



## **ONE-STOP OPERATOR POLICY POLICY #: 4011**

Date of Original Policy: 12/12/2023

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### **PURPOSE**

To provide guidance regarding the One-Stop Operator (OSO) references, roles, and responsibilities at the Southwest Workforce System under the Workforce Innovation and Opportunity Act (WIOA).

### **BACKGROUND**

As identified in WIOA legislation, the OSO shall be the entity best suited to implement the workforce service delivery system. WIOA sets the general expectation that local workforce boards, such as Workforce Southwest Washington (WSW) conduct procurement processes to identify appropriate providers of OSO and other services. The vision of the Department of Labor (DOL) and operational guidance for the One-Stop system under WIOA is outlined in Training and Employment Guidance [Letter \(TEGL\) 04-15](#) and [TEGL 16-16](#) and [16-16 Change 1](#).

### **POLICY**

The OSO oversees the operations and serves as the point of contact for the workforce system.

All partner organizations with staff located at WorkSource Vancouver, WorkSource Kelso, and Next are responsible for understanding the role of the OSO.

#### **A. One-Stop Operator Responsibilities**

Below is a list of One-Stop Operator roles and responsibilities. This list includes general roles, but duties are not limited to those listed. Specific goals and activities for a given time period may be added through the One-Stop Operator Request for Proposal and subsequent contracts provided by WSW.

- 1) Management of WorkSource Vancouver and WorkSource Kelso, including hours of operations, space configuration, space usage, space design and layout, customer flow, and managing the center following integrated service delivery design principles.
- 2) Determining the number of staff and workspaces at WorkSource Center(s), as well as the programs and projects operated within WorkSource. It is required that the OSO maintain a process by which any agency seeking new, additional, or expanded workspace, funding, programs, or projects, such as adding staff or realigning a staff members' duties that will impact any aspect of Integrated Service Delivery (ISD), must seek authorization from the OSO with both the request and

response documented in writing.

- a. This approval must be sought and approved by the OSO in advance, including during the grant writing phase.
  - b. It is required that the OSO work with WSW regarding WIOA Core and Required Partners to be in the center. The local board (WSW) is responsible for ensuring all WIOA requirements are met, and as such, is responsible for ensuring WIOA Core and Required Partner services are available throughout the one-stop campus.
- 3) Approving all changes in advance and in writing for office furniture, office equipment, and IT hardware and software. It is understood that reasonable accommodation and state-mandated changes cannot be denied by the One-Stop Operator. However, the partner making the change must seek consent in advance to ensure the OSO is aware of the change and has the opportunity to provide feedback on the product being purchased.
- 4) Approving all community, agency, and other meetings being held within WorkSource Vancouver and WorkSource Kelso within the community. The OSO will create and maintain a form/process by which partner agencies can seek authorization to use classroom and/or meeting room space within WorkSource Center(s).
- 5) In partnership with WSW, coordinating communication and partnerships across the One-Stop campus (WorkSource Vancouver and Next) and affiliated service locations in the Southwest service area (Clark, Cowlitz, and Wahkiakum Counties).
- 6) Encouraging partner collaboration, including continuously striving to achieve shared ownership for success of the customer and the system; and contributing to collective accountability that recognizes system outcomes.
- 7) Leading One-Stop Site Certification process for WorkSource comprehensive, affiliate and connections site in Southwest service area.
- 8) Operationalizing the vision of WSW through the WorkSource Strategic Plan including high quality customer services, Integrated Service Delivery, and a professional environment with up-to-date technology.
- 9) Assuring that appropriate referrals are made among the partners.
- 10) Promoting the services available on the One-Stop Campus, including development of marketing and outreach materials, with support from WSW.
- 11) Being knowledgeable of the mission, performance standards, and contractual obligations of all partners; maintaining an awareness of successes, challenges, and ongoing strategies; and ensuring cross-training among all staff. The sharing of this information is intended to enable the OSO to support and maintain awareness of all work that is conducted from the WorkSource Center(s).
- 12) Evaluating customer needs and satisfaction data to continually refine and improve service strategies.
- 13) Ensuring that WSW non-program-related policies and procedures are effectively communicated and carried out at WorkSource Center(s).
- 14) Working with WSW and partners to define and provide a means to meet common operational needs, such as training, technical assistance, and additional resources, etc.
- 15) Ensuring non-program Equal Opportunity requirements are met, including

coordinating staff training, and assuring Equal Opportunity posters and processes are in place.

- 16) Serve as the Complaint Coordinator, being the point of contact for all customer concerns and/or complaints. Notifying WSW Local EO Officer ASAP if rises to that level.
- 17) Lead efforts to develop a team culture of excellence, belonging, inclusive, and a customer-first mindset.
- 18) OSO will enforce and demonstrate [Code of Conduct](#) expectations at the WorkSource Center(s).

## **B. Administrative Functions**

The OSO shall work with the WSW regarding WIOA Core and Required Partners to be in the center.

**Conflict Resolution** – The OSO and all partners will utilize the dispute resolution procedures outlined in [WSW Policy #4007 Dispute Resolution](#).

**Conflict of Interest** – If the agency selected to employ the OSO is also a provider of other WIOA services, they will be required to enter into a written agreement with the WSW and the chief elected officials to demonstrate appropriate firewalls and internal controls. This requirement is designed to spell out protections against potential conflicts of interest.

**Contract with One-Stop Operator** – A One-Stop Operator Contract will be established that specifies the role/responsibilities of the OSO; measures of success; and any other agreements, policies, or guidance on file that may be relevant to responsibilities of the OSO in meeting the intent of this policy.

## **C. Duties One-Stop Operator May Not Perform**

Per WIOA and associated guidance, the OSO may **not** perform the following:

- 1) Develop, manage, or conduct the competitive procurement of service providers in which it intends to compete.
- 2) Convene system stakeholders to assist in the development of the local plan.
- 3) Prepare and submit local plans (as required under sec. 107 of WIOA).
- 4) Be responsible for oversight of itself.
- 5) Develop, manage, or participate, other than as a respondent, in the competitive selection process for One-Stop Operators.
- 6) Select or terminate One-Stop Operators or WIOA Title I service providers.
- 7) Perform monitoring functions of itself or any WIOA partners.
- 8) Evaluate itself as One-Stop Operator.
- 9) Negotiate local performance accountability measures.
- 10) Develop and/or submit a budget for activities of Workforce Southwest Washington.
- 11) Establish practices that create disincentives to providing services to individuals

with barriers to employment who may require longer-term career and training services.

## **DEFINITIONS**

- **Contract** – A legal instrument by which the fiscal agent, service provider, or subrecipient is committed to pay for goods, property, or services needed to accomplish the purposes of the contract/agreement. The term as used in this policy does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward (see 2 CFR 200.92 - Subaward).
- **Conflict of Interest** – Conflict between the official responsibilities and the private interests of a person or entity that is in a position of trust. A conflict of interest would arise when an individual or organization has a financial or other interest in or participates in the selection or award of funding for an organization. Financial or other interests can be established either through ownership or employment.
- **Integrated Service Delivery with Co-enrollment** – Integrated Service Delivery seamlessly addresses the training and employment needs of system customers: job seekers and businesses. ISD with co-enrollment is a voluntary approach to the delivery of WorkSource services.
- **One-Stop Center Certification** – The certification process establishes a minimum level of quality and consistency of services in American Job Centers across a State. The certification criteria allow States to set standard expectations for customer- focused seamless services from a network of employment, training, and related services that help individuals overcome barriers to obtaining and maintaining employment.
- **Partner** – Any agency with staff located at WorkSource Vancouver, WorkSource Kelso, or Next.
- **Southwest Workforce System** – Area partners located at WorkSource Vancouver, WorkSource Kelso, and Next Youth locations.

## **REFERENCES/RESOURCES**

- WSW Policy [#4010 Integrated Service Delivery Policy](#) and Handbook
- WSW Policy [#2004 Complaint Resolution, Equal Opportunity, Nondiscrimination Policy](#)
- Workforce Training and Education Coordinating Board [#1016 One Stop Certification Policy](#)
- [Title 2, Subpart A, Chapter 11 CFR 200.317-326](#)
- [OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Programmatic policies, rules, and guidance:](#)
- [Public Law 113-128, Workforce Innovation and Opportunity Act of 2014, Sections 107\(d\)\(10\), 107\(g\)\(1\), 121\(d\)\(1- 2\), 123, 134\(c\)\(2\)\(C\)](#)
- [20 CFR 678.600-635, 679.370\(l\), 679.410, 679.430, 680.160, 680.300, and 681.400](#)
- [Training and Employment Guidance Letter \(TEGL\) 04-15](#)
- [Training and Employment Guidance Letter \(TEGL\) 16-16](#)

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**WEBSITE**

<http://workforcesw.org/providers#OperationsPolicies>

**INQUIRIES:**

Please contact Amy Gimlin [agimlin@workforcesw.org](mailto:agimlin@workforcesw.org) (360) 567-1059 for questions.