

100-2016-00224
4/27/16

MEMORANDUM OF UNDERSTANDING

BETWEEN BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS AND BURLINGTON COUNTY WORKFORCE DEVELOPMENT SYSTEM PARTNERS

The purpose of this agreement is to define the respective roles, responsibilities, financial and institutional commitment between the Burlington County Workforce Development Board and the one-stop partners as mutually agreed by the parties for the operation of an integrated, job-driven workforce service delivery system pursuant to the provisions of the Workforce Innovation & Opportunity Act (WIOA), 29 U.S.C.A. § 3121 et seq.

- A. WIOA Section 121(c) requires that each local Workforce Development Board, with the agreement of the Area's Chief Elected Official (CEO), develop and enter into a Memorandum of Understanding (MOU) with all of the entities that serve as partners in the Burlington County Workforce Development Delivery System that operates in the Burlington County WDB's local area.
- B. WIOA Section 121(b)(1)(A)(iii) mandates that all entities that are required partners in a local area to enter into a MOU with the Burlington County WDB in the respective area pursuant to WIOA Section 121(c)
- C. WIOA Section 121(b) (1) identifies the federal programs and requires that the services and activities under each of those programs must be made available through each local area's Workforce Development Delivery System. The entities that receive the federal funds for each of these programs and/or have the responsibility to administer the respective programs in the area are required partners under WIOA Section 121 (b)(1).
- D. WIOA Section 121(b)(2) prescribes how entities that provide programs other than those required under WIOA Section 121(b)(1)(B) may participate in a local area's Workforce Development Delivery System as "additional partners" and provide the services available under their programs through the Burlington County Workforce Development Delivery System.
- E. Per WIOA Section 121(b)(2)(A) both required and additional partners are included as parties to the MOU. Therefore, all entities that participate in the Burlington County Workforce Development Delivery System as Partners whether required or additional must be parties to the MOU and must abide by the terms described herein and by all

applicable federal, state, and local rules, plans and policies as applicable and authorized under the Partner's program and in keeping with the federal guidelines.

- F. WIOA Section 121(b)(1)(A)(iv) indicates that the requirements of each partner's authorizing legislation continue to apply under the Burlington County Workforce Development Delivery System and that participation in the Burlington County Workforce Development Delivery System is in addition to other requirements applicable to each partners' program under each authorizing law.
- G. The Department of Labor (DOL) is the federal agency responsible for the administration of the workforce development programs – including WIOA.
- H. The DOL recognizes the NJ Department of Labor and Workforce Development (NJLWD) as the agency responsible for the administration and oversight of workforce development and employment-related programs in the state of New Jersey – including WIOA.

Definitions

- A. **Administrative Entity:** Entity(ies) designated by the CEO to coordinate and administer WIOA activities and services within a local area on the WDB'S behalf and in accordance with all applicable federal, state, and local laws, regulations, rules, policies, plans, and the terms of this MOU.
- B. **Burlington County Career Center Operator:** the entity designated in accordance with WIOA Section 121(d) to operate a Burlington County American Job Center site and/or to perform service delivery activities in accordance with all applicable federal, state, and local laws, regulations, rules, policies, plans, and the terms of this MOU.
- C. **Chief Elected Official:** Identified in WIOA Section 3 (9) as the chief elected officer of a unit of general local government in a local area or the individual(s) designated under a local agreement pursuant to WIOA Section 107(c) (1)(B).
- D. **Career Services:** The services which shall be available, at a minimum, to individuals who are adults or dislocated workers through the Burlington County Workforce Development delivery system. The career services that must be provided are listed in WIOA Section 134(c) (2).

- E. **Cost Allocation:** Per Federal Register 66 the Department of Labor has defined cost allocation as the measurement of actual costs in relation to the benefit received in order to determine each partner's fair share of operating costs.
- F. **Fair Share:** The portion of the operating costs allocated to each partner in proportion to the benefits the partner receives from participation in the Burlington County Workforce Development System.
- G. **Fiscal Agent:** An entity appointed by a local area's CEO in accordance with WIOA Section 107(d)(12)(B)(i)(II) &(III) to be responsible for the administration and disbursement of WIOA and other funds allocated for workforce development activities in the local area. WIA Section 107(d)(12)(B)(i)(II) provides that designation of a fiscal agent does not relieve the CEO from his/her liability for any misuse of grant funds.
- H. **In-Kind Contribution:** Federal Register 66, the Department of Labor defines these types of contributions as donations from third parties that are not to be confused with contributions to the Burlington County Workforce Development System partner programs of such things as space, equipment, staff, or other goods and services for which the partner program incurs a cost. In-Kind contributions may include funding from philanthropic organizations or other private entities or through other alternative financing options, to provide a stable and equitable funding stream for on-going Burlington County Workforce Development system operations. WIOA Section 121(c)(2)(A)(i).
- I. **Local Area:** A local Workforce investment area designated by the Governor, under section 106, subject to sections 106(c)(3)(A), 107(c)(4)(B)(i), and 189(l).
- J. **Local Workforce Development Board:** The Board created by the Chief Elected Official pursuant to WIOA Section 107 with responsibility for the development of the local plan and for oversight of the workforce development activities in the local area.
- K. **Memorandum of Understanding Agreement Period:** The MOU must not be for a period to exceed three years. Additionally, per WIOA 121(c)(2)(v), the duration of the MOU and the procedures for amending the MOU during the duration of the MOU, and assurances that such memorandum shall be reviewed not less than once every 3-year period to ensure appropriate funding and delivery of services.

- L. **Required Partner:** An entity that carries out one or more of the programs or activities identified under WIOA Section 121(b)(1) and is required under that Section to participate in the Burlington County Workforce Development Delivery System and to make the career services under its program or activity available through the Burlington County Workforce Development System.

- M. **Resource Sharing:** Per Federal Register 66 the Department of Labor defines Resource Sharing as the cash and/or resources each partner will contribute to fund its fair share of costs for operation of the Burlington County American Job Center. This can include “in-kind” contributions from third parties to partner programs. The Burlington County Workforce Development Board, the Chief Elected Official and the Burlington County American Job Center partners may fund the costs of infrastructure of the Burlington County American Job Center through agreed upon methods of Resource Sharing.

- N. **Training Services:** Services to adults and dislocated workers as described in WIOA Section 134(c)(3)(D) these may include occupational skills training, including training for non-traditional employment on-the-job-training, incumbent worker training, programs that combine workplace training with related instructions, which may include cooperative education programs, private-sector training programs, skill upgrading and retraining, apprenticeships, entrepreneurial training, transitional jobs, job-readiness training, adult education and literacy activities in combination with a training program, or customized training.

- O. **WIOA:** The Workforce Innovation and Opportunity Act (WIOA) amends the Workforce Investment Act (WIA) of 1998 to strengthen the United States workforce development system through innovation in, and alignment and improvement of, employment, training and education programs in the United States and to promote individual and national economic growth and for other purposes.

- P. **WIOA Local Plan:** Per WIOA Section 108, the local plan is a comprehensive 4-year plan developed by each local Workforce Development Board, in partnership with the chief elected official and submitted to the Governor. The plan shall support the strategy described in the State plan. At the end of the first 2-year period of the 4-year local plan, each local board shall review the local plan, and the local board, in partnership with the chief elected official, shall prepare and submit modifications to the local plan to reflect changes in labor market and economic conditions or other factors affecting the implementation of the local plan. Plans identify the respective local area’s current and projected workforce investment needs, the Burlington County Workforce Development

System, performance standards, and strategies to address the workforce investment needs in consideration of performance standards per WIOA Section 116.

- Q. **Workforce Delivery System:** The Burlington County Workforce Delivery System is essentially a collaborative effort among public service agencies, non-profit organizations and private entities that administer workforce investment, educational, and other human resource programs to make the variety of services available under those programs more accessible to eligible job seekers and employers.

AGREEMENT PERIOD

This Memorandum of Understanding (MOU) will be in effect from June 1, 2016 through May 31, 2019 and is between the Burlington County Workforce Development Board (BCWDB) and the individual required Workforce Development System Partners.

1) BURLINGTON COUNTY WDB RESPONSIBILITIES

The Burlington County WDB shall be responsible for overall policymaking, planning, oversight and program systems evaluation for the Workforce Development System service delivery area in Burlington County.

2) MANAGEMENT

- A. In accordance with Section 121 (a) (1) (2) (3) of the Workforce Innovation Opportunity Act, and in consultation with the Chief Elected Official (CEO) Burlington County WDB shall (1) develop and enter into a memorandum of understanding as described in Section 121 (c) with the One-Stop System Partners; (2) designate or certify the Burlington County one-stop operator under Subsection (d); and (3) conduct oversight with respect to the One-Stop delivery system in Burlington County.
- B. The Burlington County Career Center Operator shall be responsible for coordinating workforce system activities resulting in effective community partnerships, which expand and enhance the workforce system.

3) MANAGEMENT TEAM PARTNER RESPONSIBILITIES

- A. All Partners will participate in the continuous development of the Burlington County Workforce Development System policies, procedures, and operational agreement.

- B. The Partners agree to cooperate in a team approach to serving and achieving the performance standards and service goals of the Burlington County Workforce Development System through the established Workforce Development Institute.
- C. The Burlington County WDB, Workforce Development System Partners and the Career Center Operator agree to acknowledge each other's organizational practices, management structure and regulatory requirements in the provision of the services under this agreement.
- D. The Partners shall be responsible for marketing programs of the Burlington County Workforce Development System within the community.
- E. The Partners agree to provide reports and information, and to attend meeting upon request of the Burlington County WDB and/or its standing and ad hoc committees.
- F. The Partners shall meet regularly to review and improve workflow, policies, procedures, referrals and delivery of employment and training services.

4) ROLE AND RESPONSIBILITIES OF WORKFORCE DEVELOPMENT SYSTEM PARTNERS

WIOA Section 121 (b) lists the minimum responsibilities of all required partners under WIOA. For consistency, all partners will assume the responsibilities identified below, unless inconsistent with the federal law and regulations that authorize the Partner program or as otherwise specified in this Article.

- A. Make Career Services provided under the Partner's program available to individuals through the Burlington County Workforce Development System.
- B. Participate in infrastructure cost-sharing activities as described in Section 8 of this MOU and use a portion of funds made available to each partner's program-to the extent not inconsistent with the federal law that authorizes each partner program to:
 - 1. Create and maintain the Burlington County Workforce Delivery System; and,
 - 2. Provide career services per WIOA Section 134(c)(2).
- C. Remain as a party to this MOU through the Agreement Period in order to participate as a Burlington County Workforce Development System and/or the Burlington County American Job Center partner per WIOA Section 121(c).
- D. Participate in the operation of the Burlington County Workforce Development System and/or the Burlington County American Job Center in accordance with the terms of this MOU and with the requirements authorizing laws per WIOA Section 121(b)(1)(B).

In addition to the minimum responsibilities required under WIOA as identified above, Partner responsibilities include:

- A. Provide priority of service to Veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veteran's Act as prescribed in 38 USC 4215.
- B. All partners agree to endorse and abide by the Vision and Mission of the Burlington County Workforce Development Institute as follows:

Vision: Identify and provide the skills, training and education needed for the workforce of today and tomorrow.

Mission: Provide enhanced workforce training and educational services by creating intergovernmental relationships and new resources that are responsive to the needs of the Burlington County businesses; add value and competitiveness to businesses operating in Burlington County; and, provide the workforce of today and tomorrow with employable skills in an ever changing economy.

- C. In order to offer the best possible services, all partners will participate in a regular and on-going process of program review and continuous improvement and customer satisfaction seeking opportunities for further integration and expansion of services. Partners will agree to participate in an ongoing, thorough and comprehensive systems review and process mapping in order to alleviate duplication, unnecessary delay, overlap, and identify gaps in services.
- D. Partners will provide or allow cross-informational training of appropriate staff to ensure staff awareness of each agency's mission, terminology, and eligibility criteria. This will ensure that customers have access to all Workforce programs for which they are eligible.
- E. Partners agree to utilize information sharing referral forms and processes as well as participant tracking systems that shall be used by the One-Stop service delivery system subject to confidentiality constraints. AOSOS will be the participant tracking system for all Partners with access. The referral process will be reciprocal. Partners will retain the right to accept or reject referrals based upon agency eligibility criteria or financial limitations.
- F. Partners will identify a liaison(s) to be contacted when key issues arise and to be the recipient of inter-agency referrals.

- G. Partners will jointly share technology and information, including testing scores, assessments, and progress notes.
- H. Each Partner agency will cooperate to ensure that the service plans, placements and terminations for mutually served customers are coordinated.
- I. Each Partner agency will utilize the performance data indicators on the Eligible Training Provider List (ETPL) when seeking training services for clients.
- J. Appropriate Partners agree to integrate business services through the Burlington County Workforce Development Institute and to attend meetings convened to address the needs of our employers and the business community.
- K. Partners will ensure Workforce Development Institute business practices are followed in the provision of services under this agreement.

5) ROLES AND RESPONSIBILITIES OF THE CAREER SERVICES MANAGER/JOB CENTER OPERATOR

The Job Center Operator is responsible for leading the implementation of the Burlington County WDB's vision for its Career Services branch of the workforce Development Institute. The Job Center Operator is responsible for the following.

MANAGEMENT TEAM PARTNER COORDINATION

- I. The Job Center Operator will serve as the primary communication link between the Partners and the Burlington County WDB and the Burlington County Workforce Development Institute. Convene Partners to discuss pertinent issues.

SUPPORTING BURLINGTON COUNTY WDB EFFORTS AND INITIATIVES

- II. The Job Center Operator works with the Partners to meet performance requirements and to implement the workforce investment vision of the WDB and the Burlington County Workforce Development Institute.

PERFORMANCE MANAGEMENT

- III. The Job Center Operator manages the accurate and timely flow of data systems that track, project and evaluate workforce development services; the WIOA management team analyzes performance and prepares reports; provides the Burlington County WDB with key information on the performance and with corrective action plans when necessary.

JOB CENTER OPERATIONAL PLANNING AND DEVELOPMENT

- IV. The Job Center works with Partners to develop and implement a menu of appropriate, non-duplicative services throughout the Burlington County Workforce Development System.

CONTRACT ADMINISTRATION

- V. The Job Center Operator manages the procurement and purchasing process with the Workforce Development Board and drafts Requests for Proposals, ensures fiscal compliance and provides technical assistance to contractors to ensure their success.

JOB CENTER OPERATIONS MANAGEMENT AND OVERSIGHT

- VI. The Job Center Operator monitors services to ensure that they comply with Burlington County WDB standards and related County, Federal and State regulations. The Job Center Operator also provides guidance to Partners and staff; and coordinates day-to-day operations of comprehensive Burlington County Career Services. The Job Center Operator is responsible for the development of the Annual Master Budget for review by the Burlington County WDB.

EMPLOYER AND COMMUNITY OUTREACH

- VII. The Job Center Operator collaborates with the Burlington County WDB and the Business Outreach team of the Burlington County Workforce Development Institute to identify workforce strategies that address the needs of our local employers and business community.

MANAGEMENT TEAM PARTNER CONFLICT/DISPUTE RESOLUTION PROCESS

The Job Center Operator will act as a facilitator to Partners to resolve program and process coordination issues, using best efforts to resolve these issues on an informal basis. In the event the Partners are unable to reach a consensus, the Job Center Operator will consult with the Department of Labor and Workforce Development for guidance.

STAFF DEVELOPMENT

- IX. The One-Stop Operator will identify and coordinate common staff development activities with input from the Partners.

MOU ENFORCEMENT

- X. The One-Stop Operator will ensure that Partners fulfill their commitments articulated in the MOU, and other guiding documents.

6) PROGRAMS, SERVICES, & ACTIVITIES

WIOA Section 121(b)(1)(B) identifies the programs, services, and related activities that must be provided through the Burlington County Workforce Development System. WIOA Section 121(c)(2) requires this MOU to include a description of the services that will be provide through the Burlington County Workforce Development System and to identify the service delivery methods each partner will use to deliver the services. This MOU will also identify

the career services, training and employer services that each partner will provide to ensure that all parties' responsibilities are clearly identified herein.

Partners will provide a multitude of services in the following areas, a) Career Services, b) Training Services and work activities (Work First NJ), and c). Business Services, as identified in the attached matrix. All Partners agree to provide, to the extent feasible, coordinated career services at their respective sites. Ideally a customer should access orientation, intake, eligibility for services and other activities described in Sec. 134 (d) 2 of the Workforce Innovation Opportunity Act as appropriate.

7) METHOD OF REFERRAL

When a customer reports to the Burlington County American Job Center, triage staff will greet the customer and conduct an initial assessment. The triage staff will determine the appropriate functional team to refer the customer to. Customers will not wait more than 15 minutes to be seen. Times are adjustable and are ultimately determined by the flow of the American Job Center for the day and the nature of the customer's reason for visitation.

Customers will have access to all services by staff assisted referral and will be tracked using the AOSOS database or other appropriate partner database. All mandatory partners are on-site and fully staffed and will collaborate together to ensure the best possible seamless service.

8) RESOURCE SHARING/COST ALLOCATION/SERVICES

- A. WIOA 121(c)(2)(A)(iii) requires that the funding arrangements for services and operating costs of the Workforce Development Delivery System must be described in this MOU.
- B. The methodologies described herein must be allowable under each partner's respective program and under all applicable federal and state rules – including the Office of Management and Budget (OMB) Circulars applicable to each partner's type of organization. The MOU must identify:
 - 1. The shared Burlington County American Job Center costs.
 - 2. The methodologies that will be used to determine each party's proportionate "fair" share of those costs.
 - 3. The methodologies that will be used to allocate each party's fair share of costs across the cost categories.
 - 4. The method(s) each party will use to fund its fair share of costs, which may include cash contributions, contributions of staff time, equipment, and/or other resources, or in-kind contributions from a third-party.
- C. It is expressly understood that this MOU constitutes commitment of specific resources/services that will enhance the offering of services to the customers of the

Burlington County American Job Center. A matrix of services, per Partner, in Career Services and Training Services are to be provided by the respective Partners.

- D. The methodologies that will be used to determine each party's fair share of operating costs and to allocate to each party's fair share are as follows:
1. Identification of Shared Costs;
 2. Shared Cost Budget;
 3. Proportionate Share and Cost Allocation;
 4. Resource Sharing (including cash contributions, contributions of staff time, equipment, and other resources; and,
 5. Resource Sharing Agreements.
- E. Costs allowable under and allocable to more than one partner program may be considered shared costs that are allocated among the eligible partner programs provided that such actions is not prohibited by the partner programs governing statutes. The manner(s) in which the parties agree to address costs chargeable to more than one partner program will be described in the attached Resource Sharing Agreement.

9) SYSTEM STANDARDS

Partners will work collaboratively with the Career Services Manager/Job Center Operator to ensure the following system standards are met.

- A. Performance Measures
- B. Monitoring Process
- C. Customer Satisfaction Measures
- D. Evaluation/Assessment
- E. Remedial/Corrective Action

10) ASSURANCES AND CERTIFICATIONS

- A. In addition each Partner will be in compliance with the following:
- Federal and State Laws prohibiting discrimination
 - 29 CFR Part 37 governing equal opportunity in the work place
 - The Americans with Disabilities Act
- B. This agreement shall be interpreted in accordance with the laws of New Jersey and/or Federal Law, as applicable.

11) INDEMNIFICATION/INSURANCE

Partner Indemnification of County. Partner hereby agrees to defend, indemnify and hold harmless the County and its officers, employees, servants and agents from all claims, suits or actions of every kind or character made upon or brought against the County and its officers, employees, servants and agents for or on account of any injuries or damages which

shall arise, in whole or in part, out of, in the course of or as a consequence of any willful or negligent act or omission or tortuous act or omission of the Partner, its employees, agents or subcontractors, in the performance of the Partner's duties.

The Partner must secure and maintain the following insurance coverage during the term of this agreement:

1. Commercial General Liability, including Products Completed Operations, coverage for Personal Injury and Property Damage Liability of not less than one million dollars (\$1,000,000) combined single limit for each occurrence/ two million dollars (\$2,000,000) aggregate; and
2. Comprehensive automobile bodily injury and property damage liability coverage of not less than twenty million dollars (\$1,000,000) combined single limit; and
3. All statutory workers compensation and employer liability coverage required to be held by law.

12) TERMS OF AGREEMENT

- A. Termination: Either party may terminate this agreement without cause a minimum of sixty (60) days advance written notice. The Parties agree that they will at their own and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this MOU. If a court or agency of competent jurisdiction finds that any legal requirements have not been met, or that this MOU to portion thereof are otherwise void or invalid, either party may exercise its right of immediate rescission and cancellation of this MOU, by sending formal written notice to the other party, without penalty.
- B. Assignment: This agreement may only be assigned upon the mutual written agreement of the parties herein.
- C. Severability: If any part of this MOU is found to be null and void, or is otherwise stricken, the remainder of this MOU shall remain in full force and effect.
- D. Partner Separation: WIOA Section 121(c) mandates that execution of this MOU between the Burlington County WDB and partners. However, any single partner may terminate its participation as a party to this MOU upon thirty (30) days written notice to the Burlington County WDB. In such an event the WDB will provide written notice to all remaining partners and will amend this MOU. The termination of one or more partner's participation as a party will not result in a termination of this MOU unless the number or contribution of the terminating partner(s) is so substantial that it necessitates the negotiation of a new MOU.
- E. Effect of Termination: Per WIOA Section 121, any partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the Burlington

County American Job Center system and will not be permitted to serve on the Burlington County WDB as a Burlington County American Job Center partner representative.

- F. Partner Disqualification: An entity identifies as a required partner at the time of execution of the MOU that subsequently loses federal funding or the authority to administer the federal program in the Area and therefore no longer qualifies as a required partner under WIOA Section 121(b)(1) must send written notice of the change in status to the Burlington County WDB as soon as possible. In such an event, a formal amendment to this MOU will be required. The entity may continue as an additional partner if mutually agreed by the Burlington County WDB, the Chief Elected Official and the remaining partners.

13) CONFLICT/DISPUTE RESOLUTION

It is expected that the partnership will function by consensus. In instances where consensus cannot be reached, the parties shall first attempt to resolve disputes informally. When necessary the Career Services Division Manager/Job Center Operator and other parties as appropriate will mediate to resolve the dispute. If the matter cannot be resolved then it shall be referred to the Burlington County WDB Director and at the Director's discretion it may be taken to an ad-hoc committee of the Burlington County WDB for resolution.

14) AMENDMENT

- A. This MOU may be amended upon mutual agreement of the parties that is not inconsistent with federal, state, or local laws, regulations, rules, plans, or policies or for one or more of the following reasons:
 - 1. The addition or removal of a partner from this MOU.
 - 2. Removal or addition of program responsibilities for any partner that administers more than one federal program.
 - 3. An extension of the effective ending date.
 - 4. A change in the Burlington County American Job Center Operator or Fiscal Agent or a change in the physical location of the Burlington County American Job Center.
 - 5. A change in the services, service delivery methods currently utilized, referral methods, methods to determine fair share, or methods to allocate costs.
- B. All parties agree that amendments for the reason listed in paragraphs 1 and 2 of Section A need only be signed by authorized representatives of the Burlington County WDB, the Chief Elected Official, and the affected partner(s). Amendments for the reason listed in all other Paragraphs or for any changes that will affect the

responsibilities of all parties, require the signature of all parties. All amendments will involve the following process:

1. The party seeking an amendment will submit a written request to the Burlington County WDB that includes:
 - a) The requesting party's name.
 - b) The reason(s) for the amendment request.
 - c) Each section of this MOU that will require revision.
 - d) The desired date for the amendment to be effective.
 - e) The signature of the requesting party's authorized representative.
 2. If the request is approved, the Burlington County WDB will notify the remaining parties of the intent to amend and will provide each remaining party thirty (30) days from the date of the notice (unless another timeframe is specified in the notice) to review the anticipated changes and to submit a response to the Burlington County WDB. Failure by a party to respond within the prescribed timeframe will be deemed that party's approval of the proposed changes.
 3. In the event that a remaining party has questions and/or concerns regarding the proposed amendment, the party must list its questions and/or concerns in writing and submit the list to the Burlington County WDB within the specified timeframe.
 4. The Burlington County WDB will review the listed questions/concern and will issue a response within fifteen (15) days of receipt of the list. If the Burlington County WDB deems it necessary, the listed questions/concerns will be sent to all other parties and/or a meeting with all parties will be scheduled to discuss the proposed changes and to achieve consensus on a final amendment draft.
 5. The final, approved amendment draft will be signed by authorized representatives of the affected partners, and then submitted to the Burlington County WDB for the final signature.
 6. The Burlington County WDB will distribute copies of the fully executed amendment to all parties upon execution.
- C. This writing constitutes the entire agreement among the parties with respect to each party's role and responsibility in the Burlington County Workforce Development Delivery System. All parties agree that any amendments to any applicable laws or regulations cited herein will result in the correlative modification of this MOU with necessitating a formal, written amendment.
- D. All parties agree to communicate details of the amendment to their respective staff members whose responsibilities may be impacted by changes and further agree to ensure that their respective staff members are referencing or utilizing the most current version of the MOU and attachments in the performance of responsibilities under this MOU.

- E. Amendments that will require the signature of all parties must be executed no later than ninety (90) days prior to the end of the MOU period and amendments that require only the signatures of the Burlington County WDB, the Chief Elected Official, and the affected parties must be executed no later than 45 days from the end of the current State Fiscal Year.

15) CONFIDENTIALITY & RECORD RETENTION

- A. All parties expressly agree to abide by all applicable federal, state, and local laws regarding confidential information and to adhere to the same standards of confidentiality.
- B. Each party will ensure that the collection of and use of any information, systems, or records that contain personally identifiable information will be limited to purposes that support the programs and activities described in this MOU.
- C. Each party will ensure that access to software systems and files under its control that contain personally identifiable information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities provided as part of the Burlington County American Job Center service delivery system and who must access the information to perform those responsibilities. Each party expressly agrees to take measures to ensure that no personally identifiable information is accessible by unauthorized individuals.
- D. Each party will maintain a current list of staff members who are authorized to access personally identifiable information and will identify the types of data sources that the authorized staff members will access. Partners will submit a copy of the list to the individual responsible for maintaining confidential records on behalf of the local area.

16) GENERAL PROVISIONS/ASSURANCES

The needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities will be addressed and met through providing access to Burlington County Workforce Development System services via technology and materials will be made available in various mediums.

- A. Each Partner will abide by its organization's assurances and certifications.
- B. In addition to the requirements at 29 CFR 95.42, and/or 20 CFR 97.36 (b)(3), as applicable, which address codes of conduct and conflict of interest issues related to employees, the conflict of interest provisions for each organization will be adhered to.

- C. Partners are respectively responsible for compliance with any and all County, Federal, State and Local Laws, statutes, rules or regulations, including but not limited to, wages, benefits, worker's compensation, disability, general liability, unemployment insurance, and social security.

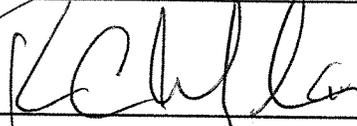
- D. Nondiscrimination and Equal Opportunity: Each party agrees to comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
 - 1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.
 - 2. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
 - 3. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
 - 4. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
 - 5. The Americans with Disabilities Act which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities to provide reasonable accommodation to persons with disabilities.
 - 6. Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity.

- E. Each party agrees to comply fully with the Veteran's Opportunity Act of 1998, as amended, to provide priority of service to veterans and covered spouses for any qualified job training program.

Authority and Signatures

The individuals signing below have the authority to commit the party they represent to the terms of this agreement, and do so commit by signing herein.

FOR THE WORKFORCE DEVELOPMENT SYSTEM:



Tony Mahon, Burlington County WDB Chair

5/27/14

Date

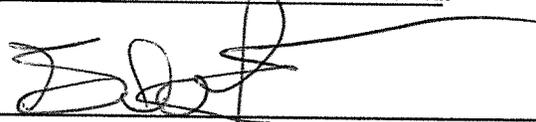
Kelly West

Kelly West, Burlington County WDB, Executive Director

6/1/14

Date

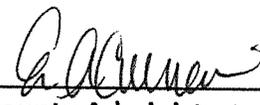
FOR THE CHIEF ELECTED OFFICIAL:



Bruce Garganio, Burlington County Freeholder Director

7/14/15

Date

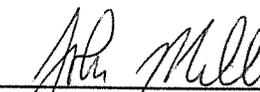


Eve A. Cullinan, County Administrator

7/14/15

Date

BURLINGTON COUNTY AMERICAN JOB CENTER PARTNERS



6/1/16

Date

Burlington County Career Services Division Manager/Job Center Operator
Burlington County Adult Basic Education Consortium Manager
Workforce Innovations and Opportunities Act (WIOA Title I)
Military Education and Veteran's Services Manager

Catherine Starghill

6/14/16
Date

NJDLWD Representative

Wagner-Peyser (WIOA Title III)

WIOA Title IV (DVR)

Employment Service/RRA/Food Stamp Employment & Training, Trade Adjustment Act/NAFTA

Veterans Employment & Training (Signed MOU Incorporated Herein)

Geraldine G. Russell
Burlington County Board of Social Services

5-18-16
Date

Paul Draper
Rowan College at Burlington County

6/1/16
Date

Patrick Alford
Burlington County Institute of Technology

6/1/16
Date

Burlington County American Job Center Partners Service Delivery Narrative for Matrix

The purpose of the matrix is to illustrate the provision of required career services, training and business services in the Burlington County American Job Center.

Partners party to this MOU have agreed to assist in providing services in accordance with their respective regulations and agree to share, coordinate and consolidate wherever possible those services necessary to a seamless delivery system.

The left side of the matrix lists the elements of the required services and the headings across the top of the matrix are required programs to be represented in the Burlington County American Job Center.

- All WIOA Adult, Youth, Dislocated Worker and Workforce Development Program (WDP) services are provided by the local delivery agency of the Burlington County Division of Employment and Training.

- Temporary Assistance to Needy Families (TANF) and General Assistance (GA)/Supplemental Nutrition Assistance Program (SNAP) services are provided jointly by the local County Welfare Agency (CWA)/the Burlington County Board of Social Services, and the Burlington County American Job Center.

- The NJ Division of Vocational Rehabilitation Services (DVRS) Burlington County local office provides all DVRS services.

- NJ Department of Labor & Workforce Development Burlington local office provides Wagner-Peyser/Employment Services, Jersey Job Club, and Reemployment Eligibility Assessment (REA) services. NJ LWD Veterans and Older Worker service staffs are present in the NJ LWD office.

All other required/mandatory Partners share reciprocal referral procedures to ensure seamless access to career and training services.

	WIOA Adult/DW/ Youth	Wagner Peyster/ES	SCSEP	Vocational Rehabilitation
Career Services				
Eligibility Assistance and Determination	◆	◆	◆	◆
Outreach intake and Orientation	◆	◆	◆	◆
Initial Assessment of skill levels and supportive service needs	◆	◆	◆	◆
Provision of Labor Exchange Services				
Provision of referrals to and coordination of activities with other programs and services				
Provision of workforce and labor market employment statistics information				
Provision of Performance Information & program cost information of eligible training providers	◆	◆	◆	◆
Provision of information, in formats that are usable and understandable regarding how the local area is performing on the local performance accountability measures		◆		◆
Provision of usable and understandable information regarding the availability of supportive services or assistance	◆	◆	◆	◆
Provision of information and assistance regarding filing Unemployment Claims	◆	◆	◆	
Assistance in establishing eligibility for programs of financial aid assistant for training and education programs that are not funded under this Act	◆	◆	◆	◆
Services to obtain or retain employment	◆	◆	◆	
Comprehensive and Specialized Assessments	◆		◆	◆
Development of Individual Employment Plan	◆	◆	◆	
Group Counseling	◆	◆	◆	◆
Individual Counseling	◆	◆	◆	◆
Career Planning	◆	◆	◆	◆

	WIOA Adult/DW/ Youth	Wagner Peyster/ES	SCSEP	Vocational Rehabilitation
Short Term Pre-Vocational Services	◆	◆	◆	
Internships and work experience				
Workforce Preparation Activities				
Financial Literacy Services				
Out of Area Job Search Assistance				
English Language Acquisition				
Training Services				
Occupational Skills Training	◆		◆	◆
On-the-Job Training		◆		◆
Incumbent Worker Training		◆		
Workplace Training w/Related Instruction		◆		
Skill Upgrading and Retraining	◆		◆	◆
Entrepreneurial Training				
Adult Education/Literacy Activities	◆	◆	◆	
Customized Training	◆	◆	◆	◆

	WFNJ TANF/GA/ SNAP	Veterans	BC Adult Basic Skills Consortium		
Career Services					
Eligibility Assistance and Determination	◆	◆			
Outreach intake and Orientation	◆	◆			
Initial Assessment of skill levels and supportive service needs	◆	◆			
Provision of Labor Exchange Services		◆			
Provision of referrals to and coordination of activities with other programs and services	◆	◆			
Provision of workforce and labor market employment statistics information		◆	◆		
Provision of Performance Information & program cost information of eligible training providers					
Provision of information, in formats that are usable and understandable regarding how the local area is performing on the local performance accountability measures					
Provision of usable and understandable information regarding the availability of supportive services or assistance	◆	◆	◆		
Provision of information and assistance regarding filing Unemployment Claims					
Assistance in establishing eligibility for programs of financial aid assistant for training and education programs that are not funded under this Act			◆		
Services to obtain or retain employment	◆	◆	◆		
Comprehensive and Specialized Assessments	◆		◆		
Development of Individual Employment Plan	◆	◆	◆		
Group Counseling	◆				
Individual Counseling	◆	◆	◆		
Career Planning	◆	◆	◆		

	WFNJ TANF/GA/ SNAP	Veterans	BC Adult Basic Skills Consortium		
Short Term Pre-Vocational Services	◆		◆		
Internships and work experience					
Workforce Preparation Activities	◆	◆			
Financial Literacy Services					
Out of Area Job Search Assistance					
English Language Acquisition					
Training Services					
Occupational Skills Training					
On-the-Job Training					
Incumbent Worker Training					
Workplace Training w/Related Instruction					
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