

Contract Agreement For Regional One-Stop Operator Services

This Contract Agreement ("Contract") is made and entered into effective this **1st day of August, 2025** ("Effective Date"), by and between **Workforce Development Board 81 & Workforce Development Board SDA-83, Inc.** (hereinafter referred to as "WDBs"), public entities with WDB81's principal address at **24 Accent Drive, Suite 151, Monroe, LA 71202** and WDB83's principal address at **3000 Kilpatrick Blvd., Suite 200, Monroe, LA 71201**, and **Closing the Gap Consulting, LLC** (hereinafter referred to as "Operator"), a private, for-profit corporation with its principal address at **15560 Riverdale Avenue E, Baton Rouge, LA 70816**.

RECITALS

WHEREAS, the WDBs are established under the Workforce Innovation and Opportunity Act (WIOA) to oversee and coordinate workforce development programs and services within Local Workforce Areas 81 & 83; and

WHEREAS, the WDBs seek to engage a qualified entity to serve as the Regional One-Stop Operator to ensure the efficient, coordinated, and seamless delivery of workforce services through the American Job Centers (One-Stop Centers) to jobseekers and employers; and

WHEREAS, the Operator represents that it possesses the necessary experience, qualifications, capacity, and expertise to perform the duties and tasks outlined herein and to fulfill the role of a managing partner for the One-Stop service delivery system;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the WDBs and the Operator agree as follows:

ARTICLE I: SCOPE OF WORK

The Operator shall serve as the Regional One-Stop Operator, equivalent to a managing partner, and shall be responsible for ensuring a seamless delivery of services from all partners within the Local Workforce Areas 81 & 83. The Operator will oversee workforce services integrated into the framework of the one-stop service delivery system, provided through partner agencies under various funding sources. This regional workforce system is anchored by three critical hallmarks of excellence:

- The needs of business and workers drive workforce solutions

- One-Stop Centers (or American Job Centers) provide excellent customer service to jobseekers and employers and focus on continuous improvement
- The workforce system supports strong regional economies and plays an active role in community and workforce development.

The Regional One-Stop Operator's job description has been defined as:

- Coordination of service delivery among partners and service providers.
- Act as a liaison with the staff of the WDBs.
- Market the One-Stop Centers and the services.
- Ensure each partner abides by their Memorandum of Understanding (MOU) addendum.
- Recruit additional partners.
- Create continuous improvements methods reflective of the One-Stop delivery system as envisioned in ETA's Training and Employment Guidance Letter (TEGL 4-15).
- Evaluate and make recommendations to center operations as pertains to access to partner services.
- Serve as a liaison to the community, partner agencies and employers for the Workforce System.

ARTICLE II: DUTIES AND SPECIFIC TASKS

Specific tasks to be performed by the Operator include, but may not be limited to, the following:

A. Community/Partner Relations

1. **Establish and Maintain Relationships:** Establish and maintain key relationships with all workforce partners, including but not limited to WIOA Title I programs, Wagner-Peyser, Adult Education, and Vocational Rehabilitation.
2. **Coordinate Quality and Continuous Improvement:** Coordinate with partners the implementation of quality and continuous improvement principles within the system, including streamlining services and minimizing duplication.

3. **Ensure Service Delivery Compliance:** Ensure the appropriate delivery of workforce development services in accordance with all governing laws, statutes, regulations, guidance, and policies (e.g., WIOA regulations, State and local policies, and MOUs).
4. **Facilitate Capacity Building:** Facilitate capacity building within the system and with partner agencies to enhance service delivery.
5. **Promote Innovation and Best Practices:** Promote adoption of creative and innovative methods and best practices in the delivery of the required services.
6. **Promote Workforce Programs:** Promote workforce partner programs within the communities concerning the workforce system services.
7. **Formal Referral Process:** Coordinate the development and implementation of a formal referral process for services within and outside of the Center(s); including minimum standards for referral, follow-up requirements, and documentation of referral outcomes.
8. **Virtual Resource Coordination:** Coordinate access to virtual resources at appropriate partner locations and other points throughout the communities such as libraries that strengthen accessibility to services.
9. **Quarterly Partner Meetings:** Coordinate quarterly Partner meetings for the region, including creating agendas, communicating effectively to maintain partner participation, leading meetings with a goal toward consensus building, and completing tasks assigned at meetings and/or following up as necessary.
10. **Cross-Training:** Coordinate cross-training of partner staff on a variety of topics as identified by partners at a minimum of two (2) times per year.

B. WDB Collaboration and Compliance

1. **Community Liaison:** Serve as a community liaison to represent the goodwill and mission of the One-Stop system.
2. **Invoice Generation:** Generate monthly invoices for expenses under this Contract, accompanied by appropriate documentation as specified in Article V.
3. **Board Assistance:** Advise and assist the WDBs on all items relevant to One-Stop operations, as required by WIOA.
4. **Continuous Improvement Activities:** Perform continuous improvement activities to achieve high-level service quality and exceptional customer service.

5. **Regular Meetings:** Participate in regular meetings with the WDB Directors to review contract terms, processes, performance data, and results of internal quality assurance monitoring and corrective action efforts.

C. On-Site Presence and Reporting

The Operator shall assist with coordination and strategic direction of the One-Stop Centers. This requires a consistent physical presence, with a minimum of two (2) on-site engagements per month across the One-Stop Center locations (Ouachita Parish American Job Center and Morehouse Parish American Job Center). A written report of what occurs on the visits shall be submitted to the WDB Directors within one week of each visit. These engagements are intended for direct partner collaboration and staff support.

D. Non-Discrimination

The Operator shall ensure non-discrimination to assure customers have an equal opportunity to access programs and services administered by the WDBs. 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 programs based on race, color, religion, sex, national origin, disability, age, political affiliation, marital status, and/or sexual orientation, and each customer shall have such rights as are available under any Federal, State, or local law prohibiting discrimination.

ARTICLE III: SERVICE MODEL

The OSO shall **not** be responsible for the direct supervision, management, or delivery of day-to-day services provided by staff at the American Job Centers. Responsibility for daily operations, staff oversight, and program performance remains with the respective partner agencies and their designated supervisors.

ARTICLE IV: CENTER LOCATIONS AND HOURS OF OPERATION

The Operator shall coordinate partner services at the comprehensive One-Stop Centers at the following times and locations, adhering to the WDBs' established Holiday policy:

A. Ouachita Parish American Job Center

- **Address:** 24 Accent Drive, Suite 151, Monroe, LA 71202
- **Telephone:** (318) 362-3058

- **Hours of Operation:**

- Monday, Tuesday, Wednesday: 8:00 AM - 12:00 PM and 12:30 PM - 4:30 PM
- Thursday: 8:00 AM - 12:00 PM
- Friday: 8:00 AM – 12:00 PM and 1:00 PM – 3:00 PM

B. Morehouse Parish American Job Center

- **Address:** 250 Holt Street, Bastrop, LA 71220
- **Telephone:** (318) 283-0892
- **Hours of Operation:**
 - Monday, Tuesday, Wednesday, Friday: 8:00 AM – 12:30 PM and 1:00 PM – 4:30 PM
 - Thursday: 8:00 AM – 12:30 PM

ARTICLE V: CONTRACT SUMMARY: TERM, AMOUNT, TYPE AND COMPENSATION

A. Contract Award and Term

- **Single Award:** The Workforce Development Boards (WDBs) intend to award a single contract.
- **Initial Term:** August 1, 2025, through June 30, 2026. This is contingent on achieving measurable outcomes and the continued availability of sufficient funds.
- **Optional Renewals/Extensions:** The WDBs have the option to renew/extend the contract for up to three (3) additional one-year periods, subject to successful performance and Board approval:
 - Renewal One: July 1, 2026, to June 30, 2027
 - Renewal Two: July 1, 2027, to June 30, 2028
 - Renewal Three: July 1, 2028, to June 30, 2029
- **Renewal Disclaimer:** Renewals/extensions are *not guaranteed*, and the initial contract award does not obligate the WDBs to exercise any renewal options. The terms and lengths of any extension will be established by the WDBs and will be included in any contract modification. All extensions must be documented in a

written modification to this Contract. Each extension shall be for a period of not more than one (1) year, and a maximum of three (3) extensions are permitted. Prior to the end of the initial 12-month period, and annually thereafter according to the Program Year basis (August 1, 2025, through March 31, 2026, for the initial period), an evaluation will be made of the Operator's performance to determine whether a contract renewal/extension may be granted, contingent upon established contract performance.

B. Funding and Estimated Amount:

- **Initial Estimated Funding: \$2,500 monthly** for the period of August 1, 2025, through June 30, 2026 (up to \$13,750 each WDB).
- **Funding Source:** WIOA Title I funding, specifically for Regional One-Stop Operator services.
- **Allocated Uses:** These funds are designated for staffing costs related to coordination and integration of one-stop system partners, and associated travel/mileage.
- **Provided Resources:** The WDBs will provide office space, a computer, telephone, internet, and office supplies when the One-Stop Operator is at the Center location.
- **Other Center Costs:** Costs for general Center operations (e.g., staff salaries/benefits, rent, utilities, general supplies, equipment, janitorial services, WIOA participant training, and supportive services) will be managed and funded separately by the WDBs and other mandated partners, not from the \$30,000 estimate.
- **Funding Disclaimer:** The \$30,000 is a **planning figure only** and does not commit the WDBs to award a contract for this exact amount. Respondents must propose a reasonable total cost. Funding may be adjusted based on changes in WIOA Title I funding received.

C. Contract Type - Cost Reimbursement with Performance-Based Provisions:

- **Payment Basis:** Payment will be made as a **monthly flat-rate** of \$2,500.00, incorporating performance-based provisions tied to successful delivery outcomes.
- **Cost Ceiling:** The contract will establish an estimated total cost and a **ceiling** that the contractor cannot exceed without an amendment and additional funds from the WDBs (otherwise, it's at the contractor's risk).

- **WDB Responsibilities:** The WDBs are responsible for ensuring that all contracted costs are both necessary and reasonable.
- **Financial Management:**
 - **Funding Flexibility:** Provisions allow for limited movement of funds among line items within the budget.
 - **Record Keeping:** The contractor must maintain sufficient records to account for all expenditures.
 - **Reporting:** Costs are required to be reported monthly.
- **Subcontracting:** No part of the work covered by this RFP is permitted to be subcontracted.
- **Performance Linkage:** Expected performance delivery outcomes will be linked to the "Duties and Specific Tasks" detailed in Section IV (Scope of Work) and will be determined and negotiated between the Board and the contractor.
- **Budget Submission:** Respondents must develop and submit a **line-item budget** detailing all expected costs for the proposed services.
- **Contract Modification Clause:** Any contract awarded may be modified to incorporate changes arising from potential legislative or policy shifts, adjustments in the delivery system, or changes in performance achieved, due to the nature of the WDB's funding sources.

D. Compensation and Payment

1. **Cost Reimbursement:** This Contract is a cost reimbursement contract. The Operator shall be reimbursed for allowable costs incurred in the performance of the Scope of Work, as approved in the Operator's budget (Attachment B of the Proposal) and as determined to be reasonable, necessary, and allocable.
2. **Excluded Costs:** The WDBs will directly pay for all American Job Centers costs, which include: staff salary/benefits/travel, rent, utilities, telephone, internet, janitorial services, supplies, equipment, maintenance, and direct WIOA participant costs such as training and supportive service costs. Therefore, the Operator shall not include costs for such expenses in invoices submitted for reimbursement under this Contract.
3. **Invoicing:** The Operator shall generate and submit monthly invoices for expenses incurred under this Contract to Workforce Development Board 81. Each invoice

must be accompanied by appropriate documentation, which may include copies of paid invoices, check registers, payroll and benefit records, and similar documents, to substantiate all claimed costs.

4. **No Cash Advances:** Cash advances will not be available to the Operator. Reimbursements shall be made based on allowable costs incurred. The Operator is responsible for financially supporting the costs of doing business until an invoice can be submitted and paid by the WDBs.
5. **Monthly Narratives:** Additionally, monthly narratives detailing accomplishments, challenges, and next month's objectives must accompany each invoice.
6. **Indirect Costs:** Indirect costs can only be charged to this Contract if an approved indirect cost plan is included with the Operator's budget and approved by the WDBs.

ARTICLE VI: CONTRACT PROVISIONS

The following provisions shall apply to this Contract:

A. Early Termination

This Contract may be terminated by the WDBs for failure of the Operator to satisfactorily perform the tasks required herein. This Contract may also be terminated by either party, with or without cause, by providing advanced written notice to the other party. The Contract will also provide for termination for lack of funds.

B. Modifications

This Contract may be modified to incorporate changes required by Federal or State laws and policies, or to increase funds to the Operator if funds become available through other sources. All modifications must be in writing and signed by authorized representatives of both parties.

C. Assignment and Subcontracting

The Operator shall not assign, transfer, or subcontract any portion of the work to be performed under this Contract to another entity without the express prior written consent of the WDBs. Any attempted assignment or subcontracting without such consent shall be null and void.

D. Indemnification

The Operator shall indemnify and hold harmless the State of Louisiana/LWC, WIOA Administrative Entity/Fiscal Agency, Local Elected Officials, Workforce Development Boards 81 & 83, its officers, agents, and employees from liability of any nature and kind, including costs, expenses, and attorney fees, for or on account of any actions, claims, suits, and damages of any character whatsoever arising out of any negligent act or omission of the Operator or any of its employees, agents, volunteers, subcontractors, or representatives in the performance of this Contract.

E. Dispute Resolution

Any dispute arising under this Contract shall first be attempted to be resolved through administrative processes and negotiation between the parties. The Operator agrees to continue to provide services as required by this Contract while any dispute resolution process is ongoing.

F. Audit Rights

The Fiscal Agent, the State of Louisiana, the U.S. Department of Labor, the United States Comptroller General, and any of their duly authorized representatives, or other entities with statutory audit rights, shall have the right to perform audits after reasonable advanced notice to the Operator at any time during the Contract period or within three (3) years from the date of the final payment of this Contract. At any time during normal business hours and as often as the Fiscal Agent or any of the above parties may deem necessary, the Operator shall make available to their duly authorized representatives for examination, all its records with respect to all matters covered by this Contract. These parties shall have the authority to audit, examine, and make excerpts or transcripts from, any books, documents, papers, and records of the Operator which are directly pertinent to this Contract, including all contracts, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by this Contract.

G. Access to Records and Records Retention

The Operator shall maintain all records pertinent to this Contract, including financial, statistical, property, participant records, and supporting documentation. These records shall be preserved and made available to the Fiscal Agent and its agents for a period of three (3) years after the date of the final closeout of this Contract. However, in the event of an audit, records shall be kept by the Operator until the audit is completely resolved, even if it requires a retention period longer than 3 years. If the Operator is unable to retain the necessary records for the required period, the Operator will transfer such records to the Fiscal Agent for acceptance in an orderly fashion with documents properly labeled and filed, and in an acceptable condition for storage.

H. Performance Evaluation

The Operator's performance under this Contract will be measured by the WDBs to determine whether the contract measures have been met. The contract will be evaluated not less than on an annual basis prior to the end of the contract period. This evaluation will determine whether the contract may be extended. Contract performance will be negotiated prior to the beginning of the contract and may include measures relating to the following areas:

- Compliance with Board guidance and policies
- Convene partners and make progress toward integration of services
- Increase workforce recruiting/presentations and increasing number of employer engaged with the workforce development system
- Improvement in customer service for both businesses and job seekers.

I. Copyrights and Rights to Data

The Operator agrees that the Fiscal Agent, State of Louisiana, and the U.S. Department of Labor shall have unlimited rights to any data first produced or delivered under this Contract. This provision shall not apply to products produced by the Operator other than this Contract and which are used in the performance of the work required by this Contract.

J. De-obligations

This Contract is subject to the availability of funds. The WDBs reserve the right to decrease or eliminate funding to the Operator if funding made available to the WDBs is not sufficient to allow for full payment of this Contract. At the time this Contract is written, the actual funding amounts provided to the workforce area may not be available. This Contract may be modified prior to or subsequent to the July 1st start date of each contracted period to reflect changes that are necessary due to actual funding amounts received.

K. Insurance

While proof of insurance is not required with the proposal, evidence of the following applicable insurance coverage must be provided by the Operator prior to beginning the performance of work under this Contract: general liability coverage, insurance for motor vehicles used by employees of the Operator, workers' compensation, and blanket bond coverage. The WDBs will not be responsible for providing any type of insurance for the Operator.

L. EEO Requirements

The Operator will be required to comply with certain Equal Employment Opportunity (EEO) requirements. No person in the United States shall be, on the grounds of race, color, religion, sex, sexual orientation, national origin, age, handicap, political affiliation, belief, or marital status be excluded from participation in, be denied benefits of, be subject to discrimination under, or be denied employment in the administration or in the connection with any program or activity funded in whole or part with funds made available under this agreement.

M. Duplicate Funding

The Operator agrees that any Operator's cost which is already allocated to other sources may not be included in the cost of this Contract. The Operator must inform the WDBs if the Operator applies for or receives funds which affect the cost or performance of work under this Contract and how the Operator plans to allocate duplicated funds. The WDBs must have the right to renegotiate this Contract relative to the changed costs.

N. Compliance with Law

In rendering the performance hereunder, the Operator shall comply with the requirements of the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, with the regulations promulgated thereunder, and with the following:

- Applicable Federal Laws and appropriate OMB Circulars
- Laws of the State of Louisiana
- WIOA policies as adopted by the Louisiana Workforce Commission
- Local Laws
- WDB policies and procedures
- U.S. Department of Labor statement 29 CFR 37.20 regarding the non-discrimination and Equal Opportunity provisions of the WIA 1998 as reauthorized.
- U.S. Department of Labor 29 CFR Part 38

In the event of a conflict between such laws and regulations and the terms of this agreement, precedence shall be given to the laws and regulations.

O. Reporting

A monthly One-Stop Operator Narrative Report must accompany any requests for funds in order to demonstrate justification for payment of request. The items to be reported on a monthly basis may include:

- Accomplishments toward current objectives
- Challenges encountered or anticipated
- Objectives for the next month

This Contract may have additional requirements that the Operator make regular presentations to the WDBs, Local Elected Officials, or similar groups. These reports may include information on customers, identified customer needs, services being provided for customers, employer needs, reports on progress that have been made on meeting the real-time performance metrics, and similar types of information. The Operator will also be required to provide the WDBs any narrative, statistical, and financial reports related to the elements of the Contract in a format and timeframe determined by the WDBs.

P. Corrective Action

This provision will describe notices to the Operator, corrective action steps, corrective action plans, timeframes, and similar provisions.

Q. Patent Rights

If products are produced under this Contract to which a patent is granted, the patent rights shall belong to the WIOA Fiscal Agent, the State of Louisiana, and to the U.S. Department of Labor. This provision shall not apply to products produced by the Operator other than this Contract and which are used in the performance of the work required by this Contract.

R. Disallowed Costs

This Contract will have provisions that require the Operator to repay any expenditure that is found to be unallowable. This Contract will have provisions requiring the Operator to remedy any deficiencies found in audits or monitoring reports prior to incurring additional expenditures or receiving additional funds.

S. Other Contract Provisions

This Contract may have provisions which are not described in this RFP. Those provisions may be necessary due to applicable laws or regulations, provisions added or changed to reflect negotiations made subsequent to the issuance of this RFP, requirements not known at the time of the issuance of this RFP, or for other reasons.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the Effective Date.

FOR WORKFORCE DEVELOPMENT BOARD 81:

Doretha B. Bennett

Doretha Bennett, Executive Director

Workforce Development Board 81

Date: 8-1-25

FOR WORKFORCE DEVELOPMENT BOARD 83:

Terri Mitchell

Terri Mitchell, Executive Director

Workforce Development Board SDA-83, Inc.

Date: 8-1-25

FOR CLOSING THE GAP CONSULTING, LLC:

Darrel Lewis

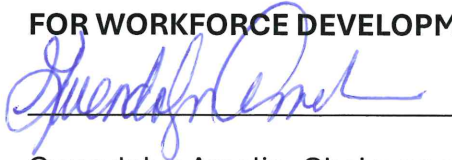
Darrel Lewis, CEO-President

Closing the Gap Consulting, LLC

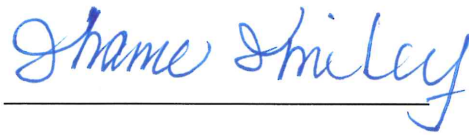
Date: 7/30/25

Both the Chief Elected Official and the Chair of **Workforce Development Board 81 & Workforce Development Board SDA-83, Inc.**, hereby acknowledge their understanding and acceptance of the contract terms for the One-Stop Operator services.

FOR WORKFORCE DEVELOPMENT BOARD 81:



Gwendolyn Amelin, Chairperson WDB 81

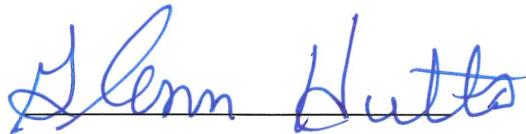


Shane Smiley, Ouachita Parish Policy Jury President/CEO

FOR WORKFORCE DEVELOPMENT BOARD 83:



Steve Henderson, Chairperson WDB 83



Glen Hutto, CEO Union Parish Policy Jury President

Appendix A: Deliverables

- Monthly invoice with supporting documentation
- Monthly narrative report
- Quarterly partner meeting facilitation
- Biannual cross-training sessions
- Monthly One-Stop site visits and reports

Appendix B: Monthly Narrative Report Template

Report Month: _____

Prepared by: _____

1. Accomplishments This Month:

[Describe progress, milestones, completed tasks]

2. Challenges Encountered:

[Describe any obstacles and resolutions]

3. Objectives for Next Month:

[List goals and planned activities]

4. Partner Collaboration:

[Summarize meetings, joint activities, and feedback]

5. Operational Highlights:

[Provide details from site visits or events]