



**GREATER NEW BEDFORD  
WORKFORCE BOARD**

**CHARTER AGREEMENT**

GRANTED TO:

**ARBOR E&T, LLC dba EQUUS WORKFORCE SOLUTIONS**

for the Operation of the

MassHire Greater New Bedford Career Center

BY THE:

**GREATER NEW BEDFORD WORKFORCE INVESTMENT BOARD, INC.**

**DBA MASSHIRE GREATER NEW BEDFORD WORKFORCE BOARD**

PERIOD:

July 1, 2022 – June 30, 2023

And

Renewable annually through June 30, 2026

## PREAMBLE

The Greater New Bedford Workforce Investment Board, Inc. dba MassHire Greater New Bedford Workforce Board, hereafter referred to as “Workforce Board” hereby enters into this Agreement with Arbor E&T, LLC dba Equus Workforce Solutions, Inc. hereafter referred to as “Lead Operator”, for the MassHire Greater New Bedford Career Center (MCC) as the local American Job Center (AJC), hereafter referred to as the “Career Center”, for the Greater New Bedford workforce development area to include New Bedford and the surrounding towns of Acushnet, Dartmouth, Fairhaven, Freetown, Lakeville, Mattapoisett, Marion, Rochester and Wareham.

This Agreement was the result of the competitive Career Center Operator Procurement conducted in accordance with the Workforce Innovation and Opportunity Act (WIOA) 121 (d)(2)(A)<sup>1</sup>.

The intention of this Agreement is to provide services in accordance with WIOA (Pub. L. 113-128), July 22, 2014; WIOA 81 FR 56072, August 19, 2016<sup>2</sup>; WIOA Joint Rule for Unified and Combined State Plans, Performance Accountability (WIOA Joint Final Rule) 81 FR 55791, August 19, 2016<sup>3</sup>; and, Office of Management and Budget (OMB) CFR Chapter II, Part 22, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: Final Rule, December 26, 2013<sup>4</sup>.

This Agreement to operate the Career Center and Workforce Board-approved affiliated facilities and programs, is based upon the terms and conditions hereinafter set forth, and agrees that the Career Center at all times, and in all respects, shall be bound by the terms and conditions of this Agreement. Implementation and operation of the Career Center shall be subject to the terms and conditions of this Agreement and is dependent on available resources.

## PARTIES TO THE AGREEMENT

### *Principal Parties to the Agreement*

- Arbor E&T, LLC dba Equus Workforce Solutions; Lead Operator
- The MassHire Department of Career Services (MDCS), Principal Partner
- Greater New Bedford Workforce Investment Board, Inc. dba MassHire Greater New Bedford Workforce Board (MHWDB)

### *Additional Partners*

Additional Partners of the Career Center include but are not limited to those Partners as mandated in 20 CFR §678.400<sup>5</sup> and other Partners as described by 20 CFR §678.410<sup>6</sup> hereafter referred to collectively as “Partner(s)”. It is anticipated that during the term of this Agreement, additional partner organizations (“formal partners”) may be added to the Partner Memorandum of Understanding (MOU) as: (1) dictated by customer demands, (2) required by state and federal policies, (3) allowed through state and federal funding resources, and (4) facilitated by Workforce Board’s strategic planning and operational partnerships formed

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<sup>1</sup> [113/bills/hr803/BILLS-113hr803enr.pdf](https://www.congress.gov/bills/113/hr803/bills-113/hr803/enr/pdf)

<sup>2</sup> [/2016/08/19/2016-15975/workforce-innovation-and-opportunity-act](https://www.federalregister.gov/documents/2016/08/19/2016-15975/workforce-innovation-and-opportunity-act)

<sup>3</sup> [/2016/08/19/2016-15977/workforce-innovation-and-opportunity-act-joint-rule-for-unified-and-combined-state-plans-performance](https://www.federalregister.gov/documents/2016/08/19/2016-15977/workforce-innovation-and-opportunity-act-joint-rule-for-unified-and-combined-state-plans-performance)

<sup>4</sup> [/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards](https://www.federalregister.gov/documents/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards)

<sup>5</sup> [678.400](https://www.federalregister.gov/documents/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards)

<sup>6</sup> [/20/678.410](https://www.federalregister.gov/documents/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards)

by the Lead Operator. The Lead Operator and Principal Partner must receive permission from the Workforce Board before pursuing additional formal partners. These are typically partnerships with the Workforce Board and/or Career Center that require a Memorandum of Understanding that binds the partnership.

### ***Term of the Agreement***

This Agreement becomes effective on July 1, 2022 and shall remain in effect through June 30, 2023 provided that the terms and conditions in this Agreement are met. The MassHire Executive Committee recommended that the Charter be renewed for the next year and that the Performance and Oversight Committee work with Arbor E&T, LLC dba Equus Workforce Solutions between January 2023 and March 2023 to evaluate their performance. It is expected that in May or June, 2023 during the Workforce Board's Annual meeting recommendations will be brought before their Board of Directors as to whether (or not) this Agreement will renew for an additional one-year term. A renewal may be issued annually twice allowing for up to three years if the parties have successfully completed and fulfilled the terms and conditions.

### ***First Quarter Transition Goals***

- The Lead Operator will complete draft Standard Operating Policy's (SOPs) for funder review & approval
- The Lead Operator will create Internal Monitoring Processes for funder review & approval
- The Lead Operator will conduct Environment scan to identify access points to expand services in communities
- The Lead Operator will create a Quality Improvement Plan for funder review & approval
- The Lead Operator will develop an Internal Communication Plan for funder review & approval

### ***Renewal Terms and Conditions***

The measures that will be used for an evaluation of Agreement renewal include, but are not limited to:

1. The Lead Operator will provide the Workforce Board with monthly, quarterly, and annual fiscal reports. Monthly financials will be due within fifteen (15) business days of the close of each month, quarterly reports will be due within fifteen (15) business days of the close of each quarter, and annual year end reports will be due with fifteen (15) days of the end of the Fiscal Year.
  - a. Additionally, the Lead Operator will designate a person or persons to participate in virtual monthly reviews of submitted financials if questions or concerns arise as a result of the submitted financials.
  - b. The Lead Operator will also send a designee to participate in in-person meetings to take place during the Second and Third Quarter of the Fiscal Year to review submitted financials.
2. The Lead Operator will send a designee to participate in quarterly Board meetings.
  - a. The Lead Operator will make themselves available to present a yearly review of the operations of the Career Center at the second and fourth quarter Board meetings.
3. Workforce Innovation and Opportunity Act (WIOA) performance goals are met or exceeded;
4. Participation in annual monitoring by state and federal officials, and other entities as designated by the Workforce Board, which results in satisfactory or better results;
5. Workforce Board-established performance goals and monitoring outcomes for the Career Center, mutually agreed to by the Lead Operator and the Workforce Board, are met or exceeded;
  - a. The Lead operator will provide the Workforce Board with monthly status reports focused upon the agreed upon goals and outcomes.
6. Submit and meet the measures in the annual business plan that is approved by the Workforce Board and the Chief Elected Official;
7. Successful recertification per WIOA, Commonwealth, and Workforce Board regulations.
8. The initial contract for FY2023 requires the retention of the existing Career Center staff for a period of ninety (90) calendar days commencing on July 1, 2022.

### ***Funding Availability***

In the event that sufficient resources to support the operation of the Career Center are no longer available or otherwise properly terminated, this Agreement shall immediately terminate unless it can be renegotiated upon the mutual consent of both parties. If the Agreement is properly terminated, the Commonwealth of Massachusetts Funding Contract shall also terminate forthwith with the identified fiscal agents for the Career Center.

The Lead Operator will continue to collaborate with its partners to develop and sustain additional resources (public or private) for the purpose of expanding workforce development services through the communities served by the Career Center. The Lead Operator in collaboration with its partners shall anticipate funding needs and provide the earliest possible notice to the Workforce Board of any potential funding need or shortfall.

The Lead Operator shall notify the Workforce Board's Chief Executive Officer (CEO) & Deputy Executive Director (DED) of any workforce development related grants it plans to pursue prior to application. This is only a notification and not a request for permission. Likewise, the Workforce Board and the CEO/City of New Bedford shall notify the Lead Operator of workforce development related grants they plan to pursue. This is only a notification and not a request for permission.

### **COLLABORATIVE MODEL**

The Career Center is an integrated partner with existing organizations which is, supported, monitored, and overseen by the Workforce Board.

The key elements are:

1. The Workforce Board requires a definitive schedule from the Lead Operator as to when a representative will be at the Career Center.
  - The Lead Operator needs to be physically present at the Career Center at least twice a month and for a minimum of four hours at each meeting as well as intermittently in the case of necessity. The Lead Operator agrees to appear upon the reasonable request of the Workforce Board and the Career Center Management Team.
  - The Lead Operator will send a designee to attend the quarterly MOU Core Partner Meetings.
2. The Workforce Board requires for FY23 that the Lead Operator assist the Career Center Management Team with suggestions and solutions in addition to what the Principal Partner is offering to aid in increasing the employment numbers and the upskilling of job seekers to fill the needs of our employers. The Workforce Board requires that the Lead Operator develop a plan to formally present to the Board of Directors at the December 2022 quarterly board meeting.
3. An organizational partnership between the Lead Operator and Principal Partner which will be responsible for services to customers (job and training seekers, businesses, vendors, and other community partners);
4. At the request of the Workforce Board, and other Partners in addition to the mandated partners under WIOA, shall work with the Lead Operator and Principal Partner collaboratively to coordinate the necessary resources, systems, and procedures; to provide services to customers;
5. An integrated management structure is composed of lead personnel from the Lead Operator and Principal Partner, a Career Center Director, and an integrated Career Center Management Team. It is expected that this management structure will build and enhance the collaboration of the operators in building a comprehensive and seamless local workforce system;
6. A commitment to a collaborative model in which staff duties and priorities are developed through a shared recognition, and shared responsibility, in providing quality services to meet customer

- demand and to meeting the accountability and performance standards required by WIOA;
7. Development and implementation of continuous quality improvement activities and methods of measuring performance, and may include adopting and implementing best practices found in other regions, systems, and businesses.

## STATEMENT OF WORK

### ***The Career Center as a Comprehensive American Job Center***

The Career Center as part of the American Job Center (AJC) network as described in 20 CFR §678.305<sup>7</sup>, 34 CFR §361.305<sup>8</sup>, and 34 CFR§ 463.305<sup>9</sup>, shall be a physical location where job seekers and employer customers can access the programs, services, and activities of all mandated Partners (§121(b) (1) (B) of WIOA<sup>10</sup>), along with any additional Partners as determined by the Workforce Board and established by a separate Partner MOU.

The workforce system must include at least one comprehensive physical center in the designated local workforce development area. The Career Center shall reflect and exemplify the characteristics of a high-quality AJC as described in Training and Employment Guidance Letter (TEGL) 04-15<sup>11</sup>, and the United States Department of Education RSA-TAC-15-01<sup>12</sup> and the Office of Career, Technical, and Adult Education (OCTAE) Program Memorandum 15-3<sup>13</sup>.

The Career Center shall reflect a welcoming environment to all customer groups, the staff shall be courteous and helpful to all job seekers, businesses, and others who interact with the Career Center in person, by telephone, or online.

The Career Center must have and provide as their service or a Partner service at a minimum:

1. At least one WIOA Title I staff person physically present at the Career Center;
2. Provide the career services listed in 20 CFR§678.430<sup>14</sup>, 34 CFR §361.430<sup>15</sup>, and 34 CFR §463.430<sup>16</sup> including, but, not limited to initial determinations, outreach, labor exchange services, initial skills assessments, and, referrals;
3. Access to training services described in 20 CFR §680.200<sup>17</sup> including, but, not limited to on-the-job training, occupational skills training, skills upgrading and retraining, etc.;
4. Access to any employment and training activities carried out under 134(d) of WIOA<sup>18</sup> including, but not limited to activities such as incumbent worker training or business services, including fee for businesses services;

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<sup>7</sup> [/20/678.305](#)

<sup>8</sup> [/34/361.305](#)

<sup>9</sup> [/34/463.305](#)

<sup>10</sup> [/113/bills/hr803/BILLS-113hr803enr.pdf](#)

<sup>11</sup> [https://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=6455](https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=6455)

<sup>12</sup> <https://www2.ed.gov/policy/speced/guid/rsa/tac/2015/tac-15-01.pdf>

<sup>13</sup> <https://www2.ed.gov/about/offices/list/ovae/pi/AdultEd/octae-one-stop-vision.pdf>

<sup>14</sup> [/20/678.430](#)

<sup>15</sup> [/34/361.430](#)

<sup>16</sup> [/34/463.430](#)

<sup>17</sup> [/20/680.200](#)

<sup>18</sup> <https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf>

5. Access to programs and activities carried out by the Partners listed in 20 CFR §678.400<sup>19</sup> through §678.410, 34 CFR §361.400<sup>20</sup> through §361.410 and 34 CFR §463.400<sup>21</sup> through §463.410, including the Wagner-Peyser Act ES program; and,
6. Be knowledgeable of the Workforce Board's Regional Blueprint, priority sectors and current labor market information.

Subject to 20 CFR §678.620 (b) (2)<sup>22</sup>, the Lead 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 §107 of WIOA<sup>23</sup>);
- Be responsible for oversight of itself;
- Manage or significantly participate in the competitive selection process;
- Select or terminate career center operators, career services, and youth providers;
- Negotiate local performance accountability measures; or,
- Develop and submit a budget for activities of the local workforce development board in the local area.

An entity serving as a career center operator that also serves a different role within the workforce development system may perform some or all of these functions when it is acting in its other role, if it has established sufficient firewalls and conflict of interest policies and procedures. The policies and procedures must conform to the specifications in 20 CFR § 679.430<sup>24</sup> for demonstrating internal controls and preventing conflict of interest.

#### **Career Center Hours and Service Availability**

Customers must have access to these programs, services, and activities during regular business hours on regular business days (20 CFR §678.305(c)<sup>25</sup>, 34 CFR §361.305(c)<sup>26</sup>, and 34 CFR §463.305(c)<sup>27</sup>. The Workforce Board may choose to establish other service hours to accommodate schedules of career center customers who due to life circumstances are not able to access the Career Center and its services or to deal with the uncertainties associated with COVID-19 pandemic or future pandemics that could disrupt access to the services offered at the Career Center. Some career services may be provided through access to partner programs and activities which may be delivered per 20 CFR §678.305(d)<sup>28</sup>, 34 CFR §361.305(d)<sup>29</sup> and 34 CFR §463.305(d)<sup>30</sup> as follows:

1. Allow for virtual working conditions as of a result of the COVID-19 pandemic;
2. Have program partner staff members physically present at the Career Center;

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<sup>19</sup> [/20/678.400](#), [/20/678.405](#), [/20/678.410](#)

<sup>20</sup> [/34/361.400](#), [/34/361.405](#), [/34/361.410](#)

<sup>21</sup> [/34/463.400](#), [/34/463.405](#), [text/34/463.410](#)

<sup>22</sup> [/text/20/678.620](#)

<sup>23</sup> <https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf>

<sup>24</sup> [/20/679.430](#)

<sup>25</sup> [/20/678.305](#)

<sup>26</sup> [/34/361.305](#)

<sup>27</sup> [/34/463.305](#)

<sup>28</sup> [/20/678.305](#)

<sup>29</sup> [/34/361.305](#)

<sup>30</sup> [/34/463.305](#)

3. Have program partner staff members from other agencies appropriately cross-trained to provide information through their partner programs; and,
4. Make available a direct linkage through technology for program partner staff members to deliver meaningful information or services.

***Roles and Responsibilities: Lead Operator Roles and Functions***

The basic role of the Lead Operator is to coordinate the service delivery of participating partners and service providers. To achieve this, the Lead Operator shall:

1. Provide services or refer services related to the six core AJC network programs:
  - a) Title I Adult, Dislocated Worker, and Youth programs;
  - b) Title II Adult Education and Family Literacy Act program;
  - c) Wagner-Peyser Act Employment Services programs as amended by Title III of WIOA
  - d) Vocational Rehabilitation program as authorized under Title I of the Rehabilitation Act of 1973,
  - e) Amended Title IV of WIOA,
  - f) Other programs as designed by WIOA through Partners;
2. Provide job seekers with the skills and credentials necessary to secure and advance employment with self-sustaining wages for them and their families;
3. Provide access and opportunities to job seekers, including individuals with barriers to employment as defined in WIOA § 3(24)<sup>31</sup>;
4. Enable businesses and employers to easily identify and hire skilled workers and access other human resource assistance including education and training for incumbent workers, assistance with pre-screening applicants, and other forms of business-related assistance;
5. Participate in monitoring and evaluation that supports continuous improvement of the Career Center operations;
6. Ensure that the use of high-quality integrated data informs decisions made by policy makers, employers, and job seekers;
7. Disclose any potential conflicts of interest arising from the relationships of the Lead Operator with particular training service providers or other service providers;
8. In coordinating services and serving as the Lead Operator, refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services;
9. Comply with Federal, State, and Workforce Board regulations, and procurement policies relating to the calculation and use of profits and reporting and submission of its fiscal activities.
10. Facilitate integrated partnerships that seamlessly incorporate services for common customers;
11. Develop and implement operational policies that reflect an integrated system of performance, communication, and case management, and uses technology to achieve integration and expanded service offerings;
12. Organize and integrate services by function (rather than program) where permitted by a program's authorizing statute.

The Lead Operator will ensure that and submit evidence through monitoring of:

1. Career Center staff are trained and equipped in an ongoing learning environment with the skills and knowledge needed to provide superior service to job seekers;
2. Career Center staff are cross-trained as appropriate to increase staff capacity, expertise and efficiency;
3. Career Center staff are routinely trained on their duties, and cross-trained as appropriate, so they

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<sup>31</sup> <https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf>

are keenly aware as to how their particular work function supports and contributes to the overall vision of the local workforce development board area and the broader AJC network.

4. The Lead Operator will provide the Staff at the Career Center with the appropriate digital technologies to support program operations;

### **Basic Career Services**

At a minimum, all of the basic career services described in WIOA §134 (c) (2) (A) (i-xi)<sup>32</sup> and 20 CFR 678.430(a),<sup>33</sup> 34 CFR §361.430(a)<sup>34</sup>, and 34 CFR §463.430(a)<sup>35</sup> must be provided in each local area through the Career Center, including, but not limited to:

- Determination of program eligibility, such as adult, youth, or dislocated programs;
- Outreach, intake, and orientation on other services available in the workforce system;
- Initial assessment of skill levels;
- Labor exchange services including job search and placement assistance;
- Referrals to other relevant programs and services;
- Accurate workforce and labor market intelligence;
- Provision of performance information and program cost information on eligible training providers services;
- Provision of information in usable and understandable formats and languages related to performance accountability measures, supportive services or assistance, and appropriate referrals;
- Assistance in establishing eligibility for financial aid assistance for training and education programs not provided under WIOA;
- Provision of information and assistance regarding filing claims under UI programs.

### **Individualized Career Services**

Career Center staff pursuant to 20 CFR §678.430(b)<sup>36</sup>, 34 CFR §361.430 (b)<sup>37</sup>, and 34 CFR §463.430(b)<sup>38</sup> shall provide individualized career services after a determination by assessment, including, but, not limited to:

- Comprehensive and specialized assessments;
- Development of an individual employment plan;
- Group or individual counseling;
- Career planning;
- Short term pre-vocational services;
- Internships and work experiences linked to careers;
- Workforce preparation activities (34 CFR§463.34)<sup>39</sup>;
- Financial literacy services (WIOA §129(b)(2)(D)<sup>40</sup> and 20 CFR §681<sup>41</sup>);
- Out of area job search assistance and relocation assistance;

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<sup>32</sup> <https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf>

<sup>33</sup> [/20/678.430](#)

<sup>34</sup> [/34/361.430](#)

<sup>35</sup> [/34/463.430](#)

<sup>36</sup> [/20/678.430](#)

<sup>37</sup> [/34/361.430](#)

<sup>38</sup> [/34/463.430](#)

<sup>39</sup> [/34/463.34](#)

<sup>40</sup> <https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf>

<sup>41</sup> [/20/part-681](#)



- English language acquisition programs (34 CFR§ 463.31<sup>42</sup>, 34 CFR §463.35<sup>43</sup>);

**Follow up Career Services**

Pursuant to 20 CFR §678.430(c)<sup>44</sup>, 34 CFR §361.430(c)<sup>45</sup>, and 34 CFR§ 463.430(c)<sup>46</sup> follow-up services must be provided as appropriate for up to twelve (12) months after exit.

**Business Services**

Pursuant to 20 CFR §678.435<sup>47</sup>, 34 CFR §361.435<sup>48</sup>, and 34 CFR §463.435<sup>49</sup> the Career Center will meet the needs of businesses in the local area by developing, offering, and delivery quality business services related to recruiting, retaining, and developing talent for the regional economy. Career center services include, but are not limited to:

- Labor exchange and labor market information as described in 20 CFR §678.430(a)(4)(ii)<sup>50</sup> and (a)(6), 34 CFR §361.430(a)(4)(ii)<sup>51</sup> and (a)(6) and 34 CFR §463.430(a)(4)(ii) and (a)(6)<sup>52</sup>, including, but, not limited to job search and placement assistance, the provision of information on in-demand industry sectors and occupations, provision of information on nontraditional employment, and other related services as detailed under these statutes;
- Customized screening and referral of qualified participants in career and training services to employers;
- Writing and reviewing job descriptions;
- Providing fee-for service activities per 20 CFR §678.440<sup>53</sup>, 34 CFR§ 361.440<sup>54</sup> and 34 CFR §463.440<sup>55</sup> as appropriate and as approved by the Workforce Board including, but, not limited to activities such as customized screening and referral of qualified participants in training services to employers, customized recruitment events, and other related human resource consultant services as detailed under these statutes and as approved by the Workforce Board.

**Certification**

Per certification of AJCs (20 CFR §678.800<sup>56</sup>, 34 CFR§361.800<sup>57</sup> and 34 CFR §463.800<sup>58</sup>), the Career Center shall provide services meeting the quality standards as determined by WIOA, the Commonwealth of Massachusetts, and the Workforce Board. The Career Center shall be certified at least once every two years, with an expectation of an annual certification review by the Workforce Board, and Lead Operator is

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<sup>42</sup> [/34/463.31](#)  
<sup>43</sup> [/34/463.35](#)  
<sup>44</sup> [/20/678.430](#)  
<sup>45</sup> [/34/361.430](#)  
<sup>46</sup> [/34/463.430](#)  
<sup>47</sup> [/20/678.435](#)  
<sup>48</sup> [/34/361.435](#)  
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<sup>56</sup> [/20/678.800](#)  
<sup>57</sup> [/34/361.800](#)  
<sup>58</sup> [/34/463.800](#)

responsible for assisting the Career Center in meeting these standards and participating in the certification process.

### ***Fiscal Responsibilities***

The Career Center shall act in accordance with 2 CFR §200<sup>59</sup>, Massachusetts Workforce Issuances (MWF) 100 DCS 01 series, and other Federal, State, and Local regulations governing sub-recipients and contracting of federal funding awards and grants. The Career Center shall be subject to regular review by the Workforce Board of fiscal responsibilities and activities.

The Workforce Board functions as the Fiscal Agent for the Local Workforce Development Area, and shall serve as the local grant recipient and fiscal agent for the disbursement of the Career Center funds, and shall maintain appropriation and control over cost-allocation and disbursement requests as the Fiscal Agent for the Career Center Operator funding.

The Career Center shall have a cost-reimbursement contract. The Career Center will be reimbursed for allowable actual service delivery costs on a monthly basis as determined by the Workforce Board after submittal and approval of payment vouchers within 15 days of submissions which comply with voucher requirements. The Workforce Board may expand the scope of the contract to include other workforce programs, funding, or requirements as it deems necessary and appropriate.

The Career Center shall submit regular reports, including detailed line-item budgets, reimbursements, and respond to requests for fiscal information by the Workforce Board in a timely and thorough manner.

### ***Budget and Revenues***

The Career Center collaboratively with the Workforce Board shall develop a detailed and integrated budget that reflects all expenses related to the Career Center. A budget will be developed annually based on appropriations from the Commonwealth of Massachusetts and Department of Labor as well as any other additional grants or funding streams.

The Lead Operator will collaboratively work with the Workforce Board to establish a salary scale for all non-union employees. Additionally, the Lead Operator will provide the Workforce Board with documentation of raises or step increases within fourteen (14) days of the award. The Workforce Board upon request shall be provided with copies of yearly performance reviews for Career Center Staff.

The Lead Operator will utilize any and all designated and associated funds available from the ToolingU Virtual Training Grants for the sole purpose to promote the Career Center and increase incentives to access industry specific credentials.

Any revenues above costs generated by the Career Center Operator through use of WIOA grant funds, including interest income or other program generated income, must be reported as program income and used for continued Career Center Operations. The Career Center may not charge companies or individuals eligible for workforce programs a fee for any basic service; however, if the Career Center intends to charge fees for enhanced services to non-eligible individuals and/or businesses, the service and fee structure must be fully described and approved by the Workforce Board.

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<sup>59</sup> <https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200.pdf>

### ***Adoption of Policies***

The Career Center shall be responsible for reviewing, adopting, and maintaining compliance with Federal, State, and Local regulations governing their operations, including, but not limited to Training and Employment Guidance Letters (TEGL), Training and Employment Notices (TENS) and Massachusetts Workforce Issuances (MWF) and shall be subject to review by the Workforce Board for their adoption and compliance with these policies. The Lead Operator will provide the Board with any revisions or addendums to the Standard Operating Procedures (SOP) and policies should be updated to include the adoption of said materials.

### ***Workforce Investment Board***

The Workforce Board in accordance with WIOA shall engage in the following:

1. Issue a competitive procurement process for the Career Center Lead Operator and maintain the Agreement with the Lead Operator;
2. Conduct oversight and monitoring of the Lead Operator on a regular basis of programs and fiscal services;
3. Issue timely invoices and make timely payments and authorize budget modifications consistent with 2 CFR §200<sup>60</sup>;
4. Monitor performance of the Lead Operator in accordance with performance and service deliverables and issue corrective actions as appropriate;
5. Evaluate and approve contract or MOU modifications;
6. Serve as the Fiscal Agent.

### **PERFORMANCE MEASUREMENTS**

The Lead Operator shall meet the performance measurements standards per WIOA and as established by the Commonwealth of Massachusetts, and the Workforce Board, including, but not limited to:

#### ***Customer Service***

1. Reflect a welcoming environment to all customer groups who are served by the Career Center.
  - a. All Career Center staff are courteous, polite, responsive, and helpful to job seekers, businesses, and others who visit the Career Center, either in person or virtual platforms e.g. Zoom, WebEx or by telephone or e-mail.
  - b. The Career Center staff are sensitive to the unique needs of individuals with disabilities and are prepared to provide necessary accommodations in compliance with applicable regulations.
  - c. The Career Center staff complies with WIOA and other applicable program regulations to deliver services.
2. Develop, offer, and deliver quality business services that assist specific businesses and industry sectors in overcoming the challenges of recruiting, retaining, and developing talent for the regional economy.
  - a. To support area employers and industry sectors most effectively, the Career Center staff identifies and has a clear understanding of industry skill needs, identify appropriate strategies for assisting employers, and coordinate business services activities across Career Center Partner programs, as appropriate.
  - b. This includes the incorporation of an integrated and aligned business services strategy among the Career Center Partners to present a unified voice for the Career Center in its communications with employers.

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<sup>60</sup> <https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200.pdf>

- c. Additionally, Career Center uses the WIOA performance measure(s) on effectiveness in serving employers to support continuous improvement of these services.
  - d. To support the local Apprenticeship Integrated Manager (AIM) in finding and attracting qualified and interested job seekers to enter into an apprenticeship with local employers.
- 3. Improve the skills of job seeker and worker customers.
  - a. Career Center offers access to education and training leading to industry-recognized credentials through the use of career pathways, apprenticeships, and other strategies that enable customers, including those with disabilities, to compete successfully in today's global economy.
  - b. Career Center staff provides businesses with access to the quantity and quality of talent they need and support upskill/backfill strategies that expand job opportunities in the community.
- 4. Create opportunities for individuals at all skill levels and levels of experience.
  - a. Providing customers, including those with disabilities, as much timely, labor market, job-driven information and, choice as possible related to education and training, careers, and service delivery options, while offering customers the opportunity to receive both skill-development and job placement services.
- 5. Provide career services that motivate, support and empower customers, including individuals with disabilities, to make informed decisions based on local and regional economic demand and effectively attain their personal employment and education goals.
- 6. Value skill development by assessing and improving each individual's basic, occupational, and employability skills.

***Innovative and Effective Service Design***

- 1. Use an integrated and expert intake process for all customers entering the Career Center that is in compliance with WIOA and other applicable programs, including, but, not limited to, for example, the Reemployment Services and Eligibility Assessment (RESEA) program.
  - a. Ensure that the frontline staff are highly familiar with the functions and basic eligibility requirements of each program, and can appropriately assist customers and make knowledgeable referrals to Partner programs, as needed and as appropriate given the authorized scope of the program.
- 2. Design and implement practices that actively engage industry sectors and use economic and labor market information, sector strategies, career pathways, registered apprenticeships, and competency models to help drive skill-based initiatives.
- 3. Balance traditional labor exchange services with strategic talent development within a regional economy.
  - a. This includes use of market-driven principles and labor market information that help to define a regional economy, its demographics, its workforce and its assets and gaps in skills and resources.
- 4. Ensure meaningful access for all customers.
  - a. The Career Center must be physically and programmatically accessible to all customers, including individuals with disabilities.
  - b. They must be mindful of the need to be consistent with diversity, equity and inclusion (DEI) principles in all that they do.
  - c. In so doing, the Career Center uses principles of universal design and human-centered design, such as flexibility in space usage; the use of pictorial, written, verbal and tactile modes to present information for customers with disabilities or limited English proficiency; providing clear lines of sight to information for seated or standing users; providing necessary accommodations; and providing adequate space for the use of assistive devices or personal assistants.

- d. The Career Center shall use assistive technology and flexible business hours to meet the range of customer needs.
5. Include both virtual and center-based service delivery for job seekers, workers, and employers.
  - a. Both methods of delivery support the talent needs of the regional economy, although each may better serve different customers with different levels of service needs at any given time. The Career Center will expand its reach by delivering robust virtual services; and increasing the accessibility of those services through community partners, such as libraries, community and faith-based organizations, and other partners.
6. Incorporate innovative and evidence-based delivery models that improve the integration of education and training, create career pathways that lead to industry recognized credentials, encourage work-based learning, and use state-of-the-art technology to accelerate learning and promote college and career success.

***Integrated Management Systems and High-Quality Staffing***

1. Reflect the establishment of robust partnerships among partners.
  - a. The Lead Operator creates a Career Center that is an integrated, co-located partnership that seamlessly incorporates services of the core Partners and other Partners as governed by the Partner Memorandum of Understanding (MOU).
2. Organize and integrate services by function (rather than by program); when permitted by a program’s authorizing statute and as appropriate, and by coordinating staff communication, capacity building, and training efforts.
  - a. Functional alignment includes having Career Center staff that perform similar tasks and serve on relevant functional teams, e.g. Skills Development Team, Business Services Team, so that all employees can serve as a Career Center ambassador through knowledge of all functions.
  - b. Service integration focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by cross-functional teams, consistent with the purpose, scope, and requirements of each program.
3. Develop and maintain integrated case management systems that inform customer service throughout the customer’s interaction with the integrated system and allow information collected from customers at intake to be captured once.
  - a. Customer information is properly secured in accordance with personally identifiable information guidelines, and facilitated as appropriate, with the necessary memoranda of understanding or other forms of confidentiality and data sharing agreements, consistent with federal and state privacy laws and regulations.
  - b. Data, however, may be shared with other programs, for those programs’ purposes, within the workforce system, but only after the informed written consent of the individual has been obtained, where required.
  - c. MOSES shall be the mandatory system for data usage, maintenance and reporting.
4. Develop and implement operational policies that reflect an integrated system of performance, communication, and case management, and use technology to achieve integration and expanded service offerings.
5. Use common performance indicators established by WIOA<sup>61</sup> to ensure that federal investments in employment and training programs are evidence-based, labor market driven, and accountable to participants and taxpayers. Center performance is transparent and accountable to the communities

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<sup>61</sup> See TEGL 10-16 for further details on the below performance indicators including clarification on calculations

and regions served; data entry staff are trained and understand the importance of data validation, data collection processes, and the importance of accurate reporting including but not limited to:

- a. Employment Rate– 2<sup>nd</sup> Quarter after exit (non- Title I Youth)
  - b. Employment Rate – 2<sup>nd</sup> Quarter after exit (Title I Youth only)
  - c. Employment Rate – 4<sup>th</sup> Quarter after exit (non- Title I Youth)
  - d. Employment Rate – 4<sup>th</sup> Quarter after exit (Title I Youth only)
  - e. Median Earnings – 2<sup>nd</sup> Quarter after exit (all)
  - f. Credential attainment (Methodology under discussion)
  - g. Measurable Skill Gains (Methodology under discussion)
  - h. Retention with the Same Employer
  - i. Repeat Business Customers
  - j. Employer Penetration Rate
  - k. Other metrics consistent with Career Center Performance Reports
6. Train and equip Career Center staff in an ongoing learning process with the knowledge, skills, and motivation to provide superior service to job seekers, including those with disabilities, and businesses in an integrated, regionally focused framework of service delivery.
- a. All Career Center staff are cross-trained, as appropriate, to increase staff capacity, expertise, and efficiency. Cross-training allows staff from differing programs to understand every program and to share their expertise about the needs of specific populations so that all staff can better serve all customers.
  - b. Ensure that the Career Center staff are trained and are keenly aware as to how their particular function supports and contributes to the overall vision of the local board.
7. Staff the Career Center with highly trained and qualified career counselors, skilled in advising job seekers of their options, knowledgeable about local labor market dynamics, aware of available services inside and outside the Career Center, and skilled in developing customers' skills for employment success. Offer professional development to staff at least once a quarter on these skills.

#### **NO PRESUMPTION OF RENEWAL**

Notwithstanding the above, there shall be no presumption of renewal of this Agreement for subsequent years after the initial one-year term of the contract.

#### **REMEDIES, SANCTIONS AND APPEALS**

##### ***The Goal of Mutual Cooperation***

It is the intent of the parties that problems be avoided, corrected, and resolved by mutual cooperation if that is feasible. The Workforce Board and the Lead Operator and Principal Partner are committed to the continuous quality improvement of services provided to employer and job seeker customers. Identifying and resolving performance problems and customer dissatisfaction is central to continuous quality improvement and all parties shall adopt and maintain a commitment to this approach.

##### ***Performance Review***

The Workforce Board Performance and Oversight Committee will conduct at least three types of reviews of the Lead Operator.

1. Review of written monthly reports submitted to the Workforce Board's Performance and Oversight Committee by the Lead Operator in collaboration with the Principal Partner on performance of the Career Center's programs and fiscal activities which shall also be provided to the Executive Committee.
2. Quarterly reports to the full Board of Directors reviewing all aspects of the performance.
3. The Workforce Board will provide the Lead Operator, Principal Partner and the CEO with oral

and written reports of findings from this process.

***Performance Issues and Corrective Action Plans***

The Lead Operator and Principal Partner shall inform the Workforce Board in writing as soon as possible whenever it appears that a problem or event may occur or be occurring, that could undermine the successful implementation or operation of the Career Center or affiliated facilities, or could lead to the Lead Operator's default under the terms in this Agreement or its funding sources.

If the Workforce Board has a problem or event which is occurring or anticipated, which could undermine the successful implementation or operation of the Career Center, the Workforce Board shall inform in writing the Lead Operator and Principal Partner as soon as possible. In the event of an emergency, telephone, fax and/or email notification is required.

Emergency contacts require response times that shall occur on the same day as the issue or event that is identified. In the event that a primary contact is unavailable, the Lead Operator or the Workforce Board is required to designate back-up personnel who may respond on behalf of the organization.

In those instances when performance and customer problems are identified and remain unresolved, the Workforce Board will consult with the Lead Operator. The Lead Operator will develop a plan in collaboration with the Principal Partner to resolve the problem, inform the Workforce Board of its plan, and take the steps necessary to resolve the problem identified.

If the Workforce Board believes that problems have not been resolved within a reasonable period of time, the Workforce Board shall provide a written notice identifying the problems and requesting resolution within a specified period of time. A copy of the notice will also be provided to the Mayor/CEO, the Executive Office of Labor and Workforce Development and the Department of Career Services. If the Lead Operator is not responsive to this request, the Workforce Board's Performance and Oversight Committee and/or Executive Committee may recommend that the Agreement be terminated.

***Default***

Each of the following events, unless solved within a grace period set forth below or resolved through the appeal process also set forth below, shall constitute a default. Generally, a default by the Lead Operator will occur when there is a breach or failure in the performance of any material term, provision, obligation, or condition of this Agreement, and when such default, breach, or failure continues in effect, or remains uncorrected beyond any applicable notice or grace period provided for in this Agreement.

**Breach of Representation or Warranty.** A default shall occur if any material representation or warranty made by the Lead Operator herein or in the Lead Operator's annual business plan or in any other instrument or document relating to the Career Center shall at any time be materially false or misleading.

**Fraud.** A default shall occur if the Lead Operator is misusing Career Center funds, or deliberately or knowingly charging customers for core services, or otherwise defrauding the Workforce Board or the grant recipient, the Mayor of New Bedford/CEO, or misusing State or Federal funds which are supporting the Career Center as identified by the Commonwealth or the United States Department of Labor.

***Grace Period***

A grace period is the period of time following a default during which the Agreement remains in full force and effect, notwithstanding the default. During the grace period, the Lead Operator has the opportunity to correct the default. There shall be a thirty (30) day grace period (or more days as determined by the Workforce Board

in its sole discretion to be reasonable to correct the default) following written notice to the Lead Operator from the Workforce Board. A copy of the notice will also be provided to the Mayor/CEO and the Department of Career Services and the Executive Office of Labor and Workforce Development. If any such default remains uncorrected upon the expiration of the grace period, the Workforce Board shall be entitled to exercise any or all of its remedies as provided in this Agreement. There is no grace period for default involving breach of representation or warranty or fraud.

## **REMEDIES AND TERMINATION**

### ***Termination of the Agreement by the Workforce Board***

Upon the occurrence of any notified funding issue, ongoing default or any violation as identified and the expiration of any applicable grace period, the Workforce Board shall be entitled, following a vote of concurrence from the Workforce Board's Performance and Oversight Committee and Executive Committee, to terminate this Agreement by delivering written notice of termination to the Lead Operator Board of Directors Chairperson. Upon the delivery of such written notice, the Agreement shall terminate and the Lead Operator shall have no further rights with respect to the implementation or operation of the Career Center. A copy of the notice of termination shall be provided to the Mayor and the Massachusetts Department of Career Services.

In cases of breach of representation or warranty and fraud, the Workforce Board may take immediate action to revoke the Agreement or seek other changes in performance and administration of the Career Center. At the discretion of the Workforce Board or the Lead Operator, sixty (60) days prior to the renewal date of the Agreement, either party can give written notice of non-renewal/termination.

### ***Action by the Commonwealth of Massachusetts***

A copy of the termination notice shall be delivered to the Executive Office of Labor and Workforce Development, Massachusetts Department of Career Services, the Workforce Board's Performance and Oversight Committee, the Workforce Board's Executive Committee, and the Chief Elected Official, so that they may take such action, as they deem appropriate. Upon termination of the Agreement, the Commonwealth of Massachusetts contracts with the Lead Operator will simultaneously terminate.

### ***Termination of the Agreement upon Termination of the Commonwealth of Massachusetts Funding Contract***

Regardless of whether a default has occurred, if the Commonwealth of Massachusetts funding contract is terminated by the Executive Office of Labor and Workforce Development or Massachusetts Department of Career Services, this Agreement shall simultaneously terminate without any requirement of the delivery of written notice of termination by the Workforce Board to the Lead Operator.

In the event of any such termination of the Agreement, the Lead Operator shall not have any further rights with respect to the implementation or operation of the Career Center.

## **APPEAL PROCESS**

If the Lead Operator is notified of the Workforce Board's decision to terminate the Agreement, it shall have two weeks from the receipt of such notice to provide a written appeal to the Workforce Board's Executive Director, the Workforce Board's Performance and Oversight Committee, the Workforce Board's Executive Committee, and the Mayor of New Bedford/CEO. In the case of the Workforce Board's non-renewal / terminating the Agreement upon annual renewal with sixty (60) days ' notice, no appeal will be considered.

Within two weeks of receipt of an appeal, the Chair of the Workforce Board Executive Committee will convene



the Performance and Oversight Committee, the Workforce Board Executive Director, representatives of the Lead Operator, and others as appropriate to consider renewal of the Agreement.

The Workforce Board's Executive Committee will establish processes for gathering information and debating the merits of arguments presented, which process must be approved by the Workforce Board's Executive Committee before proceeding. The Workforce Board's Executive Committee will make its decision concerning Agreement renewal within two weeks of its first meeting.

If the Lead Operator is not satisfied with the decision of the Workforce Board's Executive Committee, an appeal may be made within two weeks in writing to the full Workforce Board and the Mayor of New Bedford/CEO. The Workforce Board and the Mayor shall convene an appeal hearing within two weeks, providing all parties with a description of the process to be used. In that case, the Workforce Board and the Mayor shall hear from the parties and they may consider any information they consider to be relevant, and consider the merits of the appeal until consensus between the Workforce Board and the Mayor is reached.

In the event a consensus between the Workforce Board and the Mayor cannot be reached, the Workforce Board the Mayor's decision to either terminate or to renew or not renew the Agreement shall be controlling.

## **SIGNATURES**

This Agreement is hereby duly executed on July 1, 2022 by:

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Jon F. Mitchell  
Mayor, City of New Bedford

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Mark Douglas  
President and CEO, Arbor E&T, LLC dba Equus Workforce Solutions.

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David Slutz  
Chair, Board of Directors Greater New Bedford Workforce Investment Board, Inc.  
Dba MassHire Greater New Bedford Workforce Board

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James D. Oliveira  
Executive Director and CEO, Greater New Bedford Workforce Investment Board, Inc.  
Dba MassHire Greater New Bedford Workforce Board

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Francis Grey  
Operations Manager  
MassHire Department of Career Services