

MEMORANDUM OF UNDERSTANDING

Bergen County Job Center Partners: 2024-2027 (Updated 2025)

Bergen County
Workforce
Development
Board

Table of Contents

Memorandum of Understanding	1
Section 1: Bergen County Job Center Partnership.....	1
Purpose	1
Effective Period	2
Bergen County Job Center Delivery System Purpose	2
Bergen County Job Center	2
Common Identifier	2
Bergen County Job Center Operator	2
Fiscal Agent	3
WIOA Career and Support Services	3
Partner Representation.....	4
Responsibilities of the Chief Elected Official (CEO).....	8
Responsibilities of the Workforce Development Board	9
Bergen County Job Center Certification	11
Responsibilities of the One Stop Operator	11
Roles and Responsibilities Of Partners	12
Partnership Commitments	13
Co-Enrollment and Integrated Case Management.....	14
Data Sharing	14
Referrals	16
Commitment to Integration with the Office of Transitional Workforce Services	16
Programmatic Accessibility	17
Priority of Service	18
Outreach	19
State Administered Required and Additional Partners	19
Steps to Reach Consensus (MOU)	19
Cost Allocation Methodology	20
Section 2: General Provisions - Assurances Legal Authority.....	20
Assurances	20
Firewalls	21

Technology	22
Data Confidentiality	22
Accessibility	23
Modification Process (MOU)	24
Dispute Resolution (MOU)	25
Monitoring	26
Non-Discrimination and Equal Opportunity	26
Indemnification.....	27
Severability	27
Drug and Alcohol-Free Workplace.....	27
Certification Regarding Lobbying	27
Debarment and Suspension	28
Buy American Provision	28
Salary Compensation and Bonus Limitation	28
Non-Assignment	28
Governing Law	28
Termination.....	28
Annex: Definitions	29
Basic Career Services as listed under WIOA 20 CFR 678.430(a).....	30
Individualized Career Services as listed in WIOA as described in 20 CFR 678.430(b).....	32
Follow-Up Services as WOIA 20 CFR 678.430(c)	33
Training Services under WIOA described in 20 CFR 680.200	33
Youth Services, which include the 14 youth program elements under WIOA	33
Business Services as described in WIOA	34
Literacy Services, including Adult Title II Partnership.....	35
Programs for Seniors	36
Section 3: Bergen County Job Center Operating Budget and Infrastructure Funding Agreement	36
Bergen County Job Center Operating Budget-Description and Purpose	36
Effective Period (Bergen County Job Center Operating Budget)	37
Cost Reconciliation and Allocation Base Update	37

Infrastructure Funding Agreement (IFA) Description	38
Steps to Reach Consensus (IFA)	39
Required Bergen County Job Center Partners	39
Additional Bergen County Job Center Partners	41
Additional Costs	41
Shared Operating Costs and Shared Services	41
Funding Types	42
Allocation	42
Cost Objective	42
Infrastructure Funding Agreement Component	43
Modification Process (IFA)	43
Dispute and Impasse Resolution (IFA)	43
Notice of Failure to Reach Consensus	44
IFA Execution	45
Attachments	45

Memorandum of Understanding

Section 1: Bergen County Job Center Partnership

Purpose

This Memorandum of Understanding (MOU) is binding agreement between the Bergen County Workforce Development Board (WDB), the Bergen County Job Center Partners (also known as the Bergen County One Stop Career Center; American Job Center) including the state and federally-mandated Department of Labor (DOL) Partners (Partners), as defined in this agreement and the Chief Elected Official (CEO) who, in Bergen County, is the Bergen County Executive. They are collectively referred to as the “Parties” to this MOU.

This MOU is developed to confirm that all parties understand the Bergen County Job Center's purpose, partner roles, and responsibilities. It further defines the authoring bodies that oversee and monitor successful client outcomes within the system of services as outlined in the local and regional workforce plans. It includes all parties regarding the operation and management of the Bergen County Job Center (One Stop Career Center; American Job Center) in the Bergen County workforce area, as defined by the Governor of the State of NJ, and how the Bergen WDB provides coordination and oversight of workforce programming and operations for the WDB Area.

The WDB develops, as mandated by federal legislation outlined in the Workforce Innovation and Opportunity Act (WIOA), local and regional workforce strategic plans, communicates the priorities in those plans, and then monitors and supports the implementation of the plans, focusing on the priorities outlined. WIOA defines a local area's governance responsibility in 14 specific ways, all of which are outlined in the agreement. All recommendations from the WDB to Job Center partners should be authentically and mindfully considered for the betterment of the client experience, integration of programs and services, and the investment of taxpayer dollars.

The parties to this Memorandum of Understanding (MOU) agree to support and maintain an effective, local, and integrated service delivery system. In addition, all parties to this MOU recognize that shared infrastructure costs apply to all on-site Partners, as mandated. Partners further agree to the authority and responsibility of the local WDB in maintaining a high-quality system of services for all stakeholders, including the CEO and clients, as per WIOA.

The WDB ensures that workforce programs, systems, and activities align with the local vision and that all partners are held accountable for their part in a coordinated service delivery system. The establishment of an Infrastructure Funding Agreement (IFA) will

outline the funding mechanism for the services and operating costs of the Bergen County Job Center. The applicable Parties to this MOU agree that joint funding, where required, is an essential foundation for an integrated service delivery system.

Effective Period

This MOU is effective as of , which corresponds to the date of signing by the final signatory below, and must terminate on December 31st, 2027, unless any of the reasons in the termination section apply.

Bergen County Job Center Delivery System Purpose

The Bergen County Job Center (BCJC) system of services combines workforce development, education, supportive services, and other human resource services to deliver a seamless, customer-focused service network to clients. Our client is defined as a job seeker or an organization/business. Bergen County Job Center Partners also separately administers funded programs as a set of integrated, streamlined services to customers. [20 CFR 678.300(a); 34 CFR 361.300(a); and 34 CFR 463.300(a)].

Bergen County Job Center

The Bergen County Job Center is located at 60 State Street in Hackensack, NJ. It is the only Job Center in the County. Hours of Operation are from 8:30 a.m. to 4:30 p.m. The main number is 201-329-9600, and the website is bergenjobcenter.com. WIOA Title I Career Services (Adult/Dislocated Worker) and WFNJ staff are available at this location five (5) days per week. WIOA Title I Youth Services are available five (5) days a week at 235 Main Street, 3rd Floor, Hackensack, 07601, and two (2) times a week by appointment at this location. State staff (Employment Services, Business Services, Unemployment Insurance, DVRS) work on a hybrid work schedule where they are at 60 State Street three (3) days a week and work at home two (2) days a week.

Common Identifier

The Common identifier for our local workforce system is as follows: The Bergen County Job Center, a proud partner of the American Job Center Network.

Bergen County Job Center Operator

Bergen County Operator: Equus Workforce Solutions

Contact Person: Patrica Silva

Mailing Address: 60 State Street, Rm. 200, Hackensack, NJ 07601

Phone Number: 201-329-9600 x5531

NJDOL policy [NJWIN WD-PY24-9](#) requires Local Workforce Development Boards (LWDBs) to competitively procure (1) One Stop Operators, (2) One Stop Career Service Providers,

and (3) One Stop Youth Service Providers. This policy also details procurement requirements and defines the general roles and services that fall within each provider category.

Based on Training and Employment Guidance Letter (TEGL 15-16), and provisions in NJ state law, LWDBs must utilize competitive procurement and contracting process to evaluate performance annually and ensure re-competition of providers every four years. Initial contracts may cover a period of up to two years, with two additional one-year renewals permitted.

LWDBs must not only competitively procure the One Stop Operator but also execute a contract that offers a clear scope of service aligned with the Request for Proposal (RFP) and submitted proposal that includes clear service and performance metrics (summarized in the Roles and Responsibilities of Partners section, under Bergen County Job Center Operator).

All documentation for the competitive Bergen County Job Center Operator procurement and selection process is now available and can be viewed at <https://bergenbids.com/>.

Fiscal Agent

Fiscal Agent: County of Bergen Division of Treasury

Contact Person: Melissa Howard, County Treasurer

Mailing Address: One Bergen County Plaza, 5th Floor, Hackensack, NJ 07601-7076

Phone Number: 201-336-7335

The fiscal agent is responsible for all federal, state, or local workforce funds that are allocated to the Local Workforce Development Area (LWDA), ensuring sustained fiscal integrity and accountability for expenditures in accordance with federal and state regulations, and maintaining proper accounting records and financial reports. While assisting the Chief Elected Official (CEO) in administering these funds, the fiscal agent must also respond to audit financial findings, provide technical assistance to subrecipients, and, at the direction of the Local Workforce Development Board (LWDB), may procure contracts, conduct financial monitoring of service providers, and ensure independent audits.

WIOA Career and Support Services

The Bergen County Job Center provides services to job seekers and employers, providing the following comprehensive services, which include:

- Reemployment orientation sessions for job seekers to identify programs and services they may qualify for and those services available to all

- Job preparation workshops
- Individual job search assistance with a counselor
- Access to a resource room at the Job Center with computers, internet access, phones, copiers & fax machines
- Academic, basic skills, soft skills, and literacy skills assessment and training services
- Career counseling if qualified. This includes certifications for training, training development planning, follow-up, and job placement services.
- Access to on-site employer recruitments and notifications of employment opportunities, like job fairs
- Access to a dedicated veterans or re-entry services unit if qualified
- Academic preparation and remediation if qualified
- Access to occupational training if qualified
- Access to our specialized youth services (youth ages 16-24) if qualified
- Access to services for individuals who have a documented disability
- Referral to services for the Displaced Homemakers

See attachment 7 – Overview of WIOA (One Stop) Services

Partner Representation

Service Category Key: B-Basic, I-Individual, T-Training, Y-Youth, BS-Business Services

Partner Program: WIOA Title I Adult & Dislocated Worker

Service Category: B-I-T **On Site:** Yes

Signatory: Michael Dunne, Regional Director

Agency Contact: Nasrene Mondol, Project Director

Bergen County Job Center, 60 State Street, Room 200, Hackensack, NJ 07601

T: (201) 329-9600 x5501 **E:** nasrene.mondol@equusworks.com

Partner Program: WIOA Title I Youth

Service Category: B-I-T-Y **On-Site:** Hybrid (2x/week)

Signatory & Agency Contact: Figen Tabakci, Vice President of Education & Resource Center, 505 Main Street, Suite 300, Hackensack, NJ 07601

T: (201) 968-0200 **E:** figen.tabakci@greaterbergen.org

Partner Program: WIOA Title I Job Corps

Service Category: B-I-T-Y **On-Site:** N

Signatory: Ashton Stripling, Director

Agency Contact: Fatih Caba, Executive Assistant to Center Director

Edison Job Corps Center, 500 Plainfield Ave, Edison, NJ 08817

T: (732) 393-3524 **E:** caba.satih@jobcorps.org

Partner Program: WIOA Title I Youth Build

Service Category: B-I-T-Y **On-Site:** N

Signatory: Craig Mainor, Executive Director

Agency Contact: Tasmeya Hall, Director of Youth Build

United Community Corporation

Clubhouse Community Center, 205 Spruce St., Newark, NJ 07108

T: (551) 335-2030 **E:** tasmeya.hall@uccnewark.org

Partner Program: WIOA Title I Migrant and Seasonal Farmworker Programs

Service Category: B-I-T **On-Site:** N

Signatory & Agency Contact: Minnett Santiago, Sr. Director, New Jersey Operations

PathStone Corporation, 76 W. Landis Ave., Ste. B-C, Vineland, NJ 08360

T: (856) 696-1000 x124 **E:** msantiago@pathstone.org

Partner Program: WIOA Title II Adult Education and Literacy Services

Service Category: B-I-T **On-Site:** N

Signatory: Victor Lynch, Principal

Agency Contact: Dr. Carol Cochi, Program Manager

Bergen County Technical Schools Adult & Continuing Education

190 Hackensack Ave., Hackensack, NJ 07601

T: (201) 343-6000 x4638 **E:** carcoc@bergen.org

Partner Program: WIOA Title III Wagner-Pyser Employment Services

Service Category: B-I-T **On-Site:** Y

Signatory: Dr. Yolanda Allen, Assistant Commissioner

Agency Contact: Viviana Mastrobuoni, Employment Services Manager

Bergen One-Stop Career Center, 60 State Street, Room 202, Hackensack, NJ 07601

T: (201) 605-7339 **E:** Viviana.Mastrobuoni@dol.nj.gov

Partner Program: WIOA Title IV Vocational Rehabilitation Services (General)

Service Category: B-I-T-Y **On-Site:** Y

Signatory: Dr. Yolanda Allen, Assistant Commissioner

Agency Contact: Jorge Delgado, Supervisor

Bergen One-Stop Career Center

60 State Street, Room 203, Hackensack, NJ 07601

T: (201) 996-8880 **E:** Jorge.Delgado@dol.nj.gov

Partner Program: WIOA Title IV Vocational Rehabilitation Services (Blind)

Service Category: I-T **On-Site:** N

Signatory: Dr. Bernice Davis, Executive Director - Department of Human Services/NJ Commission for the Blind and Visually Impaired (CBVI)

Agency Contact: Danielle Licari Scorzelli, Vocational Rehabilitation Counselor 2 , 153 Halsey Street, 5th Floor, Newark NJ 07101

T: (862)373-5617 **E:** Danielle.licari@dhs.nj.gov

Partner Program: Jobs for Veterans State Grants (JVSG) Programs

Service Category: B-I-T **On-Site:** Y

Signatory: Dr. Yolanda Allen, Assistant Commissioner

Agency Contact: Camilo Vanegas, Disabled Veterans Outreach Program (DVOP)

Bergen One-Stop Career Center

60 State Street, Hackensack, NJ 07601

T: 201-605-7150 x7412 **E:** Camilo.Vanegas@dol.nj.gov

Partner Program: Unemployment Insurance

Service Category: B **On-Site:** Y

Signatory: Dr. Yolanda Allen, Assistant Commissioner

Agency Contact: Sandra Silva

Bergen One-Stop Career Center

60 State Street, Hackensack, NJ 07601

T: (201) 795-8721 **E:** Sandra.Silva@dol.nj.gov

Partner Program: Temporary Assistance for Needy Families (TANF)/WorkFirst (WFNJ)

Service Category: B-I-T **On-Site:** Y

Signatory: Michael Dunne, Regional Director

Agency Contact: Nasrene Mondol, Project Director

60 State Street, Room 200, Hackensack, NJ 07601

T: (201) 329-9600 x5501 **E:** nasrene.mondol@equusworks.com

Partner Program: Career & Technical Education (CTE) Postsecondary Programs

Service Category: B-I-T **On-Site:** N

Signatory & Agency Contact: Cinzia D'Iorio, VP of Continuing Education and Workforce Development, Bergen Community College, 400 Paramus Rd., Paramus, NJ 07652

T: (201) 301-1299 **E:** cdiorio@bergen.edu

Partner Program: Community Services Block Grant (CSBG) Employment & Training

Service Category: B-I-T **On-Site:** N

Signatory & Agency Contact: Figen Tabakci, Vice President of Education & Immigrant Resource Center, 392 Main Street, Hackensack, NJ 07601

T: (201) 968-0200 **E:** figen.tabakci@greaterbergen.org

Partner Program: Second Chance Act Programs

Service Category: B-I-T **On-Site:** Y

Signatory: Dr. Yolanda Allen, Assistant Commissioner

Agency Contact: Joseph Homer (Employment Services)

Bergen One-Stop Career Center

60 State Street, Room 202, Hackensack, NJ 07601

T: 201-605-7150 x7328 **E:** Joseph.Homer@dol.nj.gov

Partner Program: State Business Outreach Team

Service Category: BS **On-Site:** N

Signatory: Howard Miller, Assistant Director, Business Engagement & Sector Strategies

Agency Contact: Karen Cinkus, Business Services Supervisor

T: 609-658-9457 **E:** karen.cinkus@dol.nj.gov

Partner Program: Pathways to Recovery

Service Category: B-I-T **On-Site:** N

Signatory: Dr. Yolanda Allen, Assistant Commissioner

Agency Contact: Sherie Jenkins, Director, Workforce Office of Transitional Workforce Services

T: 609-874-8957 **E:** Sherie.Jenkins@dol.nj.gov

Partner Program: Job Opportunities for Building Success (JOBS)

Service Category: B-I-T **On-Site:** N

Signatory: Dr. Yolanda Allen, Assistant Commissioner

Agency Contact: Sherie Jenkins, Director, Workforce Office of Transitional Workforce Services

T: 609-874-8957 **E:** Sherie.Jenkins@dol.nj.gov

Partner Program: New Jersey Youth Corps

Service Category: B-I-T-Y **On-Site:** N

Signatory: Dr. Yolanda Allen, Assistant Commissioner

Agency Contact: Patricia Jordan, Youth Corps State Director, New Jersey Department of Labor and Workforce, 540 John Fitch Way, John Fitch Plaza, Trenton, NJ 08625

T: 609-984-3534 **E:** Patricia.Jordan@dol.nj.gov

Responsibilities of the Chief Elected Official (CEO)

The Chief Elected Official (CEO) holds a foundational role in local workforce governance, bearing ultimate financial liability for all workforce funds within a Local Workforce Development Area (LWDA) as the local grant recipient. While empowered to designate a fiscal agent for administrative support, the CEO's accountability for the proper use of these funds remains undiminished. Alongside the Local Workforce Development Board (LWDB), the CEO also shares crucial governance responsibilities, including the following:

1. Be financially liable for allocated workforce funds.
2. Serve as the local grant recipient for all workforce funds.
3. Appoint Local Workforce Development Board (LWDB) members per WIOA and state criteria.
4. Approve the LWDB budget developed for its duties, consistent with the local plan.
5. Ensure the LWDB selects a private-sector business representative as chair.
6. Ensure the LWDB procures One Stop Operator and agrees on the selection of operators and providers.
7. Ensure the LWDB coordinates with economic development and establishes employer linkages.
8. Ensure the LWDB carries out regional and local planning responsibilities as required by WIOA, NJDOL, and SETC.
9. Ensure the LWDB conducts business transparently, publicly sharing information like plans, membership, procurement, awards, and meeting minutes.

10. Share governance responsibility with the LWDB for functions including local planning, program oversight, performance measures, selection of operators/providers, and budget approval.
11. Enter into a written partnership agreement with the LWDB detailing shared governance, membership, policy setting, and communication. If designating a fiscal agent, enter into an agreement outlining parties, purpose, term, and fiscal agent roles/responsibilities.

Responsibilities of the Workforce Development Board

The Local Workforce Development Board (LWDB) serves as the strategic leader and convener for the workforce development system within its Local Workforce Development Area (LWDA). Its primary purpose is to provide strategic and operational oversight, ensuring the development of a comprehensive and high-quality workforce system that aligns with state goals and continuously improves service quality and customer satisfaction. Working collaboratively with Chief Elected Officials (CEOs) and various stakeholders, the LWDB is instrumental in developing plans, setting policy, overseeing programs, and engaging with employers to meet the evolving needs of the local economy and its workforce.

WIOA highlights 14 areas around which CEO(s) and LWDBS share governance responsibilities. These include:

1. **Local and Regional Planning:** Developing and submitting a four-year local plan for the LWDA in partnership with the CEO, and collaboratively supporting the development of regional plans. Each LWDA submits local plans as part of the regional plan.
2. **Labor Market Information:** Conducting workforce research and regional labor market analysis to understand economic conditions, needed skills, workforce details, and workforce development activities. These analyses assess how current services address the education and skill needs of job seekers and employers, and assist the Governor in developing the statewide workforce and labor market information system.
3. **Convening, Brokering, Leveraging:** Convening local workforce development system stakeholders to aid in local plan development, and identifying and leveraging non-Federal expertise and resources to support workforce development activities.
4. **Employer Engagement:** Leading efforts to engage diverse employers to promote business representation on the LWDB, develop effective linkages with employers, ensure workforce activities meet employer needs and support economic growth,

and implement proven strategies like industry and sector partnerships to provide a skilled workforce.

5. **Career Pathways Development:** Leading efforts, with education representatives, to develop and implement career pathways within the LWDA by aligning employment, training, education, and supportive services for adults and youth, especially those with barriers to employment.
6. **Proven and Promising Practices:** Identifying and promoting proven and promising strategies and initiatives to meet the needs of employers, workers, and job seekers, and ensuring physical and programmatic accessibility of the One Stop delivery system.
7. **Technology:** Developing strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system, including facilitating connections among information systems, improving access to services (virtually and in remote areas), and leveraging resources for individuals with barriers to employment.
8. **Program Oversight:** Conducting program oversight in partnership with the CEO to ensure the appropriate implementation of youth, adult, and dislocated worker activities, the entire One Stop delivery system, and the effective use and management of funds to maximize performance outcomes.
9. **Local Performance Accountability Measures:** Negotiating and reaching an agreement on local performance accountability measures with the CEO and the Governor.
10. **Infrastructure Costs:** Negotiating with the CEO and required partners on the methods for funding the infrastructure costs of One Stop centers in the LWDA.
11. **Selection of One Stop Operators and Career Service Providers:** With the agreement of the CEO, selecting (and terminating, if appropriate) One Stop Operators, youth workforce investment activity providers, training service providers, and career service providers, ensuring competitive processes, consumer choice, and opportunities for individuals with disabilities.
12. **Coordination with Education Providers:** Coordinating activities with education and training providers in the LWDA, including reviewing adult education and literacy applications for consistency with local plans, making recommendations for alignment, and implementing cooperative agreements to enhance services for individuals, particularly those with disabilities.
13. **Budget and Administration:** Developing the LWDB's budget for its activities, including allocating Title I funds for youth, adult, and dislocated worker career services, and obtaining approval from the CEO.

- 14. Accessibility for Individuals with Disabilities:** Annually assessing the physical and programmatic accessibility of all One Stop centers in the LWDA for individuals with disabilities, in accordance with WIOA and the Americans with Disabilities Act.

Bergen County Job Center Certification

The certification of One-Stop Career Centers is managed by local Workforce Development Boards (WDBs) under the guidance and oversight of the New Jersey State Employment and Training Commission (SETC) and in accordance with state and federal regulations, notably the Workforce Innovation and Opportunity Act (WIOA) and in accordance with 20 CFR 678.800.

Responsibilities of the One Stop Operator

The competitively procured Bergen County Job Center Operator shall oversee the coordination and delivery of the services of the Bergen County Job Center in accordance with the provisions and requirements set forth in the County of Bergen’s “Request for Proposal for One-Stop Operator – Workforce Development Service.”

The One Stop Operator is an entity procured by the LWDB to manage and oversee the operational aspects of the One Stop Career Centers, coordinating service delivery across various partner programs. This separation of strategic governance functions from operational management is critical for accountability and effective use of funds.

Responsibilities include:

1. **Manage One Stop operations** across all required WIOA partner programs, not just Title I programs.
2. **Coordinate service delivery** among the various One Stop partners to ensure integration of services for job seekers and employers.
3. **Implement Memorandums of Understanding (MOUs)** with required and optional One Stop partners.
4. **Oversee day-to-day operations** of the American Job Center(s) in the local area.
5. **Facilitate a seamless customer experience** by ensuring referrals, co-enrollment, and service alignment among partner programs.
6. **Promote system accessibility** for all customers, including individuals with disabilities and barriers to employment.
7. **Support LWDB strategies** by aligning local One Stop operations with the workforce board’s strategic plan and local area priorities.

8. Ensure compliance with WIOA and state policy requirements related to service coordination, reporting, and performance.

9. Maintain separation of duties: The OSO cannot have reporting relationships to or over Local Workforce Development Board (LWDB) members or staff (firewall requirement).

Pursuant to 20 C.F.R. 678.620(b), the One Stop Operator may not perform the following functions: convene system stakeholders to assist in the development of the local plan; prepare and submit local plans (as required under section 107 of WIOA); be responsible for oversight of itself; manage or significantly participate in the competitive selection process for one-stop operators; select or terminate One-Stop Operators, career services, and youth providers; negotiate local performance accountability measures; or develop and submit budget for activities of the local WDB in the local area.

The Bergen County Job Center Operator, in an effort to build stronger communities and considering the mutual benefits of collaboration with its partners and the WDB, which is responsible for connecting businesses with a well-educated workforce, is tasked with coordinating Job Center partners as well as providing services to job seekers and employers.

The Job Center offers the following comprehensive services, including:

- Job Preparation Workshops
- Individual Job Search Assistance
- Access to Resource Room (public use of computers, copiers & fax machines)
- Academic and Skills Assessments
- Career Counseling (if qualified)
- Access to on-site employer recruitments and employment opportunities
- Access to a dedicated veterans services unit (if qualified)
- Workforce Learning Link services (where available), which provide academic preparation and remediation
- Access to occupational training (if qualified)
- Access to specialized youth services (ages 16-24, if qualified)
- Access to other special population services
- Access to additional partner resources within the community to best meet customers where they are and provide them with comprehensive services.

See attachment 7 – Overview of WIOA (One Stop) Services

Roles and Responsibilities Of Partners

As a partner in the One Stop Career Center, each partner agrees to:

1. Provide access to its programs or activities through the One Stop delivery system, in addition to any other appropriate locations;
2. Use a portion of funds made available to the partner's program, to the extent consistent with the Federal law authorizing the partner's program and with Federal cost principles to:²
 - a. Provide applicable career services in local One Stop Career Centers
 - b. Work collaboratively with the State and Local Boards to establish and maintain the One Stop delivery system. This includes jointly funding the One Stop infrastructure through partner contributions that are based upon:
 - i. A reasonable cost allocation methodology by which infrastructure costs are charged to each partner in proportion to the relative benefits;
 - ii. Federal cost principles; and
 - iii. Any local administrative cost requirements in the Federal law authorizing the partner's program³
3. Enter into an MOU with the Local Board relating to the operation of the One Stop system
4. Participate in the operation of the One Stop system consistent with the terms of the MOU, requirements of authorizing laws, the Federal cost principles, and all other applicable legal requirements; and
5. Provide representation on the State and Local Workforce Development Boards as required and participate in Board committees as needed⁴

¹ See 20 CFR 361.415

² See CFR parts 200 and 3474 (requires that costs are allowable, reasonable, necessary, and allocable)

³ This is further described in 20 CFR 361.700

⁴ See 20 CFR 361.420

Partnership Commitments

Each partner commits to cross-training staff as appropriate and to providing other professional learning opportunities that promote continuous quality improvement.

Partners will further encourage integration of the system to the maximum extent feasible through:

1. Recognizes the WDB local and regional plan as the master planning tool to deliver and enhance services.
2. Recognizes the WDB's authority on behalf of the CEO to carry out the roles and responsibilities outlined in WIOA.
3. Effective communication, information sharing, and collaboration with the Bergen County Job Center Operator.
4. Agree to participate in joint planning, policy development, and system design processes.

5. Commit to the joint mission, vision, goals, strategies, and performance measures.
6. Participate in developing and using a common intake, assessment, referral, and case management form with an outlined process that enhances the staff's ability to capture and share client info.
7. The use of an agreed-upon, common, and/or linked data management system.
8. Sharing of assessments and employment plans developed by Partners for co-enrolling customers to streamline services and eliminate duplication of services.
9. Leveraging of resources, including other public agencies and non-profit organization services.
10. Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction.
11. Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

Co-Enrollment and Integrated Case Management

Partners are to co-enroll all customers eligible for multiple Bergen County Job Center Partner programs based on the customer's need for those services. Co-enrolled customers must be served through an integrated case management system in one or a combination of the following methods:

1. Partner staff are cross-trained to the extent that any staff person, regardless of the program to which they are attached, can provide case management for co-enrolled customers.
2. Staff from different programs will communicate regularly regarding the status and needs of co-enrolled customers.

When customers are co-enrolled, AOSOS serves as a communication mechanism to share the progress of co-enrolled clients. Case management is done through AOSOS between staff members. Additionally, IAR is a separate email system that shares each WFNJ, GA, SNAP client's case file with the Bergen County Board of Social Services, WFNJ, GA, SNAP staff, and our WFNJ, GA SNAP vendor. Regular WFNJ meetings facilitate dialogue between agencies, not only to enhance processes but also to address individual clients' cases that require multi-agency intervention.

Data Sharing

Partners should share data for customers where and when necessary.

1. Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate,

that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.

2. Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements outlined in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.
3. All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:
 - a. Customer PII will be properly secured in accordance with the WDB's policies and procedures regarding the safeguarding of PII.
 - b. All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
 - c. All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
 - d. Customer data may be shared with other programs, for those programs' purposes, within the Bergen County Job Center Network only after the informed written consent of the individual has been obtained, where required.
 - e. Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
4. All data exchange activity will be conducted, as practicable, in machine-readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).
5. All Bergen County Job Center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs.
6. Partner staff will immediately notify the WDB when a security incident(s) involving data shared under this MOU is suspected or verifiably detected, so the other partners may take steps to determine whether their system has been compromised and to take appropriate security precautions. Staff will provide reasonable support to their counterparts in the analysis and/or investigation of any security incidents. "Security incident" refers to an occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits, or that constitutes a violation or imminent threat of a breach of security policies, security procedures, or acceptable use policies.

Referrals

The primary principle of our referral system is to provide a seamless and integrated delivery of services to workers, job seekers, and employers. To facilitate such a system, Partners agree to:

1. Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the WDB Area Bergen County Job Center Network. Develop materials summarizing their program requirements and making them available for Partners and customers,
2. Develop and utilize common intake, eligibility determination, assessment, and registration forms,
3. Provide substantive referrals – in accordance with the established referral policies to customers who are eligible for supplemental and complementary services and benefits under Partner programs,
4. Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
5. Commit to robust and ongoing communication required for an effective referral process, and
6. Commit to follow up on the results of referrals actively and ensure that Partner resources are being leveraged at an optimal level.

Commitment to Integration with the Office of Transitional Workforce Services

The Bergen County Workforce Development Board (WDB) and its One Stop Partners are further committed to deepening their partnerships and operational ties with those administered under the New Jersey Department of Labor and Workforce Development's Office of Transitional Workforce Services (OTWS). These programs include, but are not limited to, Pathways to Recovery, Job Opportunities for Building Success (JOBS), Supplemental Nutrition Assistance Program (SNAP) Skills, Training, Employment, Program to Success (STEPS), and Digital Equity Training.

This commitment includes:

- **Integrated Service Delivery:** Programs under the OTWS umbrella will be integrated into the Bergen County Job Center system of services to ensure a seamless, customer-focused experience.
- **Co-Enrollment:** Clients who meet eligibility requirements for both WIOA and OTWS programs will be co-enrolled when appropriate, based on assessed needs and program suitability.

- **Data and Resource Sharing:** The WDB and its partners agree to collaborate with OTWS programs to support the sharing of client data, information, and other resources in compliance with federal and state privacy laws, with the goal of improving service delivery and outcomes.
- **Collaborative Planning and Operations:** The Bergen County Job Center Operator and OTWS program staff will engage in joint planning, cross-referral development, and staff cross-training to foster programmatic alignment and maximize resource use.
- **Governance and Oversight:** The WDB recognizes the critical role of OTWS programs in supporting workforce participation among populations with barriers to employment and includes them in governance, performance evaluation, and continuous improvement discussions.

Communication between partners is ongoing. We discuss programs, services, opportunities, and challenges at WDB Committee meetings and regularly with each other on an ongoing basis during the workday.

Programmatic Accessibility

All Partners agree that they will not discriminate in their employment practices or services based on gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or based on any other classification protected under State or Federal law.

"Access" to each partner program and its services also means having access in one of the following ways:

- **Physical Presence:** Having a program staff member physically present at the One Stop center;
- **Cross-Training of Other Staff:** Having a staff member from a different partner program physically present at the One Stop center appropriately trained to provide information to customers about the programs, services, and activities available through the partner program; or
- **Direct Offsite/Virtual Connection:** Making available a direct linkage through technology to program staff who can provide meaningful information or services. A "direct linkage" means providing a direct connection at the One Stop center within a reasonable time, either by phone or through real-time Web-based communication, to a program staff member who can provide program information or services to the customer. A "direct linkage" cannot exclusively be providing a phone number or computer website or providing information, pamphlets, or materials.

All comprehensive One Stop centers must be physically and programmatically accessible to individuals with disabilities. LWDBs are required to ensure, on an annual basis, that all One Stop centers in their area are evaluated for physical and programmatic accessibility to individuals with disabilities.

1. Partners must ensure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law.

Partners further assure that they are currently in compliance with all applicable State and Federal laws and regulations regarding these issues.

2. All Partners will cooperate with compliance monitoring that is conducted at the local level to ensure that all American Job Center programs, services, technology, and materials are physically and programmatically accessible and available to all.

Additionally, staff members will be trained to provide services to all individuals, regardless of their range of abilities, mobility, age, language, learning style, or educational level.

3. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier.
4. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON, TranslateLive) and assistive listening devices, must be available to ensure physical and programmatic accessibility within the Bergen County Job Center Network.

Priority of Service

1. All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 (public assistance recipients, other low-income individuals and basic skills deficient individuals) and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance.
2. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

Outreach

The WDB and its Partners agree to develop and implement an outreach plan that includes, at a minimum:

- Specific steps to be taken by each Partner,
- An outreach and recruitment plan to the region's job seekers, including targeted efforts for populations most at risk or most in need,
- An outreach and recruitment plan for out-of-school youth,
- Sector strategies and career pathways,
- Connections to registered apprenticeship,
- An outreach tool kit for Partners,
- Clear objectives and expected outcomes, and
- Leveraging of any statewide outreach materials relevant to the region.

State Administered Required and Additional Partners

Because local managers representing State Administered Required and Additional Partner programs lack the authority to negotiate an infrastructure amount, the Commissioner for the New Jersey Department of Labor and Workforce Development will be responsible for establishing and implementing a methodology for ensuring required State Administered Required and Additional Partners (WIOA Title 2, Title 3, Title 4, Jobs for Veterans State Grant, and Unemployment Insurance Compensation) are paying their proportionate share of Bergen County Job Center infrastructure and additional costs based on use and relative benefits received, and the Commissioner (or designee) will be signatory to this MOU for those State Administered programs.

Steps to Reach Consensus (MOU)

1. **Notification of Partners.** The WDB Chair (or designee) has notified all Parties in writing that it is necessary to renew and execute the MOU and provide all applicable policies and preceding MOU documents, as applicable.
2. **Initial Meeting.** The WDB Chair (or designee) communicated with all required and optional Bergen County Job Center Partners to formally begin negotiations, and ensured that, at a minimum, all Bergen County Job Center Partners from all counties within the WDB Area were appropriately represented.
3. **Negotiations.** Partners submitted all relevant documents to the WDB Chair (or designee). Drafting of the MOU began shortly after. During a timeframe established by the WDB, additional meetings were held openly and transparently, with pertinent information provided to all Parties.

4. **A Draft MOU was developed.** The WDB Chair (or designee) emails a completed draft of the MOU to all Parties.
5. **Review and Comment upon Conclusion of the Negotiations.** Within a time frame determined by the WDB, upon receipt of the draft MOU, all Parties reviewed and returned feedback to the WDB Chair (or designee). This document will be sent to our respective legal departments for review of the MOU for legal sufficiency once feedback from LWD has been received. The responsibility of the WDB Chair (or designee) will ensure that all Bergen County Job Center Partners to the MOU are aware of the comments and revisions that are needed.

Cost Allocation Methodology

On-site Partners will be allocated costs based on the square footage they occupy and the ratio of occupied square footage. Off-site Partners will be allocated costs based on the proportionate use and relative benefits received at the physical Bergen County Job Center, as determined by comparing the number of shared customers to the total number of customers served.

Section 2: General Provisions - Assurances Legal Authority

The Workforce Innovation and Opportunity Act (WIOA) sec. 121(c)(1) requires the Local Board, with the agreement of the Chief Elected Official (CEO), develop and enter into a Memorandum of Understanding (MOU) between the Local Board and the Bergen County Job Center Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the Bergen County Job Center delivery system in a local area. This requirement is further described in the Workforce Innovation and Opportunity Act, Joint Rule for Unified and Combined State Plans, Performance Accountability, and the Bergen County Job Center System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, as well as in Federal guidance. Additionally, the sharing and allocation of infrastructure costs among Bergen County Job Center Partners are governed by WIOA sec. 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200.

Assurances

All Parties to this agreement shall comply with:

1. Section 188 of the WIOA **Nondiscrimination and Equal Opportunity Regulations** (29 CFR Part 38; Final Rule, published December 2, 2016),
2. Title VI of the **Civil Rights Act** of 1964 (Public Law 88-352),
3. Section 504 of the **Rehabilitation Act** of 1973, as amended,

4. The **Americans with Disabilities Act** of 1990 (Public Law 101-336),
5. **The Jobs for Veterans Act** (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
6. **Training and Employment Guidance Letter** (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
7. **The Family Educational Rights and Privacy Act** (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
8. **Confidentiality requirements** governing the protection and use of personal information held by the VR agencies (34 CFR 361.38),
9. The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603), all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts.
10. The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by Federal and/or State funding, or otherwise be subjected to discrimination.
11. Additionally, all Parties shall:
 - a. Collaborate and assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section of the MOU,
 - b. Agree that the provisions contained herein are made subject to all applicable Federal and State laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and
 - c. Agree that all equipment and furniture purchased by any party for the purposes described herein shall remain the property of the purchaser after the termination.

Firewalls

These firewalls are set in place to protect against conflict of interest or the appearance of a conflict:

All funding recommendations are as follows:

ITA: Job Seekers wishing to take advantage of an Individual Training Account (ITA) grant-provided training must access related services and research training vendors based on training geared toward employment in a high-demand industry, as supported by local and regional Labor Market Information obtained by DOL, LMI, and counseling staff, and or provide valid data that proves required elements.

Contracted Services: All contracted services are procured in accordance with County procurement policies. Special councils or stakeholders may participate in the development and review of the RFP and proposal, as necessary, and without a conflict of interest. WDB and program staff may act as technical assistance providers for any RFP that would conflict with direct development. The RFP is released to the public, adhering to complete public procurement requirements. WDB members review the proposals and score them to determine the vendor to be recommended to the full board for services. WDB members and the CEO are exclusively responsible for the vendor selection based on a detailed process that ensures transparency and fairness. At no time does the WDB Director or staff, or Job Center Director or Job Center staff have decision-making authority regarding program procurement, contracting, or funding of programs or services.

Technology

Access to services provided through the Job Center delivery system, including the use of technology and distance learning.

For individuals who prefer online learning, the Bergen County Job Center offers 90-day online training through Metrix Learning, accessible from any computer with an Internet connection. Courses are available in over 100 regular and high-end certification tracks, including those from Microsoft Office, Adobe, CompTIA, and QuickBooks. Upon successful completion of the coursework, participants receive a voucher for the certification exam. These services are closely monitored and follow protocols to ensure that the job seeker is the unique user of the services. Businesses may also utilize Metrix for the training and development of incumbent workers.

Data Confidentiality

All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, when carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all other Parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain client information and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain client information or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created, and required confidentiality and ethical certifications will be signed by authorized individuals. Regarding confidential unemployment insurance information, any data sharing must comply with all the requirements outlined in 20 CFR Part 603, including, but not limited to, the requirements for an agreement consistent with 20 CFR 603.10, payment of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

Regarding the use and disclosure of personal information contained in VR records, any data sharing agreement must comply with all the requirements set forth in 34 CFR 361.38.

Accessibility

29 CFR 38.13 requires that:

- (a) No qualified individual with a disability may be excluded from participation in, or be denied the benefits of, a recipient's service, program, or activity, or be subjected to discrimination by any recipient because a recipient's facilities are inaccessible or unusable by individuals with disabilities.
- (b) All WIOA Title I-financially assisted programs and activities must be programmatically accessible, which includes providing reasonable accommodations for individuals with disabilities, making reasonable modifications to policies, practices, and procedures, administering programs in the most integrated setting appropriate, communication with

persons with disabilities as effectively as with others, and providing appropriate auxiliary aids or services, including assistive technology devices and services, where necessary to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of, the program or activity.

Accessibility to the services provided by the Bergen County Job Center (American Job Centers) and all Partner agencies is essential to meeting the requirements and goals of the Bergen County Job Center Network. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under State or Federal law.

Bergen County Job Center Centers will maintain a culture of inclusiveness, and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, high-traffic, and accessible location, considering a reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities).

Indoor space will be designed in an "equal and meaningful" manner, providing access for individuals with disabilities.

Modification Process (MOU)

1. **Notification.** When a Partner wishes to modify the MOU, the Partner must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s).
2. **Discussion/Negotiation.** Upon notification, the WDB Chair (or designee) must ensure that discussions and negotiations related to the proposed modification take place with Partners in a timely manner and as appropriate.

Depending on the type of modification, this can be accomplished through email communications among all parties. If the proposed modification is extensive and is met with opposition, the WDB Chair (or designee) may need to call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, a modification will be processed. If the modification involves the substitution of a party that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering into an MOU that includes the WDB, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, the WDB Chair (or designee) presents the agreement as a proposed modification to the MOU, and the remaining steps are followed. If it is determined

that a Partner is unwilling to agree to the MOU modification, the WDB Chair (or designee) must ensure that the process outlined in the Dispute Resolution section is followed.

3. **Signatures.** The WDB Chair (or designee) must immediately circulate the MOU modification and secure Partner signatures within a designated timeframe, such as two weeks from receipt. The modified MOU will be considered fully executed once all signatories have reviewed and signed. The modification may be signed in counterparts, meaning each signatory can sign a separate document, as long as the WDB Chair (or designee) obtains signatures from each party and provides a complete copy of the modification with each party's signature to all the other Parties. During the rollout of an MOU, a WDB should make all Partners aware of the requirements concerning modification and renewal of the MOU (as outlined in TEG 16-16, RSA TAC 17-02, and OCTAE Program Memo 17-4). Renewal of an MOU requires all parties to review and agree to all elements of the MOU, and then re-sign it. Amendment or modification of the MOU only requires the parties to review and agree to the elements of the MOU that have changed.

Non-substantive changes to the MOU, such as minor revisions to the budget or adjustments made during the annual budget reconciliation, do not require renewal of the MOU. Substantial changes, such as changes in Bergen County Job Center Partners, or a change due to the election of a new CEO, will require renewal of the MOU.

Dispute Resolution (MOU)

The following section outlines the dispute resolution process designed for use by the Partners when they are unable to reach a successful agreement necessary to execute the MOU. A disagreement is considered to have reached the level of dispute resolution when, through thorough and productive discussion, a consensus cannot be reached. It is the responsibility of the CEO to coordinate the MOU dispute resolution, ensuring that issues are resolved in an appropriate manner. Any party to the MOU may seek resolution under this process.

1. All Parties are advised to actively participate in Local negotiations in a good faith effort to reach an agreement. Any disputes shall first be attempted to be resolved informally.
2. Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the CEO and all Parties to the MOU regarding the conflict within 10 business days.

3. The CEO shall determine the merit of the dispute and propose a resolution. In the event that the dispute is about contributions to the Infrastructure Funding Agreement, the CEO will indicate that failure to accept the proposed resolution will trigger the State Funding Mechanism.
4. The decision of the CEO shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies.
5. The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure.
6. The CEO must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.
7. The CEO will contact the petitioner and the appropriate Parties to verify that all agree with the proposed resolution.

Monitoring

The WDB, or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

1. Federal awards are used for authorized purposes in compliance with law, regulations, and State policies;
2. Those laws, regulations, and policies are enforced properly;
3. Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness;
4. Outcomes are assessed and analyzed periodically to ensure performance goals are met,
5. Appropriate procedures and internal controls are maintained, and record retention policies are followed; and
6. All MOU terms and conditions are fulfilled.

Non-Discrimination and Equal Opportunity

All Job Center Partners will comply with Sec. 188 of WIOA and other non-discrimination provisions.

1. All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.
2. All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied

- employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.
3. The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

Indemnification

No Partner assumes any responsibility for any other party, State or non-State, for the consequences of any act or omission of any third party. The Parties acknowledge that the WDB and the Bergen County Job Center Operator have no responsibility and/or liability for any actions of the Bergen County Job Center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the WDB or the Bergen County Job Center Operator.

Severability

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

Drug and Alcohol-Free Workplace

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182, which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

Certification Regarding Lobbying

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 CFR Part 93, and 34 CFR Part 82, as well as the requirements in the Uniform Guidance at

2 CFR 200.450. The Parties shall not lobby Federal entities using Federal funds and will disclose lobbying activities as required by law and regulations.

Debarment and Suspension

All Parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689), as well as 2 CFR part 180, as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

Buy American Provision

Each Party that receives funds made available under Title I or II of WIOA or under the Wagner- Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the “Buy American Act.”) and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

Salary Compensation and Bonus Limitation

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109- 234, TEGL 17-15, restricting the use of Federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

Non-Assignment

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

Governing Law

This MOU shall be construed, interpreted, and enforced in accordance with the laws of the State of New Jersey. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.

Termination

This MOU will remain in effect until the end date specified in the Effective Period section, unless:

1. All Parties mutually agree to terminate this MOU prior to the end date.
2. Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds, or if funds are not otherwise made available, for continued performance for any fiscal period of this MOU succeeding the first fiscal period.

3. Any party unable to perform pursuant to the MOU due to a lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
4. WIOA is repealed or superseded by subsequent Federal law.
5. Local area designation is changed under WIOA.
6. A party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the WDB Chair (or designee) specifying such breach in reasonable detail. In such an event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.
7. In the event of termination, the Parties to the MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.
8. Any party may request to terminate its inclusion in this MOU by following the modification process identified in the Modification Process section above.
9. All Parties agree that this MOU shall be reviewed and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services.

Annex: Definitions

WIOA-Required Partners: When present in the Local Workforce Development Area, WIOA requires the following programs to be Bergen County Job Center Partners – WIOA Title I Adult, Dislocated Worker, Youth, Job Corps, YouthBuild, Migrant and Seasonal Farmworker Programs; WIOA Title II Adult Education and Literacy Services; WIOA Title III Wagner-Peyser Employment Services; WIOA Title IV Vocational Rehabilitation Services (General and Blind); Jobs for Veterans State Grant (JVSG) programs; Senior Community Service Employment Program (SCSEP; Note: Discontinued in Bergem); Trade Adjustment Assistance (TAA) activities (Note: Program closed); Unemployment Insurance; Second Chance Act Programs; Carol D. Perkins Career and Technical Education (CTE) postsecondary programs; Housing and Urban Development (HUD) Employment and Training programs; Community Services Block Grant (CSBG) Employment and Training Programs; and Temporary Assistance for Needy Families (TANF)/Work First New Jersey (WFNJ).

NJDOL-Required State Workforce Partners: State Business Outreach Team; Work First New Jersey (WFNJ) Supplemental Nutritional Assistance Program (SNAP) and General Assistance (GA); Pathways to Recovery; Job Opportunities for Building Success (JOBS); New Jersey Youth Corps

WIOA-Recommended Partners: Ticket-to-Work; Small Business Administration (SBA) programs; Client Assistance Program (CAP); Public Libraries; National Dislocated Worker Grants (WIOA Title I); Human Service Transportation Coordination; Mental Health Agencies

NJDOL-Recommended Partners: SNAP Step to Success; Community Libraries; Bridges to Employing Youth; Summer Youth Work Experience Program (SWEP); Department of Human Services, Displaced Worker Programs

Co-located Partner (on-site): Partners that maintain a full-time or part-time staff presence in the Bergen County Job Center, or in the case of Unemployment Insurance Compensation, access via dedicated telephone to program staff are considered co-located Partners.

Non-co-located Partner: Partners that do not provide full-time or part-time staff to serve customers at the Bergen County Job Center are considered non-co-located Partners.

Shared Customer: Partners agree that youth, job seekers, and businesses receiving services from more than one required Partner are considered shared customers. Shared customers benefit from services and resources delivered across multiple Bergen County Job Center Partners.

Basic Career Services as listed under WIOA 20 CRF 678.430(a)

- (1) **Determinations** of whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs;
- (2) **Outreach**, intake (including worker profiling), and orientation to information and other services available through the Bergen County Job Center delivery system. For the TANF program, States must provide individuals with the opportunity to initiate an application for TANF assistance and non-assistance benefits and services, which could be implemented through the provision of paper application forms or links to the application website.
- (3) **Initial assessment of skill levels** including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive services' needs;
- (4) **Labor exchange services**, including -
 - (i) Job search and placement assistance, and, when needed by an individual, career counseling, including -
 - (A) Provision of information on in-demand industry sectors and occupations (as defined in sec. 3(23) of WIOA); and
 - (B) Provision of information on nontraditional employment; and

- (ii) Appropriate recruitment and other business services on behalf of employers, including information and referrals to specialized business services other than those traditionally offered through the Bergen County Job Center delivery system;
- (5) **Provision of referrals to and coordination of activities** with other programs and services, including programs and services within the Bergen County Job Center delivery system and, when appropriate, other workforce development programs;
- (6) **Provision of workforce and labor market employment statistics** information, including the provision of accurate information relating to local, regional, and national labor market areas, including -
 - (i) Job vacancy listings in labor market areas;
 - (ii) Information on job skills necessary to obtain the vacant jobs listed; and
 - (iii) Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs;
- (7) **Provision of performance information and program cost information** on eligible providers of education, training, and workforce services by program and type of providers;
- (8) **Provision of information**, in usable and understandable formats and languages, about how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the area's Bergen County Job Center delivery system;
- (9) **Provision of information**, in usable and understandable formats and languages, relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: child care; child support; medical or child health assistance available through the State's Medicaid program and Children's Health Insurance Program; benefits under SNAP; assistance through the earned income tax credit; and assistance under a State program for TANF, and other supportive services and transportation provided through that program;
- (10) Provision of information and meaningful assistance to individuals seeking assistance in filing a claim for Unemployment Insurance Compensation.
 - (i) "Meaningful assistance" means:
 - (A) Aiding on-site using staff who are well-trained in Unemployment Insurance Compensation claims' filing and the rights and responsibilities of claimants; or

- (B) Aiding by phone or via other technology, as long as the assistance is provided by trained and available staff and within a reasonable time.
- (ii) The costs associated in providing this assistance may be paid for by the State's unemployment insurance program, or the WIOA adult or dislocated worker programs, or some combination thereof.
- (11) Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA.

Individualized Career Services as listed in WIOA as described in 20 CFR 678.430(b)

- (1) Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include -
 - (i) Diagnostic testing and use of other assessment tools, and
 - (ii) In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.
- (2) Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of, and information about, the eligible training providers (as described in [§ 680.180](#) of this chapter).
- (3) Group counseling.
- (4) Individual counseling.
- (5) Career planning.
- (6) Short-term pre-vocational services including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training.
- (7) Internships and work experiences that are linked to careers (as described in [§ 680.170](#) of this chapter).
- (8) Workforce preparation activities.
- (9) Financial literacy services as described in sec. 129(b)(2)(D) of WIOA and [§681.500](#) of this chapter.
- (10) Out-of-area job search assistance and relocation assistance.

- (11) English language acquisition and integrated education and training programs.

Follow-Up Services as WIOA 20 CFR 678.430(c)

Follow-up services will be provided, as appropriate, including counseling regarding the workplace, for participants in adult or dislocated worker programs who are placed in unsubsidized employment, for up to 12 months after the first day of employment.

Training Services under WIOA described in 20 CFR 680.200

1. Occupational skills training through Individualized Training Accounts (ITAs)
2. Title II Adult Education/Literacy - Consolidated Adult Basic Skills & Integrated English Literacy and Civics Education Grant
3. On-the-Job Training (OJT)
4. Incumbent Worker Training (IWT)
5. Programs that combine workplace training with related instruction which may include cooperative education.
6. Skill upgrading and retraining
7. Entrepreneurial training
8. Registered Apprenticeship (combining ITA and OJT –TEGL 13-16)
9. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of training.
10. Other training services as determined by the WDB.
11. Post-employment one-year follow-up activities includes, but not limited to, outreach, career re-assessment, additional education opportunities, and etc.

Youth Services, which include the 14 youth program elements under WIOA

1. Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.
2. Alternative secondary school services, or dropout recovery services, as appropriate.
3. Paid and unpaid work experiences that have as a component academic and occupational education, which may include: Summer employment opportunities and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities.

4. Occupational skills training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the Local Area involved.
5. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.
6. Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.
7. Supportive services.
8. Adult mentoring for the period of participation and a subsequent period for a total of not less than 12 months.
9. Follow-up services for not less than 12 months after the completion of participation, as appropriate.
10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.
11. Financial literacy education.
12. Entrepreneurial skills training.
13. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.
14. Activities that help youth prepare for and transition to postsecondary education and training.

Business Services as described in WIOA

Under the Workforce Innovation and Opportunity Act (WIOA), Business Services Representatives play a vital role in connecting workforce development with the needs of local businesses. They are essential for creating a dynamic and responsive workforce development system that addresses both employer and job seeker needs. Their role is key in ensuring that workforce training efforts are aligned with the changing demands of the local economy.

Their responsibilities and activities are designed to align workforce training and employment programs with the demands of the local economy.

Here are the key aspects of their role:

1. **Liaison Between Workforce and Businesses:** They act as a bridge between workforce development programs and businesses, ensuring that training programs meet the skills needs of employers.

2. **Reporting Structure:** Typically, Business Services Representatives report to the local or state workforce Development Board or a similar governing body. This could vary depending on the organizational structure of the state or local agency.
3. **Specific Activities: Outreach to Employers:** Engaging with local businesses to understand their workforce needs and challenges.
4. **Workforce Needs Analysis:** Identifying skills gaps and labor market trends to inform training and workforce development strategies.
5. **Job Matching Services:** Assisting employers in finding suitable candidates for their vacancies.
6. **Training Program Development:** Collaborating with training providers to develop programs that are aligned with the needs of local businesses.
7. **Employer Education:** Informing employers about available workforce development resources, such as tax credits, training grants, and other incentives.
8. **Job Fairs and Recruitment Events:** Organizing and participating in events that connect job seekers with employers.
9. **Monitoring and Reporting:** Keeping track of the effectiveness of workforce programs and reporting outcomes to relevant stakeholders.

Business Services staff goals include:

Economic Development: Contributing to local economic development by ensuring that businesses have access to a skilled workforce.

Workforce Readiness: Ensuring that the workforce is trained and ready to meet the current and future demands of local industries.

Partnership Building: Establishing strong relationships between employers, training providers, and government agencies.

Literacy Services, including Adult Title II Partnership

The Bergen County Job Center offers a wide array of literacy and adult education services on-site and through education partners, including the Bergen County Title II consortium and County Library system. Our WDB Workforce Education Committee brings together partners and stakeholders to review program participation, program effectiveness, and discuss ways to leverage resources, enabling a connected community system of services. With skill development and employment in mind, committee members discuss career pathways and opportunities for co-enrollment.

Programs for Seniors

Referrals to supportive services such as housing, medical services, and safety services, are via County Offices of Aging.

Section 3: Bergen County Job Center Operating Budget and Infrastructure Funding Agreement

Bergen County Job Center Operating Budget-Description and Purpose

The Parties to this MOU and Bergen County Job Center agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

1. Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area,
2. Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
3. Reduces overhead costs for any one Partner by streamlining and sharing financial, procurement, and facility costs, and
4. Ensures that Bergen County Job Center Partners appropriately share costs by determining contributions based on the proportionate use of the Bergen County Job Center Centers and relative benefits received and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Bergen County Job Center Operating Budget is the financial plan that the Bergen County Job Center Partners, the CEO, and the WDB have agreed to in the MOU that will be used to achieve their goals of delivering services in a local area. The MOU must contain, among other things, provisions describing how the costs of shared services provided by the Bergen County Job Center system and the operating costs of such system will be funded, including the infrastructure costs for the Bergen County Job Center system (WIOA sec. 121(c)(2)(A) and 20 CFR 678.500(b)).

The Bergen County Job Center's operating budget may be considered the master budget, which contains a set of individual budgets or components that consist of costs specifically identified in the statute, including infrastructure costs, as defined in WIOA Sec. 121(h)(4); and additional costs which must include applicable career services and may include shared operating costs and shared services that are related to the operation of the Bergen County Job Center delivery system and do not constitute infrastructure costs. These

additional costs are described in WIOA Sec. 121(i). The Bergen County Job Center Operating Budget must be periodically reconciled against actual costs incurred and adjusted accordingly. This reconciliation helps to ensure that the budget reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to each Partner in proportion to the Partner's use of the Bergen County Job Center and relative benefit received. The Bergen County Job Center Operating Budget may be further refined by the Bergen County Job Center Partners, as needed, to assist in tracking their contributions. It may be necessary at times to separate the budget of a comprehensive Bergen County Job Center from a specialized Bergen County Job Center or an affiliate Bergen County Job Center.

Bergen County Job Center operating costs include infrastructure costs and additional costs, which are made up of applicable career service, shared operating costs, and shared services:

- Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA),
- Career services, and Shared services and operating costs. All costs must be included in the MOU, allocated according to Partners' proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The Bergen County Job Center operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

Effective Period (Bergen County Job Center Operating Budget)

This IFA is entered into as of [REDACTED]. This IFA will become effective as of the date of signing by the final signatory below and must terminate on December 31st, 2027, unless any of the reasons in the Termination section above apply. The cost of the IFA will be reviewed annually.

Cost Reconciliation and Allocation Base Update

All Parties agree that a quarterly reconciliation of budgeted and actual costs and an update of the allocation bases will be completed in accordance with the following process:

1. Partners will provide the WDB with the following information no later than fifteen (15) days after the end of each quarter, as applicable:
 - a. Quarterly cost information and documentation of the actual costs,

- b. Updated staffing information (per the 1st day of the 1st month of each quarter), and
 - c. Actual customer participation numbers (per the last day of the last month of each quarter).
2. Upon receipt of the above information, the WDB will:
 - a. Compare budgeted costs to actual costs,
 - b. Update the allocation bases, and
 - c. Apply the updated allocation bases, using a cost allocation methodology agreed to by all Partners, to determine the actual costs allocable to each Partner.
3. The WDB will prepare an updated budget document showing cost adjustments and will alert each Partner to the actual costs allocable to each Partner for the quarter.
4. The WDB will submit the updated budget to all Parties no later than forty-five (45) days after the end of each quarter. The Partners understand that the timeliness of the WDB's preparation and submission of adjusted budgets is contingent upon the timeliness of each Partner in providing the necessary cost information. For Partners that advance funds to the WDB area, the WDB will only send a copy of the updated budget.
5. The New Jersey Department of Labor and Workforce Development (LWD) will be responsible for allocating and reimbursing costs among State Administered Required and Additional Partners. Where the State is the leaseholder or where ES paid for space in the Bergen County Job Center is being used by a Required or Additional Partner, LWD will be responsible for invoicing those Partners based on the adjusted WDB developed budget.
6. Upon receipt of the adjusted budget, each Partner will review both documents and will reconcile any necessary budgeted offsets to the satisfaction of WDB no later than fifteen (15) days following receipt.
7. Partners will communicate any disputes with the adjusted budget to the WDB in writing. The WDB will review the disputed cost items and respond accordingly to the Partner within ten (10) days of receipt of notice of the disputed costs. When necessary, the WDB will revise the adjusted budget upon resolution of the dispute.

Infrastructure Funding Agreement (IFA) Description

1. Bergen County Job Center infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the Bergen County Job Center, including, but not limited to:

- a. Rental of the facilities;
 - b. Utilities and maintenance;
 - c. Equipment, including assessment-related products and assistive technology for individuals with disabilities; and,
 - d. Technology to facilitate access to the American Job Center, including technology used for the Center's planning and outreach activities.
2. All Parties to this MOU and IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the Bergen County Job Center or not. Each Partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.
3. Partners funding the costs of infrastructure according to this IFA are the same as identified in the Partners section of the MOU.
4. All Parties agree that the cost allocation methodology for this IFA will be the same as described in the Cost Allocation Methodology section of the MOU.

Steps to Reach Consensus (IFA)

Partners will make a concerted effort to negotiate the IFA along with the remainder of the MOU, including the overall operating budget, for the WDB Area - Bergen County Job Center Network. In the event that the WDB cannot reach consensus with a required partner, the State Funding Mechanism is triggered. The State Funding Mechanism cannot be triggered by additional Bergen County Job Center Partners not reaching consensus. IFAs must include information on the steps the WDB, CEO, and Bergen County Job Center Partners took to reach consensus or the assurance that the local area followed the State Funding Mechanism and a description of the process to be used among partners to resolve issues related to infrastructure funding during the MOU duration period when consensus cannot be reached.

Required Bergen County Job Center Partners

All required Partners (as provided in NJWIN WD-PY24-7) that are present in a WDB Area must be party to the MOU.

WIOA-Required One Stop Partners

1. Title I Programs
 - Adults
 - Dislocated workers

- Youth
 - Job Corps
 - YouthBuild
 - Migrant and Seasonal Farmworker programs
 - Native American programs*
2. Title II Adult Education and Literacy Services
 3. Title III Employment Services
 4. Title IV Vocational Rehabilitation Services (General and Blind)
 5. Jobs for Veterans State Grants (JVSG) programs
 6. Unemployment Insurance
 7. Temporary Assistance for Needy Families (TANF)/Work First New Jersey (WFNJ)
 8. Senior Community Service Employment program (SCSEP) (Note: Program closed in Bergen)
 9. Career and Technical Education (CTE) postsecondary programs
 10. Trade Adjustment Assistance (TAA) activities (Note: Program closed)
 11. Community Service Block Grant (CSBG) employment and training activities
 12. Housing and Urban Development (HUD) employment and training activities
 13. Second Chance Act programs

NJDOL-Required State Workforce program partners

- State Business Outreach Team
- Work First New Jersey (WFNJ) – Supplemental Nutrition Assistance Program (SNAP) and General Assistance (GA)
- Pathways to Recovery
- Job Opportunities for Building Success (JOBS)
- New Jersey Youth Corps

Additional Bergen County Job Center Partners

1. The Bergen County WDB has non-formal partner relationships with many other community partners to carry out workforce development programs, including Federal, State, or Local programs and programs in the private sector, and they may serve as additional Partners in the Bergen County Job Center Network if the WDB and chief elected official(s) approve the entity's participation. These partners include local libraries, the Meadowlands Chamber of Commerce, the Boys and Girls Club.
2. Additional Partners may include in the future: employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under sec. 1148 of the Social Security Act (42 U.S.C. 1320b-19), employment and training programs carried out by the Small Business Administration, Supplemental Nutrition Assistance Program (SNAP) employment and training programs, authorized under secs. 6(d)(4) and 6(o) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4) and 2015(o)), Client Assistance Program authorized under sec. 112 of the Rehabilitation Act of 1973 (29 U.S.C. 732), programs authorized under the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), and other appropriate Federal, State, or local programs, including employment, education, and training programs provided by public libraries or in the private sector, programs providing transportation assistance, and programs providing services to individuals with substance abuse or mental health issues.

[20 CFR 678.410; 34 CFR 361.410; 34 CFR 463.410; and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the Bergen County Job Center Delivery System (p. 7)]

Additional Costs

Must include the costs of the provision of career services in Sec. 134(c)(2) applicable to each program consistent with Partner program's applicable Federal statutes and allocable based on cost principles of the Uniform Guidance at 2 CFR Part 200 and may include shared operating costs and shared services. [WIOA Sec. 121(i)(1); 20 CFR 678.760(a); 34 CFR 361.760(a); 34 CFR 463.760(a); and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the Bergen County Job Center Delivery System (pp. 4-5, Attachment II)]

Shared Operating Costs and Shared Services

Shared operating costs and shared services costs may include costs of shared services that are authorized for and may be commonly provided through the Bergen County Job

Center Partner programs, including initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services, referrals to other Bergen County Job Center Partners, and business services. [WIOA sec. 121(i)(2); 20 CFR 678.760(b); 34CFR 361.760(b); 34 CFR 463.760(b); and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the Bergen County Job Center Delivery System (pp. 4-5, Attachment II)]

Funding Types

Non-Cash - Expenditures incurred by Bergen County Job Center Partners on behalf of the Bergen County Job Center and non-cash contributions of goods or services contributed by a Partner program and used by the Bergen County Job Center.

Third-party In-kind - Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with Bergen County Job Center operations, by a non-Bergen County Job Center Partner to:

- Support the Bergen County Job Center in general; or
- Support the proportionate share of Bergen County Job Center infrastructure costs of a specific Partner.

[20 CFR 678.720; 20 CFR 678.760; 34 CFR 361.720; 34 CFR 361.760; 34 CFR 463.720; and 34 CFR 463.760]

Allocation

Allocation means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. [2 CFR 200.4]

Cost Objective

Cost objective means a program, function, activity, award, organizational subdivision, contract, or work unit for which cost data are desired and for which provision is made to accumulate and assures the cost of processes, products, jobs, capital projects, etc. A cost objective may be a major function of the non-Federal entity, a particular service or project, a Federal award, or an indirect (Facilities & Administrative (F&A)) cost activity, as described in Subpart E—Cost Principles of this Part. See also § 200.44 Final cost objective and 200.60 Intermediate cost objective.

Infrastructure Funding Agreement Component

(SEE ATTACHMENT #3)

1. The IFA contains the infrastructure costs budget that is an integral component of the overall Bergen County Job Center operating budget. The other component of the Bergen County Job Center operating budget consists of applicable career services, shared operating costs, and shared services, which are considered additional costs. While each of these components covers different cost categories, an operating budget would be incomplete if any of these cost categories were omitted, as all components are necessary to maintain a fully functioning and successful local Bergen County Job Center delivery system. Therefore, the Departments strongly recommend that the WDBs, Bergen County Job Center Partners, and CEOs negotiate the IFA, along with additional costs when developing the operating budget for the local Bergen County Job Center system. The overall Bergen County Job Center Operating Budget must be included in the MOU. IFAs are a mandatory component of the local MOU, described in WIOA sec. 121(c) and 20 CFR 678.500 and 678.755. Similar to MOUs, the WDB may negotiate an umbrella IFA or individual IFAs for one or more of its Bergen County Job Center Centers.
2. It is essential that the IFA include the signatures of individuals with authority to bind the signatories to the IFA, including all Bergen County Job Center Partners, CEO, and WDB participating in the IFA. Changes in the Bergen County Job Center Partners or an appeal by a Bergen County Job Center Partner's infrastructure cost contribution will require a renewal of the MOU. [TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the Bergen County Job Center Delivery System (pp. 17- 18 and Attachment II)]

Modification Process (IFA)

All Parties agree that the steps to modify this IFA will be the same as described in the Modification Process section of the MOU.

Dispute and Impasse Resolution (IFA)

1. All Parties will actively participate in Local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.
2. If Partners in a Local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the IFA, then an impasse is declared, and the State Funding Mechanism (SFM) is triggered.

The CEO shall determine the merit of the dispute and propose a resolution. The CEO will indicate that failure to accept the proposed resolution will trigger the State Funding Mechanism.

Notice of Failure to Reach Consensus

1. **Notice of Failure to Reach Consensus Given to the Governor:** If the Parties cannot reach consensus on methods of sufficiently funding the Bergen County Job Center's infrastructure costs and the amounts to be contributed by each Local Partner program, the WDB is required to notify the Governor.
2. **Negotiation Materials Provided to Governor:** The WDB Chair (or designee) must provide the appropriate and relevant materials and documents used in the negotiations to the Governor, preferably at the time of the notification of failure to reach consensus, but no later than five (5) business days thereafter. At a minimum, the WDB Chair (or designee) must provide to the Governor:
 - a. The Local WIOA plan,
 - b. The cost allocation methodology or methodologies proposed by the Partners to be used in determining the proportionate share,
 - c. The proposed amounts or budget to fund infrastructure costs,
 - d. The amount of Partner funds included,
 - e. The type of funds (cash, non-cash, and third-party in-kind contributions) available (including all documentation on how Partners valued non-cash and third-party in-kind contributions consistent with 2 CFR 200.306),
 - f. Any proposed or agreed on American Job Center budgets (for individual Centers or a network of Centers), and
 - g. Any partially agreed upon, proposed, or draft IFAs.

The WDB may also provide the Governor with additional materials that they or the Governor find to be appropriate.

3. **Governor Determinations and Calculations the Governor will:**
 - a. Determine Bergen County Job Center infrastructure budget(s),
 - b. Establish cost allocation methodology(s),
 - c. Determine Partners' proportionate shares,
 - d. Calculate statewide caps
 - e. Assess the aggregate total of infrastructure contributions as it relates to the statewide cap, and adjust allocations

Once all determinations and calculations are completed, the Governor will notify the WDB Chair (or designee) of the final decision and provide a revised IFA for execution by the Parties.

IFA Execution

The IFA becomes effective as of the date of signing by the final signatory. Programs may appeal the Governor's determinations of their infrastructure cost contributions in accordance with the process established under 20 CFR 678.750, 34 CFR 361.750, and 34 CFR 463.750.

Attachments

Attachment 1: Bergen County Job Center Partner Service Matrix

Attachment 2: Bergen County Job Center Operating Budget

Attachment 3: Infrastructure Funding Agreement (IFA)

Attachment 4 (Link): [Bergen County Local Strategic Development Plan](https://bit.ly/bc-local-plan-2025-update)
(<https://bit.ly/bc-local-plan-2025-update>)

Attachment 5 (Link): [Regional Strategic Development Plan](https://bit.ly/bc-regional-plan-2022)
(<https://bit.ly/bc-regional-plan-2022>)

Attachment 6 (Link): [Accessibility Plan](https://bit.ly/bc-access-report-24)
(<https://bit.ly/bc-access-report-24>)

Attachment 7: Overview of WIOA (One Stop) Services

Note: The allocation base for on-site (co-located) partners can be based on square footage/square footage ratios. Additional infrastructure costs include utilities and maintenance not included in the Total Square Footage Costs, Equipment, and Technology. Contributions can be allocated based on square footage ratios for on-site partners. FTE cost is based on square footage ratios for on-site partners. FTE Costs are based on the average cost (salary and benefits) for a staff working in a job title or function. Customers Served Cost is generally only applicable to non-located partners whose customers use the physical Job Center. Costs attributable to these customers include infrastructure costs for shared space, such as public access, as well as services attributed to intake and assessment, and similar services. The cost allocable to non-co-located partners is calculated as the ratio of partner customers using the physical Job Center to the universe of Job Center customers, multiplied by the total Job Center Operating budget.

Services Offerings	Title I						Required Partners															
	Adult	Dislocated Worker	Youth				Youth Build	Job Corps	Migrant and Seasonal Farmworker Programs	Adult Education and Family Literacy Act	Wagner-Peyser	Jobs for Veterans State Grants (DVOPs and LVERs)	Disability and Vocational Rehabilitation	Vocational Rehabilitation Services (Blind)	Unemployment Compensation	Temporary Assistance for Needy Families (TANF)	GA/SNAP	Community Services Block Grant Employment and	Career and Technical Education Postsecondary	Second Chance Action Programs	Pathways to Recovery	Job Opportunities for Building Success
Partner Name/Organization	Equus	Equus	Greater Bergen Community Action	United Community Corporation	Edison Job Corps Center	PathStone Corporation	Bergen County Technical School	DOL	DOL	DOL	NJ Commission for the Blind and Visually Impaired	DOL	Equus	Equus	Greater Bergen Community Action	Bergen Community College	DOL	DOL	DOL	DOL	Bergen County Technical School	
BASIC SERVICES																						
Registration and Information	♦	♦	♦				♦	♦	♦	♦	♦	♦	♦	♦		♦		♦	♦			
Orientation for Job Seekers	♦	♦	♦					♦	♦	♦	♦	♦	♦	♦				♦	♦			
Initial Assessment	♦	♦	♦				♦	♦		♦	♦		♦	♦		♦		♦	♦		♦	
Career Assessment for Job Seekers	♦	♦	♦				♦	♦	♦	♦	♦		♦	♦				♦	♦		♦	
Career Counseling	♦	♦	♦						♦	♦	♦		♦	♦		♦		♦	♦		♦	
Job Matching Services	♦	♦	♦					♦		♦			♦	♦		♦		♦	♦		♦	
Provision of Supportive Services Information	♦	♦	♦				♦	♦	♦	♦		♦	♦	♦				♦	♦		♦	
Provision of Unemployment Information			♦					♦				♦										
Eligibility Assistance and Determination	♦	♦	♦					♦	♦	♦	♦	♦	♦	♦				♦	♦		♦	
Referral to Other Services	♦	♦	♦					♦	♦	♦	♦		♦	♦				♦	♦		♦	
Retention Services	♦	♦	♦						♦	♦	♦		♦	♦				♦	♦			
Follow-up Services	♦	♦	♦				♦	♦	♦	♦	♦	♦	♦	♦				♦	♦		♦	
ADDITIONAL SUPPORT SERVICES																						
Comprehensive and Specialized Assessments									♦									♦	♦		♦	
Development of Individual Employment Plan (IEP)									♦		♦							♦	♦		♦	
Group Counseling									♦		♦										♦	
Individual Counseling/Career Planning									♦		♦					♦		♦	♦		♦	
Case Management									♦									♦	♦		♦	
Short Term Pre-Vocational Services									♦									♦	♦		♦	
Other									♦									♦	♦		♦	
TRAINING SERVICES																						
Occupational Skills Training	♦	♦	♦						♦	♦			♦	♦		♦		♦	♦			
On-the-Job Training									♦	♦			♦	♦		♦						
Workplace Training									♦				♦	♦		♦						
Skills Upgrading and Retraining	♦	♦							♦	♦			♦	♦		♦		♦	♦		♦	
Entrepreneurial Training									♦		♦					♦					♦	
Job Readiness Training	♦	♦	♦				♦		♦	♦	♦		♦	♦		♦		♦	♦		♦	
Adult Education/Literacy Activities	♦	♦	♦						♦	♦			♦	♦		♦		♦	♦			
Customized Training									♦		♦					♦		♦	♦			
Retention Services	♦	♦	♦						♦	♦	♦		♦	♦				♦	♦			
Follow-up Services	♦	♦	♦				♦		♦		♦		♦	♦		♦		♦	♦		♦	
EMPLOYER SERVICES																						
Employer Outreach	♦	♦	♦					♦		♦	♦		♦	♦		♦		♦	♦			
Employer Job Listing Services	♦	♦	♦					♦	♦	♦			♦	♦		♦		♦	♦			
Employer Job Matching Services	♦	♦	♦					♦		♦	♦		♦	♦		♦		♦	♦			
Retention Services	♦	♦	♦					♦	♦	♦	♦		♦					♦	♦			
Follow-up Services	♦	♦	♦					♦	♦	♦			♦					♦	♦			

Total One-Stop Operating Budget						
Cost Category	Cost Pool	Cost Item	County A (\$)	County B (\$) (if applicable)	County C (\$) (If applicable)	Total (\$)
Infrastructure Cost	Technology	Rent/Related	1,490,781			1,490,781
Career Services	Technology	PC Costs GSN	47,330			47,330
Career Services	Salaries and Benefits	Salaries/Benefits	6,519,735			6,519,735
Total	\$					8,057,846

Total Parter Contributions - By Allocation Base						
Partner Program	On-Site Partner (Yes or No)	Total Square Footage Cost	Additional Infrastructure Costs*	FTE Cost**	Customers Served Cost***	Total
ES (includes Business Services)	Yes	537,736	30,379	2,489,760		3,057,875
UI	Yes	132,059	4,548	450,450		587,057
DVRS	Yes	256,901	12,403	1,597,050		1,866,354
WIOA	Yes	282,711	0	1,982,475		2,265,186
AT & WC	No	281,374	0	0		281,374
Total	\$	1,490,781	47,330	6,519,735		8,057,846

Total Partner Contributions - By Cost Category						
Partner Program	On-Site Partner (Yes or No)	Infrastructure Costs	Shared Services Cost	Career Services Cost	Square Footage Occupied	Total
ES (includes Business Services)	Yes	568,115		2,489,760		3,057,875
UI	Yes	136,607		450,450		587,057
DVRS	Yes	269,305		1,597,050		1,866,355
WIOA	Yes	282,710		1,982,475		2,265,185
AT & WC	No	281,374		0		281,374
Total	\$	1,538,111		6,519,735		8,057,846

Note: The allocation base for on-site (co-located) partners can be based on square footage/square footage ratios.

Note: Grand totals for each table must equal.

*Additional infrastructure costs include utilities and maintenance not included in the Total Square Footage Costs, Equipment, and Technology. Contributions can be allocated based on square footage ratios for on-site partners.

**FTE costs are based on the average cost (salary and benefits) for a staff working in a job title or function

*** Customers Served Cost is generally only applicable to non-co-located partners whose customers use the physical One-Stop. Costs attributable to these customers include infrastructure costs for shared space such as public access, services such as attributed to intake and assessment, and similar. The cost allocable to non-co-located partners is the ratio of the partner customers using the physical One-Stop to the universe of customers using the One-Stop multiplied by the Total One-Stop Operating Budget

Infrastructure Funding Agreement - Based on Square Footage Occupied				
Column 1	Column 2	Column 3	Column 4	Column 5
Partner Program	Total Infrastructure Contributions from One-Stop Budget	Square Footage Charged Including Common Space	Square Footage Occupied including Common Spaces	Cost Allocation Methodology Percentage
UI	\$ 132,059.44	3,039	3,039	8.16
ES	\$ 537,736.26	12,470	12,470	33.5
AT	\$ 9,244.40	185	185	0.5
WC	\$ 272,129.00	8,996	8,996	24.17
DVR	\$ 256,901.23	5,960	5,960	16.01
WDB (County)	\$ 41,557.46	1,012	1,012	2.72
WIOA (Equus)	\$ 241,153.07	5,560	5,560	14.94
Total Rent/Related Costs	\$ 1,490,780.86	37,222	37,222	100

Infrastructure Contributions are made up of Rent and Utilities @\$30.25/Sq ft PLUS Security guard costs

Infrastructure Funding Agreement - Based on Full-Time Equivalents *				
Column 1	Column 2	Column 3	Column 4	Column 5
Partner Program	Staff on GSN	Public Access PCs on GSN	Multiple Staff by _826.89_ and Public Access PCS by _516.49_	Reimburse to ES
ES	15	30	27,898.05	
JVSG	1		826.89	
BR & E&T	2	0	1,653.78	
DVR	15	0	12,403.35	
UI	5.5	0	4,547.90	
WIOA	0	0	0	
Total IT Costs			47,329.97	
*Use this spreadsheet when everyone is on the GSN and ES is paying the IT costs				

Public Access PC's include: 3 Computer Labs (42), 4 Triage PCS, & 23 Public Access PCS
ES, DVRs, and UI are billed separately for their technology

Partner Program	Number of Staff	Weekly Staff Hours	Number of FTEs	% of FTEs	Required Partner (Yes or No)
WIOA Adult & DW	16	560	16	26%	Yes
WFNJ	3	105	3	5%	Yes
WIOA Adult & DW/WFNJ Business Services	3	105	3	5%	Yes
ES & Business Services	19	560	19	31%	Yes
UI	5	175	5	8%	Yes
DVR	15	525	15	25%	Yes

Attachment 1: Overview of WIOA (One Stop) Services

Basic Career Services (20 CFR 678.430(a))	Individualized Career Services (20 CFR 678.430(b))	Follow-up Services (20 CFR 678.430(c))
• Eligibility determinations • Outreach, intake, and orientation re: One Stop services available • Initial assessment of skill levels • Labor exchange services (job search and placement, and recruitment on behalf of employers) • Referrals to and coordination of activities with other programs • Provision of Labor Market Information • Provision of training provider performance and cost information • Provision of One Stop performance information • Provision of information in usable and understandable formats and languages about the One Stop's performance and about supportive services • Provision of meaningful assistance to individuals seeking Unemployment Insurance • Assistance in obtaining financial aid for non-WIOA training and ed programs	• Comprehensive and specialized assessments of the skill levels and service needs • Development of individual employment plans • Group counseling • Individual counseling • Career planning • Short-term pre-vocational (work readiness) services • Internships and work experiences that are linked to careers • Workforce preparation activities • Financial literacy services • Out-of-area job search assistance and relocation assistance • English language acquisition and integrated education and training programs	Provided up to 12 months after the first day of employment. • Counseling regarding the workplace • Additional career planning/counseling • Assisting individuals and employers in resolving work-related problems • Connecting individuals to peer support groups • Providing individuals with referrals to other community resources • Providing individualized information about additional educational or employment opportunities
Training Services (20 CFR 680.200)	Business Services (20 CFR 678.435)	Youth Services (20 CFR 681.460 ; 20 CFR 681.700)
• Occupational skills training through Individual Training Accounts (ITAs) • Adult education and literacy activities, including English Language Acquisition, in combination with occupational skills training • On-the-Job Training • Incumbent Worker Training • Programs that combine workplace training with related instruction • Skill upgrading and retraining • Entrepreneurial training • Registered Apprenticeship • Customized training • Other training services	• Labor exchange activities and LMI for employers • Customized screening and referral of qualified participants • Customized services on employment-related issues • Customized recruitment events and job fairs • Human resource consultation services (e.g., writing/reviewing job descriptions, creating orientation sessions, analyzing employee turnover, supporting compliance with labor and employment laws) • Developing and implementing sector strategies • Assistance with registered apprenticeship programs and other work-based learning opportunities • Assistance in managing reductions in workforce • Assistance in accessing local, State, and federal tax credits	• Tutoring, study skills, and dropout prevention • Alternative education • Paid and unpaid work experiences • Occupational skills training • Leadership development • Supportive services • Adult mentoring • Follow-up services • Comprehensive guidance and counseling • Education offered concurrently with workforce preparation • Financial literacy • Provision of labor market information • Preparation for postsecondary education • Entrepreneurial skills training