

**ONESTOP OPERATOR AGREEMENT**  
**BETWEEN**  
**THE ULSTER COUNTY WORKFORCE INVESTMENT BOARD**  
**AND**  
**ULSTER WORKS ONESTOP CONSORTIUM**

**INTRODUCTION**

The County Executive of Ulster County has appointed the Ulster County Workforce Investment Board (UCWIB) in accordance with criteria established by the State of New York and the Workforce Investment Act of 1998 (WIA).

Pursuant to an agreement with Ulster County, the UCWIB is responsible for selecting the OneStop Operator for the Ulster County Workforce Investment Area (UCWIA). In accordance with Section 662.410(b)(2), UCWIB has designated the Ulster Works OneStop Consortium (the "Consortium") to serve as the OneStop Operator (the "Operator").

The parties to this Agreement are the UCWIB and the members of the Consortium (together, the "Parties").

**MEMBERS OF THE CONSORTIUM**

The entities making up the Consortium (the "Members"), having been selected by the UCWIB to operate the Ulster Works OneStop Center, are as follows:

- **New York State Department of Labor - Division of Employment and Workforce Solutions (NYSDOL)**
- **Ulster County Department of Employment and Training (DET)**
- **Ulster County Department of Social Services (DSS)**
- **Ulster County Board of Cooperative Educational Services (Ulster BOCES)**
- **SUNY Ulster (The State University of New York Ulster County Community College)**

The Members shall enter into an Agreement establishing the Consortium and setting forth the duties and responsibilities of the Members and of the Consortium as a whole.

The Deputy Director of DET shall act as the liaison between the Consortium and the UCWIB.

## **DURATION / MODIFICATION / PROCESS FOR RECERTIFICATION OF THIS AGREEMENT**

This Agreement shall commence on July 1, 2013 and continue through June 30, 2016. This Agreement shall be reviewed, during the final six months of the three-year Term, by the UCWIB and the Members of the Consortium.

Modification/amendment of this Agreement shall be accomplished via discussion and written agreement of all Parties. Renewal of this Agreement shall be accomplished by July 1<sup>st</sup> of 2016 and shall be executed by all Parties.

## **MISSION / VISION OF LOCAL SYSTEM**

The mission of the UCWIB is to understand and respond to the needs of employers while maximizing the potential of job seekers to improve the economic health of Ulster County.

The UCWIB's vision encompasses a local and regional workforce system that increases business services, employment, retention, and earnings, thereby improving the overall quality of the workforce, reducing welfare dependency, and enhancing the productivity of the economy. This system will provide the local area with a network of quality resources and services universally accessible to all job seekers and business customers. To this end, job seekers will have access to available jobs, training opportunities, and career planning assistance. Businesses using the system will have access, through a single point of contact, to qualified job seekers, workforce training and skill upgrading, and economic development resources and initiatives.

## **ROLES / RESPONSIBILITIES OF EACH PARTY**

### **Consortium Responsibilities**

Members agree to meet quarterly to review the following:

- Implementation of the system as described in the LWIA Annual Plan
- Marketing of the system and center in cooperation with UCWIB
- Staff development, cross-training, and other capacity-building services for all OneStop partners
- Review, analyze, and/or modify the customer flow process to ensure that it is customer-friendly, that services are readily accessible, etc.
- Achievement and accountability for system performance outcomes
- Policy and operations of the OneStop Center

### **UCWIB Responsibilities**

- Provision of policy guidance, direction, and strategic planning.
- Monitoring and oversight of the OneStop System, of the Ulster Works OneStop Center, and of all WIA activities within its purview, with the aim of

accomplishing continuous quality improvement and attaining program goals/standards.

- Review and analysis of the needs of the local business community in order to develop responses to those needs.
- Certification and recertification of the Ulster Works OneStop System and Center.
- Review of Requests for Proposal and approval of Youth, On-the-Job Training and other WIA-contracted services.
- Review and oversight of customized training processes and procedures.
- Review and approval of MOUs.

### **OVERSIGHT AND REVIEW SCHEDULE**

Beyond the responsibilities described above, the UCWIB shall provide oversight of the Operator. Such oversight will include, but not be limited to monitoring visits by the UCWIB Executive Committee using a standard review instrument. These monitoring visits will be performed on a regular basis, and the Executive Committee will report the results to the UCWIB.

### **PERFORMANCE STANDARDS / OUTCOMES**

It is agreed that the Operator shall make every effort to meet or exceed all performance standards/outcomes as delineated by WIA, the State of New York, and the UCWIB.

### **REPORTING REQUIREMENTS**

It is agreed that the Operator shall submit all reports required by WIA, the State of New York, and the UCWIB in a timely manner.

### **TECHNICAL ASSISTANCE**

Any Party to this Agreement may request technical assistance as it sees fit to help assure all aspects of this Agreement are successfully fulfilled. Sources of technical assistance may include, but are not limited to, the County of Ulster, the State of New York, the New York Association of Employment and Training Professionals, the Partners and/or the Parties to this Agreement.

### **BREACH OF AGREEMENT**

In the case of breach, the UCWIB may require corrective measures to be put in place and/or may impose additional requirements upon the Operator as a pre-condition to continuing this Agreement. The UCWIB shall provide Operator with written notice of

any such breach and shall allow Operator a minimum of twenty-one (21) days to cure.

The UCWIB may terminate this Agreement at any time if it is determined that there has been a material breach by the Operator, of any of the terms or conditions contained herein, or if the UCWIB determines that the Operator's performance has been unsatisfactory.

## **DISPUTE RESOLUTION**

The Parties hereto shall first attempt to resolve all disputes, if any, informally at the lowest level, starting with the staff. If the dispute is not resolved, a meeting will be held with the appropriate site supervisor(s) and staff. If this does not lead to resolution, any Party may call a meeting of the Parties to formally discuss and resolve all disputes. Should the Parties fail to resolve the dispute, the matter shall be referred to the Chair of the UCWIB, who shall call a special meeting of the Board's Executive Committee. The Executive Committee shall mediate the dispute and shall have final authority to resolve the issue.

**\*\*\*\*\*Signature Page Follows\*\*\*\*\***

**ONESTOP OPERATOR AGREEMENT**  
**BETWEEN**  
**THE ULSTER COUNTY WORKFORCE INVESTMENT BOARD**  
**AND**  
**ULSTER WORKS ONESTOP CONSORTIUM**

We, the undersigned, representing the Parties to this Agreement, do certify upon the signing of this document, understanding of, agreement with, and willingness to assume the responsibilities set forth above.

**Ulster County Workforce Investment Board:**

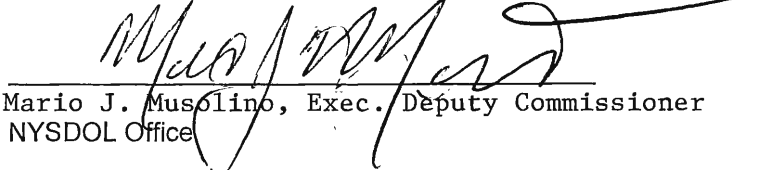
  
\_\_\_\_\_  
Frank Falatyn, Chair

10/18/2013  
Date

  
\_\_\_\_\_  
Nancy E. K. Schaefer, WIB Director

09-26-2013  
Date

**OneStop Consortium Parties:**

  
\_\_\_\_\_  
Mario J. Musolino, Exec. Deputy Commissioner  
NYSDOL Office

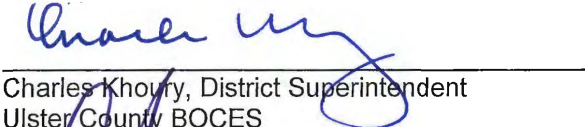
3-7-14  
Date

  
\_\_\_\_\_  
Cynthia Baran, DET Deputy Director  
Ulster County Department of Employment & Training

9/26/13  
Date

  
\_\_\_\_\_  
Michael Iapoce, Commissioner  
Ulster County Department of Social Services

9-26-13  
Date

  
\_\_\_\_\_  
Charles Khoury, District Superintendent  
Ulster County BOCES

10-1-13  
Date

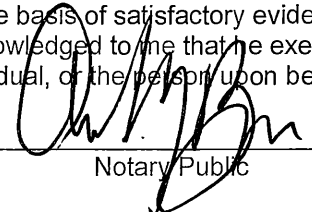
  
\_\_\_\_\_  
Christopher Marx, Associate Dean  
SUNY Ulster

9/26/13  
Date

**Each Acknowledgement on the following two pages must be completed by a Notary Public.**

State of New York )  
 )ss.:  
County of Ulster )

On the 8<sup>th</sup> day of October, in the year 2013, before me, the undersigned, personally appeared Frank Falatyn, Chairman of the Ulster County Workforce Investment Board, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

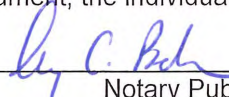
  
\_\_\_\_\_  
Notary Public

Please affix notary stamp

**ALYSSA M. BERGENSON**  
NOTARY PUBLIC, STATE OF NEW YORK  
REG. NO. 01BE6007870  
QUALIFIED IN ULSTER COUNTY  
MY COMMISSION EXPIRES MAY 26, 2014

State of New York )  
 )ss.:  
County of Ulster )

On the 26<sup>th</sup> day of September, in the year 2013, before me, the undersigned, personally appeared Nancy E.K. Schaef, Director of the Ulster County Workforce Investment Board, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

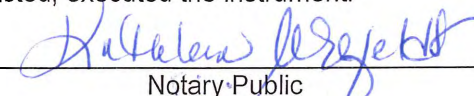
  
\_\_\_\_\_  
Notary Public

Please affix notary stamp

**AMY C. BORDEN**  
NOTARY PUBLIC, STATE OF NEW YORK  
Qualified in Ulster County, Reg No. 01BO6220020  
My Commission Expires April 5, 20 14

State of New York )  
 )ss.:  
County of Ulster Albany)

On the 7<sup>th</sup> day of March, in the year 2014, before me, the undersigned, personally appeared Mario J. Musolino, the Executive Deputy Commissioner of Labor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

Please affix notary stamp

**KATHLEEN A. ELFELDT**  
Notary Public, State of New York  
No. 4806000  
Qualif in All ny County  
Com " " 1/31/2015

State of New York )  
 )ss.:  
County of Ulster )

On the 26<sup>th</sup> day of September, in the year 2013, before me, the undersigned, personally appeared Cynthia Baran, Deputy Director of the Ulster County Department of Employment and Training, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

Please affix notary stamp

**AMY C. BORDEN**  
NOTARY PUBLIC, STATE OF NEW YORK  
Qualified in Ulster County, Reg No. 01BO6220020  
My Commission Expires April 5, 20 14

State of New York )  
 )ss.:  
County of Ulster )

On the 26<sup>th</sup> day of September, in the year 2013, before me, the undersigned, personally appeared Michael Iapoco, Commissioner of the Ulster County Department of Social Services, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]  
Notary Public

Please affix notary stamp

AMY C. BORDEN  
NOTARY PUBLIC, STATE OF NEW YORK  
Qualified in Ulster County, Reg No. 01B06220026  
My Commission Expires April 5, 20 14

State of New York )  
 )ss.:  
County of Ulster )

On the 1<sup>st</sup> day of Oct., in the year 2013, before me, the undersigned, personally appeared **Charles Khoury**, the District Superintendent of Ulster County Board of Cooperative Educational Services, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]  
Notary Public

Please affix notary stamp

AMANDA L. PERRY  
Notary Public - State of New York  
Reg # 01PE6123375  
Ulster County  
My Commission Expires 03/07/20 17

State of New York )  
 )ss.:  
County of Ulster )

On the 26<sup>th</sup> day of September, in the year 2013, before me, the undersigned, personally appeared Christopher Marx, the Associate Dean for SUNY Ulster, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]  
Notary Public

Please affix notary stamp

AMY C. BORDEN  
NOTARY PUBLIC, STATE OF NEW YORK  
Qualified in Ulster County, Reg No. 01B06220026  
My Commission Expires April 5, 20 14

