

**Local Workforce Development Board/Chief Local Elected Officials/WIOA Title I Contractor
Memorandum of Understanding for the Joint Provision of WIOA Title I Program Services and
WIOA Title I One Stop Operator Services**

This Memorandum of Understanding is executed on this _____ day of _____ 2024, **between the NWPA Job Connect Board (hereinafter known as the “WDB”), and the Chief Local Elected Officials of Clarion, Crawford, Erie, Forest, Venango, and Warren Counties (hereinafter known as the “CLEOs”), the NWPA Job Connect Board (hereinafter known as the “WDB”), and Equus Workforce Services (hereinafter known as “Equus”).**

By mutual execution of this Agreement, the WDB and the CLEOs desire and intend to formalize their Agreement to clarify how **Equus** will carry out its responsibilities to perform the functions of both the One Stop Operator as well as the **Workforce Innovation and Opportunity Act (WIOA) Title I Program Services Contractor**. The parties hereto also intend to confirm their compliance with the Workforce Innovation and Opportunity Act (Pub. L. 113-128) and corresponding regulations, relevant Office of Management and Budget Circulars, Commonwealth of Pennsylvania Department of Labor and Industry policies and guidance, as well as WDB policies. The WIOA Title I One Stop Operator function has primary responsibility for implementing and developing procedures that will coordinate the partners’ activities and resources into a seamless workforce delivery system for high quality customer services. The WIOA Title I program services function has primary responsibility for implementation of WIOA Title I Adult, Dislocated Worker, and Youth Program service delivery.

The WDB, with the agreement of the CLEOs, has competitively selected **Equus** as the WIOA Title I One Stop Operator and the WIOA Title I Program Services Contractor for the Northwest Pennsylvania Workforce Development Area in accordance with the Uniform Guidance, WIOA, and its implementing regulations, as well as state and local conflict of interest policies, guidance, and regulations.

NOW, THEREFORE, in consideration of mutual agreements and covenants set forth herein, **Equus**, the WDB, and the CLEOs agree to the following:

1. **Equus** shall develop, implement, and ensure compliance with proper internal controls and firewalls to maintain transparency and integrity to ensure that no conflict of interest exists in its performance of the duties as WIOA Title I Program Services Contractor and WIOA Title I One Stop Operator. This information will be submitted to and monitored by the WDB;
2. **Equus** shall develop, implement, and ensure compliance with a separate reporting structure within the organization which meets the requirements for separation of functions under WIOA. This information will be submitted to and monitored by the WDB;
3. **Equus** shall be responsible to render impartial decisions and perform the duties of the WIOA Title I Program Services Contractor and One Stop Operator in an objective way;
4. **Equus** shall not convene system stakeholders to assist the WDB in the development, preparation, and submission of Local Plans, competitive processes for selecting one stop operators, terminating one stop operators, career service providers, or youth providers;
5. **Equus** shall not be responsible for the oversight of itself or other operators;
6. **Equus** shall not negotiate local and/or regional performance accountability measures;

7. **Equus** shall not develop or submit budgets for activities of the WDB.

The WDB and the CLEOs agree on the following expectations (regarding the responsibilities of the One Stop Operator) to include, but not necessarily be limited to:

Serve as an intermediary with all of the one stop partners **ensuring coordination and integration of services;**

Know and understand the parameters under which the partners provide services, **including mobile and virtual service delivery;**

Know and understand each partner's performance measurement goals;

Ensure that an effective partner referral mechanism is in place for the benefit of individuals and the partner's performance;

Attend **Coordinate** and participate in one stop partner meetings;

Possess knowledge of community events and ensure that all appropriate partners are made aware of upcoming and/or relevant events in which they may wish to participate;

Act as an ambassador for the one stop system within the community;

Provide a bridge to business services and resources;

Ensure compliance with the Commonwealth's and the WDB's one stop center certification criteria which is essential for receipt of infrastructure funding;

Ensure the Commonwealth's **"Methods of Administration"** **"State Nondiscrimination Plan"** is **are** enacted and maintained;

Ensure that all relevant equal opportunity and civil rights measures are complied with;

Recommend, maintain, and retire technological equipment and related IT services necessary for the operation of the one stop center; **and**

Track and implement the negotiated one stop partner Memorandum of Understanding (MOU); **and**

Develop, maintain, and update PA CareerLink® policies and procedures as needed;

The WDB will evaluate the One Stop Operator **within the initial six (6) months after the contract start date, and then** at least annually **thereafter**. The evaluation shall include (but is not limited to) contract provisions **in their entirety as executed**, participating partner surveys, performance measures developed by the WDB, and any applicable PA CareerLink® certification requirements.

This Agreement shall remain in force and effect and shall be binding upon each party unless and until a written notice of termination has been given to all parties hereto. **The written notice of termination will follow the process as required and set forth in the Contract for Operator Services**

and the Contract for Title I services. The requisite written notice must be delivered at least thirty (30) days prior to the anticipated date of termination set forth therein.

Upon proper termination of this Agreement, no rights or liabilities shall continue from this relationship; other than those rights and liabilities which are specified elsewhere within this Agreement.

The WDB and CLEO's obligation to make payments during any subsequent fiscal year (following this current fiscal year) shall be subject to the availability of and appropriation of funds. Should funds not be appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the WDB and CLEOs shall have the right (in their sole discretion) to terminate this Agreement.

IN WITNESS WHEREOF, the undersigned parties, intending to be fully bound, have duly executed this Agreement on the day and year first above written.

Approved:

Wayne Brosius
CLEO, Clarion County

Approved:

Travis Crytzer, Chair
NWPA Job Connect Board

Eric Henry
CLEO, Crawford County

Jack Sawyer,
Equus Workforce Solutions

Brenton Davis
CLEO, Erie County

Robert J. Snyder, Jr.
CLEO, Forest County

Albert Abramovic
CLEO, Venango County

Trisha Durbin
CLEO, Warren County