



Memorandum of Understanding  
For  
PA CareerLink® Partners  
Members of the American Job Center Network  
Located in  
Beaver, Greene, and Washington Counties  
Southwest Corner, Pennsylvania

Implemented: July 1, 2017  
Term: July 1, 2017 through June 30, 2018

Developed by  
**SOUTHWEST CORNER WORKFORCE DEVELOPMENT BOARD**  
*Serving the Pennsylvania Counties of Beaver, Greene and Washington*  
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*The enclosed specifications may be modified as required by  
The Pennsylvania Department of Labor and Industry, the United States Department of Labor,  
Southwest Corner Workforce Development Board Chief Local Elected Officials Board,  
and/or the Southwest Corner Workforce Development Board.*

*Auxiliary aids and services are available upon request to individuals with disabilities.  
Equal Opportunity Employer/Program*

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## 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), to develop and enter into a Memorandum of Understanding (MOU) between the Local Board and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop 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 One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance.

Additionally, the sharing and allocation of infrastructure costs among one-stop partners is 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.

## Memorandum of Understanding

This MOU is executed between the Southwest Corner Workforce Development Board (SCWDB), the PA CareerLink® (Partners), and the Southwest Corner Chief Local Elected Officials (CLEO). They are collectively referred to as the “Parties” to this MOU. SCWDB PA CareerLink® centers are proud members of the American Job Center Network.

This MOU is developed to confirm the understanding of the Parties regarding the operation and management of the PA CareerLink® centers in the Southwest Corner Local Workforce Development Area (SCWDA), which incorporates Beaver, Greene, and Washington Counties in Southwest Pennsylvania. The SCWDB provides local oversight of workforce programming for the SCWDA.

SCWDB, with the agreement of the CLEO, has competitively procured and selected the operator consortium of partner agencies inclusive of Job Training for Beaver County, Inc., Pittsburgh Technical College, and Southwest Training Services, Inc., collectively referred to as “Operators”.

The One-Stop Operating Budget and Infrastructure Funding Agreement establish a financial plan, including terms and conditions, to fund the services and operating costs of the SCWDB PA CareerLink® network. The Parties to this MOU agree that joint funding is an essential foundation for an integrated service delivery system and necessary to maintain the SCWDA’s high-standard PA CareerLink® network.

The Vision, Mission, System Structure, Terms and Conditions, One-Stop Operating Budget, and Infrastructure Funding Agreement outlined herein reflect the commitment of the Parties to their job seeker and business customers, as well as to the overall Southwest Corner community.

## Introduction

Workforce development in today's market must be adaptive to changes in employment markets and labor skills. Add technological advancements and the environment can become even more difficult to traverse. Gone are the days of newspaper classified ads and simple online listings as primary means of employer/employee connections. Social media, online employment websites, and professional talent search companies all stake claim to the "best" choice for employment needs. The Southwest Corner Workforce Development Board believes that the local system provided through the PA CareerLink® centers offers the local expertise and experience to best assist our area employers and job seekers.

SCWDB maintains and is dedicated to maintaining at least one PA CareerLink® center in Beaver, Greene, and Washington Counties. Job placement assistance, education, training and counseling will be offered in order to achieve a skilled workforce and economic development throughout the region. The PA CareerLink® (PACL) system is the "frontline" location where services collocate to fill employer's needs with qualified applicants. PACL succeeds in creating integrated locations and a unified structure and process of proactive, transparent, and effective job seeker and business services, orchestrated by a seamless collaboration of talent development and support agencies.

The purpose of this MOU is to define the expectations of workforce, economic development, education, Commonwealth and all PACL partners operating within the centers to create that unified structure. Partners will be able to collaboratively deliver the vision and mission of the SCWDB to offer the highest quality services and opportunities in a truly collaborative manner, instead of all partners offering their own services underneath a common roof. This collaboration will lead to better experiences, performance, and satisfaction of our common customers, local job seekers and employers.

## Vision

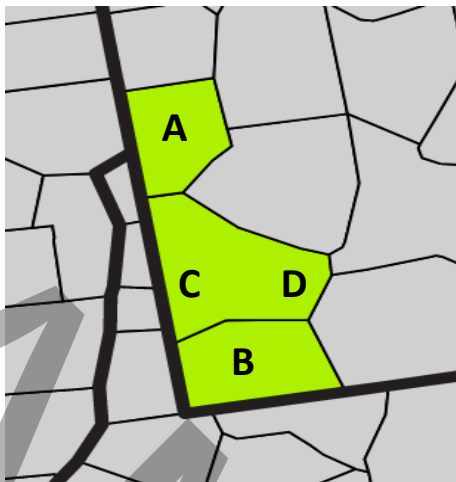
A customer-focused one-stop service system that collaboratively supports local job seekers and employers with the services needed to strengthen and grow local and regional economic markets. Empower local area employers, individuals, and communities to prosper and grow the region's economy through a workforce development system that is inherently customer-centered, seamless, and effective.

## Mission

The mission of the SCWDB is to develop policies, oversee public funds, and procure services that will help employers and job seekers throughout Beaver, Greene, and Washington Counties. The system will be customer-focused and incorporate workforce, education, and social services with common goals and practices.

## System Structure

SCWDB currently operates four (4) comprehensive PA CareerLink® centers. Each center is staffed with multiple programs and service providers working together to meet the needs of job seekers and employers. These centers were established under the Workforce Investment Act of 1998 (WIA) and are continued by the Workforce Innovation and Opportunity Act of 2014 (WIOA).



### A. PA CareerLink® Beaver County

285 Beaver Valley Mall, Route 18  
Monaca, PA 15061  
Phone: (724) 728-4860  
Site Administrator: Dianne Funkhouser  
Email: dfunkhouser@washingtongreene.org

#### Hours of Operation

Monday	8:30am – 4:00pm
Tuesday	10:00am – 4:00pm
Wednesday	8:30am – 4:00pm
Thursday	8:30am – 4:00pm
Friday	8:30am – 4:00pm

### B. PA CareerLink® Greene County

200 Greene Plaza  
Waynesburg, PA 15370  
Phone: (724) 852-2900  
Site Administrator: Terri Cooley-Taylor  
Email: ttaylor@washingtongreene.org

Monday	10:00am – 4:00pm
Tuesday	8:00am – 4:00pm
Wednesday	8:00am – 4:00pm
Thursday	8:00am – 4:00pm
Friday	8:00am – 4:00pm

### C. PA CareerLink® Washington County

Millcraft Center, Suite 150LL  
90 West Chestnut Street  
Washington, PA 15301  
Phone: (724) 223-4500  
Site Administrator: Patricia Brickner  
Email: tbrickner@swtraining.org

Monday	8:00am – 4:30pm
Tuesday	8:00am – 4:30pm
Wednesday	10:00am – 4:30pm
Thursday	8:00am – 4:30pm
Friday	8:00am – 4:30pm

### D. PA CareerLink® Mon Valley

Donora Industrial Park  
570 Galiffa Drive  
Donora, PA 15033  
Phone: (724) 379-4750  
Site Administrator: Patricia Brickner  
Email: tbrickner@swtraining.org

Monday	8:00am – 4:00pm
Tuesday	8:00am – 4:00pm
Wednesday	8:00am – 4:00pm
Thursday	8:00am – 4:00pm
Friday	9:30am – 4:00pm



## One-Stop Operator

SCWDB selected a one-stop operator through a competitive process in accordance with the Uniform Guidance, WIOA and its implementing regulations, and Local procurement laws and regulations. SCWDB requested a consortium-based operator model to operate all PA CareerLink® centers in the workforce area. All documentation for the competitive one-stop operator procurement and selection process is available at the SCWDB main office. The State requires that the one-stop operator is re-competed at least once every four years. Functional details are outlined in the Roles and Responsibilities of Partners section, under One-Stop Operator. The successful operator consortium for the SCWDB includes partner agencies Job Training for Beaver County, Inc., Pittsburgh Technical College, and Southwest Training Services, Inc. The contract for this operator is from July 1, 2017 through June 30, 2021.

## PACL Required Partners

Programs representing the Department of Labor, Department of Education, Department of Health and Human Services, Department of Housing and Urban Development, and Department of Justice have been identified as required partners in all comprehensive PA CareerLink® centers. If present in the local area, the following programs must be represented in each comprehensive center:

- Youth Workforce Investment Activities (WIOA-Title I, Sec. 126)
- Adult/Dislocated Worker Employment and Training Activities (WIOA-Title I, Sec. 131)
- Adult Education and Literacy Activities (WIOA-Title II)
- Vocational Rehabilitation State Grant Programs (Title I of the Rehabilitation Act of 1973, as amended (WIOA Title IV))
- Senior Community Service Employment Program (SCSEP) (Title V of the Older Americans Act of 1965)
- Post-Secondary Career & Technical Education (Carl D. Perkins Vocational & Applied Technology)
- Trade Adjustment Act (TAA) (Title II of the Trade Act of 1974, as amended)
- Jobs for Veterans State Grant Programs (38 U.S.C. Chapter 41)
- Employment and Training Activities carried out under the Community Service Block Grant (Community Services Block Grant Act (42 U.S.C. 9901))
- State Unemployment Compensation Program (Social Security Act of 1935 (Title III, IX and XII) and federal Unemployment Tax Act of 1939)
- Temporary Assistance for Needy Families (Social Security Act, Part A of Title IV)
- Programs authorized under the Wagner-Peyser Act (WIOA Title III)

The following programs are included as required programs, but do not operate in our local area. Referrals to regional providers are available at each center upon request:

- Job Corps (WIOA-Title I, Subtitle C)
- Native Programs (WIOA-Title I, Sec. 166)
- Migrant and Seasonal Farmworker Program (WIOA-Title I, Sec. 167)
- Youth Build Program (WIOA-Title I, Sec. 171)
- Employment and Training Activities carried out by the Department of Housing and Urban Development
- Reintegration of Offenders Programs (Second Chance Act of 2007, Section 212)

Local representatives of these required partners, along with local contacts and MOU signatories,

infrastructure costs, and staffing surveys can be found listed for each PA CareerLink® center in Attachments A-D at the end of this document.

## Terms and Conditions

### Partner Services

At a minimum, PA CareerLink® Partners will make the below services available, as applicable to the program, consistent with and coordinated via the PA CareerLink® network system.

These services have been developed by:

- Southwest Corner Workforce Development Board
- SCWDB Business Development PA CareerLink® Committee

These services have been negotiated and agreed to by:

- SCWDB One-Stop Operator Consortium

These services are aligned with the goals and expectations set forth by:

- Workforce Innovation and Opportunity Act of 2014
- Southwest Corner Chief Local Elected Official Board (CLEO)
- Commonwealth of PA Labor & Industry Bureau of Workforce Development Administration.

Additional services may be provided on a case by case basis and with the approval of the SCWDB, One-Stop Operators and the CLEO Board.

### Roles and Responsibilities of Partners

The Parties to this agreement will work closely together to ensure that all SCWDB PA CareerLink® are high-performing work places with staff who will ensure quality of service. The Parties will also work to ensure that onsite representative of partner organizations are aware of the details and expectations of this MOU.

### All Parties

All Parties to this agreement shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352)
- Section 504 of the Rehabilitation Act of 1973, as amended
- The Americans with Disabilities Act of 1990 (Public Law 101-336)
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor
- 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
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99)
- Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38)
- The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603)
- All amendments to each all requirements imposed by the regulations issued pursuant to these acts.

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.

Additionally, all Parties shall:

- Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section above
- 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
- Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement.

Job Seeker/Business Service Teams:

In each PACL center, teams are developed to focus on service for the two primary customers of PACL operations – job seekers and employers. Partners are strongly encouraged to designate staff to participate on these teams to assist in providing the highest quality of service to the customers.

#### Chief Local Elected Officials

The Southwest Corner Chief Local Elected Official (CLEO) Board consists of the nine County Commissioners from the three-county Southwest Corner Workforce Development Area consisting of Beaver, Greene, and Washington Counties in Pennsylvania. Chairperson and officers of the CLEO Board is on a rotating basis among the counties and officials. All matters pertaining to the Workforce Innovation and Opportunity Act, One-Stop centers, administration of funds, contracting, and oversight is done through the CLEO Board and on its behalf.

**The CLEO will, at a minimum:**

- In Partnership with the SCWDB and other applicable Partners within the planning region, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by all Local WDBs and their Partners, and that incorporates plans for each of the Local areas in the planning region
- Approve the SCWDB budget and cost allocation plans
- Approve the selection of the one-stop operator following the competitive procurement process
- Coordinate with the SCWDB to oversee the operations of the SCWDB Local PA CareerLink® network.
- Designate a Fiscal Agent to act as administrative, fiscal, and staff entity for the WIOA programs and operations of the SCWDB Local PA CareerLink® network.
- CLEO is responsible for approval of PA CareerLink® partners at all centers. In the SCWDB, CLEO will work in conjunction with the SCWDB staff to identify, negotiate, and approve the partners.

#### Southwest Corner Workforce Development Board

The Local WDB ensures the workforce-related needs of employers, workers, and job seekers in the Local WDA and/or the region are met, to the maximum extent possible with available resources. The Local WDB will, at a minimum:

- In Partnership with the CLEO and other applicable Partners within the Local WDA, develop and

submit a Local WDA plan that includes a description of the activities that shall be undertaken by the Local WDB and its Partners, and that aligns its strategic vision, goals, objectives, and workforce-related policies to the regional plan and economy

- In Partnership with the CLEO and other applicable Partners within the planning region, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by all Local WDBs and their Partners, and that incorporates plans for each of the Local areas in the planning region
- In collaboration and Partnership with CLEO and other applicable Partners within the planning region, develop the strategic regional vision, goals, objectives, and workforce-related policies
- In cooperation with the Local CLEO and the other Local WDBs within the regional area, design and approve the PA CareerLink® network structure. This includes, but is not limited to:
  - Adequate, sufficient, and accessible one-stop center locations and facilities
  - Sufficient numbers and providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities)
  - A holistic system of supporting services, and
  - One or more competitively procured one-stop operators.
- In collaboration with the CLEO, designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator(s)
- On direction of CLEO, identify, negotiate, approve partners to co-locate in PA CareerLink® center
- Determine the role and day-to-day duties of the one-stop operator
- Approve annual budget allocations for operation of the PA CareerLink® network
- Help the one-stop operator recruit operational Partners and negotiate MOUs with new Partners
- Leverage additional funding for the PA CareerLink® network to operate and expand one-stop customer activities and resources, and
- Review and evaluate performance of the SCWDB one-stop operator.

#### Southwest Corner Workforce Development Board Staff

Specific responsibilities include, at a minimum:

- Assist the CEO and the SCWDB with the development and submission of a single regional plan
- Support the SCWDB with the implementation and execution of the regional vision, goals, objectives, and workforce-related policies, including all duties outlined above
- Provide operational and grant-specific guidance to the one-stop operator
- Investigate and resolve elevated customer complaints and grievance issues
- Prepare regular reports and recommendations to the SCWDB, and
- Oversee negotiations and maintenance of MOUs with one-stop Partners.

#### One-Stop Operator

The Southwest Corner Workforce Development Board has established performance and scope of work duties for its competitively procured PA CareerLink® One-Stop Operator Consortium. The tasks have been determined to be a mix of administrative and programmatic functions, and operators are expected to track and report as such. The following task breakdown will spell out the scope of work for the operators, as it relates to this contract.

##### **Administrative:**

- Supervision and personnel directions related to Site Administrators
  - Suggestions on salary, time off, and ensuring tasks are being delivered according to Site Administrator job description.

- Recommendations to SCWDB on costs associated with infrastructure and operational costs of each PACL center for the good of all staff (copier, technology, supplies, etc.)
- Managing hours of operation
- Notifying the formal partner leaders immediately of any staff leave requests or unexcused absences, disciplinary needs, or changes in employee status
- Identifying and facilitating the timely resolution of complaints, problems, and other issues

**Programmatic:**

**Most day-to-day tasks for the Operator Consortium will be delivered through the Site Administrator.**

One-stop Operator Consortium will serve as oversight for center functions. Each SCWDB PA CareerLink® center will be staffed by a Site Administrator who will act as “functional leaders” for one-stop-related activities. As such, they will organize Partner staff in order to optimize and streamline service delivery efforts. Formal leadership, supervision, and performance responsibilities will remain with each staff member’s employer of record. The role of the PACL Operators is to direct program activities through the Site Administrators, including:

- Manage daily operations, including but not limited to:
  - Managing and coordinating Partner responsibilities, as defined in this MOU
  - Coordinating daily work schedules and work flow based upon operational needs, and
  - Coordinating staff vacations/unscheduled absences with the formal leader to ensure service coverage by center staff.
- Assist the Local WDB in maintaining the PA CareerLink® network structure. This includes but is not limited to:
  - Ensuring that State requirements for center certification are met and maintained
  - Ensuring that career services (outlined in WIOA sec. 134(c)(2)) are available/accessible
  - Ensuring that SCWDB policies related to program delivery are implemented/adhered to
  - Adhering to the provisions outlined in the contract with the SCWDB Local Plan
  - Reinforcing strategic objectives of the SCWDB to Partners, and
  - Ensuring staff are properly trained by their formal leadership organizations and provided technical assistance, as needed.
- Integrate systems/coordinate services for center and its Partners, prioritizing customer service.
- Oversee process of new partner orientation to all PACL matters, including but not limited to CWDS, JobGateway, Career Resource Center, PACL operations, and daily activities.
- Integrated Workforce Service Delivery, as defined by WIOA, means organizing and implementing services by function (rather than by program), when permitted by a program’s authorizing statute and as appropriate, and by coordinating policies, staff communication, capacity building, and training efforts.
- Functional alignment includes having one-stop center staff who perform similar tasks serve on relevant functional teams, e.g. Job Seeker Team or Business Services Team.
- 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.
- The services are seamless to the customer, meaning the services are free of cumbersome transitions and there is a smooth customer flow to access the array of services available in the workforce center.
- Coordinate partner, program, and PA CareerLink® network performance. This includes but is not limited to:
  - Providing and/or contributing to reports of center activities, as requested by the SCWDB

- Providing input to the formal leader (partner program official) on the work performance of staff under their purview
- Collaborating with SCWDB on efforts designed to ensure the meeting of program performance measures, including data sharing procedures to ensure effective data matching, timely data entry into the case management systems, and coordinated data batch downloads (while ensuring the confidentiality requirements of FERPA, 34 CFR 361.38, and 20 CFR part 603),
- Ensuring open communication with the formal leader(s) in order to facilitate efficient and effective center operations,
- Evaluating customer satisfaction data, proposing service strategy changes based on findings.

Competitively-procured one-stop operator **will not** assist in the development, preparation and submission of Local Plans. They cannot manage or assist in future competitive processes for selecting operators or select or terminate one-stop operators, career services providers, or Youth providers. The operator cannot negotiate local performance accountability measures or develop and submit budgets for activities of the SCWDB. SCWDB is responsible for the negotiated performance measures, strategic planning, budgets, and one-stop operator oversight (including monitoring).

#### PA CareerLink® Center Partners

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement. Partners will further promote system integration to the maximum extent feasible through:

- Effective communication, information sharing, and collaboration with the one-stop operator
- Joint planning, policy development, and system design processes
- Commitment to the joint mission, vision, goals, strategies, and performance measures
- The design and use of common intake, needs assessment, referral, and case management processes for PA CareerLink® center customer service
- The use of common and/or linked data management systems and data sharing methods, as appropriate
- Leveraging of resources, including other public agency and non-profit organization services,
- Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

#### Professional Conduct

Regardless of role within the PA CareerLink® center, all roles ultimately touch the lives of many. Interactions with a wide range of internal and external customers and in each contact and conversation position partners as the face of PACL. All customers, co-workers and partners rely on customer service quality, courtesy and professionalism. As a result, it is the expectation that every member of the PACL team hold high standards of conduct as a professional capable of meeting the needs and expectations of customers and the public at large.

Partners must conduct themselves according to the highest ethical standards and promote an environment of public trust that is free from conflicts of interest, fraud, abuse of authority, and misuse of public property. Behaviors, actions, or language constituting workplace harassment and/or workplace violence. Any such conduct or behavior is a violation of state and federal laws. As a team, we should all strive to provide exemplary service to all customers, and respond to requests for assistance



and other inquiries in a timely manner. Team members are responsible to customers, but also to fellow team members. Primary supervision for each partner staff will remain with his/her employer of record. All partner agencies agree to PACL participation and functional leadership by the PACL site administrator, which in this instance is supervision related to the goals of the PA CareerLink® network and the partner agency. PACL center partners should work as a team for the good of the PACL and our customers, celebrate each other's achievements to promote the success of our center, and be receptive to constructive feedback. If providing feedback do so in a healthy, constructive and positive manner.

Written safety, evacuation, and emergency documentation should be available at all centers. Evacuation drills should be practiced annually. Partners should be aware of all PACL Emergency Response Procedures, Fire Exits, and phone call contacts in the case of an emergency. Use good judgment in decision-making and follow safety guidelines where appropriate. If there is a question on the appropriate course of action, clarify the question with the site administrator before proceeding. Additional team member conduct expectations include:

#### Professionalism

- Represent the PACL and your organization in a professional manner
- Report to PACL site properly attired and with good hygiene.
- Seek professional and personal growth opportunities. Attend training to expand institutional knowledge such as staff meetings, cross-partner workshops, and state or SCWDB sponsored trainings
- Be conscious of security risks to customer PII, and take all precautions to lock or logoff computers when away from office or workstation.

#### Communications

- Personal devices, including cell phones, laptops, and/or tablets are to be used on personal time and should **never** be used in a customer service area
  - In meetings, all personal cell phones should be off; business cell phones should be silent and not answered.

#### Smoking Policy

- It is the policy of SCWDB PA CareerLink® to prohibit smoking on all PACL premises in order to provide and maintain a safe and healthy work environment for all employees. The law defines smoking as the "act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind." PACL policy also includes e-cigarettes and vaping mechanisms.
- Smoking must be done within designated smoking areas, and no fewer than 50 feet from the front entrance to the PACL. Partners are asked to adhere to this policy.

#### Accountability

- Take care of personal needs and business during your breaks and lunch period
- Notify supervisors as far in advance as possible when a deadline may be missed or if partners will not be in the center on a particular time or day.

#### Data Sharing

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.

Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth 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.

All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

- Customer PII will be properly secured in accordance with the partner's employer agency and/or SCWDB's policies and procedures regarding the safeguarding of PII.
- The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- All personal information contained in OVR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- Customer data may be shared with other programs, for those programs' purposes, within the PA CareerLink® network only after the informed written consent of the individual has been obtained, where required.
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- All data exchange activity will be conducted in machine readable format, i.e. HTML or PDF, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 USC§794 (d)).

All one-stop 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, including FERPA-protected education records, confidential information in UI records, and personal information in OVR records.

### 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, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all of the other Parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII 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 PII 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. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments 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 of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in OVR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

### Referrals

The primary principle of the needs assessment tools and referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree to:

- 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 SCWDA PA CareerLink® network**
- Develop materials summarizing their program requirements and making them available for Partners and customers
- Familiarize themselves and utilize the SCWDB endorsed Needs Assessment Tools to ensure proper data collection from all potential SCWDB PA CareerLink® network customers
- Provide substantive referrals – in accordance with the SCWDB training and best practices – to customers who are eligible for supplemental and complementary services and benefits under partner programs
- Regularly participate in evaluations of the referral process, including the use of customer satisfaction surveys
- Commit to robust and ongoing communication required for an effective referral process
- Commit to participating in entering services to the PA CareerLink® network system of record (CWDS) in able to ensure proper documentation of customer contacts, updates, and outcomes, and
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

### Accessibility

Accessibility to the services provided by the PA CareerLink® system and all Partner agencies is essential to meeting the requirements and goals of the SCWDB PA CareerLink® 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.

#### Physical Accessibility

The PA CareerLink® one-stop 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, taking into account 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.

### Virtual Accessibility

The SCWDB will work with the PA Workforce Development Board to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use “clear Government communication that the public can understand and use” and all information kept virtually will be updated regularly to ensure dissemination of correct information.

Partners should either have their own web presence via a website and/or the use of social media, or work out a separate agreement with the SCWDB to post content through its website.

### Communication Accessibility

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All Partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments. The SCWDB, and individual PA CareerLink® centers have communication plans and tools to remain inclusive of all potential customers.

### Programmatic Accessibility

All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran’s status, or on the basis of any other classification protected under state or federal law. Partners must assure 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. All Partners will cooperate with compliance monitoring that is conducted at the Local level to ensure that all PA CareerLink® 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, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. The SCWDB, and individual PA CareerLink® centers have communication plans and tools to remain inclusive of all potential customers.

### Outreach

The SCWDB and its Partners will develop and implement a strategic outreach plan that will include, at a minimum:

- Specific steps to be taken by each partner
- An outreach plan to the region’s human resources professionals
- 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
- A plan for messaging to internal audiences
- An outreach tool kit for Partners
- Regular use of social media
- Clear objectives and expected outcomes, and
- Leveraging of any statewide outreach materials relevant to the region.

### Monitoring

The SCWDB 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:

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

All Parties to this MOU should expect regular programmatic monitoring to be conducted by each of the above entities, as appropriate.

### Non-Discrimination and Equal Opportunity

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.

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

All Parties to this MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or

damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. 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 the SCWDB and the PA CareerLink® one-stop operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the SCWDB or the PA CareerLink® one-stop 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 C.F.R. 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) and 2 CFR part 180 and 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.

### Priority of Service

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 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. 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.

### 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 Limitations

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, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), 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 will be construed, interpreted, and enforced according to the laws of the Commonwealth of Pennsylvania. 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.

## Steps to Reach Consensus

### *Notification of Partners*

The SCWDB Chair and/or SCWDB Director must notify 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. All partners will meet and negotiate terms before drafting the final MOU.

### *Kickoff Meeting*

The SCWDB Chair and/or SCWDB Director is responsible for convening all required and optional PA CareerLink® Partners to formally kick-off negotiations, and to ensure that, at a minimum, all PA CareerLink® Partners from all counties within SCWDA are appropriately represented. The kickoff meeting should take place no later than within four (4) weeks of notification as it must be hosted in a timely manner to allow for all steps to be conducted in good faith and in an open and transparent environment.

At the kickoff meeting, the SCWDB Chair and/or SCWDB Director must provide a detailed review of all relevant documents, facts, and information and ensure all Parties have sufficient time to ask questions or voice concerns and are fully aware of expectations and the overall process.

### *Negotiations*

Over the course of the four (4) weeks following the formal kickoff meeting, Partners must submit all relevant documents to the SCWDB Chair and/or SCWDB Director to begin the drafting of the MOU. During this time frame, additional formal or informal meetings (informational and negotiation sessions) may take place, so long as they are conducted in an open and transparent manner, with pertinent information provided to all Parties.

### *Draft MOU*

Within six (6) weeks of the kickoff meeting, the SCWDB Chair and/or SCWDB Director must email a complete draft of the MOU to all Parties.

### *Review and Comment*

Within three (3) weeks of receipt of the draft MOU, all Parties must review and return feedback to the SCWDB Chair and/or SCWDB Director. It is advised that each Party also use this time to allow their respective Legal Departments to review the MOU for legal sufficiency. It is the responsibility of the SCWDB Chair and/or SCWDB Director to ensure all PA CareerLink® Partners to the MOU are aware of the comments and revisions that are needed.

### *Finalized Draft*

The SCWDB Chair and/or SCWDB Director must circulate the finalized MOU and secure Partner signatures within four (4) weeks of receipt of feedback. The WIOA MOU will be considered fully executed once all signatories have reviewed and signed, and a signed copy has been returned to all Parties.

If determined that a Partner is unwilling to sign the MOU, then the SCWDB Chair, SCWDB Director, and/or SCWDB One-Stop Operators must ensure that the dispute resolution process is followed.

### *Dispute Resolution*

The following section details the dispute resolution process designed for use by the Partners when unable to successfully reach an agreement necessary to execute the MOU. (Note: This is separate from the SCWDA Customer Grievance and Complaint Management Policy.) A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the Local SCWDB Chair, SCWDB Director, and SCWDB Operators (on behalf of the CLEO) to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process.

- All Parties are advised to actively participate in Local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.
- 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 SCWDB Chair, SCWDB Director, and SCWDB Operators and all Parties to the MOU regarding the conflict within 30 business days.
- The SCWDB Chair, SCWDB Director, and SCWDB Operators shall place the dispute on the agenda of a special meeting of the SCWDB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the Executive Committee members present.
- The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies.
- 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.
- The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.
- The SCWDB Chair, SCWDB Director, and SCWDB Operators will contact the petitioner and the



appropriate Parties to verify that all are in agreement with the proposed resolution.

### Modification Process

Modifications to the MOU, RSA, or IFA can be done once per duration of the MOU (Program Year July – June). Modifications will be effective in January 1 of the program year.

#### Discussion/Negotiation

Upon notification, SCWDB Chair and/or SCWDB Director must ensure that discussions and negotiations related to the proposed modification take place with Partners in a timely manner and as appropriate.

Depending upon the type of modification, this can be accomplished through email communications of all the Parties. If the proposed modification is extensive and is met with opposition, the SCWDB Chair and/or SCWDB Director 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 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 SCWDB, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, the SCWDB Chair and/or SCWDB Director presents the agreement as a proposed modification to the MOU, and the remaining steps are followed.

If determined that a Partner is unwilling to agree to the MOU modification, SCWDB Chair and/or SCWDB Director must ensure that the process in the Dispute Resolution section is followed.

#### 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). For specific changes in levels of partnership, notification from the partner must occur 90-days prior to submission (i.e. before September 30 of each year). This notification must be done in writing to SCWDB. For cost changes, if the change to overall cost increases total budget 5% or less, an email approval from partners will be sufficient. Any increases to total budget over 5% will require new signature pages for the MOU. Budget line item changes of 10% or less that do not change overall costs (moving costs between line items) do not require partner approval. Budget line item adjustments over 10%, but that still do not change overall costs for partners can be approved by partner email notification.

**30-days prior to the end of the term of the MOU, it is requested that partners inform SCWDB of their intentions to remain as a partner for upcoming years.**

#### Signatures

The SCWDB Chair and/or SCWDB Director must immediately circulate the MOU modification and secure Partner signatures within four (4) weeks. 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 SCWDB Chair, SCWDB Director, and/or SCWDB One-Stop Operators acquires signatures of each party and provides a complete copy of the modification with each party's signature to all the other Parties.

### Effective Period

This MOU is entered into and becomes effective on July 1, 2017, upon signing by the final signatory below and must terminate on June 30, 2018, unless any of the reasons in the Termination section above apply. The process within the MOU will be annually repeated for all partners.

### Termination

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

- All Parties mutually agree to terminate this MOU prior to the end date.
- 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. Any party unable to perform pursuant to MOU due to 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.
- WIOA is repealed or superseded by subsequent federal law.
- Local area designation is changed under WIOA.
- A party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the SCWDB Chair, SCWDB Director, and/or SCWDB One-Stop Operators specifying such breach in reasonable detail. In such 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.

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.

Any party may request to terminate its inclusion in this MOU by following the modification process identified in the Modification Process section above. The MOU will be reviewed prior to the end of the term and partner signature approval process repeated annually.



## Resource Sharing Agreement

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the SCWDB local PA CareerLink® system. The Parties to this MOU agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the Resource Sharing Agreement (RSA) is to develop the overarching parameters in establishing a funding mechanism that:

- 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,
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
- Ensures that costs are appropriately shared by PA CareerLink® Partners by determining contributions based on the proportionate use of the one-stop 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 Partners consider this RSA the master budget that is necessary to maintain the SCWDB's high-standard PA CareerLink® system. Furthermore, the RSA will be the actual document that assigns each partner's shared cost, or contribution, of funding the SCWDB local PA CareerLink® system pursuant to the provisions of this MOU and its subparts. The RSA will be recognized as an addendum to this MOU and that all parties may announce their consensus of the RSA through the exchange of correspondence between the local board and partners or by some other agreed upon procedure. Such agreed upon amendments, or modifications, will become part of this MOU. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA)),
- Additional Costs (career services and shared services)

All costs will be allocated according to Partners' proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The PA CareerLink® RSA 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.

**Detailed RSAs can be found for each PACL, partner, and cost category in Attachments A-D.**

## RSA Process

At the beginning of the calendar year, SCWDB will provide the PA CareerLink® operator preliminary shared costs based upon actual figures from the prior year or sound estimates of these costs. SCWDB will work with BWDA to estimate available state partner funds. SCWDB will work with PA CareerLink® operator to collect, compile, and analyze a preliminary statement of benefits as it relates to the RSAs and the identification of all shared costs at each PACL site. SCWDB and Operators will assign dollar values and validate appropriate methodologies for assigning a fair share of allocable PACL costs. Prior to May of each year, the finalized shared costs will then be entered into the RSA and approved by the PA

CareerLink® operator (like the RSA, the lead PA CareerLink® operator members must sign the RSA) and attached to the RSA as an Addendum. The PA CareerLink® Operator consortium will publicly meet to vote and adopt the RSA and/or any modifications. The meeting must have written minutes and detail the actions taken by the PA CareerLink® operator. The RSA, and any modifications, must be submitted to BWDA as they occur. The Deputy Secretary for Workforce Development has appointed the Director of the Bureau of Workforce Partnership and Operations (BWPO) as the partner and sole signatory for RSA's for BWPO partner funds. Once these meetings are complete and the RSA is executed, RSA must be submitted to BWDA for review and concurrence. This will occur before the end of June.

### Cost Allocation Methodology

Within the one-stop system, a variety of allocation methods may be used as agreed upon by the partners, which reflect the best measure of benefit received by the partner programs. The following methods used in this MOU are outlined in a table below.

All Partners in the SCWDB PA CareerLink® are physically co-located in the one-stop center(s) as outlined in the Partner On-Site Representation Schedule section of the MOU, with the following exceptions:

Required Partners	Additional Partners
Unemployment Insurance	Dress for Success
Commission of Native American Affairs (not in area)	Washington County Probation
Job Corps (not in area)	Greene County Probation
Second Chance (not in area)	
HUD Employment Training (not in area)	

These partners/programs are linked virtually through online service access to a program staff member via PA CareerLink® center resource rooms and through cross-trained front desk staff and other, physically co-located, partner staff who can provide information and referrals. The UI program, as a required partner, must contribute to the cost of infrastructure and certain additional services. The Commission of Native American Affairs (representing INA) is strongly encouraged, but not required, to contribute to the cost of infrastructure and certain additional services. In the spirit of collaboration and inclusion, the Commission of Native American Affairs is contributing its fair share. Even if not physically co-located within the PA CareerLink® Centers, a significant number of UI customers and a small number of INA customers use the local PA CareerLink® system to access services such as:

- Using resource room computers to file UI claims, conduct work searches, and communicate with off-site program staff,
- Using resource room staff assistance for the above services and for general information,
- Using other resource room equipment such as copiers, scanners, fax machines, or assistive technology for individuals with disabilities,
- Obtaining labor market information,
- Attending reemployment workshops,
- File grievances or appeals, etc.

The SCWDB is currently using 2 of the 3 available allocation models – as outlined below – to determine overall Partner contributions assigned on the RSA. This was done in an effort:

- To remedy the imbalance of non-physically represented Partners, and
- To comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the one-stop center(s) and relative benefit received.

This table shows each Partner's percent allocation (broken down by methodology), which determines their annual contribution to the cost of operating the PA CareerLink. These methodologies are primarily based on partner full time equivalents (FTEs), as provided on the PA CareerLink Staffing Survey accompanying the RSA.

PA CareerLink® Beaver County

Program / Authorization	Partner Name / Acronym	Square Footage (based on % of Staff #1)	% of Square Footage	Number of Staff #1	% of Staff #1	Non State Connections to State L.A.N.	% of Non-State Connections to State L.A.N.
		75	100.00%	12.7	100.000%	1	100.00%

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### Cost Reconciliation and Allocation Base Update

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

- Partners will provide the SCWDB with the following information no later than thirty (30) days after the end of each quarter, as applicable:
  - Quarterly cost information and documentation of the actual costs,
  - Updated staffing information (per the 1st day of a new program year and the 1st day of each subsequent quarter), and
  - Actual customer participation numbers (per the last day of the last month of each quarter).
- Upon receipt of the above information, the SCWDB and Fiscal Agent, will provide a RSA – Financial Status Report on or before 45 days after the end of the quarter.

## Infrastructure Funding Agreement (IFA)

PA CareerLink® Center infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the PA CareerLink®, including, but not limited to:

- Rental of the facilities
- Utilities and maintenance
- Equipment, including assessment-related products and assistive technology for individuals with disabilities
- Technology to facilitate access to the American Job Center, including technology used for the center's planning and outreach activities.

All Parties to this MOU and IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the PA CareerLink® 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.

### Partners

Partners funding the costs of infrastructure according to this IFA are the same as identified in the Partners section of the MOU.

### Infrastructure Budget

The chart below is specific to the 'infrastructure cost' category (detailed budgets are included for each PA CL center in Part B-1 of Attachments A-D).

Cost Pool	Cost Item	Beaver County	Greene County	Washington County	Mon Valley	Total
Facilities Costs	Rent (Direct and Shared), Utilities					
Technology Costs	Phone, LAN, Copier, Supplies, ADA/LEP Accommodations					
Common Identifier Marketing Costs	Signage					
Total						

### Cost Allocation Methodology

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, subpart Resource Sharing Agreement.

### Cost Reconciliation and Allocation Base Update

All Parties agree that the cost reconciliation and allocation base update for this IFA will be the same as described in the Cost Reconciliation and Allocation Base Update section of the MOU, subpart Resource Sharing Agreement.

### Steps to Reach Consensus

All Parties agree that the steps to reach consensus for this IFA will be the same as described in the Steps



to Reach Consensus section of the MOU. Partners will make a concerted effort to negotiate the IFA along with the remainder of the MOU, including the overall operating budget, for the SCWDB Local WDA American Job Center network.

### Dispute and Impasse Resolution

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. Should informal resolution efforts fail, the process outlined in the Dispute Resolution section of the MOU must be followed.

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.

- *Step 1: Notice of failure to reach consensus given to the Governor*

If the Parties cannot reach consensus on methods of sufficiently funding a one-stop center's infrastructure costs and the amounts to be contributed by each Local Partner program, the SCWDB Local WDB is required to notify the Governor. Notification must be given to the Governor by March 31 of each year the MOU is negotiated.

- *Step 2: Negotiation materials provided to the Governor*

The SCWDB Chair (on behalf of the CLEO) 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 ten (10) business days thereafter. At a minimum, the SCWDB Chair (on behalf of the CLEO) must provide to the Governor:

- The local WIOA plan,
- The cost allocation methodology or methodologies proposed by the Partners to be used in determining the proportionate share,
- The proposed amounts or budget to fund infrastructure costs,
- The amount of Partner funds included,
- 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),
- Any proposed or agreed on American Job Center budgets (for individual centers or a network of centers), and
- Any partially agreed upon, proposed, RSA or RSAB.
- Any partially agreed upon, proposed, or draft IFAs.

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

- *Step 3: Governor Determinations and Calculations*

The Governor will:

- Determine one-stop center infrastructure budget(s),
- Establish cost allocation methodology(s),
- Determine Partners' proportionate shares,
- Calculate statewide caps,
- 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 SCWDB Chair of the final decision and provide a revised IFA for execution by the Parties.

- *Step 4: Infrastructure Funding Agreement Execution*

The Infrastructure Funding Agreement 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.

## Modification Process

All Parties agree to abide by the process for modification, as outlined in the Modification Process section of the MOU. Note: Modification processes for subparts of this MOU (e.g. RSA) may differ than the procedures under the MOU.

## Effective Period

This IFA is entered into and becomes effective on July 1, 2017, upon signing by the final signatory below and must terminate on June 30, 2018, unless any of the reasons in the Termination section of the MOU apply. The process within the MOU will be annually repeated for all partners.

## Definitions

### One-Stop Delivery System

The one-stop delivery system (herein also referred to as the PA CareerLink® Service Delivery System) brings together workforce development, educational, and other human resource services in a seamless customer-focused service delivery network that enhances access to the programs' services and improves long-term employment outcomes for individuals receiving assistance. One-stop Partners administer separately 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)]

### Required One-Stop Partners

#### Department of Labor

- WIOA title I programs: Adult, Dislocated Worker, and Youth formula programs;
- Job Corps;
- YouthBuild;
- Native American programs;
- Migrant Seasonal Farmworkers (MSFW) that includes the National Farmworker Jobs Program (NFJP);
- Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III;
- Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965;
- Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974;
- Unemployment Compensation (UC) programs;

- Jobs for Veterans State Grants (JVSG) programs authorized under chapter 41 of title 38, U.S.C.;
- Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO)) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169;

#### Department of Education

- Adult Education and Family Literacy Act (AEFLA) program, authorized under WIOA title II;
- Career and technical education programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins);
- The State Vocational Rehabilitation (VR) Services program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA title IV;

#### Department of Housing and Urban Development

- Employment and training programs;

#### Department of Health and Human Services

- Employment and training activities carried out under the Community Services Block Grant (CSBG) programs (42 U.S.C. 9901 et seq.); and
- Temporary Assistance for Needy Families (TANF) program authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), unless exempted by the Governor under 20 CFR 678.405(b).

*[WIOA sec. 121(b)(1)(B); 20 CFR 678.400-405; 34 CFR 361.400-405, and 34 CFR 463.400-405]*

#### Additional One-Stop Partners

Other entities that carry out a workforce development program, including Federal, State, or Local programs and programs in the private sector, may serve as additional Partners in the local PA CareerLink® service delivery system if the Local WDB and chief elected official(s) approve the entity's participation.

Additional Partners may include 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 One-Stop Delivery System (p. 7)]*

#### Infrastructure Costs

Non-personnel costs that are necessary for the general operation of the one-stop center, including but

not limited to applicable facility costs (such as rent), costs of utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities. Common identifier costs may be considered as costs of one-stop infrastructure.

*[WIOA sec. 121(h)(4); 20 CFR 678.700(a)-(b); 34 CFR 361.700(a)-(b); and 34 CFR 463.700(a)-(b)]*

### Additional Costs

Shared operating costs and shared services costs may include costs of shared services that are authorized for and may be commonly provided through the one-stop Partner programs, including initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services, referrals to other one-stop 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 One-Stop Delivery System (pp. 4-5, Attachment II)]*

### Resource Sharing Agreement (RSA)

The resource sharing agreement (RSA) of PA CareerLink® service delivery system is the financial plan that the one-stop partners, the CEO, and the Local 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 one-stop system and the operating costs of such system will be funded, including the infrastructure costs for the one-stop system (WIOA sec. 121(c)(2)(A) and 20 CFR 678.500(b)).

The RSA may be considered the master budget that contains a set of resource sharing components that consist of costs specifically identified in the statute: infrastructure costs, 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 one-stop delivery system and do not constitute infrastructure costs. These additional costs are described in WIOA sec. 121(i). The resource sharing agreement must be periodically reconciled against actual costs incurred and adjusted accordingly. This reconciliation helps to ensure that the budget reflect a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to the partner's use of the one-stop center and relative benefit received. The one-stop operating budget may be further refined by the one-stop partners, as needed, to assist in tracking their contributions. It may be necessary at times to separate the budget of a comprehensive one-stop center from a specialized one-stop center or an affiliate one-stop center.

One-Stop operating costs include infrastructure costs and additional costs, which are made up of applicable career service, shared operating costs and shared services.

*[TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 3-4)]*

### Infrastructure Funding Agreement (IFA)

The IFA contains the infrastructure costs budget that is an integral component of the overall resource sharing agreement. The other component of the one-stop 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, a resource sharing agreement would be incomplete if any of these cost categories were omitted, as all components are necessary to maintain

a fully functioning and successful local one-stop delivery system. Therefore, the Departments strongly recommend that the Local WDBs, one-stop partners, and CLEOs negotiate the IFA, along with additional costs when developing the operating budget for the local one-stop system. The overall one-stop 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 Local WDB may negotiate an umbrella IFA or individual IFAs for one or more of its one-stop centers.

The Departments also consider it essential that the IFA include the signatures of individuals with authority to bind the signatories to the IFA, including all one-stop partners, CLEO, and Local WDB participating in the IFA.

Changes in the one-stop Partners or an appeal by a one-stop partner's infrastructure cost contributions will require a renewal of the MOU.

*[TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 17-18 and Attachment II)]*

## Funding Types

### Cash

- Cash funds provided to the Local WDB or its designee by one-stop Partners, either directly or by an interagency transfer, or by a third party.

### Non-Cash

- Expenditures incurred by one-stop Partners on behalf of the one-stop center; and
- Non-cash contributions or goods or services contributed by a Partner program and used by the one-stop center.

### Third-Party In-Kind

- Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop Partner to:
  - Support the one-stop center in general; or
  - Support the proportionate share of one-stop 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 Objectives

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 measure 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 2 CFR §§ 200.44 Final cost objective and 200.60 Intermediate cost objective. *[2 CFR 200.28]*

## Part A: Program Representation/Signatories

*The following required partners are not located in the SCWDB service region and therefore not represented in the local service system. Referrals to neighboring service providers are available upon request: Job Corps; Native Programs; Migrant and Seasonal Farmworker Program; Youth Build Program; Employment and Training Activities carried out by the Department of Housing and Urban Development; Reintegration of Offenders Programs;*

## Part B-1: Infrastructure Funding Agreement (Totals)

Cost Category	Cost Item	Fronted Cost State / Non-State	Method of Allocation	Total Annual Budget
<b>INFRASTRUCTURE COSTS</b>				
<b>Facilities Costs</b>				
Rent - Shared	10,348 sq. ft @ \$10.143	Non State	Staff #1	
Rent - Direct / Program Income (DCED)	Rent Contribution	Non State	Direct Charge	
Rent - Direct (UC)	75 sq. ft. @ \$10.143 per sq. ft.	Non State	Square Footage	
Facility Utilities & Maintenance	Utilities & Contracted Maintenance Services	Non State	Staff #1	
<b>Technology Costs</b>				
Telephone	Local connection lines and service	Non State	Staff #1	
State L.A.N. Connection - CRC	10 PCs @ \$45 & 1 Printer @ \$20 each per month	State	Staff #1	
State L.A.N. Connection - Non State Devices	1 PCs @ \$25 each per month	State	Non State Connections	
Technology Costs	Technology Related Items	Non State	Staff #1	
Copier/Multifunction Device	Lease	Non State	Staff #1	
Office Supplies - State	General Office Supplies	State	Staff #1	
Miscellaneous	Misc.	Non State	Staff #1	
Reasonable Accommodations	ADA/LEP	Non State	Staff #1	
<b>Common Identifier Marketing Costs</b>				
Signage	New AJC Outreach	State	Staff #1	
<b>TOTAL INFRASTRUCTURE COSTS</b>				
<b>ADDITIONAL COSTS</b>				
<b>Shared Services</b>				
Operator	Staff Related Costs	Non State	Staff #1	
Site Manager	Staff Related Costs	Non State	Staff #1	
Greeter	Staff Related Costs	Non State	Staff #1	
<b>Shared Career Services</b>				
		State/Non State	Staff #1	
<b>TOTAL ADDITIONAL COSTS</b>				
				\$
<b>TOTAL INFRASTRUCTURE / ADDITIONAL COSTS</b>				
UC ADDITIONAL CONTRIBUTION/PROGRAM INCOME			Staff #1	
<b>ADJUSTED TOTAL COSTS</b>				
PREVIOUS INFRASTRUCTURE / ADDITIONAL COSTS BUDGET				
DIFFERENCE				

## Part B-2: Infrastructure Funding Agreement (By Partner)

Cost Category					
<b>INFRASTRUCTURE COSTS</b>					
<b>Facilities Costs</b>					
Rent - Shared					
Rent-Direct/Prg Income (DCED)					
Rent - Direct (UC)					
Facility Utilities & Maintenance					
<b>Technology Costs</b>					
Telephone					
State L.A.N. Connection - CRC					
State L.A.N. Connection - Non State Devices					
Technology Costs					
Copier/Multifunction Device					
Office Supplies - State					
Miscellaneous					
Reasonable Accommodations					
<b>Common Identifier Marketing Costs</b>					
Signage					
<b>TOTAL INFRASTRUCTURE COSTS</b>					
<b>ADDITIONAL COSTS</b>					
<b>Shared Services</b>					
Operator					
Site Manager					
Greeter					
<b>Shared Career Services</b>					
<b>TOTAL ADDITIONAL COSTS</b>					
<b>TOTAL INFRASTRUCTURE / ADDITIONAL COSTS</b>					
<b>UC ADDITIONAL CONTRIB./ PROGRAM INCOME</b>					
<b>ADJUSTED TOTAL COSTS</b>					
<b>PREVIOUS INFRASTRUCTURE / ADDITIONAL COSTS BUDGET</b>					
<b>DIFFERENCE</b>					
<b>Career Services By Partner</b>					



Cost Category					
<b>INFRASTRUCTURE COSTS</b>					
<b>Facilities Costs</b>					
Rent - Shared					
Rent-Direct/Prg Income (DCED)					
Rent - Direct (UC)					
Facility Utilities & Maintenance					
<b>Technology Costs</b>					
Telephone					
State L.A.N. Connection - CRC					
State L.A.N. Connection - Non State Devices					
Technology Costs					
Copier/Multifunction Device					
Office Supplies - State					
Miscellaneous					
Reasonable Accommodations					
<b>Common Identifier Marketing Costs</b>					
Signage					
<b>TOTAL INFRASTRUCTURE COSTS</b>					
<b>ADDITIONAL COSTS</b>					
<b>Shared Services</b>					
Operator					
Site Manager					
Greeter					
<b>Shared Career Services</b>					
<b>TOTAL ADDITIONAL COSTS</b>					
<b>TOTAL INFRASTRUCTURE / ADDITIONAL COSTS</b>					
<b>UC ADDITIONAL CONTRIB./ PROGRAM INCOME</b>					
<b>ADJUSTED TOTAL COSTS</b>					
<b>PREVIOUS INFRASTRUCTURE / ADDITIONAL COSTS BUDGET</b>					
<b>DIFFERENCE</b>					
<b>Career Services By Partner</b>					

Cost Category				Total Allocation
<b>Facilities Costs</b>				
Rent - Shared				
Rent-Direct/Prg Income (DCED)				
Rent - Direct (UC)				
Facility Utilities & Maintenance				
<b>Technology Costs</b>				
Telephone				
State L.A.N. Connection - CRC				
State L.A.N. Connection - Non State Devices				
Technology Costs				
Copier/Multifunction Device				
Office Supplies - State				
Miscellaneous				
Reasonable Accommodations				
<b>Common Identifier Marketing Costs</b>				
Signage				
<b>TOTAL INFRASTRUCTURE COSTS</b>				
<b>ADDITIONAL COSTS</b>				<b>Total Allocation</b>
<b>Shared Services</b>				
Operator				
Site Manager				
Greeter				
<b>Shared Career Services</b>				
<b>TOTAL ADDITIONAL COSTS</b>				
<b>TOTAL INFRASTRUCTURE / ADDITIONAL COSTS</b>				
UC ADDITIONAL CONTRIB./ PROGRAM INCOME				
<b>ADJUSTED TOTAL COSTS</b>				
PREVIOUS INFRASTRUCTURE / ADDITIONAL COSTS BUDGET				
DIFFERENCE				
<b>Career Services By Partner</b>				

Effective Date 1/1/2017

Office # 0604 – PA CareerLink® Beaver County

[illegible]

Part D: Comments

Part E: Center Total Costs

GRAND TOTAL	
TOTAL INFRASTRUCTURE COSTS	
TOTAL ADDITIONAL COSTS	
TOTAL DIRECT CAREER SERVICES	
TOTAL PROGRAM INCOME	

## Part A: Program Representation/Signatories

*The following required partners are not located in the SCWDB service region and therefore not represented in the local service system. Referrals to neighboring service providers are available upon request: Job Corps; Native Programs; Migrant and Seasonal Farmworker Program; Youth Build Program; Employment and Training Activities carried out by the Department of Housing and Urban Development; Reintegration of Offenders Programs;*

## Part B-1: Infrastructure Funding Agreement (Totals)

Cost Category	Cost Item	Fronted Cost State / Non-State	Method of Allocation	Total Annual Budget
<b>INFRASTRUCTURE COSTS</b>				
<b>Facilities Costs</b>				
Rent - Shared	2 months of 6,725 sq. ft @ \$13.1634/ 10 Months of 8400 sq. ft @ \$11.75	Non State	Staff #1	
Rent - Direct / Program Income (DCED)	Rent Contribution	Non State	Direct Charge	
Rent - Direct (UC)	Direct Rent 50 sq. ft.	Non State	Square Footage	
Direct Rent Parking	2 Months @ \$25 per month	Non State	Direct	
Relocation Costs	Cost of Relocation	Non State	Staff #1	
<b>Technology Costs</b>				
Telephone	Local connection lines and service	Non State	Staff #1	
State L.A.N. Connection - CRC	6 PCs @ \$45 & 1 Printer @ \$20 each per month	State	Staff #1	
State L.A.N. Connection - Non State Devices	0 PCs @ \$25 each per month	State	Non State Connections	
CRC	CRC Related Costs	Non State	Staff #1	
Copier/Multifunction Device	Lease	Non State	Staff #1	
Office Supplies - State	General Office Supplies	State	Staff #1	
Office Supplies - Non-State	General Office Supplies	Non State	Staff #1	
Reasonable Accommodations	ADA/LEP	Non State	Staff #1	
<b>Common Identifier Marketing Costs</b>				
Community Outreach	Local Marketing and Job Fairs	Non State	Staff #1	
Signage	New AJC Outreach	State	Staff #1	
<b>TOTAL INFRASTRUCTURE COSTS</b>				
<b>ADDITIONAL COSTS</b>				
<b>Shared Services</b>				
Operator	Staff Related Costs	Non State	Staff #1	
Site Administrator	Staff Related Costs	Non State	Staff #1	
Professional Services	Staff Related Fees	Non State	Staff #1	
<b>Shared Career Services</b>				
		State/Non State	Staff #1	
<b>TOTAL ADDITIONAL COSTS</b>				
<b>TOTAL INFRASTRUCTURE / ADDITIONAL COSTS</b>				
UC ADDITIONAL CONTRIBUTION/PROGRAM INCOME			Staff #1	
<b>ADJUSTED TOTAL COSTS</b>				
<b>PREVIOUS INFRASTRUCTURE / ADDITIONAL COSTS BUDGET</b>				
<b>DIFFERENCE</b>				

## Part B-2: Infrastructure Funding Agreement (By Partner)

Cost Category					
<b>INFRASTRUCTURE COSTS</b>					
<b>Facilities Costs</b>					
Rent - Shared					
Rent-Direct/Prg Income (DCED)					
Rent - Direct (UC)					
Direct Rent Parking					
Relocation Costs					
<b>Technology Costs</b>					
Telephone					
State L.A.N. Connection - CRC					
State L.A.N. Connection - Non State Devices					
CRC					
Copier/Multifunction Device					
Office Supplies - State					
Office Supplies - Non-State					
Reasonable Accommodations					
<b>Common Identifier Marketing Costs</b>					
Community Outreach					
Signage					
<b>TOTAL INFRASTRUCTURE COSTS</b>					
<b>ADDITIONAL COSTS</b>					
<b>Shared Services</b>					
Operator					
Site Administrator					
Professional Services					
<b>Shared Career Services</b>					
<b>TOTAL ADDITIONAL COSTS</b>					
<b>TOTAL INFRASTRUCTURE / ADDITIONAL COSTS</b>					
UC ADDITIONAL CONTRIB./ PROGRAM INCOME					
<b>ADJUSTED TOTAL COSTS</b>					
PREVIOUS INFRASTRUCTURE / ADDITIONAL COSTS BUDGET					
DIFFERENCE					
<b>Career Services By Partner</b>					

Cost Category					
<b>INFRASTRUCTURE COSTS</b>					
<b>Facilities Costs</b>					
Rent - Shared					
Rent-Direct/Prg Income (DCED)					
Rent - Direct (UC)					
Direct Rent Parking					
Relocation Costs					
<b>Technology Costs</b>					
Telephone					
State L.A.N. Connection - CRC					
State L.A.N. Connection - Non State Devices					
CRC					
Copier/Multifunction Device					
Office Supplies - State					
Office Supplies - Non-State					
Reasonable Accommodations					
<b>Common Identifier Marketing Costs</b>					
Community Outreach					
Signage					
<b>TOTAL INFRASTRUCTURE COSTS</b>					
<b>ADDITIONAL COSTS</b>					
<b>Shared Services</b>					
Operator					
Site Administrator					
Professional Services					
<b>Shared Career Services</b>					
<b>TOTAL ADDITIONAL COSTS</b>					
<b>TOTAL INFRASTRUCTURE / ADDITIONAL COSTS</b>					
<b>UC ADDITIONAL CONTRIB./ PROGRAM INCOME</b>					
<b>ADJUSTED TOTAL COSTS</b>					
<b>PREVIOUS INFRASTRUCTURE / ADDITIONAL COSTS BUDGET</b>					
<b>DIFFERENCE</b>					
<b>Career Services By Partner</b>					



Cost Category					
<b>INFRASTRUCTURE COSTS</b>					
<b>Facilities Costs</b>					
Rent - Shared					
Rent-Direct/Prg Income (DCED)					
Rent - Direct (UC)					
Direct Rent Parking					
Relocation Costs					
<b>Technology Costs</b>					
Telephone					
State L.A.N. Connection - CRC					
State L.A.N. Connection - Non State Devices					
CRC					
Copier/Multifunction Device					
Office Supplies - State					
Office Supplies - Non-State					
Reasonable Accommodations					
<b>Common Identifier Marketing Costs</b>					
Community Outreach					
Signage					
<b>TOTAL INFRASTRUCTURE COSTS</b>					
<b>ADDITIONAL COSTS</b>					
<b>Shared Services</b>					
Operator					
Site Administrator					
Professional Services					
<b>Shared Career Services</b>					
<b>TOTAL ADDITIONAL COSTS</b>					
<b>TOTAL INFRASTRUCTURE / ADDITIONAL COSTS</b>					
<b>UC ADDITIONAL CONTRIB./ PROGRAM INCOME</b>					
<b>ADJUSTED TOTAL COSTS</b>					
<b>PREVIOUS INFRASTRUCTURE / ADDITIONAL COSTS BUDGET</b>					
<b>DIFFERENCE</b>					
<b>Career Services By Partner</b>					

Cost Category						
<b>INFRASTRUCTURE COSTS</b>						
<b>Facilities Costs</b>						
Rent - Shared						
Rent-Direct/Prg Income (DCED)						
Rent - Direct (UC)						
Direct Rent Parking						
Relocation Costs						
<b>Technology Costs</b>						
Telephone						
State L.A.N. Connection - CRC						
State L.A.N. Connection - Non State Devices						
CRC						
Copier/Multifunction Device						
Office Supplies - State						
Office Supplies - Non-State						
Reasonable Accommodations						
<b>Common Identifier Marketing Costs</b>						
Community Outreach						
Signage						
<b>TOTAL INFRASTRUCTURE COSTS</b>						
<b>ADDITIONAL COSTS</b>						
<b>Shared Services</b>						
Operator						
Site Administrator						
Professional Services						
<b>Shared Career Services</b>						
<b>TOTAL ADDITIONAL COSTS</b>						
<b>TOTAL INFRASTRUCTURE / ADDITIONAL COSTS</b>						
UC ADDITIONAL CONTRIB./ PROGRAM INCOME						
<b>ADJUSTED TOTAL COSTS</b>						
PREVIOUS INFRASTRUCTURE /ADDITIONAL COSTS BUDGET						
DIFFERENCE						
<b>Career Services By Partner</b>						

Effective Date 1/1/2017

Office # 0641 – PA CareerLink® Greene County

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Part D: Comments

Part E: Center Total Costs

GRAND TOTAL	
TOTAL INFRASTRUCTURE COSTS	
TOTAL ADDITIONAL COSTS	
TOTAL DIRECT CAREER SERVICES	
TOTAL PROGRAM INCOME	

## Part A: Program Representation/Signatories

*The following required partners are not located in the SCWDB service region and therefore not represented in the local service system. Referrals to neighboring service providers are available upon request: Job Corps; Native Programs; Migrant and Seasonal Farmworker Program; Youth Build Program; Employment and Training Activities carried out by the Department of Housing and Urban Development; Reintegration of Offenders Programs;*

## Part B-1: Infrastructure Funding Agreement (Totals)

Cost Category	Cost Item	Fronted Cost State / Non-State	Method of Allocation	Total Annual Budget
<b>INFRASTRUCTURE COSTS</b>				
<b>Facilities Costs</b>				
Rent - Shared	2 months: 7,574 sq. ft. @ \$16.394160 10 months: 7,574 sq. ft. @ \$16.509883 (excludes Rent - Direct/Prg Income)	State	Staff #1	
Rent - Direct (UC)	2 months: 50 sq. ft. @ \$16.394160 10 months: 50 sq. ft. @ \$16.509883	State	Square Footage	
Rent - Direct (SWTS, Inc.)	2 months: 960 sq. ft. @ \$16.394160 10 months: 960 sq. ft. @ \$16.509883	State	Square Footage	
Rent - Direct / Program Income (DCED)	Rent Contribution	State	Direct Charge	
<b>Technology Costs</b>				
Telephone	Local connection lines and service	State	Staff #1	
Language Line Services	Language Services	Non State	Staff #1	
Technology Costs	Technology Related Costs	Non State	Staff #1	
State L.A.N. Connection - CRC	10 PCs @ \$45 & 1 Printer @ \$20 each per month	State	Staff #1	
State L.A.N. Connection - Non State Devices	0 PCs @ \$25 each per month	State	Non State Connections	
CRC	CRC Related Costs	Non State	Staff #1	
Copier/Multifunction Device	Lease	Non State	Staff #1	
Office Supplies - State	General Office Supplies	State	Staff #1	
Office Supplies - Non-State	General Office Supplies	Non State	Staff #1	
Reasonable Accommodations	ADA/LEP	Non State	Staff #1	
<b>Common Identifier Marketing Costs</b>				
Community Outreach	\$2,000	State	Staff #1	
Signage	\$-			
<b>TOTAL INFRASTRUCTURE COSTS</b>				
<b>ADDITIONAL COSTS</b>				
<b>Shared Services</b>				
Operator	\$2,000	Non State	Staff #1	
Site Administrator	\$48,500	Non State	Staff #1	
<b>Shared Career Services</b>				
		State/Non State	Staff #1	
<b>TOTAL ADDITIONAL COSTS</b>				
<b>TOTAL INFRASTRUCTURE / ADDITIONAL COSTS</b>				
UC ADDITIONAL CONTRIBUTION/PROGRAM INCOME			Staff #1	
<b>ADJUSTED TOTAL COSTS</b>				
<b>PREVIOUS INFRASTRUCTURE / ADDITIONAL COSTS BUDGET</b>				
<b>DIFFERENCE</b>				

## Part B-2: Infrastructure Funding Agreement (By Partner)

Cost Category					
<b>INFRASTRUCTURE COSTS</b>					
<b>Facilities Costs</b>					
Rent - Shared					
Rent - Direct (UC)					
Rent - Direct (SWTS, Inc.)					
Rent - Direct/Prg Income (DCED)					
<b>Technology Costs</b>					
Telephone					
Language Line Services					
Technology Costs					
State L.A.N. Connection - CRC					
State L.A.N. Connection - Non State Devices					
CRC					
Copier/Multifunction Device					
Office Supplies - State					
Office Supplies - Non-State					
Reasonable Accommodations					
<b>Common Identifier Marketing Costs</b>					
Community Outreach					
Signage					
<b>TOTAL INFRASTRUCTURE COSTS</b>					
<b>ADDITIONAL COSTS</b>					
<b>Shared Services</b>					
Operator					
Site Administrator					
<b>Shared Career Services</b>					
<b>TOTAL ADDITIONAL COSTS</b>					
<b>TOTAL INFRASTRUCTURE / ADDITIONAL COSTS</b>					
<b>UC ADDITIONAL CONTRIB./ PROGRAM INCOME</b>					
<b>ADJUSTED TOTAL COSTS</b>					
<b>PREVIOUS INFRASTRUCTURE / ADDITIONAL COSTS BUDGET</b>					
<b>DIFFERENCE</b>					
<b>Career Services By Partner</b>					



Cost Category					
<b>INFRASTRUCTURE COSTS</b>					
<b>Facilities Costs</b>					
Rent - Shared					
Rent - Direct (UC)					
Rent - Direct (SWTS, Inc.)					
Rent - Direct/Prg Income (DCED)					
<b>Technology Costs</b>					
Telephone					
Language Line Services					
Technology Costs					
State L.A.N. Connection - CRC					
State L.A.N. Connection - Non State Devices					
CRC					
Copier/Multifunction Device					
Office Supplies - State					
Office Supplies - Non-State					
Reasonable Accommodations					
<b>Common Identifier Marketing Costs</b>					
Community Outreach					
Signage					
<b>TOTAL INFRASTRUCTURE COSTS</b>					
<b>ADDITIONAL COSTS</b>					
<b>Shared Services</b>					
Operator					
Site Administrator					
<b>Shared Career Services</b>					
<b>TOTAL ADDITIONAL COSTS</b>					
<b>TOTAL INFRASTRUCTURE / ADDITIONAL COSTS</b>					
<b>UC ADDITIONAL CONTRIB./ PROGRAM INCOME</b>					
<b>ADJUSTED TOTAL COSTS</b>					
<b>PREVIOUS INFRASTRUCTURE / ADDITIONAL COSTS BUDGET</b>					
<b>DIFFERENCE</b>					
<b>Career Services By Partner</b>					

Cost Category					
<b>INFRASTRUCTURE COSTS</b>					
<b>Facilities Costs</b>					
Rent - Shared					
Rent - Direct (UC)					
Rent - Direct (SWTS, Inc.)					
Rent - Direct/Prg Income (DCED)					
<b>Technology Costs</b>					
Telephone					
Language Line Services					
Technology Costs					
State L.A.N. Connection - CRC					
State L.A.N. Connection - Non State Devices					
CRC					
Copier/Multifunction Device					
Office Supplies - State					
Office Supplies - Non-State					
Reasonable Accommodations					
<b>Common Identifier Marketing Costs</b>					
Community Outreach					
Signage					
<b>TOTAL INFRASTRUCTURE COSTS</b>					
<b>ADDITIONAL COSTS</b>					
<b>Shared Services</b>					
Operator					
Site Administrator					
<b>Shared Career Services</b>					
<b>TOTAL ADDITIONAL COSTS</b>					
<b>TOTAL INFRASTRUCTURE / ADDITIONAL COSTS</b>					
<b>UC ADDITIONAL CONTRIB./ PROGRAM INCOME</b>					
<b>ADJUSTED TOTAL COSTS</b>					
<b>PREVIOUS INFRASTRUCTURE / ADDITIONAL COSTS BUDGET</b>					
<b>DIFFERENCE</b>					
<b>Career Services By Partner</b>					

Cost Category					
<b>INFRASTRUCTURE COSTS</b>					
<b>Facilities Costs</b>					
Rent - Shared					
Rent - Direct (UC)					
Rent - Direct (SWTS, Inc.)					
Rent - Direct/Prg Income (DCED)					
<b>Technology Costs</b>					
Telephone					
Language Line Services					
Technology Costs					
State L.A.N. Connection - CRC					
State L.A.N. Connection - Non State Devices					
CRC					
Copier/Multifunction Device					
Office Supplies - State					
Office Supplies - Non-State					
Reasonable Accommodations					
<b>Common Identifier Marketing Costs</b>					
Community Outreach					
Signage					
<b>TOTAL INFRASTRUCTURE COSTS</b>					
<b>ADDITIONAL COSTS</b>					
<b>Shared Services</b>					
Operator					
Site Administrator					
<b>Shared Career Services</b>					
<b>TOTAL ADDITIONAL COSTS</b>					
<b>TOTAL INFRASTRUCTURE / ADDITIONAL COSTS</b>					
<b>UC ADDITIONAL CONTRIB./ PROGRAM INCOME</b>					
<b>ADJUSTED TOTAL COSTS</b>					
<b>PREVIOUS INFRASTRUCTURE / ADDITIONAL COSTS BUDGET</b>					
<b>DIFFERENCE</b>					
<b>Career Services By Partner</b>					

Cost Category					
<b>INFRASTRUCTURE COSTS</b>					
<b>Facilities Costs</b>					
Rent - Shared					
Rent - Direct (UC)					
Rent - Direct (SWTS, Inc.)					
Rent - Direct/Prg Income (DCED)					
<b>Technology Costs</b>					
Telephone					
Language Line Services					
Technology Costs					
State L.A.N. Connection - CRC					
State L.A.N. Connection - Non State Devices					
CRC					
Copier/Multifunction Device					
Office Supplies - State					
Office Supplies - Non-State					
Reasonable Accommodations					
<b>Common Identifier Marketing Costs</b>					
Community Outreach					
Signage					
<b>TOTAL INFRASTRUCTURE COSTS</b>					
<b>ADDITIONAL COSTS</b>					
<b>Shared Services</b>					
Operator					
Site Administrator					
<b>Shared Career Services</b>					
<b>TOTAL ADDITIONAL COSTS</b>					
<b>TOTAL INFRASTRUCTURE / ADDITIONAL COSTS</b>					
<b>UC ADDITIONAL CONTRIB./ PROGRAM INCOME</b>					
<b>ADJUSTED TOTAL COSTS</b>					
<b>PREVIOUS INFRASTRUCTURE / ADDITIONAL COSTS BUDGET</b>					
<b>DIFFERENCE</b>					
<b>Career Services By Partner</b>					

Cost Category		
<b>INFRASTRUCTURE COSTS</b>		
<b>Facilities Costs</b>		
Rent - Shared		
Rent - Direct (UC)		
Rent - Direct (SWTS, Inc.)		
Rent - Direct/Prg Income (DCED)		
<b>Technology Costs</b>		
Telephone		
Language Line Services		
Technology Costs		
State L.A.N. Connection - CRC		
State L.A.N. Connection - Non State Devices		
CRC		
Copier/Multifunction Device		
Office Supplies - State		
Office Supplies - Non-State		
Reasonable Accommodations		
<b>Common Identifier Marketing Costs</b>		
Community Outreach		
Signage		
<b>TOTAL INFRASTRUCTURE COSTS</b>		
<b>ADDITIONAL COSTS</b>		
<b>Shared Services</b>		
Operator		
Site Administrator		
<b>Shared Career Services</b>		
<b>TOTAL ADDITIONAL COSTS</b>		
<b>TOTAL INFRASTRUCTURE / ADDITIONAL COSTS</b>		
<b>UC ADDITIONAL CONTRIB./ PROGRAM INCOME</b>		
<b>ADJUSTED TOTAL COSTS</b>		
<b>PREVIOUS INFRASTRUCTURE / ADDITIONAL COSTS BUDGET</b>		
<b>DIFFERENCE</b>		
<b>Career Services By Partner</b>		

## Effective Date 7/1/2017

Office # 0634 – PA CareerLink® Washington County

[illegible]



Part D: Comments

Part E: Center Total Costs

GRAND TOTAL	
TOTAL INFRASTRUCTURE COSTS	
TOTAL ADDITIONAL COSTS	
TOTAL DIRECT CAREER SERVICES	
TOTAL PROGRAM INCOME	



## Part A: Program Representation/Signatories

*The following required partners are not located in the SCWDB service region and therefore not represented in the local service system. Referrals to neighboring service providers are available upon request: Job Corps; Native Programs; Migrant and Seasonal Farmworker Program; Youth Build Program; Employment and Training Activities carried out by the Department of Housing and Urban Development; Reintegration of Offenders Programs;*

## Part B-1: Infrastructure Funding Agreement (Totals)

Cost Category	Cost Item	Fronted Cost State / Non-State	Method of Allocation	Total Annual Budget
<b>INFRASTRUCTURE COSTS</b>				
<b>Facilities Costs</b>				
Rent - Shared	7105 sq ft @ \$8.9418	Non State	Staff #1	
Rent - Direct (UC)	Direct Rent 75 sq. ft.	Non State	Square Footage	
Rent - Direct / Program Income (DCED)	Rent Contribution	Non State	Direct Charge	
Utilities	Utilities	Non State	Staff #1	
<b>Technology Costs</b>				
Telephone	Local connection lines and service	Non State	Staff #1	
State L.A.N. Connection - CRC	8 PCs @ \$45 & 1 Printer @ \$20 each per month	State	Staff #1	
State L.A.N. Connection - Non State Devices	0 PCs @ \$25 each per month	State	Non State Connections	
CRC	CRC Related Costs	Non State	Staff #1	
Copier/Multifunction Device	Lease	Non State	Staff #1	
Office Supplies - State	General Office Supplies	State	Staff #1	
Office Supplies - Non-State	General Office Supplies	Non State	Staff #1	
Reasonable Accommodations	ADA/LEP	Non State	Staff #1	
<b>Common Identifier Marketing Costs</b>				
Community Outreach	\$1,000	Non State	Staff #1	
Signage	\$-	State	Staff #1	
<b>TOTAL INFRASTRUCTURE COSTS</b>				
<b>ADDITIONAL COSTS</b>				
<b>Shared Services</b>				
Operator	\$2,000	Non State	Staff #1	
Site Administrator	\$37,000	Non State	Staff #1	
<b>Shared Career Services</b>				
		State/Non State	Staff #1	
<b>TOTAL ADDITIONAL COSTS</b>				
<b>TOTAL INFRASTRUCTURE / ADDITIONAL COSTS</b>				
UC ADDITIONAL CONTRIBUTION/PROGRAM INCOME			Staff #1	
<b>ADJUSTED TOTAL COSTS</b>				
<b>PREVIOUS INFRASTRUCTURE / ADDITIONAL COSTS BUDGET</b>				
<b>DIFFERENCE</b>				

## Part B-2: Infrastructure Funding Agreement (By Partner)

Cost Category					
<b>INFRASTRUCTURE COSTS</b>					
<b>Facilities Costs</b>					
Rent - Shared					
Rent - Direct (UC)					
Rent - Direct/Prg Income (DCED)					
Utilities					
<b>Technology Costs</b>					
Telephone					
State L.A.N. Connection - CRC					
State L.A.N. Connection - Non State Devices					
CRC					
Copier/Multifunction Device					
Office Supplies - State					
Office Supplies - Non-State					
Reasonable Accommodations					
<b>Common Identifier Marketing Costs</b>					
Community Outreach					
Signage					
<b>TOTAL INFRASTRUCTURE COSTS</b>					
<b>ADDITIONAL COSTS</b>					
<b>Shared Services</b>					
Operator					
Site Administrator					
<b>Shared Career Services</b>					
<b>TOTAL ADDITIONAL COSTS</b>					
<b>TOTAL INFRASTRUCTURE / ADDITIONAL COSTS</b>					
<b>UC ADDITIONAL CONTRIB./ PROGRAM INCOME</b>					
<b>ADJUSTED TOTAL COSTS</b>					
<b>PREVIOUS INFRASTRUCTURE / ADDITIONAL COSTS BUDGET</b>					
<b>DIFFERENCE</b>					
<b>Career Services By Partner</b>					

Cost Category					
<b>INFRASTRUCTURE COSTS</b>					
<b>Facilities Costs</b>					
Rent - Shared					
Rent - Direct (UC)					
Rent - Direct/Prg Income (DCED)					
Utilities					
<b>Technology Costs</b>					
Telephone					
State L.A.N. Connection - CRC					
State L.A.N. Connection - Non State Devices					
CRC					
Copier/Multifunction Device					
Office Supplies - State					
Office Supplies - Non-State					
Reasonable Accommodations					
<b>Common Identifier Marketing Costs</b>					
Community Outreach					
Signage					
<b>TOTAL INFRASTRUCTURE COSTS</b>					
<b>ADDITIONAL COSTS</b>					
<b>Shared Services</b>					
Operator					
Site Administrator					
<b>Shared Career Services</b>					
<b>TOTAL ADDITIONAL COSTS</b>					
<b>TOTAL INFRASTRUCTURE / ADDITIONAL COSTS</b>					
<b>UC ADDITIONAL CONTRIB./ PROGRAM INCOME</b>					
<b>ADJUSTED TOTAL COSTS</b>					
<b>PREVIOUS INFRASTRUCTURE / ADDITIONAL COSTS BUDGET</b>					
<b>DIFFERENCE</b>					
<b>Career Services By Partner</b>					

Cost Category					
<b>INFRASTRUCTURE COSTS</b>					
<b>Facilities Costs</b>					
Rent - Shared					
Rent - Direct (UC)					
Rent - Direct/Prg Income (DCED)					
Utilities					
<b>Technology Costs</b>					
Telephone					
State L.A.N. Connection - CRC					
State L.A.N. Connection - Non State Devices					
CRC					
Copier/Multifunction Device					
Office Supplies - State					
Office Supplies - Non-State					
Reasonable Accommodations					
<b>Common Identifier Marketing Costs</b>					
Community Outreach					
Signage					
<b>TOTAL INFRASTRUCTURE COSTS</b>					
<b>ADDITIONAL COSTS</b>					
<b>Shared Services</b>					
Operator					
Site Administrator					
<b>Shared Career Services</b>					
<b>TOTAL ADDITIONAL COSTS</b>					
<b>TOTAL INFRASTRUCTURE / ADDITIONAL COSTS</b>					
<b>UC ADDITIONAL CONTRIB./ PROGRAM INCOME</b>					
<b>ADJUSTED TOTAL COSTS</b>					
<b>PREVIOUS INFRASTRUCTURE / ADDITIONAL COSTS BUDGET</b>					
<b>DIFFERENCE</b>					
<b>Career Services By Partner</b>					

Cost Category					
<b>INFRASTRUCTURE COSTS</b>					
<b>Facilities Costs</b>					
Rent - Shared					
Rent - Direct (UC)					
Rent - Direct/Prg Income (DCED)					
Utilities					
<b>Technology Costs</b>					
Telephone					
State L.A.N. Connection - CRC					
State L.A.N. Connection - Non State Devices					
CRC					
Copier/Multifunction Device					
Office Supplies - State					
Office Supplies - Non-State					
Reasonable Accommodations					
<b>Common Identifier Marketing Costs</b>					
Community Outreach					
Signage					
<b>TOTAL INFRASTRUCTURE COSTS</b>					
<b>ADDITIONAL COSTS</b>					
<b>Shared Services</b>					
Operator					
Site Administrator					
<b>Shared Career Services</b>					
<b>TOTAL ADDITIONAL COSTS</b>					
<b>TOTAL INFRASTRUCTURE / ADDITIONAL COSTS</b>					
<b>UC ADDITIONAL CONTRIB./ PROGRAM INCOME</b>					
<b>ADJUSTED TOTAL COSTS</b>					
<b>PREVIOUS INFRASTRUCTURE / ADDITIONAL COSTS BUDGET</b>					
<b>DIFFERENCE</b>					
<b>Career Services By Partner</b>					

Cost Category					
<b>INFRASTRUCTURE COSTS</b>					
<b>Facilities Costs</b>					
Rent - Shared					
Rent - Direct (UC)					
Rent - Direct/Prg Income (DCED)					
Utilities					
<b>Technology Costs</b>					
Telephone					
State L.A.N. Connection - CRC					
State L.A.N. Connection - Non State Devices					
CRC					
Copier/Multifunction Device					
Office Supplies - State					
Office Supplies - Non-State					
Reasonable Accommodations					
<b>Common Identifier Marketing Costs</b>					
Community Outreach					
Signage					
<b>TOTAL INFRASTRUCTURE COSTS</b>					
<b>ADDITIONAL COSTS</b>					
<b>Shared Services</b>					
Operator					
Site Administrator					
<b>Shared Career Services</b>					
<b>TOTAL ADDITIONAL COSTS</b>					
<b>TOTAL INFRASTRUCTURE / ADDITIONAL COSTS</b>					
<b>UC ADDITIONAL CONTRIB./ PROGRAM INCOME</b>					
<b>ADJUSTED TOTAL COSTS</b>					
<b>PREVIOUS INFRASTRUCTURE / ADDITIONAL COSTS BUDGET</b>					
<b>DIFFERENCE</b>					
<b>Career Services By Partner</b>					

## Effective Date 7/1/2017

Office # 0612 – PA CareerLink® Mon Valley

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Part D: Comments

Part E: Center Total Costs

GRAND TOTAL	
TOTAL INFRASTRUCTURE AL COSTS	
TOTAL ADDITIONAL COSTS	
TOTAL DIRECT CAREER SERVICES	
TOTAL PROGRAM INCOME	

## Attachment E: Commonwealth of PA Required Conditions

The following conditions apply ONLY to Commonwealth of PA partners in the PA CareerLink® network:

### 1. COMMONWEALTH HELD HARMLESS

- a. The Parties shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Parties and their employees and agents under this Agreement, provided the Commonwealth gives the Parties prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to a Party, the Commonwealth will cooperate with all reasonable requests of the Party made in the defense of such suits.
- b. Notwithstanding the above, no party shall enter into any settlement without the other parties written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow a Party to control the defense and any related settlement negotiations.
- c. No provision in this Agreement shall be construed to limit the sovereign immunity of the Commonwealth.

### 2. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Parties agree:

- a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Agreement or any subcontract, the Party, each subcontractor, or any person acting on behalf of a Party or subcontractor shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b. No Party nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under this Agreement.
- c. The Parties and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- d. The Parties and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the Agreement relates.
- e. The Parties and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. Each Party and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report

("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. Each Party and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion & Small Business Opportunities (BDISBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

- f. Each Party shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- g. Each Party's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Agreement through the termination date thereof. Accordingly, each Party and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- h. The Commonwealth may cancel or terminate the Agreement and all money due or to become due under the Agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place a Party in the Contractor Responsibility File.

### 3. CONTRACTOR INTEGRITY PROVISIONS

For purposes of these provision, "Contractor" means the individuals or entities that have entered into this Agreement with the Commonwealth and "contract" means this Agreement.

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

- a. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
  - 1) **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
  - 2) **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - 3) **"Contractor"** means the individuals or entities, that have entered into this Agreement with the Commonwealth.
  - 4) **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - 5) **"Financial Interest"** means either:
    - a) Ownership of more than a five percent interest in any business; or

- b) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- 6) **“Gratuity”** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor’s Code of Conduct, Executive Order 1980-18](#), the 4 Pa. Code §7.153(b), shall apply.
- 7) **“Non-bid Basis”** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- b. In furtherance of this policy, Contractor agrees to the following:
- 1) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
  - 2) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
  - 3) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
  - 4) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor’s financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor’s submission of the contract signed by Contractor.
  - 5) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
    - a) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
    - b) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
    - c) had any business license or professional license suspended or revoked;
    - d) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

- e) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- 6) Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- 7) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- 8) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 9) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or

subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

- 10) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

#### **4. CONTRACTOR RESPONSIBILITY PROVISIONS**

For purposes of these provision, "Contractor" means the individuals or entities that have entered into this Agreement with the Commonwealth and "contract" means this Agreement.

- a. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- b. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- f. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 783-6472  
FAX No: (717) 787-9138

**5. AMERICANS WITH DISABILITIES ACT**

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- b. Each Party shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of a Party's failure to comply with the provisions of subparagraph a above.

**6. APPLICABLE LAW**

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. Each Party consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. Each Party agrees that any such court shall have in personal jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

**7. RIGHT TO KNOW LAW**

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Agreement. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs a Party's assistance in any matter arising out of the RTKL related to this Agreement, it shall notify the Party using the legal contact information provided in this Agreement. The Party, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires a Party's assistance in responding to a request under the RTKL for information related to this Agreement that may be in the Party's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Party shall:
- 1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Party's possession arising out of this Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and



- 2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Agreement.
- d. If a Party considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Party considers exempt from production under the RTKL, the Party must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Party explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Party in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Party shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If a Party fails to provide the Requested Information within the time period required by these provisions, the Party shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Party's failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse the Party for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. The Party may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Party shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Party's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. The Party agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Party's duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as the Party has Requested Information in its possession.

**8. OFFSET PROVISION**

Each Party agrees that the Commonwealth of Pennsylvania (Commonwealth) may set off the amount of any state tax liability or other obligation of the Party or its subsidiaries to the Commonwealth against any payments due the Party under any contract with the Commonwealth.

## Attachment F: Report of Local Operating Budget Negotiations Outcomes

### Local Workforce Development Area:

Notice is provided to the Governor as required by 20 CFR 678.725 that the local partners in this local area have reached consensus on a memorandum of understanding (MOU), including how comprehensive one-stop center infrastructure costs will be funded for the year beginning July 1, 2017. *A copy of the MOU and Operating Budget on which agreement was reached is attached to this notice.*

### OR

Notice is provided to the Governor as required by 20 CFR 678.725 that, despite every effort, the local partners in this local area did not reach consensus on a local memorandum of understanding or operating budget for the period beginning July 1, 2017.

### Failure to agree for reasons *other* than infrastructure costs

Listed below are the program partners that did not agree and the main reasons for their inability to agree.

Program Partner Name	Reasons
1.	
2.	
3.	

### Failure to agree on one-stop center infrastructure costs

The inability to reach agreement was because one or more partners do not agree with how comprehensive one-stop center infrastructure costs will be funded for the year beginning July 1, 2017. Listed below are the program partners that did not agree to the budget for comprehensive one-stop center infrastructure costs. *A copy of the budget on which agreement was not reached is attached to this notice.*

Program Partner Name	Reasons
1.	
2.	
3.	

Signatures:

\_\_\_\_\_  
Chair, SCWDB

\_\_\_\_\_  
Chief Local Elected Official

\_\_\_\_\_  
Chief Local Elected Official

## Attachment G: Pennsylvania Department of Community and Economic Development Description of Services and Contributions

The PA Department of Community and Economic Development (DCED) is the commonwealth agency that represents the required one-stop (PA CareerLink® partner) representing employment and training activities carried out under the Community Services Block Grant Act (42. U.S.C. 9901 et seq.) at the state level.

The mission of the Community Services Block grant (CSBG) is to provide a full range of services and activities having a measurable impact on the causes of poverty in a community or those areas of a community where poverty is a particularly acute problem. Only federally designated Community Action Agencies (CAA) receive funding, therefore in PA, there are 44 CAAs that cover all 67 PA counties.

Ameliorating the causes and conditions of poverty take on a variety of community engagement activities and collaborative activism to remove obstacles that block the achievement of self-sufficiency; i.e. employment and training resources; community stakeholder collaboration; literacy activities; obtaining adequate housing; grassroots activities that provide intervention to the causes of poverty; addressing the needs of youth through programming or coordination; and increased engagement in community planning and improvement activities.

CSBG has been in existence since 1965, always with the same mission: to improve the causes and conditions of poverty. Initiatives have included, but are not limited to: neighborhood linkages, leverage of community resources, conduction of Volunteer Income Tax Assistance sites, building housing capacity, provision of family self-sufficiency and case management, facilitation of Results-Oriented Management and Accountability. For every \$1 of CSBG funds, the PA network leveraged \$16.82 from other federal, state, local and private sources, including the calculated value of volunteer hours. DCED will participate in the local workforce service delivery system via the local CSBG agencies. CSBG agencies located in this local workforce development area may:

- Participate on local and regional planning groups;
- Engage in Business Service Teams activities;
- Have print materials available in the PA CareerLink® centers;
- Be linked to local workforce websites on computers;
- Potentially hold meetings at PA CareerLink® centers;
- Conduct joint employer outreach sessions as necessary; and
- Seek to leverage grant funding opportunities.

DCED will contribute financial assistance to be applied to the infrastructure and other operating costs of the PA CareerLink® sites annually and to the extent funding exists.

It is DCED's commitment that CSBG, as a required partner, will become part of the fabric of the public workforce system in a much more formalized way than in the previous years.

## Attachment H: Office of Vocational Rehabilitation Terms and Conditions

The Office of Vocational Rehabilitation (OVR) is the sole WIOA Title IV provider of programs under Title I of the Rehabilitation Act of 1973. In that role OVR staff provide technical assistance regarding the provision of disability related services to one-stop staff and partners. The vocational rehabilitation program is mandated to provide vocational rehabilitation services to individuals with disabilities based on the program's authorizing statute.

Eligible OVR customers receive multiple services from qualified Vocational Rehabilitation Counselors that may include but not be limited to; diagnostic, vocational counseling and guidance, vocational evaluation, restoration, training, job placement and pre-employment training services for eligible and potentially eligible high school students with disabilities. OVR also provides multiple services to the business community designed to assist businesses with onboarding pre-screened qualified employees with disabilities. OVR on-boarding supports for a qualified new hire can include; reasonable accommodation consultation, initial probationary period wage reimbursement (On-the Job Training-OJT), referral on tax credits or deductions. OVR also offers no-cost consultation on the Americans with Disability Act (ADA), accessibility standards and helping a business to retain current employees following an accident, injury or disability. Our statewide business services staff can identify resources to assist any organization on how to improve access compliance and steps to diversify their workforce to include Pennsylvanians with a disability.

OVR staff shall participate in the delivery of self-directed and staff services as required under current federal legislation within the one stop workforce system in the Southwest Corner Workforce Development Board area as it relates to Office of Vocational Rehabilitation eligible customers. As defined by the Office of Vocational Rehabilitation, training for OVR staff will be at the discretion of the local OVR District Administrator. OVR staff supervision and direction will be the responsibility of the local OVR District Administrator.

### **1. Description of Services**

As a core partner OVR provides Vocational Rehabilitation services for people with disabilities. Eligible OVR customers receive multiple services that may include but not be limited to; diagnostic, vocational counseling and guidance, vocational evaluation, restoration, training, job placement and pre-employment training services for eligible and potentially eligible high school students with disabilities. These individualized services are designed to prepare OVR customers to become qualified trained members of the workforce. OVR provides multiple services to the business community designed to assist businesses with onboarding pre-screened qualified employees with disabilities. OVR on-boarding supports for a qualified new hire can include; reasonable accommodation consultation, initial probationary period wage reimbursement (On-the Job Training-OJT), referral on tax credits or deductions. OVR also offers no-cost consultation on the Americans with Disability Act (ADA), accessibility standards and helping a business to retain current employees following an accident, injury or disability. Our statewide business services staff can identify resources to assist any organization on how to improve access compliance and steps to diversify their workforce to include citizens with a disability.

### **2. Agreement on funding the costs**

All one-stop operating budget costs must be included in the MOU, allocated according to OVR's

proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The one-stop 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.

### **3. Methods to ensure those with barriers to employment are served**

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. Partners must assure 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. All Partners will cooperate with compliance monitoring that is conducted at the Local level to ensure that all PA CareerLink® 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, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices must be available to ensure physical and programmatic accessibility to all customers within the PA CareerLink®.

### **4. Miscellaneous Provisions**

- Pennsylvania state personnel laws and collective bargaining agreements must govern all state merit staff in a PA CareerLink® site. No activity shall infringe upon any collective bargaining agreement. The commonwealth retains authority over its employees and its resources; the commonwealth retains responsibility for its programs.
- The commonwealth is committed toward achieving innovation, service integration and process improvement at the local level. One-stop Operator shall coordinate monthly or bi-monthly meetings to update core partners on operational concerns, problems, anticipated changes or enhancements to service integration, etc. In cases where 'significant' changes or enhancements would impact commonwealth programs, staff or resources, the One-stop Operator must communicate such plans to District Administrators at least 60 days prior to implementation to ensure continuity and stability of commonwealth programs and services.

## Attachment I: Department of Labor & Industry, Unemployment Compensation Program

**Services to be provided:** In accordance with the Workforce Innovation and Opportunity Act (WIOA), the Unemployment Compensation (UC) Program is responsible to provide meaningful assistance to individuals seeking assistance in filing an unemployment claim in PA CareerLink® sites. The meaningful assistance will be provided at PA CareerLink® sites by offering claimants dedicated access to UC service center staff as well as access to important UC information.

Staff from the Bureau of Workforce Partnership and Operations (BWPO) provide some direct assistance to UC claimants and employers at the PA CareerLink® sites. BWPO staff are required to keep records of time spent assisting UC claimants and employers and there are certain identified personnel services that BWPO staff provide that are reimbursed by the UC Program. The reimbursable services and requirements are defined in a separate document entitled Memorandum of Cooperation Between the Unemployment Compensation Programs and Workforce Development Within the Department of Labor & Industry. BWPO staff will continue their processes for referral with approved activities they conduct on UC's behalf. This would include opportunities for referral through partner collaboration.

The UC Board of Review utilizes space in certain PA CareerLink® sites for UC appeal hearings. For the UC appeal hearings, the PA CareerLink® sites shall provide a room with a minimum of 300 square feet, where that size exists within the site, provide access to a copier a networked computer and provide a telephone in the hearing room with conferencing and speaker capabilities. Additionally, UC Tax Services utilizes space in certain PA CareerLink® sites for UC Tax staff. Any change to physical PA CareerLink® sites utilized by the UC Board of Review or UC Tax must be communicated to the Deputy Secretary of UC no less than 90 days prior to any changes occurring including, but not limited to, PA CareerLink® closure, relocation, or proposed mobile concepts.

The cost of the space utilized for the UC courtesy telephones and computers (25 square feet for each device) and for the space utilized by the UC Board of Review, where applicable, will be negotiated and detailed in separate Resource Sharing Agreements. Invoices shall be submitted by the 15th day following the end of the quarter by email to the UC Program Fiscal Management Specialist. Each PA CareerLink® shall submit separate invoices for the phone, computer and UC Board of Review. Invoices will be processed upon UC Program approval.

**Manner in which those services will be provided:** Assistance to individuals filing an unemployment claim will be provided by offering a courtesy telephone at PA CareerLink® sites which is dedicated to serving one-stop customers in a timely manner. In addition, a computer may also be provided to allow one-stop customers access to unemployment compensation services online along with informational UC postings, signs, pamphlets and forms for UC claimants and employers.

Physical accessibility of PA CareerLink® sites and services will be assured in collaboration with the local board. In addition to physical accessibility, UC provides programmatic accessibility through TTY on its dedicated courtesy telephones, as well as bilingual translation and sign language interpretation when needed. Partner collaboration locally will ensure all special populations can be served via referral to partner program supports.

## Attachment J: Department of Labor & Industry, Wagner-Peyser Programs

### **1. Description of Services**

Wagner-Peyser staff provides employment services to job seekers and employers through PA CareerLink® centers. Services to job seekers include, but are not limited to: job search and job placement assistance; career counseling; needs and interest assessments; proficiency testing; workshops; development of an individual employment plan; and case management. Services to employers include assistance in developing and posting job orders, referral of qualified job seekers to job openings and organizing job fairs. Both job seekers and employers are also provided with labor market information to help inform their activities.

### **2. Access to Services**

Access to Wagner-Peyser Act Services will be provided within the local workforce development system through physical and programmatic resources described below. Bureau of Workforce Development Partnership & Operations (BWPO) is the State Workforce Agency (SWA) responsible for administering Wagner-Peyser Act services in accordance with federal regulations.

- a) Wagner-Peyser service focuses on providing a variety of employment related labor-exchange services including, but not limited to: job-search assistance, job referral, and placement help for job seekers, re-employment services to unemployment insurance claimants and recruitment services to employers with job openings. Services are delivered in one of three modes: self-service, facilitated self-help services and staff-assisted service delivery.
- b) Depending on the needs of the labor market, other services – such as assessment of job-seekers' skills, abilities and aptitudes, career guidance when appropriate; job-search workshops and referral to training may be necessary.
- c) The services offered to employers, in addition to referring job seekers to available job openings, include: help developing job-order requirements, matching job seekers' experience with job requirements, skills and other attributes, helping employers with special recruitment needs, arranging for job fairs, helping employers analyze hard-to-fill job orders, helping restructure jobs and helping employers deal with layoffs.
- d) Job seekers who are veterans receive priority referral to jobs and training, as well as veteran-specific employment services. PA CareerLink® delivers specialized services to individuals with disabilities, migrant and seasonal farm-workers, ex-offenders, youth, minorities and older workers.

### **3. Agreement on funding the costs**

All one-stop operating budget costs must be included in the MOU, allocated according to BWPO's proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The one-stop 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.

### **4. Methods for referral**

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

- Familiarize themselves with the basic eligibility and participation requirements of all BWPO programs, as well as with the available services and benefits offered.
- Review materials summarizing BWPO program requirements and make them available for Partners and customers.
- Develop and utilize intake, eligibility determination, assessment, and registration processes.
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs.
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys.
- Commit to robust and ongoing communication required for an effective referral process, and to actively follow up on the results of referrals.

#### **5. Methods to ensure those with barriers to employment are served**

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. Partners must assure 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. All Partners will cooperate with compliance monitoring that is conducted at the Local level to ensure that all PA CareerLink® 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, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices must be available to ensure physical and programmatic accessibility within the PA CareerLink®.

#### **6. Miscellaneous Provisions**

- Pennsylvania state personnel laws and collective bargaining agreements must govern all state merit staff in a PA CareerLink® site. No activity shall infringe upon any collective bargaining agreement. The commonwealth retains authority over its employees and its resources; the commonwealth retains responsibility for its programs.
- The commonwealth is committed toward achieving innovation, service integration and process improvement at the local level. One-stop Operator shall coordinate monthly or bi-monthly meetings to update core partners on operational concerns, problems, anticipated changes or enhancements to service integration, etc. In cases where 'significant' changes or enhancements would impact commonwealth programs, staff or resources, the One-stop Operator must communicate such plans to Regional managers at least 60 days prior to implementation to ensure continuity and stability of commonwealth programs and services.



## Attachment K: Department of Labor & Industry, Jobs for Veterans State Grant (JVSG)

### **1. Description of Services**

JVSG is a BWPO administered program which assures the commonwealth will be able provide special individualized services to disabled veterans. Disabled Veteran Outreach Program (DVOP) staff work in conjunction with PA CareerLink® partners to identify veterans and establish an appropriate plan to meet the individuals' employment and training needs. These specialized counselors work directly with disabled veterans in the provision of labor exchange services, securing appropriate training services and obtaining appropriate employment at a family sustaining wage. In addition, the JVSG allows for Local Veterans Employment Representatives to do employer outreach and promote veterans as job seekers who have highly marketable skills and experience.

### **2. Access to Services**

Veterans are advised of their priority of service status when they connect with the PA CareerLink® system by staff and through signs and documentation posted throughout PA CareerLink® centers.

- a) Veterans qualifying for priority of service designation who require services and/or training are ensured the next available spot as a result of their priority of service status. Local Veterans Employment Representatives (LVERs) and Disabled Veteran Outreach Program (DVOP) staff work in conjunction with PA CareerLink® partners to identify veterans and establish an appropriate plan to meet the individuals' needs.
- b) LVERs will conduct face-to-face contact with employers, plan and participate in job and career fairs and conduct job development with employers. LVERs will facilitate employment, training, and placement services furnished to veterans, promote the benefits of employing veterans, and facilitate employer training. LVER's will work with other partners and workforce development provided to communicate employer outreach and job openings
- c) Veterans with significant barriers to employment such as, but not limited to, long-term unemployment, previous incarceration, and low-income status are able to see the DVOP. A DVOP will be able to provide one-on-one assistance and develop an Individual Employment Plan that will address the specific barriers for the eligible veteran.
- d) DVOP specialists will coordinate supportive services with applicable providers, deliver technical assistance to community-based organizations for employment and training services to veterans, and assist PA CareerLink® partners in providing services to veterans on a priority basis.
- e) Veterans, ages 18-24 and transitional service members are eligible to meet with the DVOP to receive one-on-one case management services.

BWPO is the State Workforce Agency (SWA) responsible for administering and staffing the JVSG grant positions in accordance with federal regulations.

### **3. Agreement on funding the costs**

All one-stop operating budget costs must be included in the MOU, allocated according to BWPO's proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The one-stop 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.

### **4. Methods for referral**

The primary principle of the referral system is to provide integrated and seamless delivery of services to

workers, job seekers, and employers. To facilitate such a system, Partners will agree to:

- Familiarize themselves with the basic eligibility and participation requirements of all BWPO programs, as well as with the available services and benefits offered.
- Review materials summarizing BWPO program requirements and make them available for Partners and customers.
- Develop and utilize intake, eligibility determination, assessment, and registration processes.
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs.
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys.
- Commit to robust and ongoing communication required for an effective referral process, and to actively follow up on the results of referrals.

#### **5. Methods to ensure those with barriers to employment are served**

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. Partners must assure 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. All Partners will cooperate with compliance monitoring that is conducted at the Local level to ensure that all PA CareerLink® 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, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices must be available to ensure physical and programmatic accessibility within the PA CareerLink®.

#### **6. Miscellaneous Provisions**

- Pennsylvania state personnel laws and collective bargaining agreements must govern all state merit staff in a PA CareerLink® site. No activity shall infringe upon any collective bargaining agreement. The commonwealth retains authority over its employees and its resources; the commonwealth retains responsibility for its programs.
- The commonwealth is committed toward achieving innovation, service integration and process improvement at the local level. One-stop Operator shall coordinate monthly or bi-monthly meetings to update core partners on operational concerns, problems, anticipated changes or enhancements to service integration, etc. In cases where 'significant' changes or enhancements would impact commonwealth programs, staff or resources, the One-stop Operator must communicate such plans to Regional managers at least 60 days prior to implementation to ensure continuity and stability of commonwealth programs and services.

## Attachment L: Department of Labor & Industry, Trade Act Services

### **1. Description of Services**

Trade Act programs are focused on getting participants reemployed and ensuring those individuals maintain employment. The TAA Program includes training, employment and case management services, job search allowances, relocation allowances, Trade Readjustment Allowances (TRA), Reemployment Trade Adjustment Assistance (RTAA) and Alternative Trade Adjustment Assistance (ATAA), and the Health Coverage Tax Credit (HCTC) (a benefit available to eligible TAA recipients which is administered by the Internal Revenue Service (IRS)).

The TAA program was first established at the USDOL by the Trade Act of 1974, and has been amended several times. Individual workers who are members of the certified worker group apply for benefits and services at a PA CareerLink® office. Individual workers who meet the qualifying criteria may receive: job training; income support in the form of Trade Readjustment Allowances (TRA); job-search and relocation allowances; Health Coverage Tax Credit (HCTC) as determined by the Internal Revenue Service (IRS); and for workers age 50 and older, a wage supplement in the form of Re-Employment Trade Adjustment Assistance (RTAA; (ATAA)). Additionally, all workers covered by a certification are eligible for employment and case-management services, including basic and individualized career services either through the TAA program or through and in coordination with the Workforce Innovation and Opportunity Act (WIOA) and the Wagner-Peyser Act (reference TEGL No. 3-15).

### **2. Access to Services**

Access to Trade Act Services will be provided within the local workforce development system through physical and programmatic resources outlined below.

- a. The commonwealth will emphasize and reinforce case management services as a means to maintain performance levels for Trade Act participants. Re-employment services will also be enhanced as a component of case management services for participants who have completed Trade Act training prior to exiting the program. This will ensure that participants are receiving the necessary assistance to enter the workforce with suitable employment in place. These services are provided by the Bureau of Workforce Development & Operations Trade staff located in Central office and PA CareerLink® staff located throughout the state.
- b. The commonwealth implemented an online application for TAA training, job-search and relocation allowances, the Alternative Trade Adjustment Assistance (ATAA) and Reemployment Trade Adjustment Assistance (RTAA) programs. This online application is accessed via the Internet, and dislocated workers, PA CareerLink® Merit staff and training providers add information online. PA CareerLink® Merit staff helps trade-affected workers complete their applications, and assess workers' skills and experiences.
- c. The commonwealth uses Wagner-Peyser resources to provide career services for all job seekers. Pennsylvania's service delivery system provides greater choice and focuses resources where dislocated workers most need them. Dislocated workers receive all WIOA services in a comprehensive PA CareerLink® center. Pennsylvania co-enrolls all TAA-eligible workers in the WIOA program to ensure that all Trade participants receive the full range of assistance available to dislocated workers. These services are provided by our partner network, which includes Title 1 Contractors and local Workforce Development Boards.

### **3. Agreement on funding the costs**

All one-stop operating budget costs must be included in the MOU, allocated according to BWPO's proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The one-stop 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.

#### **4. Methods for referral**

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

- Familiarize themselves with the basic eligibility and participation requirements of all BWPO programs, as well as with the available services and benefits offered.
- Review materials summarizing BWPO program requirements and make them available for Partners and customers.
- Develop and utilize intake, eligibility determination, assessment, and registration processes.
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs.
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys.
- Commit to robust and ongoing communication required for an effective referral process, and to actively follow up on the results of referrals.

#### **5. Methods to ensure those with barriers to employment are served**

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. Partners must assure 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. All Partners will cooperate with compliance monitoring that is conducted at the Local level to ensure that all PA CareerLink® 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, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices must be available to ensure physical and programmatic accessibility within the PA CareerLink®.

#### **6. Miscellaneous Provisions**

- Pennsylvania state personnel laws and collective bargaining agreements must govern all state merit staff in a PA CareerLink® site. No activity shall infringe upon any collective bargaining agreement. The commonwealth retains authority over its employees and its resources; the commonwealth retains responsibility for its programs.
- The commonwealth is committed toward achieving innovation, service integration and process improvement at the local level. One-stop Operator shall coordinate monthly or bi-monthly meetings to update core partners on operational concerns, problems, anticipated changes or enhancements to service integration, etc. In cases where 'significant' changes or enhancements would impact commonwealth programs, staff or resources, the One-stop Operator must communicate such plans to Regional managers at least 60 days prior to implementation to ensure continuity and stability of commonwealth programs and services.

## Attachment M: Department of Labor & Industry, Foreign Labor Certification

### **1. Description of Services**

The H2A (Temporary Agricultural Program) and H2B (Temporary Non- Agricultural Program) help U.S. employers fill jobs while protecting U.S. and foreign workers. Hiring foreign workers for employment in the U.S. normally requires approval from several government agencies. First, employers must seek labor certification through the U.S. Department of Labor (DOL). Once the application is certified (approved), the employer must petition the U.S. Citizenship and Immigration Services (CIS) for a visa. Approval by DOL does not guarantee a visa issuance. The Department of State (DOS) will issue an immigrant visa number to the foreign worker for U.S. entry. Applicants must also establish that they are admissible to the U.S. under the provisions of the [Immigration and Nationality Act \(INA\)](#).

Although each foreign labor certification program is unique, there are similar requirements that the employer must complete prior to the issuance of a labor certification. In general, the employer will be required to complete these basic steps to obtain a labor certification:

- a. The employer must ensure that the position meets the qualifying criteria for the requested program.
- b. The employer must complete the ETA form designated for the requested program. This may include the form and any supporting documentation (e.g., job description, resume of the applicant, etc.).
- c. The employer must ensure that the wage offered equals or exceeds the prevailing wage for the occupation in the area of intended employment.
- d. The employer must ensure that the compliance issues affected upon receipt of a foreign labor certification are completely understood.
- e. The completed ETA form is submitted to the designated Department of Labor office for the requested program (e.g., SWA, processing center or the national office).
- f. The employer is notified of the determination of the Department of Labor.

### **2. Access to Services**

Access to H2A Foreign Labor Certification services will be provided within the local workforce development system through the Bureau of Workforce Partnership & Operations (BWPO). BWPO is the State Workforce Agency (SWA) responsible for helping Pennsylvania employers hire foreign workers in accordance with federal regulations.

- a. BWPO is in partnership with the PA CareerLink® network of one-stop service centers. These centers are located throughout the state and help employers recruit qualified U.S. workers through the automated, self-service Job Gateway.
- b. The Foreign Labor Certification Unit (FLC), a work unit within BWPO Central Office, provides employers with other U.S. Department of Labor (USDOL) mandated foreign labor certification process services, and helps employers complete the SWA related segments of the temporary foreign labor H-2A and H2B.
- c. PA CareerLink® staff assist in administering an internet based labor exchange called Job Gateway®. This self-service, automated system enables employers, attorneys or agents to submit job postings and search for workers, while job seekers search the job postings and submit their resumes or job applications to the employers or their Points of Contact (POC). In addition to enabling employers or their POCs to independently submit and manage job postings, the self-serve system permits employers or their POCs to obtain job posting "My Candidates" lists 24 hours a day, seven days a week at [www.jobgateway.pa.gov](http://www.jobgateway.pa.gov).

- d. PA CareerLink® staff also offer a variety of other employer services including education and training services to help employers build a quality workforce.
- e. PA CareerLink® staff help employers fulfill part of the USDOL requirements for FLC by helping them recruit U.S. workers and determine whether or not there are any qualified job applicants available to fill their job postings. The goal, as required, is to find U.S. workers for all positions.

### **3. Agreement on funding the costs**

All one-stop operating budget costs must be included in the MOU, allocated according to BWPO's proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The one-stop 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.

### **4. Methods for referral**

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

- Familiarize themselves with the basic eligibility and participation requirements of all BWPO programs, as well as with the available services and benefits offered.
- Review materials summarizing BWPO program requirements and make them available for Partners and customers.
- Develop and utilize intake, eligibility determination, assessment, and registration processes.
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs.
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys.
- Commit to robust and ongoing communication required for an effective referral process, and to actively follow up on the results of referrals.

### **5. Methods to ensure those with barriers to employment are served**

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. Partners must assure 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. All Partners will cooperate with compliance monitoring that is conducted at the Local level to ensure that all PA CareerLink® 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, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices must be available to ensure physical and programmatic accessibility within the PA CareerLink®.

### **6. Miscellaneous Provisions**

- Pennsylvania state personnel laws and collective bargaining agreements must govern all state merit staff in a PA CareerLink® site. No activity shall infringe upon any collective bargaining

agreement. The commonwealth retains authority over its employees and its resources; the commonwealth retains responsibility for its programs.

- The commonwealth is committed toward achieving innovation, service integration and process improvement at the local level. One-stop Operator shall coordinate monthly or bi-monthly meetings to update core partners on operational concerns, problems, anticipated changes or enhancements to service integration, etc. In cases where 'significant' changes or enhancements would impact commonwealth programs, staff or resources, the One-stop Operator must communicate such plans to Regional managers at least 60 days prior to implementation to ensure continuity and stability of commonwealth programs and services.

## Attachment N: Department of Labor & Industry, Rapid Response

### **1. Description of Service**

Rapid Response is an early intervention business service that assists workers and employers during the entire business cycle. Rapid Response coordinates layoff aversion and outplacement services for employers and workers affected by layoffs, plant closures, or natural disasters. It is not always event-driven; it is a pro-active approach to planning for and managing economic transitions. At its best, Rapid Response assist employers with their layoffs by coordinating outplacement services prior to layoff, while supporting the business by working with other state and local stakeholders who can then assist in job expansion. Rapid Response provides an introduction to the Workforce and Economic Development Systems and helps workers and employers navigate the Commonwealth's system of user-friendly resources and information to help transition workers into reemployment, and assist businesses.

- a. The primary objective of rapid response is to provide workers with the resources and services necessary to allow them to find new jobs or get the training and education needed for new careers so they can return to work quickly.
- b. Rapid Response Services (RRS) also helps communities develop proactive and coordinated strategies to access Pennsylvania's economic development systems that help businesses at risk of closing to keep their doors open.

### **2. Access to Services**

Access to Rapid Response Services will be provided within the local workforce development system through physical and programmatic resources outlined below.

- a. Rapid Response activities are triggered when the Department of Labor and Industry learns of a planned closure or layoff either by receiving a notice as required by the Worker Adjustment and Retraining Notification (WARN) Act, through the media, or by contacts in the local area. Services may also be offered when Pennsylvania experiences mass job dislocation as the result of a disaster. There is no charge to the employer or employee for these services and they are provided regardless of the reason for the layoff. These resources are provided by Bureau of Workforce Development & Operations Rapid Response Staff throughout the state.
- b. Fact Findings and Rapid Response Informational Meetings, which includes presentations and organized activities, are led by Bureau of Workforce Development & Operations Rapid Response Staff throughout ***all*** phases of the layoff/closure business cycle.
- c. Rapid Response Staff are responsible for organizing the necessary partners to present information on the PA CareerLink® system, Unemployment Compensation, and Social Service Agency Support Systems, as well as serving as an intermediary during the employee's transition. Rapid Response provides an introduction to the workforce system and helps workers and employers navigate the system. Convening, facilitating, and brokering connections, networks, and partners.
- d. Communication of Rapid Response services will be coordinated through its partner network, which includes Economic Development, Business Service Teams, Title 1 Operators and local Workforce Development Boards.

### **3. Agreement on funding the costs**

All one-stop operating budget costs must be included in the MOU, allocated according to BWPO's proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The one-stop 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.



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#### **6. Miscellaneous Provisions**

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## Attachment O: Department of Agriculture

### **Proposed In-Kind Contributions of the PA Department of Agriculture to the PA Workforce System**

While the primary mission of the PA Department of Agriculture is to assure the safe production and safety of agriculture and food products in the Commonwealth, the Department also takes seriously its role in representing agriculture and food employers in keeping Pennsylvania agriculture and food competitive in the national and global marketplace.

Clearly, the issue of most concern to employers in this industry segment which is one of the leaders in the PA economy is the stability of its workforce. The Workforce Committee of the Team PA Agriculture Advisory Board recently indicated that (1) sustaining and upgrading traditional agriculture education programs, (2) providing more detailed information on career paths and occupations in the industry, and (3) supporting and stabilizing the foreign-born workers that make up in excess of 75% of the agriculture and food workforce are its three priorities for the near future.

With these priorities in mind, the PA Department of Agriculture proposes that it can support the workforce development system in the Commonwealth in the following ways:

- Provide detailed information on careers in the agriculture and food industry to youth, dislocated worker, and incumbent workers that the workforce development system touches in its programming;
- Encourage agriculture and food employers to use the labor exchange systems used through the PA CareerLink® centers in Pennsylvania;
- Support the development of apprenticeship programs in career pathways that related to the agriculture and food industry;
- Encourage the development of occupational skill training for non-traditional students outside of the formal education system but, ultimately, related to it through articulations and other recognition;
- Supplement the services provided by the PA Department of Labor and Industry to agriculture and food employers who are interested in using the foreign labor certifications that are available for guest workers (H-2A and B);
- Monitor the needs of the agriculture and food industry for workers, record the feedback from employers, and provide information as available.

More conversations would be required to agree on how this information could be accessed by PA CareerLink® staff and/or customers.

## Attachment P: Aging - Urban Senior Job Program

### **Proposed In-Kind Contributions of the Urban Senior Job Program to the PA CareerLink® Beaver County**

The Urban Senior Job Program is a Senior Citizen initiative of the National Urban League that is offered locally in Pittsburgh. Our staff works with applicants to hone skills, maintain work-readiness and find appropriate opportunities. The program offers introduction to computer workshops for applicants. The Urban Senior Job Program maintains this pool of qualified workers and ensures that employers can recruit reliable, experienced job seekers. The Urban Senior Job Program provides applicants with opportunities to learn skills and on the job training via placement at non-profit organizations within Pittsburgh.

A long-time partner at the PA CareerLink® Beaver County and required partner of the one-stop system, the Urban Senior Job Program will continue to offer in-kind workers on site at the PACL to assist with staffing, customer service, and career resource center assistance. Providing this in-kind service allows for benefits among the PACL partners, including covering career resource center shifts to allow other partners to focus on their individual programs. Urban Senior Job Program will work with PA CareerLink® Operators and Site Administrators to address any issues, needs, or suggestions on the services provided.

More conversations would be required to agree on how Urban Senior Job Program information could be accessed by PA CareerLink® staff and/or customers.

## AUTHORITY AND SIGNATURE

By signing my name below, I, \_\_\_\_\_, certify that I have read the Memorandum of Understanding for PA CareerLink® partners for services and centers in the Southwest Corner Workforce Development Area. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

- ❖ The MOU;
- ❖ The Resource Sharing Agreement for all PACL centers; and
- ❖ The Infrastructure Funding Agreement (IFA) for all PACL centers.

By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of:

- ❖ The MOU;
- ❖ The Resource Sharing Agreement for all PACL centers; and
- ❖ The Infrastructure Funding Agreement (IFA) for all PACL centers.

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) In one (1) year;
- b) Upon amendment, modification, or termination; or
- c) On June 30, 2018, whichever occurs earlier.

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Signature

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Date

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Print Name and Title

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Partner/Partners' Name

*(If authorized signatory for multiple partners, please list all partner agencies on the above line)*