

WORKFORCE SOLUTIONS TEXOMA POLICIES & PROCEDURES

CHAPTER 14 THIRD PARTY VENDORS

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11.1 INTRODUCTION

The purpose of this policy is to establish guidelines for the collocation of third-party vendors in Texoma Workforce Centers. The Workforce Investment Act designates entities that provide employment, training, and related services as required one-stop partners and directs that their services be coordinated through the one-stop centers. WIA also provides for the inclusion of optional third-party vendor partners in the one-stop service delivery system.

Workforce Solutions Texoma allows third-party vendors access to Texoma Workforce Centers to collocate or advertise information. Neither the Board nor the Texas Workforce Commission (TWC) is responsible for the availability of such vendors, nor does the Board or TWC endorse or support any vendor statements, other than expressly stated therein. Neither the Board nor TWC is liable or responsible for any actions, statements, content, advertising, products, or other materials relating to or available from such third-party vendor.

WST will display the above disclaimer in Texoma Workforce Centers and will require its inclusion in any vendor advertisement or publication referencing WST, Workforce Texoma, or Texoma Workforce Centers.

WST is the final decision-making authority related to Board policies on third-party vendors. Therefore, appeals may not be made to the Texas Workforce Commission.

11.2 ELIGIBLE ENTITIES

Entities which may be eligible to collocate as third-party vendors in Texoma Workforce Centers include organizations that administer state or federally funded programs, public sector entities such as economic development agencies, or nonprofit and community-based organizations providing workforce related services or products. For-profit organizations will not be allowed to collocate in Texoma Workforce Centers; however, they may be allowed to utilize space at a Texoma Workforce Center in accordance with WST Policies & Procedures Chapter 11 – Fee for Service.

Any entity wishing to collocate as a third-party vendor must submit a request in writing to the Executive Director of the WST addressing the following elements:

- Legal Name and Type of organization (e.g. for-profit, non-profit, community based, faith based, etc.)
- Primary and alternate contact information including name, address, phone number, fax number and e-mail address
- Website address (if applicable)
- Primary source(s) of funding (e.g. federal, state, local, fee for service, etc.)

- Detailed description of products or services to be offered, including how they are workforce related
- Number of staff to be collocated and days/hours of operation
- Assurance that WST's policies regarding reasonable accommodation and nondiscrimination, harassment, and retaliation will be adhered to by all collocated staff
- Any potential conflict of interest, and assurance of compliance with TWC rule §801.13, regarding Board member conflicts of interest and Chapter 801, Subchapter C of TWC rules, regarding the integrity of the Texas workforce system (See WST P&P Chapter 5.4.5)
- Any other considerations the potential vendor would like to include (not to exceed one type-written page)

Upon receipt, the request to collocate will be reviewed for completeness by the Executive Director or designee, and additional information may be requested. After the request has been deemed complete, it will be submitted to the Board for consideration at its next regularly scheduled meeting. The potential vendor may be present at this meeting to answer any questions, if called upon by the Board chair to do so. The potential vendor will be notified in writing of the Board's decision.

11.3 RESPONSIBILITIES

11.3.1 WRITTEN AGREEMENT

Prior to collocation, WST will negotiate and enter into a legally binding memorandum of understanding (MOU) with each approved third-party vendor. The MOU will clarify expectations and responsibilities of both parties regarding the following, at a minimum:

- Operational procedures
- Methodology for assigning costs
- Hold-harmless liability provisions
- Mechanism for resolving conflicts

In addition, the information and assurances included in the vendor's request for collocation will be incorporated into the MOU by reference and be legally binding.

11.3.2 OPERATIONAL PROCEDURES

Third-party vendors will be assigned cubicle/office space at the Texoma Workforce Center based on need and availability. WST may also offer use of conference rooms, interview rooms, and the resource room. Such use must be coordinated with the designated scheduler at each workforce center and will be limited to prevent disruption of WST and contractor operations. WST and contractor will be given first priority for reserving rooms.

Third-party vendors may be allowed to advertise the services and products offered at Texoma Workforce Centers. MOUs will include required disclaimers (see Section 11.1). Use of the Board's name or logo for any purpose is prohibited without prior written consent. Third-party vendors may be provided with a designated space to display brochures, literature and other materials. The vendor will be required to provide their own materials, and to keep the display neat and orderly.

Third-party vendor access will be limited to the Texoma Workforce Center's regular operating hours. Staff will be required to wear identification badges identifying them as employees of the third-party vendor. The vendor must notify the Workforce Center manager as early as possible, but not later than seven (7) days in advance, of any anticipated events which may result in higher than average customer traffic at the Workforce Center. The vendor will be required to make every effort to schedule appointments in a manner that does not leave customers waiting for any extended period of time and must provide the Workforce Center receptionist with a list of scheduled appointments and sign-in sheets.

Third-party vendors are required to provide assurances that confidentiality of WST's customer information will be maintained.

Third-party vendors are typically required to provide their own supplies, equipment, postage, internet, e-mail, and phone access. Exceptions will be outlined in the MOU, along with costs and fees associated with these added services.

11.3.3 ASSIGNMENT OF COSTS

WST will conform with the cost principles set forth in Section 6 of the Master Board Contract and will require all third-party vendors to pay for their allocable portion of the costs associated with their collocation. These costs may include rent for designated office space and shared common areas, costs required to accommodate additional staff and customers resulting from the collocation of the third party vendor, costs associated with amending the existing Board cost allocation plan, and other costs as agreed upon during negotiation of the MOU. Assigned costs may be shared costs (i.e. rent, utilities) calculated based on square footage of designated space or direct costs (i.e. long distance) calculated by actual usage. Costs may be reimbursed through cash payments or offset with documented in-kind contributions, as agreed upon during negotiation of the MOU.

Third-party vendors will be responsible for the cost to repair or replace any property damaged purposefully by or as a result of the negligence of its staff or its customers.

11.3.4 CONFLICT RESOLUTION

It is the policy of the WST that all complaints be treated in a fair, equitable manner and that a nondiscrimination and equal opportunity policy be followed. Third-party vendor MOU must include contact information for the vendors designated Discrimination/EO Officer. Complaints against the vendor involving discrimination or equal opportunity will be forwarded to the designated contact. All other complaints by or against the vendor, either verbal or written, should be directed first to the Workforce Center manager who will make every attempt to resolve the issue at the local level. If the Workforce Center manager is unable to satisfactorily resolve the issue, the complaint will be forwarded to the Board Complaint Monitor. If either of these parties is unable to resolve the complaint, the complaint will then be referred to the Executive Director for a final determination, which can not be appealed.

11.4 REMOVAL

Third-party vendors delivering services through Texoma Workforce Centers will be reviewed periodically to determine if they are in compliance with policy and MOU requirements. Repeat findings of non-compliance, frequent or unresolved complaints against the vendor, or failure to pay monthly invoices may be grounds for removal of the vendor from the Workforce Center and termination of the MOU.

In rare instances, the Texoma Workforce Centers may be asked to assist in responding to a natural disaster. If such a request results in space limitations at a Texoma Workforce Center, third-party vendors may be temporarily removed until their designated office space is no longer needed for the disaster response efforts.

WST may also elect not to renew an MOU or to terminate an MOU early if the Texoma Workforce Center requires use of the space to office Workforce Center staff.

Either party of the MOU shall be allowed to terminate the MOU without cause with 30 days written notice.