

## St. Louis County Workforce Development Board

### MULTI-FUNCTION AGREEMENT

The following Multi-Function Agreement (the Agreement) sets forth the terms of agreement for the *St. Louis County Workforce Development Board (“WDB”)* and its Multi-Function Agency: *Family and Workforce Centers of America (“FWCA”)*.

#### **1. Purpose of Agreement**

It is the purpose of this Agreement to specify the responsibilities of the Multi-Function Agency related to implementing, managing, and operating WIOA programs in the St. Louis County workforce development area under the Workforce Innovation and Opportunity Act (WIOA). The regulations implementing WIOA allow LWDBs to contract with a single entity to fulfill more than one service provider role in its One-Stop Delivery System. Any service provider performing more than one function, such as local fiscal agent, LWDB staff, OSO, or direct provider of services must develop a written agreement with the LWDB and Chief Elected Official (CEO). This written agreement must clarify how the organization will carry out its responsibilities while demonstrating compliance with WIOA and corresponding regulations, relevant Office of Management and Budget circulars, and the State’s conflict of interest policy.

#### **2. General Terms of the Agreement**

The Multi-Function Agency will ensure that the St. Louis County one-stop and affiliate sites operate in a manner which supports the operational policies and procedures of the WDB and of its designated administrative entity.

The organizations operating at, or in association with the One-Stop Center or community affiliate sites shall sign a Memorandum of Understanding (MOU) outlining their commitments to the operation of the one-stop system. The Memorandum of Understanding and Multi-Function Agency Agreement for each partner organization further define the operational commitments.

This Multi-Function Agency Agreement will commence on the effective date signed and remain in effect as long as said agency performs in a multi-functional capacity.

#### **3. Multi-Function Agency/Function**

The Multi-Function Agency's role is to coordinate activities throughout the one-stop system in accordance with the signed MOUs, following guidance provided by the WDB. Additionally, the Multi-Function Agency is responsible for ensuring that the service delivery system at the One-Stop Center and affiliate sites fully integrate the services, protocols, and quality standards that conform to the WDB Strategic and Operations Plans and related policies.

The Multi-Function Agency shall utilize the Workforce Innovation and Opportunities guidance consisting of partners that have entered into MOUs with the WDB as the primary structure within which operational issues are identified, referred and/or resolved.

The Multi-Function Agency shall support the WDB structure for design and implementation of customer services. Specifically, the Multi-Function Agency's roles and responsibilities include but are not limited to the following:

- Coordination of the service delivery of the mandatory one-stop partners and other service providers at a comprehensive One-Stop Center to include managing partner responsibilities as defined in the MOU among the partners;
- Managing the daily operation of the One-Stop building to include hours of operation, coordinating and scheduling facilities usage such as, but not limited to classrooms work areas, resource center, and assessment and conference rooms;
- Establishing a One-Stop Management Team including the Multi-Function Agency, the WDB and One-Stop partners for the purpose of discussing and addressing tactical and strategic issues related to One-Stop operations;
- Coordinating or providing professional development and staff training for One-Stop partner staff to improve operations and deliver higher value to job seeker and business customers of One-Stop Center;
- Establishing a single point of entry for job seekers and coordinating a triage system for one-stop customers that best directs them to the most appropriate services offered by One-Stop partners;
- Facilitating training sessions among One-Stop partners where each partner's programs and detailed procedures will be made known to all the other partners;
- Developing and maintaining written policies on broad operational guidelines that will outline the responsibilities and objectives of each of the One-Stop partners while providing excellent customer service;
- Increasing customer satisfaction by developing flows and processes that are driven by feedback from both businesses and job seeker customers as well as community-based organizations whose clients are referred to One-Stop Center;
- Coordinating the timely and efficient handling of incoming telephone calls by staff who are knowledgeable of the basic available services and the current availability of staff;
- Enforcing the policies of the WDB;
- Collaborating with the WDB on oversight of the One-Stop Center;
- Reporting One-Stop activity to the WDB;
- Collaborating with the WDB for outreach efforts with specific industry sectors and career pathway efforts;
- Facilitating problem solving and continuous improvement activities for the One-Stop Center, as well as establishing a process for on-going quality improvement in One-Stop Center operations;
- Fostering partnerships within the center to function as a multi-agency team and promoting and participating in collective accountability that recognizes system outcomes, in addition to an individual partner's program outcomes;
- Collaborating with the One-Stop partners to bring and integrate additional and complementary services to the One-Stop Center;
- Resolving conflicts among partners in alignment with disputes process and responding to complaints of one-stop customers in accordance with WDB policies;

- Developing cross-referral protocols in partnership with One-Stop partners and community service providers;
- Arranging for and coordinating the staffing of a resource area for use by the public;
- Coordinating the delivery of workshops conducted by partner staff that will enable one-stop customers to become job- and training-ready;
- Coordinating marketing and branding of the One-Stop Center;
- Involving Chambers of Commerce and other business associations in providing feedback and advice to improve services and performance results of the one-stop system;
- Providing access to space for businesses to interview candidates, hold recruiting events, conduct informational meetings, etc.;
- Providing access to employers for in-person opportunities to inform job seekers about available job openings within their organization;
- Providing access to screened job seekers based on the employer's skill requirements through the State MIS.
- Through outreach, inform employers of the opportunity to post employment availability throughout the State MIS;
- Assisting in the coordination of job fairs offering multiple employers the opportunity to meet job seekers;
- Educating businesses about all the services available through the one-stop system from partner programs through marketing and outreach efforts;
- Working with appropriate entities, including Employment Transition Team (ETT) staff to provide businesses access to information on a variety of workforce topics, including workforce-related and economic development tax incentives; unemployment insurance; labor market statistics; and other workforce-related information identified as providing value to businesses;
- Providing businesses access to information related to various training models available throughout the workforce development area;
- Provide other services as required by the WDB.

#### **4. WDB Responsibilities**

- Providing policy guidance, direction, and strategic planning;
- Monitoring and oversight of the One-Stop System and of all WIOA activities within its purview, with the aim of accomplishing continuous quality improvement and attaining program goals/standards;
- Reviewing and analyzing the needs of the local business community to develop responses to those needs;
- Reviewing and overseeing training processes and procedures; and
- Reviewing and approving of MOUs.

#### **5. CONFLICT OF INTEREST**

Per St. Louis County, approved in the PY20-23 Local Plan, appropriate separation of responsibilities must occur between various entities serving in a functional role within the One Stop system. These entities are defined in this policy as LWDB staff, Fiscal Agent, One Stop Operator, and Service Provider. For the purposes of this agreement, it should be noted that the entity (or individual serving in the role of One Stop Operator per contract) shall not provide direct oversight (e.g., supervisory, management) for staff of any other entity with a functional responsibility within the One Stop system, including LWDB staff, Fiscal Agent, or Service Provider. This is to prevent any conflicts of interest and maintain appropriate firewalls per policy.

Adherence to this agreement will be maintained by the CLEO for St. Louis County as well as the LWDB.

See attached St. Louis County Firewall and Conflict of Interest policy for additional details.

## **6. DISPUTE RESOLUTION**

A disagreement about some matter within the Multi-Function Agency which falls outside of the scope of the Agreement and which cannot be resolved by the Multi-Function Agency will be referred to the Chief Elected Official of St. Louis County for resolution. If a resolution cannot be reached, the matter will be referred to the WDB Chairperson and the Chief Local Elected Official (CEO) who will meet with the parties involved in the dispute to attempt to resolve the issue. The WDB Chairperson and the CEO will issue a written recommendation for resolving the issue.

## **7. AMENDMENTS**

This Agreement may be amended at any time by the written, signed consent of all the parties.

## **8. SEVERABILITY**

Should any part of this Agreement be invalidated or otherwise rendered null and void, the remainder of this Agreement shall remain in full force and effect.

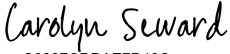
## **9. TERMINATION**

Termination for Cause: The WDB may terminate the agreement if, after following the provisions set forth in this Agreement, it determines that the Multi-Function Agency has failed in the performance of the covenants and obligations of this agreement. The WDB shall notify the Multi-Function Agency in writing of the termination and reasons for the termination, together with the effective date.

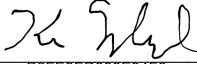
Termination for Convenience: Either party may, without cause, at any time during the term of this agreement, terminate this agreement by giving a written notice of its intention to terminate the agreement 90 days prior to the effective date of termination. If the party giving the termination notice does not withdraw the notice in writing, this agreement shall terminate on the date specified.

## **10. AUTHORITY**

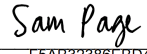
The undersigned officials are authorized to execute this Agreement on behalf of the parties. It is mutually understood that this Agreement shall not become effective until executed by all Parties involved.

DocuSigned by:  
  
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\_\_\_\_\_  
Carolyn Seward, President & CEO  
Family and Workforce Centers of America

01/27/2021 | 8:30 AM CST  
\_\_\_\_\_  
Date

DocuSigned by:  
  
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\_\_\_\_\_  
Kevin Whirley, Board Chairperson  
St. Louis County Workforce Development Board

01/27/2021 | 8:50 AM CST  
\_\_\_\_\_  
Date

DocuSigned by:  
  
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\_\_\_\_\_  
Sam Page, County Executive  
Chief Elected Official, St. Louis County  
Workforce Development Board

01/29/2021 | 12:36 PM CST  
\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement effective as of 01/29/2021 | 12:36 PM CST date.

CONTRACTING AGENCY:

**ST. LOUIS COUNTY, MISSOURI**

**ATTEST:**

DocuSigned by:  
*Diann Valenti*  
41E86BDCEA26419...  
Administrative Director

**APPROVED:**

DocuSigned by:  
*Andrea Jackson-Jennings*  
1B45DF9BA3A0402...  
Director of Human Services

**APPROVED AS TO LEGAL FORM:**

DocuSigned by:  
*Bush*  
A2FEE09D0EAB409...  
County Counselor

**APPROVED:**

DocuSigned by:  
*Victoria Ineal*  
8C69C5670B3B4E0...  
Accounting Officer

Legal Review <sup>DS</sup> *JB*  
Fiscal Review <sup>DS</sup> *W*

## St. Louis County Workforce Development

### Firewall and Conflict of Interest Policy

The St. Louis County Workforce Development Board will maintain effective firewalls to ensure the appropriate separation of duties, mitigate any conflicts of interest, and implement the right controls to guarantee ethical and responsible program operation and delivery. The following guidance, outlining firewall policies, applies to all Board staff as well as any subrecipient provider contracting with the St. Louis County Workforce Development Board to deliver services.

#### Controls and Firewall Policy:

- There will be sufficient separation of duties and functions among four key organizations:
  - LWDB staff
  - Fiscal Agent
  - One Stop Operator
  - Service Provider

#### **Current Functional Responsibilities**

Organization	Unit	Lead Staff Position	Oversight
LWDB Staff	Administration	Director of Workforce Development	St. Louis County Workforce Development Board and Department of Human Services
Fiscal Agent	FSIS (Financial Services Information System)	Director of Fiscal Services, St. Louis County Department of Human Services	Fiscal Auditing organization and St. Louis County Fiscal Management
One Stop Operator	Contracted Subrecipient	Functional Leader	LWDB staff – Compliance Unit
Service Provider	Contracted Subrecipient	Program director assigned for each provider organization	LWDB staff – Compliance Unit and Administration Unit

- Each organization will provide independent oversight and monitoring of each function and report findings to top management and LWDB.

- Policy guidelines outlining control and firewall policies will be reviewed and signed by all staff participating in the One-Stop delivery system (e.g. subrecipients, LWDB staff) at the onset of any new program year. The Director of Human Services will be responsible for collecting signed policies from the Workforce Development Division staff (Board staff) in addition to subrecipients. Supervisors and Managers for each functional area will sign a specific portion outlining their responsibility to ensure appropriate separation of duties between functional areas.
- Regular evaluation of separation of duties will be conducted by the LWDB. More specifically, the Executive Committee of the Board will conduct a semi-annual audit of existing firewalls and controls and will recommend areas for necessary adjustment to the full LWDB.
- Multi-function agreements will be in place to ensure that any single entity One Stop Operator (OSO) serving in more than one service provider role in the one-stop system adheres to appropriate firewall and internal control provisions. Adherence to this agreement will be maintained by the CLEO for St. Louis County as well as the LWDB.
  - See attached Multi-function agreement currently in place for PY19/FY20
- FSIS will be monitored annually by St. Louis County Fiscal Management and an auditing organization contracted by the State of Missouri as is customary.
- Separation of roles and functions among LWDB staff (e.g. local monitor will not be the same individual managing or approving program operations) will be monitored and enforced by the Director of Workforce Development.
  - St. Louis County Workforce Development will develop a tool to review the work of each functional area and ensure that monitoring be performed by staff who are independent of the functions being monitored.
  - This tool and monitoring process will be regularly reviewed on an informal basis by top management and semi-annually by the LWDB.
- Similar to the existing LWDB member conflict of interest policy, all LWDB staff will be required to adhere to and sign a conflict of interest document that includes provisions related to the following:<sup>1</sup>
  - Disclosure Requirements
  - Organizational conflict of interest, including procurement
  - Individual conflict of interest, including procurement

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<sup>1</sup> A conflict of interest document for LWDB will be designed and implemented in consultation with legal



BILL NO. 142, 2020

ORDINANCE NO. 27,813, 2020

Introduced by Councilmember CLANCY

AN ORDINANCE

AUTHORIZING THE COUNTY EXECUTIVE TO ACCEPT A GRANT OF UP TO \$4,623,188 FROM THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT, DIVISION OF WORKFORCE DEVELOPMENT; DEPOSITING AND APPROPRIATING SAID MONIES AS SET FORTH HEREIN FOR SUPPORT OF PROGRAMS AND SERVICES RELATED TO THE WORKFORCE INNOVATION AND OPPORTUNITY ACT; AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE NECESSARY CONTRACTS OR OTHER DOCUMENTS.

BE IT ORDAINED BY THE COUNTY COUNCIL OF ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1. The County Executive, on behalf of St. Louis County, Missouri, is authorized to accept grant funds from the Missouri Department of Economic Development, Division of Workforce Development, in an amount of up to \$4,623,188 for the grant period ending June 30, 2022 Said grant funds shall be appropriated for the purposes and into the accounts as set out below:

- (a) WIOA Adult PY20/FY21; employment, education, training and support services for economically disadvantaged job-seekers; \$1,592,499; Fund No. 3860, Grant No. GD004
- (b) WIOA Dislocated worker PY20/FY21; employment education, training and support services for dislocated workers; \$1,333,621; Fund No. 3880, Grant No. GD006
- (c) WIOA Youth PY20/FY21; career exploration and guidance, work experience, education, training and support services for economically disadvantaged youth; \$1,697,068; Fund No. 3870, Grant No. GD005

SECTION 2. The County Executive is authorized to execute on behalf of St. Louis County, Missouri any contracts or other documents

