procedures.

Essential Functions:

- Ensure there is meaningful access evident in the comprehensive center for all required programs provided by system partners, and for core partners in additional centers to ensure the effectiveness of the One-Stop system
- Ensure the role of the One-Stop operator codified at WIOA Title 1, Section 121 (d); Title 20, Code of Federal Regulations, Part 678.620 is carried out as intended by regulations
- Market/promote all WIOA services offered through the Job Centers
- Provide overall coordination of partner efforts and communication with the SE WDB staff
- Coordinate and participate in meetings with the WDB and prepare reports as required
- Maintain relationships with and convene quarterly meetings with MOU partners
- Develop MOUs with non-mandatory One-Stop partners as approved by the SE WDB
- Assist in defining roles and responsibilities of partners required for the MOU
- Ensure the center is in compliance with all Federal, State, WIOA, and SE WDB policies
- Maintain compliance to all federal/state accessibility requirements and related policies
- Work with the leadership team, contractor's staff, and program staff to ensure customer flow, service delivery and data management are effective and efficient
- Provide positive vision for required changes during program operation
- Facilitate monthly direct reports to provide to the Regional Coordinator
- Maintain accurate tracking information, which includes providing Regional Coordinator sufficient data on performance and quality
- Ensure program participants are given high quality customer service
- Coordinate and participate in meetings with the WDB and prepare reports as required
- Represent EDSI at conferences, meetings, and targeted social functions as required
- Work under the guidance of supervisor to implement the regional vision
- Perform other duties as assigned

Education and Experience Requirements:

- Thorough knowledge of WIOA regulations and state policies
- Project management experience
- Experience in managing people, building and maintaining coalitions and partnerships
- Bachelor's degree in business, economics, education or human resources, or related experience in business, management, professional training, adult teaching or sales or equivalent experience preferred
- Ability to converse with a large range of professionals and demonstrate a positive, professional attitude
- Skills and experience in providing career development assistance
- Ability to prioritize tasks and document visits and contacts
- Ability to demonstrate strong verbal and written communication skills
- Ability to maintain flexibility as needs of contract or contractor require
- Knowledge of Microsoft Office programs

- Valid Driver's License and an insured automobile are required

Bring your expertise to EDSI where you will be able to live our values every day: Show Up, Smile and Support!