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MEMORANDUM OF UNDERSTANDING
Between NWPA Job Connect
and the One Stop Partners

July 1, 2022 to June 30, 2025

PA CareerLink® Service Delivery System – A Proud Partner of the American Job Center Network

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Legal Authority

The Workforce Innovation and Opportunity Act (WIOA) sec. 121(c)(1) requires the Northwest PA Workforce Development Board (NWPA Job Connect), with the agreement of the local area's Chief Local Elected Officials (CLEO), 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

The purpose of this Memorandum of Understanding (MOU) is to outline and confirm the understanding of the Partners regarding the operation and management of the PA CareerLink® sites in the Northwest PA local area and identify the relationships between and respective roles, duties, obligations and responsibilities of the One-Stop Partners. Parties to this document will coordinate and deliver the services described within this MOU in accordance with the legislative requirements governing the Partners' respective programs.

The Northwest PA Workforce Development board (NWPA Job Connect), with the agreement of the local area's CLEOs, has competitively procured a One-Stop Operator awarded to Equus Workforce Services, to serve the Northwest PA local workforce development area. Its roles and responsibilities are further outlined within this MOU.

The Operating Budget and Infrastructure Funding Agreement establish the financial plan, including the terms and conditions, to fund the services, infrastructure, and operating costs associated with the Northwest PA Workforce Development Area's PA CareerLink® system.

The material contained herein reflect the commitment and support of the Partners to their customers and to the communities of the Northwest PA Workforce Development Area.

Period of Relevance

This MOU will serve as a record of the relationship of the signatories from July 1, 2022 through June 30, 2025, unless modified by the Partners. This MOU will be reviewed not less than once every three-year period to ensure appropriate funding and delivery of services.

Introduction

The Northwest PA Workforce Development Board (NWPA Job Connect) for the Northwest PA Local Workforce Development Area (LWDA), as designated within the Commonwealth of Pennsylvania, is dedicated to ensuring that the residents of its six county service local area (Clarion, Crawford, Erie, Forest, Venango and Warren Counties) receive the highest level of services available through the local One-Stop system, and that these services be provided by the One-Stop Partners in the most efficient and effective manner possible. As stated in its local and

regional plan, the NWPA Job Connect is committed to supporting a data-driven, goal-oriented public workforce system that:

- Is flexible and responsive to the changing needs of jobseekers and employers;
- Embraces innovation as espoused in the Workforce Innovation and Opportunity Act (WIOA)
- Is committed to serving all those who are seeking employment or employees;
- Is integrated into a larger, coordinated network that includes others with a similar mission;
- Recognizes the importance of career pathways and invests in training opportunities that are tied to employer demand and results in jobs that pay a family sustaining wage;
- Is committed to excellence and accountable to its funding agents, its customers and its partners.

The One-Stop Partners within the LWDA include all entities required by the Workforce Innovation and Opportunity Act (WIOA), as well as additional partners that are best-positioned to provide those services most needed by the residents and businesses of each respective county.

This MOU serves as an agreement between and among various One-Stop partners hereafter referred to as “Partners” and the NWPA Job Connect. Its purpose is to outline the structure by which the NWPA Job Connect and the Partners will provide one-stop services for businesses, their incumbent workforce, those seeking employment, and other interested parties within the local area.

The provisions and terms of this MOU detailed herein are subject to change as mandated by federal and/or state regulation and/or policy or as negotiated by the Partners and the NWPA Job Connect.

The MOU outlines the terms for cooperation and support regarding the local One-Stop system as outlined in the NWPA Job Connect’s Local Plan. The parties to this MOU will work cooperatively to help strengthen and support a system that is demand-driven and seamless, addresses the workforce needs of the local business community, and helps to prepare residents for and to find careers that offer opportunities for life-long learning and a family-sustaining wage.

Vision and Mission

The NWPA Job Connect is committed to supporting a data-driven, goal oriented public workforce system. Its mission is to ensure that the local area’s workforce development initiatives are carried forth in a unified, coordinated manner, with all entities working together for the benefit of the residents and employers of the local area. The Partners will ensure that the vision and mission are reflected in PA CareerLink® operations. Services must be customer-focused, and provide access and opportunities to all job seekers, particularly those with barriers to employment. Continuous improvement strategies are to be employed by all parties, from the NWPA Job Connect to each Partner. Partners agree to support the NWPA Job Connect in attaining the performance accountability measures as negotiated with the state (common measures).

System Structure

The NWPA Job Connect has two comprehensive PA CareerLink® sites (Erie and Oil City) that are dedicated to providing a wide range of assistance to both job seekers and employers. These sites were originally established under the Workforce Investment Act of 1998 and have continued under the Workforce Innovation and Opportunity Act of 2014. The sites include:

- PA CareerLink® Erie County, 1647 Sassafras Street, Suite 300, Erie, PA 16502
One Stop Operator, 814-455-9966 Hours: Monday – Friday 8:30 am to 4:30 pm
- PA CareerLink® Oil Region, 255 Elm Street, Oil City, PA 16301

One Stop Operator, 814-678-5050, Hours: Monday – Friday 8:30 am to 4:30 pm

In addition to these locations, mobile delivery of services through partner agencies throughout the six-county local area will be provided.

One-Stop Operator

The NWPA Job Connect, with concurrence from the Chief Local Elected Officials (CLEOs), selected a one stop operator and awarded a contract to Equus Workforce Services through a competitive process in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, hereafter known as the Uniform Guidance, the WIOA, and local and state procurement laws and regulations. All documentation for this procurement, including the Request for Proposal and selection process is available at the NWPA Job Connect office. The Commonwealth of Pennsylvania requires the One-Stop Operator to be competitively re-procured at least every three years and no later than every four years. Details related to the function of the One-Stop Operator, hereafter known as the OSO, are outlined in the ***Roles and Responsibilities*** section.

Parties to the Memorandum of Understanding

The Workforce Innovation and Opportunity Act (WIOA) identifies the One-Stop System as the service delivery system for programs funded under the Act and its partner programs. The following parties are responsible for the administration of WIOA and service delivery through the PA CareerLink® system:

- **Chief Local Elected Officials** (CLEOs), who oversee the Northwest PA workforce development system and represent the county commissioners from the local area’s five rural member counties and the Erie County Executive from Erie County.
- **NWPA Job Connect**, the local board that is designated to work in partnership with the CLEOs to establish policies and oversee the local area’s workforce development system.
- **Venango County Commissioners (County of Venango)** serve as the local area’s fiscal agent.
- **Partners for Performance** provides staff to the NWPA Job Connect.
- **Equus Workforce Services, the One-Stop Operator** (OSO), designated by the CLEOs and NWPA Job Connect is responsible for service coordination in the local area’s PA CareerLink® sites.
- **One Stop Partners**, the WIOA identifies the required partners to include:
 - Programs authorized under Title I of WIOA, serving
 - Adults;
 - Dislocated workers;
 - Youth;
 - YouthBuild;
 - Job Corps;
 - Native American programs;
 - Migrant and seasonal farmworker programs; and
 - Jobs for Veterans State Grants Programs authorized under Chapter 41 of title 38, U.S.C.
 - Programs authorized under the Wagner-Peyser Act (WIOA sec. 121 (b)(1)(B)(ii);
 - Adult education and literacy activities authorized under Title II of WIOA (WIOA sec. 121 (b)(1)(B)(iii);

- Programs authorized under parts A and B of Title I of the Rehabilitation Act of 1973 (WIOA sec. 121 (b)(1)(B)(iv);
- Foreign Labor Certification
- Rapid Response
- Senior community service employment activities authorized under Title V of the Older Americans Act of 1965 (WIOA sec. 121 (b)(1)(B)(v);
- Postsecondary vocational education activities under the Carl D. Perkins Vocational and Applied Technology Education Act (WIOA sec. 121 (b)(1)(B)(vi);
- Trade Adjustment Assistance and NAFTA Transitional Adjustment Assistance activities authorized under chapter 2 of Title II of the Trade Act of 1974 (WIOA sec. 121 (b)(1)(B)(vii);
- Activities authorized under chapter 41 of Title 38 local veterans' employment representatives and disabled veterans outreach programs (WIOA sec. 121 (b)(1)(B)(viii);
- Employment and training activities carried out under the Community Service Block Grant (WIOA sec. 121 (b)(1)(B)(ix);
- Employment and training activities carried out by the Department of Housing and Urban Development (WIOA sec. 121 (b)(1)(B)(x);
- Programs authorized under State unemployment compensation laws (WIOA sec. 121 (b)(1)(B)(xi);
- Programs authorized under section 212 of the Second Chance Act of 2007 (WIOA sec. 121 (b)(1)(B)(xii);
- TANF programs authorized under part A of Title IV of the Social Security Act (WIOA sec. 121 (b)(1)(B)(xiii).

*Attachment C included in this document contains a listing of all partners in the local area's PA CareerLink® sites. Please note that YouthBuild, Native American Programs, and Migrant and Seasonal Farmworker Programs are national programs without a physical presence or regional office in the Northwest PA local area.

Services

WIOA Section 121 (b) outlines the minimum responsibilities of all required partners under the WIOA. In the local PA CareerLink® system in Northwest PA, the following services, as outlined in the WIOA will, at a minimum, be provided:

- 1) Basic Career Services - available to everyone and include:
 - Program eligibility - includes determining if the individual is eligible to receive additional assistance under the WIOA Title I Adult, Dislocated Worker or Youth programs.
 - Outreach and orientation - includes participation in Reemployment Services and Eligibility Assessment (RESEA) Program. Participants receive information on the wide array of services provided by the PA CareerLink® and other resources available.
 - Initial and Preliminary Assessment - includes the identification of potential barriers to employment, assists with identifying special status or priority of service (veteran, low income, individual with a disability).
 - Labor Exchange - supported by Wagner-Peyser staff and includes provision of labor market information, job search and placement/job referral assistance, coordination of activities including referral for service to be provided by PA CareerLink® partners as well as other organization/agencies in the community.
 - Provision of Information including:
 - Performance data including information related to the one-stop's ability to attain performance accountability measures as negotiated with the state (common measures)
 - Training-related information including review of the Eligible Training Provider List (ETPL), school performance (completion rates, placement, wage), cost and financial aid.

- Access to Unemployment Insurance phone and internet
 - Availability of supportive services including transportation, childcare, and other appropriate services based on documented need
- 2) Individualized Career Services may be provided to individuals who need additional assistance to retain or obtain employment and include:
- Comprehensive and specialized assessments - these include tools to determine math and reading literacy levels and identify basic skills deficiencies, tools to identify career interests and aptitudes, including CASAS, WIN, and WorkKeys® career readiness credential. In addition to these tools, staff may utilize intensive customer interviewing to identify additional barriers to employment and provide more effective career planning counseling.
 - Preparation of the Individual Employment Plan (IEP) - this document serves as the road map and includes the customer's vocational goal and identifies the services, planned and provided, that will help them reach their goal. It also identifies any barriers to employment and where appropriate, referral to other services. This is not a static document but is regularly reviewed and updated to reflect changes in services and customer circumstances.
 - Counseling, career planning and talent development - includes more intensive assistance job search and mentoring.
 - Short-term prevocational services - includes helping customer gain a clearer understanding of desirable 'work ethics' and employer expectations, the importance of strong communication skills, Internships and work experience including paid and unpaid
 - Work-Readiness services - includes computer classes (basic and intermediate), time management, conflict resolution and other workshops that help prepare the customer for employment or education.
 - Financial literacy services - includes budget development and workshops that explore the financial implications that accompany post-secondary education.
 - Job search assistance for those who wish to leave Northwest PA.
 - English as a second language (ESL) and integrated education and training (IET) are activities in the local area that are currently being explored for increased collaboration with Title II Adult Education and Training Provider partners.
- 3) Follow-up Services will be provided to those customers who are placed in unsubsidized employment for one year following placement. Maintaining the relationship between staff and customer is vital, even after employment has been secured. This allows the PA CareerLink® staff to identify and address any possible barriers to job retention.
- 4) Training Services are available to those individuals who do not possess the marketable skills need to obtain or retain a job that meet the local area's self-sufficiency level. They can take several forms and include:
- Individual Training Account - All training must be tied to an occupation on the High Priority Occupation (HPO) List; the training provider and program must be on the ETPL. While customer choice largely drives training decisions, up-front career planning is essential so that the customer makes informed choices regarding field of study and training provider
 - Work-based Training - these include OJT, customized training, incumbent worker training and transitional employment, and apprenticeships.
 - On-the-Job Training - the NWPA Job Connect will provide a 50% wage reimbursement to a participating employer during the participant's training period. To be considered for an adult or dislocated worker OJT contract, the position must result in a full-time, high priority occupation at a self-sufficient wage following the training.

- 5) Business Services will be provided by applicable PA CareerLink® partners in a coordinated manner and are designed to assist businesses in employee recruitment and retention. Business services, a cornerstone in all the local area's PA CareerLink® sites, will include but are not limited to the following:
- customized screening and referral of qualified participants in career and training services,
 - posting job orders on the PA CareerLink® website and other labor exchange-related services,
 - the development of detailed training plans for those individuals and employers who will be utilizing on-the-job training, and the provision of up-to-date labor market information.
 - Recruitment and other business services on behalf of employers, including information and referrals to specialized business services other than those traditionally offered through the one-stop delivery system
 - Labor market employment statistics information
 - Information about the local area performance accountability measures
 - Employer-oriented labor exchange activities
 - Establish and develop relationships and networks with large and small employers and their intermediaries. Develop, convene, or implement industry or sector partnerships.
 - Help area employers manage reductions in coordination with rapid response activities and with strategies for layoff aversions.
 - To ensure success, staff providing these services must understand the skills needs of the local area's targeted industry sectors (as identified by the partners) and actively engage in existing industry partnership initiatives and work in concert with the NWPA Job Connect to expand such initiatives to include promotion of apprenticeships. Each site will have an integrated and aligned business services strategy that spans partner agencies and presents a unified approach to employer outreach and communication.
 - Youth services will be provided by applicable PA CareerLink® partners in a coordinated manner and will include but are not limited to the following:
 - i. Provide tutoring, study skills training, instruction and evidence-based dropout prevention and recovery strategies that lead to the completion of a secondary school diploma or recognized equivalent, or a recognized post-secondary credential.
 - ii. Provide alternative secondary school services or dropout recovery services
 - iii. Provide paid and unpaid work experiences have academic and occupational education components.
 - iv. Conduct occupational skill training, which shall include priority consideration for training programs that lead to recognized post-secondary credentials, which align with in-demand industry sectors or local areas occupations.
 - v. Provide education offered concurrently with, and in the same context as workforce preparation activities and training for specific occupations or occupational clusters.
 - vi. Provide leadership development opportunities, including community service and peer-centered activities that encourage responsibility and other positive social and civic behaviors
 - vii. Provide support services
 - viii. Provide adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.
 - ix. Provided follow-up services for not less than 12 months after the completion of participation as appropriate.
 - x. Provide comprehensive guidance and counseling which may include drug and alcohol abuse counseling and referrals to counseling as appropriate.
 - xi. Conduct financial literacy education
 - xii. Conduct entrepreneurial skills training
 - xiii. Provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling and career exploration services.
 - xiv. Provide activities that help youth prepare for and transition to post-secondary education and training.

- 6) Mobile Service Delivery provides a proactive approach to service delivery; meeting the client where they are most comfortable and receptive to the delivery of meaningful career services. This can be at a partner or public locations within their community. The model provides for delivery of “wrap around” services from a collaborative team of professionals to clients with various barriers to employment and replicates the services found in the comprehensive site. These services can be delivered in a setting where job seekers are familiar and based on their individual preferences or needs. Mobile Service Delivery will be guided by the Accessibility Protocol found in Attachment E of this MOU.

It is important to note that the services identified above reflect at a minimum, the services to be provided under the WIOA requirements. The expectation by all parties to this agreement is that additional and partner-specific services will be provided to meet the needs of the job seeker and business customer. This is especially true and important in service delivery to those with significant barriers to employment.

The PA CareerLink® site will also serve as a resource center for appropriate labor market information. Partner programs, including those that are neither co-located in the physical one-stop or mandated, are encouraged to provide printed materials related to their programs and resources for distribution to customers as appropriate.

Roles and Responsibilities

All parties to this agreement will work together to ensure that the Northwest PA CareerLink® sites provide quality services to job seekers and employers in an efficient and effective manner. Every effort will be made to coordinate services between partner agencies/staff so that duplication of effort and resources does not occur and that these services are provided in an integrated and seamless manner.

All parties to this agreement shall comply with:

- Workforce Innovation and Opportunity Act, enacted July 22, 2014
- WIOA promulgating regulations, *Department of Labor Only, 20 Code of Federal Regulations, or CFR Parts 603, 651, 652, et al.*, Final Rule, published August 19, 2016
- WIOA promulgating regulations, *Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop-System Joint Provisions, 20 CFR 676, 677, and 678*, Final Rule, published August 19, 2016.
- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29CFR 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 American with Disabilities Act of 1990 (Public Law 101-336),
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service 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 Identify, 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. § 123g; 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, and

- All requirements imposed by the regulations issued pursuant to these acts.

The provisions listed above require, in part, that no persons in the United State 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 aide, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

Additionally, all parties shall:

- Collaborate and assist each other in the development of necessary service delivery procedures and practices as they relate to the services outlined in the **Services** section of this agreement.
- 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 related to privacy rights of customers, maintenance of records, and other confidential information related 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.
- Agree to adhere to the Communications Protocol as developed and implemented by the NWPA Job Connect to ensure effective communication across the local workforce development system.

Chief Local Elected Officials (CLEOs)

The CLEOs include the county commissioners from the local area’s rural counties and the Erie County Executive from Erie County. A Chair of the Chief Local Elected Officials will be named. The Chair of the CLEOs has signing authority on behalf of the local area’s CLEOs. The CLEOs will, at a minimum:

- Work in partnership with the NWPA Job Connect and other partners to develop and submit all required planning documents (local and regional),
- Review and approve the NWPA Job Connect’s annual budget and costs associated with the local area’s PA CareerLink® sites,
- Approve the selection of the WIOA Title I and One-Stop Operator following the competitive procurement processes, and monitor performance of both, and
- Coordinate with the NWPA Job Connect to oversee the operations of the PA CareerLink® sites in the Northwest PA local area.

NWPA Job Connect

The local board will be comprised of those individuals identified in the WIOA and all pertinent Department of Labor and Industry Workforce System Policies. The NWPA Job Connect will work to ensure that the workforce-related needs of job seekers, employers and incumbent workers are met where possible and in consideration of available funding and other resources. The NWPA Job Connect will, at a minimum:

- Work in partnership with the CLEOs and other partners to develop and submit all required planning documents,
- Work in partnership with the CLEOs and other partners to develop and communicate the strategic vision, goals, objectives and workforce-related policies,
- Work in partnership with the CLEOs and other partners to identify, design and certify PA CareerLink® sites, affiliates and specialized centers for dislocated workers,
- Work in partnership with the CLEOs to competitively procure WIOA Title I service providers and the One-Stop Operator, review and evaluate performance of all entities for compliance and quality, implement corrective action plans when necessary and if applicable, terminate for lack of performance,
- Outline the role and responsibilities of the OSO,
- Develop the annual budget for Title I and NWPA Job Connect-supported special initiatives and approve annual budget allocations for the local area’s PA CareerLink® sites,
- Leverage additional funding to support and expand services within the PA CareerLink® sites,

- Ensure sufficient numbers and types of 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),
- Ensure a holistic system of supporting services
- Help the one stop operator recruit operational partners and negotiate MOUs with new partners,
- Evaluate performance of the NWPA local workforce development area.

Venango County Commissioners (County of Venango)

The Venango County Commissioners will provide the CLEO-designated fiscal agent services to the NWPA Job Connect; it will at a minimum:

- Manage all PA CareerLink® cash accounts.
- Account for all cash receipts and cash disbursements for the PA CareerLink® site.
- Invoice Partners for their portion of shared costs in accordance with the cost allocation plan.
- Prepare and distribute quarterly activity statements.
- Ensure compliance with federal and state fiscal management and procurement standards.

The Partners acknowledge that the Fiscal Agent is acting solely at their request and for their convenience. The Fiscal Agent shall not be deemed to be the agent for any of the Partners, and that the Fiscal Agent shall not be liable to any of the Partners for any action or omission on its part taken or made in good faith, and not in disregard of this Agreement. The Partners shall jointly and severally indemnify and hold the Fiscal Agent harmless from and against all costs, claims and expenses, including reasonable attorneys' fees, incurred in connection with the performance of the Fiscal Agent's duties.

NWPA Job Connect Staff

As employees of Partners for Performance and staff to the NWPA Job Connect, staff will, at a minimum:

- Assist the CLEOs, partners and NWPA Job Connect with the development, submission and implementation of all required planning documents,
- Support the NWPA Job Connect with the implementation and communication of the board's vision, goals and objectives and workforce related policies,
- Provide operational and program-specific technical assistance to the OSO and WIOA Title I providers, as it relates to service provision to job seekers and employers,
- Investigate and resolve those customer complaints and grievance issues that rise above the one-stop site administration level,
- Supports maintenance of the Eligible Training Provider List (ETPL) and assist training providers with applying for inclusion on the ETPL,
- Supports monitoring and quality assurance efforts related to the OSO, WIOA Title I providers and the local area's PA CareerLink® sites,
- Works to secure additional funding to support and enhance service delivery in the local area, and
- Oversee negotiations and maintenance of MOUs with one stop partners.

One-Stop Operator (OSO)

Under the leadership and with guidance of the NWPA Job Connect, the OSO will be tasked with the coordination of service delivery of one-stop partners and related services providers. Duties of the OSO include support for the following:

- Fiscal management and oversight in concert with the County Commissioners from the County of Venango, as fiscal agent. This includes assistance in the preparation and maintenance of the Operating Budget and Infrastructure Funding Agreement, formerly the Resource Sharing Agreement Budget,
- Seamless integration and availability of services by PA CareerLink® partners,
- Oversight of the performance management system relative to WIOA Performance Metrics,

- Evaluation of customer needs and satisfaction,
- Preparation for NWPA Job Connect quality reviews and compliance with PA Department of Labor and Industry and NWPA Job Connect one-stop certification criteria,
- Liaison with the NWPA Job Connect to include participation in NWPA Job Connect and pertinent committee meetings,
- Marketing and outreach for the PA CareerLink® sites and system to job seekers and employers,
- Recruitment of additional partners,
- Professional development of PA CareerLink® staff,
- Continuous improvement through responding to assessment of customer needs,
- Equus Workforce Services will not assist in the development, preparation, and submission of local plans,
- Equus Workforce Services cannot manage or assist in future competitive processes for selecting operators, select or terminate one stop operators, career service providers, or youth providers,
- The one stop operator cannot negotiate local performance accountability measures or develop and submit budgets for activities of the NWPA Job Connect, and
- NWPA Job Connect is responsible for the negotiated performance measures, strategic planning, budgets, and one stop operator oversight (including monitoring).

Adjustments to these duties may be made following input from the Board, in agreement with the CLEOs, and consideration by the NWPA Job Connect.

Partners

The WIOA outlines those partners required to provide services through the local area's PA CareerLink® sites. It will be incumbent upon the NWPA Job Connect, OSO, and Partners to work together to identify and recruit additional partners who can provide value to the public workforce system and specifically in service to those customers with significant barriers to employment. As noted in TEG1 16-16, services can be provided directly on-site with a program staff member physically present at the PA CareerLink®. Services may also be provided by a staff member from a different partner program physically present at the PA CareerLink® and appropriately trained to provide information to customers about the programs, services and activities. Services may also be made available via a direct linkage through technology, such as Zoom or Skype, to a program staff member who can provide meaningful information or services. Provision of a phone number, Web site address or printed materials will not constitute a direct linkage.

To enhance and advance service integration, partners should commit to cross-training of staff, as appropriate and provide additional professional development opportunities. System integration will further be enhanced by:

- Promoting and strengthening channels of communication between the Partners, OSO, and the NWPA Job Connect, and participation in regularly scheduled Partner and functional team meetings,
- Collaborative planning and development of strategic goals and objectives that can be evaluated via a local -evaluation tool that evaluates customer satisfaction, responsible stewardship of taxpayer money, market penetration, and impact of local innovations.
- Increased understanding of partner program specifics including performance measures and a commitment to assisting all Partners to meet established benchmarks,
- Development of shared intake, assessment and referral processes and forms, where appropriate and common or linked data management systems where possible and
- Partner participation in internal reviews and development of quality assurance and continuous improvement strategies designed to enhance serve integration and delivery and individual and collective performance outcomes.
- Partner participation in the design and development of community outreach including outreach using technology with an option to also have partners provide for sharing of development of and on-going upkeep and maintenance of outreach and technologies.

- Partner participation in enhancing the PA CareerLink® local facilities and mobile services through maintenance, upgrading of facility and replacement of its furnishings and equipment and the technology used in service provision and outreach.
- Collaboration efforts as outlined in the continuous improvement plan aimed at improving referrals, data sharing, and increased efficiency of service delivery, service access and customer satisfaction.

While every effort will be made to offer and encourage participation in professional development opportunities for all partners, it is recognized that some partners may be governed by program specific guidelines that supersede the OSO or NWPA Job Connect direction. Training for OVR staff will be at the discretion of the local OVR District Administrator/Manager. OVR staff supervision and direction will be the responsibility of the local OVR District Administrator/Manager.

Data Sharing

Many partners such as Title I, OVR, Wagner-Peyser, etc. are required to use the Commonwealth Workforce Development System (CWDS), and others use program/funding stream-specific data management systems to capture and report customer and fiscal information. Given the breadth and variety of Partner involvement, it is unrealistic to expect all service providers to utilize a common management information system. However, Partners 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 these requirements. All data, including customer PII collected, used, and disclosed by Partners will be subject to the following:

- Customers' personally identifiable information (PII) will be properly secured in accordance with the NWPA Job Connect's policy regarding the safeguarding of PII. All staff will be trained in the protection, use and disclosure requirements governing PII and other confidential data,
- All confidential data contained in UI wage records will be protected in accordance with the requirements outlined in 20 CFR part 603,
- 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 personal information contained in Vocational Rehabilitation records will be protected in accordance with the requirements outlined in 34 CFR 361.38,
- All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)),
- Sharing customer data between Partners for the purpose of common service delivery and appropriate referrals. This will be accomplished after the customer has signed the necessary consent form/s, and
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations, as well as local NWPA Job Connect policy and procedures when providing off-site services.

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, including encryption of information in accordance with the policy of the NWPA Job Connect, 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 VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

Referral System

The guiding principle of the referral process within the Northwest PA local area is to ensure the provision of a variety of high quality, universally accessible customized services delivered in a streamlined, cost effective, seamless manner for both job seeker and employer customers. Customers should be educated as to all the available services they may be eligible to receive. Initial Assessments Forms will be completed by all customers; these will be utilized to identify service needs and in making referrals to appropriate on-site and off-site Partners and agencies.

To assist in strengthening and expanding the referral process, the Partners will agree to:

- Familiarize themselves with the programs and resources available through the local PA CareerLink®,
- Utilize common intake and referral forms when possible and identify other opportunities to streamline the referral process,
- Commit to strengthening the lines of communication so necessary for an effective referral process and customer follow up,
- Develop materials summarizing their program requirements and making them available for partners and customers,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to actively follow up on the results of referrals and assuring that partner resources are being leveraged at an optimal level, and
- Help develop and maintain a local CareerLink website page with their program information for referrals.

Continuous Improvement of the Workforce Development System: Identify and enact system changes and improvements that enhance the collaboration and partnership between agencies and partners in the workforce development system.

Accessibility

Ensuring accessibility to the services and resources provided through the PA CareerLink® system goes beyond compliance with the law; it is inherent in the vision and mission of the NWPA Job Connect and the partners that make up the public workforce system. 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. The local area's PA CareerLink® sites 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. Accessibility will take several forms in the Northwest PA local area and include:

Physical Accessibility

The six-county Northwest PA local area encompasses a significant rural area, much of which is not served by public transportation. Thus, the NWPA Job Connect has endeavored to support not only two comprehensive PA CareerLink® facilities, but to also expand the provision of services through an extensive mobile service delivery to increase outreach to individuals, especially individuals with barriers to employment, where they are comfortable. All comprehensive sites, affiliate, and specialized centers formally associated with the PA CareerLink® system must be open and accessible to the public. Comprehensive sites will meet the accessibility requirements as outlined in the Americans with Disabilities Act and the WIOA Section 188 and the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016). Partner staff with the Office of Vocational Rehabilitation can serve as an excellent resource regarding accessibility requirements and provide guidance in helping to ensure site accessibility. Mobile service delivery will be provided to the clients with barriers to employment of existing agencies in the local area. These individuals will benefit from WIOA services at those locations where they are already receiving services from the host agency. Mobile service delivery will be guided by the Accessibility Protocol included as Attachment E to this MOU.

Programmatic Accessibility

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 local service delivery system.

Virtual Accessibility

The public will have 24/7 access to information on available services and resources through the PA CareerLink® website, the Commonwealth Workforce Development System, as well as local area websites. All information contained on these web-based platforms must comply with the Plain Writing Act of 2010 which requires that it be written in a manner that 'the public can understand and use, as well as Section 508 of the Rehab Act, as amended in the Workforce Investment Act of 1998. Local Office of Vocational Rehabilitation staff will provide training as well as review documents to ensure compliance with virtual accessibility prior to distribution. It is essential that all information be correct and kept up to date. Use of social media is also an acceptable way to communicate to the

public. Staff must remember that such postings reflect their agency and NWPAs Job Connect and as such must be professional and in compliance with any related agency or site requirements.

Communication Accessibility

All PA CareerLink® sites must have the necessary accommodations in place to serve those with sensory disabilities including but not limited to individuals who are deaf and hard of hearing, those with visual impairments and individuals with speech-language impairments. Also included are those whose primary language is not English. It is expected that each PA CareerLink® have an up-to-date Limited English Proficiency Plan in place.

Programmatic Accessibility

All Partners agree that they will not discriminate in their employment practices or in the delivery of 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. All Partners must have policies and procedures in place to address these issues and ensure that they have been disseminated to all of their employees and posted as required by the law.

All Partners recognize that the NWPAs Job Connect, OSO, and other funding agencies will/may engage in compliance monitoring of the PA CareerLink® sites; cooperation is expected. Assistive technology devices including screen-reading software programs such as JAWS and assistive listening devices must be available and good working order to ensure physical and programmatic accessibility.

Diversity, Equity, and Inclusion

Diversity, equity, and inclusion provided through the PA CareerLink® is inherent in the vision and mission of the NWPAs Job Connect and the partners that make up the public workforce system. Partners must design and deliver services with a constant focus on the experiences of the people it serves while also working to deliver the services more equitably and effectively, including those who belong to underserved populations. Employees must be provided the necessary tools and training to do their jobs more effectively and improve their experiences with the people being served. The Northwest Pennsylvania WIOA Local Plan discusses regularly conducted trainings on topics that include but are not limited to effective communication strategies, EO policy and complaint procedures, increasing outreach to underserved populations, diversity, and inclusion.

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.

Reporting Requirements

It is vital that the NWPAs Job Connect have access to up-to-date information relative to numbers of customers' services, service satisfaction rates, and other data relative to delivery of services. At a minimum, the reports must provide complete and accurate PA CareerLink® data following a reporting format developed by the NWPAs Job Connect and should be provided by the one stop operator on a bimonthly basis at NWPAs Job Connect meetings.

Circumstances will arise that require the NWPA Job Connect to request additional information. Those requests will be made to the one stop operator as the need arises.

Monitoring

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

- 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 fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

Steps to Reach Consensus

The NWPA Job Connect agrees to maintain a log of actions taken to reach consensus. This is necessary because should non-compliance consensus ever occur, the NWPA Job Connect must be able to state how they attempted to reach this requirement. The parties to the MOU agree to use the following steps to reach consensus:

Notification of Partners:

The NWPA Job Connect Board Chair (or designee) 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.

Partner Meeting:

The NWPA Job Connect Board Chair (or designee) will discuss the MOU renewal process at a meeting with all required and additional PA CareerLink[®] partners. All partners will have an opportunity to ask questions, voice concerns, and provide feedback either during the meeting or via email.

Negotiations:

Partners may provide feedback and relevant documents to the Job Connect designee or Operator to begin drafting the MOU. If additional meetings need to be held, these must be done in an open and transparent manner with pertinent information provided to all parties. Feedback and documents should be sent in a timely manner.

Draft MOU:

Once feedback is received from the partners, the NWPA Job Connect Board Chair (or designee) will complete the MOU draft and incorporate the relevant feedback received.

Review and comment:

All Parties must review and return feedback to the NWPA Job Connect Board Chair (or designee) within a timely manner. It is advised that each Party also use this time for their respective legal departments to review the MOU

for legal sufficiency. It is the responsibility of the NWPA Job Connect Board Chair (or designee) to ensure all PA CareerLink® Partners to the MOU are aware of the comments and revisions that are needed.

Approval of the draft MOU will be accomplished through a one-stop operator meeting as well as a NWPA Job Connect Board meeting. Communication may be conducted via email, if necessary. Once approved by the one-stop partners and the NWPA Job Connect Board, signatures will be gathered from the one-stop partner, Chief Local Elected Official (CLEO), and Board Chair. Agreement of the Chief Local Elected Officials (CLEOs) will be confirmed by the signature of the CLEO Chair on the MOU.

Finalized Draft

The NWPA Job Connect Board Chair (or designee) must circulate the finalized MOU, which will be effective on July 1, whenever possible, but may become effective at other dates during the program year, if necessary. Effective date will be clearly communicated to all parties during draft and signing process. The WIOA MOU will be considered fully executed once all signatories have reviewed and signed, and a signed copy has been provided to all Parties.

If determined that a Partner is unwilling to sign the MOU, then the NWPA Job Connect Board Chair (or designee) must ensure that the dispute resolution process is followed.

Dispute Resolution

In the event that an impasse should arise between the Partner(s) and/or the NWPA Job Connect regarding the terms and conditions, the performance, or administration of this MOU, the following procedure will be initiated:

- Every effort must be made to informally resolve the dispute. Should these efforts fail, the petitioner must notify the NWPA Job Connect Board Chair (or designee) and all Parties to the MOU regarding the conflict within ten (10) business days.
- The Partner/s will document in writing the nature of the issue,
- The NWPA Job Connect Board Chair (or designee) and the Partner(s) will document the negotiations and efforts that have taken place to resolve the issue.
- The NWPA Job Connect Board Chair (or designee) will place the dispute on the agenda of a special meeting of the NWPA Job Connect's Executive Committee. The Executive Committee will attempt to mediate and resolve the dispute. Disputes will be resolved by a simple 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 will provide a written response and dated summary of the proposed resolution to all Parties to the MOU.
- The NWPA Job Connect Board Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution.

MOU Negotiation Outcome Notification:

When the MOU is being negotiated, renewed, or modified the Governor must be made aware of the local area's consensus status no later than 90 days within the MOU's expiration date. Likewise, if a dispute occurs halting the negotiation or modification process, the Governor must be notified. The NWPA Job Connect Chair (or designees) will submit a MOU Negotiation Outcome Notification form and other required documentation to PA Department of L&Is PA CareerLink® Finance and Budget Unit resource account RA-LI-PACL-FINOP@pa.gov

Modification Process

Partners have the authority to request to amend, modify, resolve or otherwise process the procedures outlined in this MOU. Modifications to the MOU include the incorporation of revised narratives and/or an extension or termination of the terms to this MOU. Non-substantive changes to the MOU, including minor revisions to the budget or adjustments as a result of annual reconciliations to the budget do not require renewal of the MOU. Any party may request a modification to this MOU by the issuance of a written amendment request to all signatories of this MOU and detail the proposed modification. Upon notification, the NWPA Job Connect Board Chair (or designee) will ensure that negotiations related to the proposed modification occur with the Partners in a timely manner. Depending on the type of modification, this communication with the Parties can be satisfied through email communications with all Parties. If the proposed modification is significant and is met with opposition, the NWPA Job Connect Board Chair (or designee) may convene a meeting of the Partners to resolve the issue. Upon agreement of all Partners, the modification will be incorporated into the MOU. If, however, a Partner is unwilling to agree to the modification, the NWPA Job Connect Board Chair (or designee) will ensure that the process outlined in the **Dispute Resolution** section is followed. Once the modification has received Partner approval, the MOU modification will immediately be circulated by the NWPA Job Connect Board Chair (or designee) to secure Partner signatures. The modified MOU will be considered fully executed once all signatories have reviewed the modified MOU and signed the agreement.

Renewal Process

Non-substantive changes to the MOU, such as minor revisions to the budget or adjustments made due to the annual reconciliation of the budget, do not require MOU renewal. Substantial changes, such as changes in one-stop partners or a change due to the election of a new CEO, will require an MOU renewal. MOU renewals must be completed at least every three years.

A MOU renewal requires all parties to review and agree to the MOU elements. The renewed MOU will become effective as of the date of signing by the final signatory.

Termination

This MOU will remain in effect until the end date specified in the Period of Relevance, 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 NWPA Job Connect Board Chair (or designee) 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.

- All Parties agree that this MOU shall be reviewed and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services.

Execution

After consensus has been reached, it is agreed NWP Job Connect will circulate the finalized MOU and secure authorization from signatories representing each of the parties to the MOU. Authorized signatories for all the parties must review the MOU. Thereafter, the parties must return a completed, signed and dated *MOU Authority and Signature Page* to NWP Job Connect. The MOU will be considered fully executed once all parties receive a copy of the completed MOU including all *MOU Authority and Signature Pages*.

Effective Period

This IFA is entered into on July 1, 2022. This IFA will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2025, unless any of the reasons in the Termination section of the MOU apply.

Infrastructure Funding Agreement

The MOU parties agree that Infrastructure Funding Agreement (IFA) is an incorporated component of the MOU, and when consensus is reached, allows the Local Funding Mechanism to be employed.

The partners of the Northwest workforce development area PA CareerLink® sites have come together to establish a self-negotiated, rather than a state funded mechanism-driven, method of covering costs associated with the one-stop system.

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 and software, including assessment-related products and assistive technology for individuals with disabilities; and,
- ❖ Technology to facilitate access to the American Job Center, including technology used for the center's planning and outreach activities.
- ❖ Enhancement of the facilities, furniture, equipment and software

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. If no financial contribution is shown, that partner is either not present in the region therefore no financial contribution is expected or their contribution is provided in-kind in lieu of a cash payment and is equivalent to the expected cash payment. For those programs not available in the region, the PA CareerLink® offices maintain program materials and make referrals as necessary.

Infrastructure Costs

The PA CareerLink® Operating Budget is the end result of MOU negotiations and the IFA process. See Operating Budget section for more information.

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. Please refer to the attached Operating Budgets that identify the cost allocation methodology in the lower left-hand corner of the Operating Budget documents.

All Partners in the Northwest local workforce development area are physically co-located in the one-stop center(s), with the following exceptions:

Required Partners	
Unemployment Insurance	
Commission of Native American Affairs	
Adult Education and Literacy Activities	
Department of Human Services: TANF	
Community Services Block Grants	
Perkins Post-Secondary Institutions	
Migrant and Seasonal Farmworker Programs	
Senior Community Service Employment Program	

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.

Please refer to the attached Operating Budgets that identify the cost allocation methodology in the lower left-hand corner of the Operating Budget documents. This methodology was implemented 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.

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 NWPA Job Connect local workforce development area 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 NWPA Job Connect is required to notify the Governor. Notification must be given to the Governor no later than 90 days before the expiration of the MOU.

◆ *Step 2: Negotiation materials provided to the Governor.*

The NWPA Job Connect Chair (or designee) must provide the appropriate and relevant materials and documents used in the negotiations to the Governor, preferably at the time of the notification of failure to reach consensus, but no later than five (5) business days thereafter. At a minimum, the NWPA Job Connect Chair (or designee) 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 PA CareerLink® budgets (for individual centers or a network of centers), and

- ❖ Any partially agreed upon, proposed, RSA or Operating Budgets.
- ❖ 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 the NWPA Job Connect Chair (or designee) 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., IFA or Operating Budget) may differ than the procedures under the MOU.

Effective Period

This IFA is entered into on July 1, 2022. This IFA will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2025, unless any of the reasons in the Termination section of the MOU apply.

Operating Budget

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the Northwest local workforce development area 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 Operating Budget 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 Operating Budget necessary to maintain the Northwest local workforce development area's high-standard PA CareerLink® system. Furthermore, the Operating will be the actual document that assigns each partner's shared cost, or contribution, of funding the Northwest local workforce development area PA CareerLink® system pursuant to the provisions of this MOU and its subparts. The Operating Budget is a component to this MOU and all parties may announce their consensus of the Operating Budget 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
- 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 Operating Budget is a fluid document and may need to be modified to reflect changes in staffing levels or increased/decreased costs associated with site operations. All Partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

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 NWPA Job Connect 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 NWPA Job Connect, or Fiscal Agent, will provide an Operating Budget Financial Status Report on or before 45 days after the end of the quarter.
- ❖ Upon receipt of the above information, NWPA Job Connect will:
 - Compare budgeted costs to actual costs:
 - Update the allocation bases, and
 - Apply the updated allocation bases, as described above, to determine the actual costs allocable to each partner.

- ❖ The NWPA Job Connect or Fiscal Agent will prepare an updated budget document showing cost adjustments and will prepare an invoice for each partner with the actual costs allocable to each partner for the quarter.
- ❖ The NWPA Job Connect or Fiscal Agent will submit the invoices to the partners and send a copy of the updated budget to all parties no later than forty-five (45) days after the end of each quarter. The partners understand that the timeliness of the preparation and submission of invoices and adjusted budget is contingent upon the timeliness of each partner providing necessary cost information.
- ❖ Partners will communicate any disputes with costs in the invoice or adjust budget to the NWPA Job Connect in writing. The NWPA Job Connect will review the disputed cost items and respond accordingly to the partner and NWPA Job Connect within ten (10) days of receipt of notice of the disputed costs. When necessary, the NWPA Job Connect will revise the invoice and the adjusted budget upon resolution of the dispute.

Attached PA CareerLink® Operating Budget

The parties to the MOU have attached to this MOU a copy of the specified PA CareerLink® service site's PA CareerLink® Operating Budget as required by law.

MOU AUTHORITY AND SIGNATURE PAGE

It is agreed a completed, signed, and dated MOU Authority and Signature page is required from each MOU signatory official representing a Party to the MOU. Completed MOU Authority and Signature pages are to be submitted to the _____ local workforce development board. All finalized MOU Authority and Signature pages are to be attached to the MOU and are considered a component of the MOU.

The effective period of this MOU is Month/Day/Year to Month/Day/Year

By signing my name below, I, _____, representing _____, a Party to the MOU, certify that I have read and understand all components that compose this initial, re-negotiated, modified, or renewed MOU. All my questions have been discussed and answered satisfactorily.

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

- MOU
- Infrastructure Funding Agreement
- Operating Budget

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

- MOU
- Infrastructure Funding Agreement
- Operating Budget

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

- a) In three (3) years;
- b) Upon re-negotiation, renewal, modification, or termination; or
- c) On June 30, 20XX, whichever occurs earlier.

Signature

Date

Print Name and Title

Agency Name

Agency Contact Information

Program funding for this MOU: Federal State Other

If Federal provide CFDA #: _____. If State provide appropriation identification: _____.

PA CAREERLINK® PARTNERS

Agency Name

Appendix A
SERVICE PROVISION

Agency Name: _____

List of Services to be provided (a required list of services is attached for reference):

Manner in which those services will be provided:

Where the services will be provided:

WIOA Section 121(c)(2) requires that this Memorandum of Understanding (MOU) contains provisions describing the services to be provided through the one-stop delivery system, including the manner in which the services will be coordinated and delivered through the system.

I attest that my agency will provide the above outlined services as a partner to this MOU for the NW PA CareerLink® system.

Signature

Date

Required Career Services Under WIOA (Appendix A)

- Eligibility determination for WIOA Title I
- Outreach, intake, orientation
- Initial skills assessment
- Labor Exchange services including job search and placement assistance
- Referral and coordination with other programs
- Workforce and labor market information and statistics
- Performance and cost information on providers of education, training and workforce services
- Performance information for the local area as a whole
- Information on the availability of supportive services
- Information and meaningful assistance with UI claims
- Assistance establishing eligibility for financial aid for non-WIOA training and education
- Comprehensive and specialized assessments
- Development of an individual employment plan
- Group counseling
- Individual counseling
- Career planning
- Short-term pre-vocational services
- Internships and work experience
- Workforce preparation activities
- Financial literacy services
- Out-of-area job search assistance
- English language acquisition
- Other services to be provided (be specific)

Attachment A

Commonwealth Terms and Conditions

(Note- these may be applicable to some but not all partners and agencies)

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.

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- e. The Parties and each subcontractor represent 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.

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- 3) **“Contractor”** means the individuals or entities, which 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:

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- 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

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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 anyone 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.

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- 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 personam 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.

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- 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.

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- 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 B Additional Terms and Conditions

(Specific agencies, as well as funding streams, are noted and applicable; they may not apply to all partners)

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 NWPA Job Connect and the 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 NWPA Job Connect or the 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.

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.

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Attachment C PA CareerLink® Partners		
WIOA Title I Youth/Adult/Dislocated Worker	WIOA, Title I, Subtitle B	NWPA Job Connect (NW PA Workforce Development Board)
1174 Elk Street, PO BOX 831 Franklin, PA 16323	814-333-1286	lmiller@nwpajobconnect.org
Wagner Peyser	Wagner- Peyser Act (29 U.S.C.49 et seq.)	PA Dept. of Labor & Industry
651 Boas St, Harrisburg, PA 17121	717-214-4829	lfannie@pa.gov
Trade Adjustment Assistance	Trade Act of 1974 (19 U.S.C.2271 et seq.)	PA Dept. of Labor & Industry
651 Boas St, Harrisburg, PA 17121	717-214-4829	lfannie@pa.gov
Jobs for Veterans	Chapter 41 of Title 38, United States Code	PA Dept. of Labor & Industry
651 Boas St., Harrisburg, PA 17102	717-214-4829	lfannie@pa.gov
Rapid Response		PA Dept. of Labor & Industry
651 Boas St, Harrisburg, PA 17121	717-214-4829	lfannie@pa.gov
Foreign Labor Certification (FLC)		PA Dept. of Labor & Industry
651 Boas St, Harrisburg, PA 17121	717-214-4829	lfannie@pa.gov
Unemployment Insurance Office of UC Service Centers	State unemployment compensation laws in accordance with applicable Federal Law	PA Dept. of Labor & Industry
651 Boas St, Room 625., Harrisburg, PA 17121	717-783-1951	nshamatutu@pa.gov
Adult Education and Literacy Activities	WIOA, Title II	Northwest Tri-County IU5
252 Waterford St, Edinboro, PA 16412	814-734-8426	Kirk_shimshock@iu5.org
Office of Vocational Rehabilitation	Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.)	PA Department of Labor & Industry
3100 Lovell Place, Erie, PA 16503	814-651-9607	jhewitt@pa.gov
PA Department of Human Services (DHS): TANF	Part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.)	Erie County DHS
154 West 9 th Street, Erie, PA 16501	814-461-2262	jcintron@pa.gov
PA Department of Human Services (DHS): TANF	Part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.)	Forest, Venango, & Warren Counties DHS
1 Dale Ave., Franklin, PA 16323	814-437-4252	kkingdom@pa.gov
PA Department of Human Services (DHS): TANF	Part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.)	Crawford County DHS
1084 Water St, Meadville, PA 16335	814-333-3400	rfeczko@pa.gov
PA Department of Human Services (DHS): TANF	Part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.)	Clarion County DHS
71 Lincoln Drive, Clarion, PA 16214	814-226-1700	smichelott@pa.gov

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Community Service Block Grants	Community Services Block Grant Act (42 U.S.C. 9901 et seq.)	Community Action, Inc.
105 Grace Way, Punxsutawney, PA 15767	814-938-3302	sfusco@jccap.org
Community Service Block Grants	Community Services Block Grant Act (42 U.S.C. 9901 et seq.)	Venango Office of Economic Opportunity
1 Dale Ave., Franklin, PA 16323	814-432-9136	mplumer@co.venango.pa.us
Community Service Block Grants	Community Services Block Grant Act (42 U.S.C. 9901 et seq.)	Crawford Office of Economic Opportunity
944 Liberty Street, Meadville, PA 16335	814-333-2924	chapsweb@chapsinc.org
Community Service Block Grants	Community Services Block Grant Act (42 U.S.C. 9901 et seq.)	Warren-Forest Economic Opportunity Council
PO Box 547, Warren, PA 16365	814-726-2400	rraible@wfeoc.org
Community Service Block Grants	Community Services Block Grant Act (42 U.S.C. 9901 et seq.)	Community Action Association of PA
222 Pine St., Harrisburg, PA 17101	717-233-1075	beck@thecaap.org
Dept of Housing and Urban Development (HUD)	Family Self-Sufficiency Grant	Clarion County Housing Authority
8 West Main St., Clarion, PA 16214	814-226-8910	pennycampbell@clarionhousing.com
Job Corps	WIOA, Title I: Job Corps	Red Rock Job Corps
	570-708-0692	Weaver.edward@jobcorps.org
Native American Programs	WIOA Title I, Native American Programs	Council of Three Rivers American Indian Center, Inc.
120 Charles St. Pittsburgh, PA 15238	412-722-2356	rjohn@cotraic.org
Migrant and Seasonal Farmworker Programs	WIOA, Title I: Migrant and Seasonal Farmworker Programs	PathStone Corp.
421 McFarlan Road, Kennett Square, PA 19348	610-925-5600	Ndagostino@pathstone.org
Senior Community Service Employment Program (SCSEP)	Title V of the Older Americans Act of 1965	PathStone Corp.
421 McFarlan Road, Kennett Square, PA 19348	610-925-5600	Ndagostino@pathstone.org
Senior Community Service Employment Program (SCSEP)	Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.)	Greater Erie Community Action Committee
18 West 9 th Street, Erie, PA 16501	814-451-5620	djones@gecac.org
Senior Community Service Employment Program (SCSEP)	Title V of the Older Americans Act of 1965	AARP Foundation
220 South Main St. Ste 103 Butler, PA 16001	724-282-0893	gforster@aarp.org
EARN		St. Benedict Education Center
330 E 10 th Street, Erie, PA 16503	814-452-4072	nsabol@stben.org

