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

July 1, 2026 to June 30, 2028

# 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 (CLEOs), 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 Educational Data Systems, Inc (EDSI), 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 reflects 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, 2026 through June 30, 2028, 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.
- It 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 Region) 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, 450 East 16th Street, Erie, PA 16503
  One Stop Operator, 814-455-9966 Hours: Monday – Friday 8:30 am to 4:30 pm

- PA CareerLink® Oil Region, 1345 Pittsburgh Road, Franklin, PA 16323
  One Stop Operator, 814-678-5050, Hours: Monday – Friday 8:30 am to 4:30 pm

In addition to these locations, partner agencies will provide mobile delivery services throughout the six-county region.

## 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 EDSI through a competitive process in accordance with the Uniform Guidance, WIOA, and its implementing regulations, 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.

- **EDSI, 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**, 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 WIOA. In the local PA CareerLink® system in Northwest PA, the following services, as outlined in 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 organizations/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 customers 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 customers for one year following exit from the program. 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 needed to obtain or retain a job that meets 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 the customer can make informed choices regarding the field of study and training provider.
    - Work-based Training- these include OJT, customized training, incumbent worker training, transitional employment, and apprenticeships.
    - On-the-Job Training - 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, in-demand occupation at a self-sufficient wage following the training.

    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 layoff aversion strategies.
- 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.

5) Youth services will be provided by applicable PA CareerLink® partners in a coordinated manner and will include but are not limited to the following:
   - 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.
   - Provide alternative secondary school services or dropout recovery services.
   - Provide paid and unpaid work experiences that have academic and occupational education components.
   - 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.
   - Provide education offered concurrently with, and in the same context as workforce preparation activities and training for specific occupations or occupational clusters.
   - Provide leadership development opportunities, including community service and peer-centered activities that encourage responsibility and other positive social and civic behaviors.
   - Provide support services.
   - Provide adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.
   - Provided follow-up services for not less than 12 months after the completion of participation as appropriate.
   - Provide comprehensive guidance and counseling which may include drug and alcohol abuse counseling and referrals to counseling as appropriate.
   - Conduct financial literacy education.
   - Conduct entrepreneurial skills training.
   - 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.
   - 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 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 with 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 States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political affiliation or beliefs, or religion including actual or perceived religion, shared ancestry, or ethnic characteristics 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 the 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,
- EDSI will not assist in the development, preparation, and submission of local plans,
- EDSI cannot manage or assist in future competitive processes for selecting operators, selecting 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**

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 TEGL 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 direct linkage through technology, such as Zoom or Skype, to a program staff member who can provide meaningful information or services. The 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
- 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. Partners have the option to share in the development, 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 PII policy (posted at www.nwpajobconnect.org) 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 the 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 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 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 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 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 as 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 PA 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. Partners should design and deliver services with a constant focus on the experiences of the people they serve. Employees must be provided with 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, and increasing outreach to underserved populations.

## 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 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 posts reflect their agency and NWPA 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 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 they have been disseminated to all their employees and posted as required by the law.

All Partners recognize the NWPA 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 in good working order to ensure physical and programmatic accessibility.

Partners should design and deliver services with a constant focus on the experiences of the people they serve. Employees must be provided with 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, and increasing outreach to underserved populations.

## 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.
NWPA Job Connect Priority of Service Policy

## Reporting Requirements

It is vital that the NWPA Job Connect have access to up-to-date information relative to the numbers of customer 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 NWPA Job Connect and should be provided by the one stop operator on a bimonthly basis at NWPA 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,
- 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 their 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 an 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. The 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. The effective date will be clearly communicated to all parties during the 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

If 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 agree 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 because 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 the 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 the 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 an event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.
- 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 NWPA 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 NWPA 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, 2026. This IFA will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2028, unless any of the reasons in the Termination section of the MOU apply.

# Infrastructure Funding Agreement

The MOU parties agree that the 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 case 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 result of MOU negotiations and the IFA process. See the 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:

**PA CAREERLINK® PARTNERS**

| 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,
- Filing 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 to 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, 2026. This IFA will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2028, 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 Budget 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 that 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 ***July 1, 2026*** to ***June 30, 2028***

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, 20**28**, 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: _____.

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.

**PA CAREERLINK® PARTNERS**

*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.

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.

**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:

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 if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

6) Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).*

7) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

8) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

9) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance

with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third-party beneficiaries shall be created thereby.

10) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of 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.

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 agree 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.

b. If the Commonwealth needs a Party's assistance in any matter arising out of the RTKL related to this Agreement, it shall notify the Party using the legal contact information provided in this Agreement. The Party, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires a Party's assistance in responding to a request under the RTKL for information related to this Agreement that may be in the Party's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Party shall:

1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Party's possession arising out of this Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Agreement.

d. If a Party considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Party considers exempt from production under the RTKL, the Party must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Party explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Party in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Party shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

f. If a Party fails to provide the Requested Information within the time period required by these provisions, the Party shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Party's failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Party for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Party may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Party shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Party's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. The Party agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Party's duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as the Party has Requested Information in its possession.

## 8. OFFSET PROVISION

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

# Attachment 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. Section1352), 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.0.12549 and12689) 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.

**PA CAREERLINK® PARTNERS**

| Program Name | Program Authorization | Local Area Partner/Provider |
|---|---|---|
| POC address | POC telephone | POC website/email & POC Name (if known) |
| | | |
| WIOA Title I Youth/Adult/Dislocated Worker | WIOA Title I programs | NWPA Job Connect (NW PA Workforce Development Board<br>*For questions regarding the Title I service provider: |
| 1174 Elk Street PO Box 831<br>Franklin, PA 16323 | 814-807-2627 | srichmond@nwpajobconnect.org<br>Susan Richmond |
| WIOA Title I Adult/Dislocated Worker/Youth | WIOA Title I, Subtitle B, Adult, Dislocated Worker, Youth Employment training Activities | EDSI |
| 450 East 16th Street<br>Erie, PA 16503 | 814-455-9966 | |
| 1345 Pittsburgh Road<br>Franklin, PA 16323 | 814-678-5050 | |
| | | |
| Wagner-Peyser Act Employment Service Program | Wagner-Peyser Act (29 U.S.C. 49 et.seq.), as amended by WIOA Title III | PA Dept of Labor & Industry |
| 651 Boas Street<br>Harrisburg, PA 17121 | 717-996-8579 | kedechurch@pa.gov<br>Kerrie DeChurch |
| | | |
| Trade Adjustment Assistance (TAA) | Title II of the Trade Act of 1974 (19 U.S.C. 2271 et. Seq.) | PA Dept of Labor & Industry |
| 651 Boas Street<br>Harrisburg, PA 17121 | 717-996-8579 | kedechurch@pa.gov<br>Kerrie DeChurch |
| | | |
| Jobs for Veterans State Grant Programs | 38 U.S.C. Chapter 41 | PA Dept of Labor & Industry |
| 651 Boas Street<br>Harrisburg PA 17121 | 717-996-8579 | kedechurch@pa.gov<br>Kerrie DeChurch |
| | | |
| Rapid Response | | PA Dept of Labor & Industry |
| 651 Boas Street<br>Harrisburg, PA 17121 | 717-996-8579 | kedechurch@pa.gov<br>Kerrie DeChurch |
| | | |
| Foreign Labor Certification | | PA Dept of Labor & Industry |
| 651 Boas Street<br>Harrisburg, PA 17121 | 717-996-8579 | kedechurch@pa.gov<br>Kerrie DeChurch |
| | | |
| State Unemployment Insurance (UI) Program | Social Security Act 9 of 1935 (Title III, IX, and XII) and Federal | PA Dept of Labor & Industry |

| | | |
|---|---|---|
| | Unemployment Tax Act (FUTA) of 1939 | |
| 651 Boas St. Room 625 Harrisburg, PA 17121 | 717-783-1951 | krkessler@pa.gov<br>Kristopher Kessler |
| | | |
| Vocational Rehabilitation State Grant Programs | Title I of the Rehabilitation act of 1973 (29 U.S.C. 720 et. Seq.), as amended by WIOA Title IV | PA Dept of Labor & Industry |
| 3100 Lovell Place<br>Erie, PA 16503 | 814-651-9607 | kgarnon@pa.gov<br>Kim Garnon |
| | | |
| Job Corps | WIOA Title I, Subtitle C | Keystone/Red Rock Job Corps |
| 235 W. Foothills Drive<br>Drums PA18222 | 603-856-4361 | weaver.edward@jobcorps.org<br><br>Ed Weaver |
| | | |
| Adult Education and Family Literacy Activities (AEFLA) | WIOA Title II Adult Education and Family Literacy Act program | Northwest Tri-County IU5 |
| 252 Waterford Street<br>Edinboro, PA 16412 | 814-450-5934 | Jamie_Woods@iu5.org<br>Jamie WOods |
| | | |
| Adult Education and Family Literacy Activities (AEFLA) | WIOA Title II Adult Education and Family Literacy Act Program | Titusville Regional Literacy Council |
| 302 Walnut Street<br>Titusville, PA 16354 | 814-827-0543 | Trlc2015@gmail.com<br>Kelli Davis |
| | | |
| 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 9th Street<br>Erie, PA 16501 | 814-451-5620 | bwilson@gecac.org<br>Ben Wilson |
| | | |
| Senior Community Service Employment Program (SCSEP) | Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et. Seq) | Pathstone Corp. |
| 421 McFarlan Rd. Ste E Kennett Square, PA 19348 | 814-452-6529 | mlehman@pathstone.org<br>Mike Lehman or<br><br>bsoto@pathstone.org<br>Brenda Soto |
| | | |
| Senior Community Service Employment Program (SCSEP) | Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et. Seq) | AARP Foundation |
| 220 S Main St Ste 103<br>Butler, PA 16001 | 724-282-0893 | gforster@aarp.org<br>George Forster |
| | | |
| Native American Programs | WIOA Title I, Sec. 166 (29 U.S.C. 3221) | Council of Three Rivers American Indian Center, Inc. |
| 120 Charles Street | 412-722-2356 | rjohn@cotraic.org |

| | | |
|---|---|---|
| Pittsburgh, PA 15238 | | Rodney John |
| | | |
| Employment and Training Activities—Department of Community Economic Development | Community Services Block Grant Act (CSBG) (42 U.S.C. 9901 et. Seq.) | Community Action, Inc. |
| 105 Grace Way<br>Punxsutawney, PA 15767 | 814-938-3302 | mfleming@jccap.org<br>Misty Fleming |
| | | |
| Employment and Training Activities—Department of Community Economic Development | Community Services Block Grant Act (CSBG) (42 U.S.C. 9901 et. Seq.) | Venango Office of Economic Opportunity |
| 1 Dale Ave.<br>Franklin, PA 16323 | 814-432-9136 | awood@co.venango.pa.us<br>Amie Wood |
| | | |
| Employment and Training Activities—Department of Community Economic Development | Community Services Block Grant Act (CSBG) (42 U.S.C. 9901 et. Seq.) | Warren-Forest Economic Opportunity Council |
| PO Box 547<br>Warren, PA 16365 | 814-726-2400 ext. 109 | tsweeney@wfeoc.org<br>Tressa Sweeney |
| | | |
| Employment and Training Activities—Department of Community Economic Development | Community Services Block Grant Act (CSBG) (42 U.S.C. 9901 et. Seq.) | Greater Erie Community Action Committee |
| 18 West 9th Street<br>Erie, PA 16501 | 814-451-5620 | bwilson@gecac.org<br>Ben Wilson |
| | | |
| PA Department of Human Services (DHS) | Part A of Title IV of the Social Security Act (42 U.S.C. 601 et. Seq.) | Erie County DHS |
| 154 West 9th Street<br>Erie, PA 16501 | 814-461-2222 | aajones@pa.gov<br>Aaron Jones |
| | | |
| PA Department of Human Services (DHS) | 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.<br>Franklin, PA 16323 | 814-437-4252 | kkingdom@pa.gov<br>Kimberly Kingdom |
| | | |
| PA Department of Human Services (DHS) | Part A of Title IV of the Social Security Act (42 U.S.C. 601 et. Seq.) | Crawford County DHS |
| 1084 Water Street<br>Meadville, PA 16335 | 814-333-3400 | Rfeczko@pa.gov<br>Ryan Feczko |
| | | |
| PA Department of Human Services (DHS) | Part A of Title IV of the Social Security Act (42 U.S.C. 601 et. Seq.) | Clarion County DHS |
| 71 Lincoln Drive<br>Clarion, PA 16214 | 724-284-8877 | dwiley@pa.gov<br>Darla Wiley |
| | | |
| EARN | Part A of Title IV of the Social Security Act (42 U.S.C. 601 et. Seq.) | St. Benedict Education Center |

| | | |
|---|---|---|
| 330 E 10th Street<br>Erie, PA 16503 | 814-452-4072 | skrauza@stben.org<br>Stephanie Krauza |
| | | |
| National Farmworker Jobs Program (NFJP) | WIOA, Title I Sec. 167 | PathStone Corp. |
| 421 McFarlan Rd Ste E<br>Kennett Square, PA 19348 | 585-733-4551 | bsoto@pathstone.org<br>Brenda Soto |
| | | |
| Employment and Training Activities--- Department of Housing and Urban Development | Employment and Training activities carried out under Department of Housing and Urban Development | Clarion County Housing Authority |
| 8 West Main Street<br>Clarion, PA 16214 | 814-226-8910 | pennycampbell@clarionhousing.org<br>Penny Campbell |
| | | |
| Postsecondary Career & Technical Education (Perkins V) | Carl D. Perkins Vocational & Applied Technology Act of 2006 (20 U.S.C. 2301 et. Seq.) and (as amended Pub. L No. 155-224) | This program is not available in our local workforce development area.<br>Referrals are available upon request. |
| | | |
| Reentry Employment Opportunities (REO) programs | Second Chance Act of 2007, Sec. 212 (42 U.S.C. 17532) and WIOA Title I, Sec. 169 | This program is not available in our local workforce development area. Referrals to agencies will be made as needed. |
| | | |
| YouthBuild Program | WIOA Title I, Sec 171 (29 U.S.C. 3226) | This program is not available in our local workforce development area. Referrals are available upon request. |

## Memorandum of Understanding (MOU) Negotiation Outcome Notification

**Instructions:** The LWDB must submit this notice and any other required documentation to PA Department of L&I's PA CareerLink® Finance & Budget Unit resource account RA-LI-PACL-FINOP@pa.gov on or before March 10 during a planned MOU renewal; or anytime a MOU is modified. Select the appropriate option box verifying consensus was reached; or if a negotiation impasse occurred, check all appropriate boxes, and indicate the partner and their reason(s) for impasse.

**Local Workforce Development Area name:** NW170 Northwest Workforce Development Board d.b.a. NWPA Job Connect

☒ **Option 1**: Notice is provided to the Governor as required by 20 CFR 678.725 that this local area reached consensus on a MOU, including how one-stop center infrastructure costs will be funded, for the program year beginning **[7/1/20_____]**, or if a modified MOU, beginning **[07/01/2026].**

*If Option 1 - supply a copy of the agreed upon Operating Budget with this notice.*

**OR**

☐ **Option 2**: Notice is provided to the Governor as required by 20 CFR 678.725 that, despite every effort, this local area **did not** reach consensus on a MOU for the program year beginning **[7/1/20_____]**, or if a modified MOU, beginning **[___/___/20_____]**.

*If Option 2 - supply a copy of the MOU and/or budget with this notice if developed and signed by one or more parties. Supply a description of the process used among partners to resolve issues when consensus could not be reached during the MOU period.*

**Choose which option best articulates why an impasse occurred.**

☐ **Option 2A: Non-consensus on one-stop center infrastructure costs**

The inability to reach agreement was because one or more partners do not agree with how one-stop center infrastructure costs will be funded for the period beginning **[___/___/20_____]**.

| Program Partner Name | Reason(s) |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| 4. | |

☐ **Option 2B: Impasse due to other reasons**

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

| Program Partner Name | Reason(s) |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| 4. | |

**The LWDB ensures all partners participated in MOU negotiations and in the creation of the operating budget.**

**Required Signatures**

Bobbie Nahay 7/20/26
LWDB Chair and Date

Wayne R. Brosius
Wayne R. Brosius (Aug 13, 2026 13:53:14 EDT)
08/13/2026
Chief Elected Official and Date

## 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 *NWPA* 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 ***July 1, 2026*** to ***June 30, 2028***

By signing my name below, I, Susan Richmond, representing WIOA Title I, 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, 2028, whichever occurs earlier.

Susan Richmond — Signature

08/10/2026 — Date

Susan Richmond, Director — Print Name and Title

NWPA Job Connect — Agency Name

1174 Elk Street PO Box 831 Franklin, PA 16323 — Agency Contact Information

Program funding for this MOU: Federal ☐ State ☐ Other ☐

If Federal provide CFDA #: _____.

If State provide appropriation identification: _____.

Agency Name

# Appendix A

## SERVICE PROVISION

**Agency Name:** NWPA Job Connect (NWPA Workforce Development Area)

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

See Attached

Manner in which those services will be provided:

See Attached

Where the services will be provided:

See Attached

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.*

# Appendix A

## SERVICE PROVISION

**Agency Name**: NWPA Job Connect

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

WIOA Title I staff provide career services to job seekers and employers through PA CareerLink® centers and through mobile service delivery.

**Basic Career Services**: eligibility determination, outreach, intake and orientation; initial assessment of skill levels; referrals to and coordination of activities; workforce and labor market employment statistics information; performance and program cost information; local area performance information and accountability measures; supportive services or assistance information; financial aid eligibility assistance; career exploration and job search assistance and service orientations and career skills workshops.

**Individualized Career Services**: comprehensive and specialized assessments; development of individual employment plan; group and/or individual counseling; career planning; short-term pre-vocational services; internships and work experiences; workforce preparation activities; financial literacy services; out-of-area job search assistance and relocation assistance; English language acquisition and integrated education and training programs.

**Follow-Up Services:** Follow-up services for participants who are placed in unsubsidized employment for up to 12 months after the first day of employment. Workplace counseling; supportive services or assistance information; new career exploration and job search assistance, if needed; skills assessment; continued career planning; upskilling and training support.

**Training Services**: occupational skills training, including training for non-traditional employment; on-the-job training; incumbent worker training; programs that combine workplace training with related instruction, which may include cooperative educations programs; training programs operated by the private sector, skill upgrading and retraining; entrepreneurial training; transitional jobs; job readiness training; adult education and literacy activities, including activities of English language acquisition; customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

**Manner in which those services will be provided:** Access to WIOA Title I services will be provided within the local workforce development system through PA CareerLink® centers, as well as the mobile service delivery initiative throughout the six-county region. Physical and programmatic accessibility will be provided to all individuals, including those with disabilities and/or other barriers to employment. WIOA Title I service providers will agree that they will not discriminate in their employment practices or services based on gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or based on any other classification protected under state or federal law.

**Where the services will be provided:** The PA CareerLink® centers, as well as the mobile service delivery initiative throughout the six-county region. Counties include Clarion, Crawford, Erie, Forest, Venango, and Warren County.

## 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 *NorthWest*_____ 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 ***July 1, 2026*** to ***June 30, 2028***

By signing my name below, I, ___Kerrie DeChurch_____, representing

____Labor & Industry - BWPO_____, 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, 20**28**, whichever occurs earlier.

Kerrie DeChurch — 7/31/26

Signature — Date

**Kerrie DeChurch Assistant Regional Director**

Print Name and Title

**Labor & Industry BWPO**

Agency Name

(814) 873-0892

**450 E 16th St Erie, PA 16502**

Agency Contact Information

Program funding for this MOU: Federal ☐ State ☐ Other ☐

If Federal provide CFDA #: _____.

If State provide appropriation identification: _____.

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

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

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

**Agreement on funding the costs**
All one-stop operating budget costs must be included in the MOU, allocated according to BWPO's proportionate use and relative benefits received and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The one-stop operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair. The negotiated partner share of the one-stop operating budget will be detailed in the attached Operating Budget (OB)/Infrastructure Funding Agreement (IFA).

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

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

**Methods to ensure those with barriers to employment are served**
All Partners agree that they will not discriminate in their employment practices or services based on gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or based on any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All Partners will cooperate with compliance monitoring that is conducted at the Local level to ensure that all PA CareerLink® programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices must be available to ensure physical and programmatic accessibility within the PA CareerLink®.

**Miscellaneous Provisions**

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

# Appendix A

## SERVICE PROVISION

**Agency Name –** Bureau of Workforce Partnership & Operations – Rapid Response

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

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

a, The primary objective of Rapid Response Is to provide workers with the resources and services necessary to allow them to find new Jobs or get the training and education needed for new careers so they can return to work quickly.

b, Rapid Response Services (RRS) also helps communities develop proactive and coordinated strategies to access Pennsylvania's economic development systems that help businesses at risk of closing to keep their doors open,

**Manner in which those services will be provided:**

Rapid Response services are provided in a proactive, coordinated, and business-focused manner to help workers and employers manage the impacts of mass layoffs, plant closures, or other significant workforce reductions. These services are part of the Workforce Innovation and Opportunity Act (WIOA) and are delivered by state Rapid Response teams, often in collaboration with employers, labor unions, and PA CareerLink® staff.

Rapid Response teams typically engage as soon as they learn of a layoff or closure, often before it happens. They work directly with the employer to plan and deliver on-site or virtual services tailored to the needs of affected workers. These services may include information on unemployment insurance, job search assistance, career

counseling, labor market information, skills assessments, and referrals to training programs or support services. The goal is to provide early intervention to minimize the time workers spend unemployed and to help businesses manage transitions smoothly.

Services are provided at the worksite, online, or at community locations, and are customized based on the size and nature of the layoff. Coordination with local AJCs ensures affected workers are connected to long-term reemployment and training services. The Rapid Response approach emphasizes flexibility, speed, and partnerships to reduce the negative impacts of job loss on individuals, businesses, and communities.

**Where the services will be provided:**

Services are provided at the worksite, virtually, or at community locations, and are customized based on the size and nature of the layoff. Coordination with local workforce staff and community service agencies ensures affected workers are connected to long-term reemployment and training services as well as supportive services to help them prior to securing employment. The Rapid Response approach emphasizes flexibility, speed, and partnerships to reduce the negative impacts of job loss on individuals, businesses, and communities.

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.*

*Kerrie DeChurch* 07/07/2025

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)

# Appendix A

**SERVICE PROVISION**

**Agency Name –** Bureau of Workforce Partnership & Operations – Foreign Labor Certification / FLC

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

Foreign Labor Certification (FLC) services are delivered by BWPO staff to hire foreign workers when qualified U.S. workers are unavailable and hiring will not negatively impact U.S. wages or working conditions. Required services include reviewing and processing employer-submitted job orders to ensure they meet program standards and posting them on the PA CareerLink® to recruit U.S. workers. BWPO assist with recruitment by coordinating and conducting outreach to potential U.S. workers. For agricultural positions under the H-2A program, staff must inspect and approve employer-provided housing to ensure it meets safety and health standards. They may also assist with prevailing wage determinations and are responsible for monitoring employer compliance through field checks and job site visits. Additionally, BWPO staff refer qualified U.S. workers to job openings, maintain accurate records of their activities, and submit required reports to the U.S. Department of Labor. These services are integral to ensuring that employers follow proper procedures and that U.S. workers are given priority in the hiring process.

**Manner in which those services will be provided:**

Access to H2A Foreign Labor Certification services will be provided within the local workforce development system through the Bureau of Workforce Partnership & Operations (BWPO). BWPO is the State Workforce Agency (5WA) responsible for helping Pennsylvania employers hire foreign workers in accordance with federal regulations.

- BWPO central office in partnership with the PA CareerLink(R) network of one-stop service centers. These centers are located throughout the state and help employers recruit qualified U.S. workers through the automated, self-service job postings.
- The Foreign Labor Certification Unit (FLC), a work unit within BWPO Central Office, provides employers with other U.S. Department of Labor (USDOL) mandated foreign labor certification process services, and helps employers complete the SWA related segments of the temporary foreign labor HOA.
- PA CareerLink0 staff assist in administering an internet-based labor exchange found on the PA CareerLink® website. This self-service, automated system enables employers, attorneys or agents to submit job postings and search for workers, while

job seekers search the job postings and submit their resumes or Job applications to the employers or their Points of Contact (POC).

- In addition to enabling employers or their POCs to Independently submit and manage job postings, the self-serve system permits employers or their POCs to obtain Job posting "My Candidates" lists 24 hours a day, seven days a week at www.pacareerlink.pa.gov.
- PA CareerLInk[0] staff also offer a variety of other employer services Including education and training services to help employers build a quality workforce.
- PA CareerLink[0] staff help employers fulfill part of the USDOL requirements for FLC by helping them recruit U.S. workers and determine whether or not there are any qualified Job applicants available to fill their Job postings. The goal, as required, is to find US, workers for all positions.

**Where the services will be provided:**

Foreign Labor Certification (FLC) services are primarily provided through BWPO staff located in Harrisburg and in the local PA CareerLink® offices. BWPO partner staff are responsible for processing employer job orders, conducting housing inspections for agricultural positions under the H-2A program, assisting with compliance monitoring, and coordinating with the U.S. Department of Labor to ensure all regulatory requirements are met. BWPO staff support these efforts by helping recruit and refer qualified U.S. workers to FLC job openings and by offering general workforce services to both employers and job seekers. In agricultural cases, certain FLC services—such as housing inspections and field checks—are performed on-site at employer housing and work locations to verify compliance with labor and safety standards. Additionally, states offer online access to FLC-related services through workforce websites, and certified job listings are posted on national platforms like SeasonalJobs.dol.gov. This multi-channel approach ensures FLC services are accessible, compliant, and effectively connect employers with the labor force.

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.*

*Kerrie DeChurch* 07/07/2025

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)

# Appendix A

**SERVICE PROVISION**

**Agency Name –** Bureau of Workforce Partnership & Operations **– Jobs for Veterans State Grant / JVSG**

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

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

DVOP specialists must provide individualized career and employment services to eligible veterans and eligible spouses who have SBEs. These include:

- Comprehensive assessments
- Individual Employment Plans (IEPs)
- Career counseling and planning
- Job development with employers
- Referral to training and supportive services
- Resume assistance and interview preparation

These services are tailored to help veterans overcome barriers such as homelessness, disabilities, criminal backgrounds, low income, or lack of education.

---

LVERs are responsible for helping veterans secure employment by working with employers and promoting the hiring of veterans. Their required services include:

- Conducting outreach to employers to advocate for the hiring of veterans.
- Developing job opportunities specifically for veterans.
- Facilitating employer workshops or job fairs that connect veterans to job leads.
- Training AJC staff and partners to better serve veterans.

**Manner in which those services will be provided:**

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

a) Veterans qualifying for priority of service designation who require services and/or training are ensured the next available spot because of their priority of service status, Local Veterans Employment Representatives (LVERs) and Disabled Veteran Outreach Program (DVOP) staff work in conjunction with PA CareerLink@ partners to
Identify veterans and establish an appropriate plan to meet the individuals' needs,

b) LVERS will conduct face-to-face contact with employers, plan and participate in job and career fairs and conduct job development with employers. LVERs will facilitate employment, training, and placement services furnished to veterans, promote the benefits of employing veterans, and facilitate employer training, IVER's will work with other partners and workforce development provided to communicate employer outreach and Job openings

c) Veterans with significant barriers to employment such as, but not limited to, long-term unemployment, previous Incarceration, and low-Income status ate able to see the DVOP. A DVOP will be able to provide one-on-one assistance and develop an Individual Employment Plan that will address the specific barriers for the eligible veteran.

d) DVOP specialists will coordinate supportive services with applicable providers, deliver technical assistance to community-based organizations for employment and
training services to veterans, and assist PA Careerlink® partners In providing services to veterans on a priority basis,

e) Veterans, ages 18-24 and transitional service members are eligible to meet with the DVOP to receive one on-one case management services.

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

**Where the services will be provided:**

Jobs for Veterans State Grants (JVSG) services are provided primarily through the PA CareerLink® like Wagner-Peyser and WIOA services are offered. While these centers serve as the primary access points for job search assistance, career counseling and referrals to training/supportive services, a great deal of outreach is provided in the

community where veterans tend to congregate. These diverse service locations help ensure that eligible veterans and eligible spouses, particularly those with significant barriers to employment, have accessible, tailored support in both traditional workforce centers and community-based environments

A. Outreach Locations

- Homeless shelters
- Veterans' service organizations (VSOs)
- Vocational rehabilitation centers
- Community-based organizations
- Correctional facilities or reentry programs (to assist incarcerated or recently released veterans)
- Military installations or transition assistance programs (for transitioning service members)

B. Virtual/Remote Services

- State workforce websites and virtual platforms
- Phone or video appointments, particularly to reach veterans in rural or hard-to-reach areas

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.*

*Kerrie DeChurch* 07/07/2025

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)

## 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 Northwest 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 ***July 1, 2025*** to ***June 30, 2028***

By signing my name below, I, Maria G. Macus, representing

PA Department of Labor and Industry, 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, 20**28**, whichever occurs earlier.

Maria G. Macus — 02/28/25

Signature — Date

Maria G. Macus, Deputy Secretary for Unemployment Compensation Programs

Print Name and Title

PA Department of Labor and Industry

Agency Name

651 Boas Street, Room 1700, Harrisburg, PA 171

Agency Contact Information

Program funding for this MOU: Federal ☒ State ☐ Other ☐
If Federal provide CFDA #: _____.
If State provide appropriation identification: _____.

## 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)

Program funding for this MOU: Federal ☐ State ☒ Other ☐
If Federal provide CFDA #: _____.If State provide appropriation identification: _____.

Agency Name Office of Vocational Rehabilitation

# Appendix A

**SERVICE PROVISION**

**Agency Name:** Office of Vocational Rehabilitation; Erie District Office

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

The Office of Vocational Rehabilitation is the sole WIOA Title IV provider of programs under Title I of the Rehabilitation Act of 1973. In that role OVR staff provide technical assistance regarding the provision of disability related services to one-stop staff and partners. The vocational rehabilitation program is mandated to provide vocational rehabilitation services to individuals with disabilities based on the program's authorizing statute. Eligible OVR customers receive multiple services from qualified Vocational Rehabilitation Counselors that may include but not be limited to: diagnostic, vocational counseling and guidance, vocational evaluation, restoration, training, job placement and pre-employment training services for eligible and potentially eligible high school students with disabilities. OVR also provides multiple services to the business community designed to assist businesses with onboarding pre-screened qualified employees with disabilities. OVR on-boarding supports for a qualified new hire can include;

Manner in which those services will be provided:

reasonable accommodations consultation, initial probationary period wage reimbursement (On-the-Job Training-OJT), referral on tax credits or deductions. OVR also offers no-cost consultation on the Americans with Disability Act (ADA), accessibility standards and helping a business to retain current employees following an accident, injury or disability. Our statewide business services staff identify resources to assist any organization on how to improve access compliance and steps to diversify their workforce to include Pennsylvanians with a disability.OVR staff shall participate in the delivery of self-directed and staff services as required under current federal legislation within the one stop workforce system in the Northwest Workforce Development area as it relates to Office of Vocational Rehabilitation eligible customers.

Where the services will be provided:

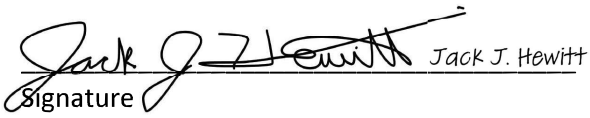
As defined by the Office of Vocational Rehabilitation, training for OVR staff will be at the discretion of the local OVR District Administrator. OVR staff supervision and direction will be the responsibility of the local OVR District Administrator.

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.

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.

**PA CAREERLINK® PARTNERS**

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




Signature

05/14/2025

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)

## 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 ***July 1, 2026*** to ***June 30, 2028***

By signing my name below, I, _____Kim Garnon_____, representing

_____OVR_____, 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, 20**28**, whichever occurs earlier.

Kim Garnon 8/7/26

Signature Date

Kim Garnon Acting District Administrator

Print Name and Title

Office of Vocational Rehabilitation

Agency Name

814-651-9605 kgarnon@pa.gov

Agency Contact Information

Program funding for this MOU: Federal ☐ State ☐ Other ☐
If Federal provide CFDA #: _____.
If State provide appropriation identification: _____.

Docusign Envelope ID: ABEA874A-F5FF-42F5-911F-D96BC5CD8645



## MOU AUTHORITY AND SIGNATURE PAGE

It is agreed that 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 Northwest 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 ***July 1, 2025*** to ***June 30, 2028***

By signing my name below, I, ~~Demetri Antzoulatos~~ Monique Bates, representing AARP Foundation, 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, 20**28**, whichever occurs earlier.

DocuSigned by:
Monique Bates
B2F195613E8D401...

Signature

4/2/2025

Date

Monique Bates: VP Operations

Print Name and Title

AARP Foundation

Agency Name

Dquigley@aarp.org

Agency Contact Information

Docusign Envelope ID: ABEA874A-F5FF-42F5-911F-D96BC5CD8645

# Appendix A

## SERVICE PROVISION

**Agency Name: AARP Foundation**

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

- Provide SCSEP services to eligible residents of Venango and Clarion counties.
- Provide community services to non-profit and government agencies in Venango and Clarion counties through participant's training hours.

Manner in which those services will be provided:

- Participants will be matched with Host Agencies, based on the skills and interests of the participant and the available training opportunities at the host agency, benefiting both the host agency and participant.

Where the services will be provided:

- The service will be provided in Venango and Clarion counties.

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.*

DocuSigned by:
Monique Bates
B2F195613E8D401...
Signature

6/2/2025
Date

Docusign Envelope ID: ABEA874A-F5FF-42F5-911F-D96BC5CD8645

**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)

## 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 NORTHWEST 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 ***July 1, 2025*** to ***June 30, 2028***

By signing my name below, I, Lynn McUmber, representing Crawford County Mental Health Awareness Program (CHAPS) 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, 20**28**, whichever occurs earlier.

Lyn McUmber — Signature

4/9/25 — Date

Lynn McUmber - Executive Director — Print Name and Title

Crawford County Mental Health Awareness Program - CHAPS — Agency Name

944 Liberty St Meadville, PA 16335 814-373-5060 lmcumber@chapsinc.org — Agency Contact Information

Program funding for this MOU: Federal ☐ State ☐ Other ☐ N/A

If Federal provide CFDA #: _____.

If State provide appropriation identification: _____.

**PA CAREERLINK® PARTNERS**

Agency Name Crawford County Mental Health Awareness Program (CHAPS)

## Appendix A

**SERVICE PROVISION**

**Agency Name:** Crawford County Mental Health Awareness Program (CHAPS)

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

Outreach, Intake, Orientation, Initial Assessments, Goal plans
Referral and coordination with other programs
An array of supportive services for mental health and housing challenges
Financial assistance for eligible candidates.

Manner in which those services will be provided:

Those services will be provided to individuals from Crawford County who meet eligibility for CHAPS services which may include (depending on the program):
- experiencing mental illness
- experiencing homelessness or housing instability
- meet 125% of poverty guideline and also meet specific program guidelines.

Where the services will be provided:

At CHAPS Facility located at 944 Liberty St, Meadville PA
Mobile throughout the community of Crawford County.
In clients homes

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.*

## 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 ___Northwest PA___ 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 ***July 1, 2025*** to ***June 30, 2028***

By signing my name below, I, William R. Schabener, representing Clarion CAO, 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, 2028, whichever occurs earlier.

Signature

6/23/25
Date

William R. Schabener / Area 4 Manager
Print Name and Title

Department of Human Services/Office of Income Maintenance/Bureau of Operations
Agency Name

570-826-2148
Agency Contact Information

Program funding for this MOU: Federal ☐ State ☐ Other ☐ (Not Applicable)
If Federal provide CFDA #: _____. (Not Applicable)
If State provide appropriation identification: _____.

# Appendix A

**SERVICE PROVISION**

**Agency Name:** Clarion County Assistance Office

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

Program eligibility - includes the determination for state and federal public assistance benefits.

Supportive Special Allowances if eligible.

Assess job readiness of eligible applicants and make appropriate referral to EARN contractor,

Work Ready Provider, and local Career Links.

Identifies barriers to employment and makes appropriate referrals or grants good cause from

employment and training activities.

Participation in Workforce Development meetings.

Manner in which those services will be provided:

Compass online system

Face-to-face interviews

Telephone interviews

Telephone and in-person representation at Workforce Development meetings

Where the services will be provided:

Services are provided on-line via PA Compass and at the local County Assistance Office (CAO).

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

March 10, 2025

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)

## 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 Northwest 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 ***July 1, 2025*** to ***June 30, 2028***

By signing my name below, I, Misty S. Fleming, representing Community Action, Inc., 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, 20**28**, whichever occurs earlier.

Signature

03/04/2025
Date

**Misty S. Fleming, Chief Executive Officer**
Print Name and Title

**Community Action, Inc.**
Agency Name

**105 Grace Way, Punxsutawney, PA 15767** **(814) 938-3302 ext. 203, mfleming@jccap.org**
Agency Contact Information

Program funding for this MOU: Federal ☐ State ☐ Other ☐
If Federal provide CFDA #: _____.
If State provide appropriation identification: _____.

# Appendix A
## SERVICE PROVISION

**Agency Name:** Community Action, Inc.

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

Referral and coordination with other programs

Intensive Case Management to identify and lessen barriers to employment

Limited meeting space for mobile service delivery

Other services: food pantry, rent and utility assistance, weatherization

Manner in which those services will be provided:

Provided by trained Community Action, Inc. staff

Where the services will be provided:

Community Action, Inc. office at 30 A South Sheridan Road, Clarion, PA 16214

Various community sites in Clarion County

Telephone, email and mailings

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

03/04/2025

Date

## 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 ___Northwest PA___ 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 ***July 1, 2025*** to ***June 30, 2028***

By signing my name below, I, William R. Schabener, representing Crawford CAO, 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

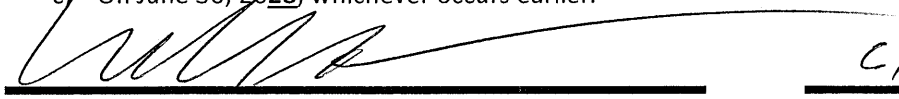
☒ Operating Budget

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, 2028, whichever occurs earlier.



Signature

6/23/25

Date

William R. Schabener / Area 4 Manager

Print Name and Title

Department of Human Services/Office of Income Maintenance/Bureau of Operations

Agency Name

570-826-2148

Agency Contact Information

Program funding for this MOU: Federal ☐ State ☐ Other ☐ (Not Applicable)
If Federal provide CFDA #: _____. (Not Applicable)
If State provide appropriation identification: _____.

# Appendix A
## SERVICE PROVISION

**Agency Name:** Crawford County Assistance Office

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

| |
|---|
| Program eligibility includes the determination of eligibility for state and federal public assistance benefits |
| Supportive Special Allowances, if eligible |
| Assess job readiness of eligible applicants and makes appropriate referral to local EARN contractor, Work Ready Provider, and local Career Links |
| Identifies barriers to employment and makes appropriate referrals or grants good cause from employment and training activities |
| Participation in Workforce Development meetings. |

Manner in which those services will be provided:

| |
|---|
| Compass online system |
| Face-to-Face Interviews |
| Telephone Interviews |
| Telephone and in-person representation at Workforce Development meetings. |
| |

Where the services will be provided:

| |
|---|
| Services are provided online via PA Compass, and at the local County Assistance Office (CAO) |
| |
| |

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.*

Ryan Seeley
Signature

6/22/20
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)

## 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 ***July 1, 2026*** to ***June 30, 2028***

By signing my name below, I, _Tressa Sweeney, Executive Director, representing

Warren Forest Counties Economic Opportunity Council, 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, 2028, whichever occurs earlier.

Tressa Sweeney — 6/29/26

Signature — Date

**Tressa Sweeney** — **Executive Director**

Print Name and Title

**Warren Forest Counties Economic Opportunity Council**

Agency Name

**1209 Pennsylvania Ave West Warren, PA 16365 814-726-2400**

Agency Contact Information

Program funding for this MOU: Federal X State ☐ Other ☐
If Federal provide CFDA #: 93.569_____.___ __
If State provide appropriation identification: _____.

# Appendix A
## SERVICE PROVISION

**Agency Name:** Warren Forest Counties Economic Opportunity Council Inc.

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

Referral and Coordination with other Programs

Information on the availability of supportive services

Financial literacy services

Manner in which those services will be provided:

Individual Case Management Services

Where the services will be provided:

Warren Forest Counties Economic Opportunity Council Inc.

225 Pennsylvania Ave West

Warren, PA 16365

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

3/3/25
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)

## 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 ___Northwest PA___ 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 ***July 1, 2025*** to ***June 30, 2028***

By signing my name below, I, William R. Schabener, representing Erie CAO, 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

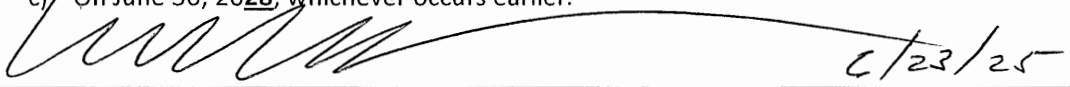
☒ Operating Budget

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, 2028, whichever occurs earlier.



Signature

6/23/25

Date

William R. Schabener / Area 4 Manager

Print Name and Title

Department of Human Services/Office of Income Maintenance/Bureau of Operations

Agency Name

570-826-2148

Agency Contact Information

Program funding for this MOU: Federal ☐ State ☐ Other ☐ (Not Applicable)

If Federal provide CFDA #: _____. (Not Applicable)

If State provide appropriation identification: _____.

Agency Name

# Appendix A

## SERVICE PROVISION

**Agency Name:** Erie County Assistance Office

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

Program eligibity includes the determination of eligibility for state and federal public assistance benefits

Supportive allowances for employment and training, if eligible

Assess job readiness of eligible applicant. Makes referrals to appropriate employment and training contractor i.e. EARN, Work Ready, and Local Career Links

Identify barriers to employment. Grant good cause from employment and training activities

Participation in Local Management Committee (LMC) meetings and Workforce Development meetings

Manner in which those services will be provided:

PA Compass online system

In-person interviews at the local CAO

Telephone interviews

In-person or remote representation at LMC and Workforce Development meetings

Where the services will be provided:

Services are provided online via PA Compass or in-person at the County Assistance Office

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.*

## 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 ___Northwest PA___ 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 ***July 1, 2025*** to ***June 30, 2028***

By signing my name below, I, William R. Schabener, representing Venango, Warren, and Forest CAOs, parties 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, 2028, whichever occurs earlier.

Signature

6/23/25
Date

William R. Schabener / Area 4 Manager
Print Name and Title

Department of Human Services/Office of Income Maintenance/Bureau of Operations
Agency Name

570-826-2148
Agency Contact Information

Program funding for this MOU: Federal ☐ State ☐ Other ☐ (Not Applicable)
If Federal provide CFDA #: _____. (Not Applicable)
If State provide appropriation identification: _____.

Agency Name

# Appendix A

## SERVICE PROVISION

**Agency Name:** Forest, Venango and Warren CAO's

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

* Program elgibility - includes the detemrination of elgibility for state and federal public assistance benefits.

* Supportive Special Alowances ,if eligible.

*Assess job readiness of eligible applicanst and makes appropriate referral to local EARN contractor and local Caree Links.

* Identifies barriers to employment and makes appropriate referrals or grants good cuse from employment and trianing activities.

*Participation in Workforce Development meetings.

Manner in which those services will be provided:

* COMPASS online system

* Face-to-Face Interviews

* Telephone Interviews

* Telephone and in-person representation at Workforce Development meetings.

Where the services will be provided:

* Services are provided online via PA COMPASS and at the local County Assistance Office (CAO).

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.*

## 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 Northwest PA 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 ***July 1, 2026*** to ***June 30, 2028***

By signing my name below, I, Dr. Benjamin D. Wilson, representing Greater Erie Community Action Committee - GECAC, 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

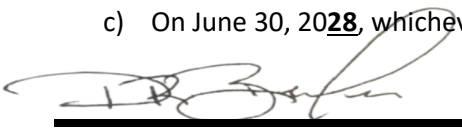
☒ Operating Budget

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, 20**28**, whichever occurs earlier.



Signature

6/29/2026

Date

**Dr. Benjamin D. Wilson – Chief Executive Officer**

Print Name and Title

**Greater Erie Community Action Committee (GECAC)**

Agency Name

**Dr. Ben Wilson – 814 – 860-6348 (M) 814-459-4581 Ext. 415**

Agency Contact Information

Program funding for this MOU: Federal ☐ State ☒ Other ☐

If Federal provide CFDA #: _____.

If State provide appropriation identification: _____.

# Appendix A
## SERVICE PROVISION

**Agency Name:** Greater Erie Community Action Committee

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

Referrals and coordination with other workforce programs

Development of individualized employment plans

Workforce preparation activities

Financial literacy services

Career planning

Manner in which those services will be provided:

Services will be provided to participants referred and eligible for the SCSEP and New Choices Program Offered by GECAC. Participants eligible for other GECAC program services will be referred to the Appropriate programs as referrals are shared with our agency.

Where the services will be provided:

Services will be provided at GECAC's main office located at 18 West 9th Street, Erie, PA 16501

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

3-21-2025
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)

## MOU AUTHORITY AND SIGNATURE PAGE

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The effective period of this MOU is ***July 1, 2026*** to ***June 30, 2028***

By signing my name below, I, Penny Campbell, representing Clarion County Housing Auth., 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, 20**28**, whichever occurs earlier.

Penny Campbell — Signature

8.7.26 — Date

Penny Campbell — Print Name and Title

Clarion County Housing Authority — Agency Name

Penny Campbell · 814-226-8910 — Agency Contact Information

Program funding for this MOU: Federal ☐ State ☐ Other ☐
If Federal provide CFDA #: _____.
If State provide appropriation identification: _____.

# Appendix A
## SERVICE PROVISION

**Agency Name:** Clarion County Housing and Redevelopment Authority

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

Program Eligibility – including determination of eligibility and housing benefits

Provide referrals to other relevant programs and agencies

Outreach

Needs determination

Other engagement as needed

Manner in which those services will be provided:

Website – online

In-person interviews

Telephone interviewing/correspondence

Other manner as determined

Where the services will be provided:

Services will be provided on-line, in person, by mail/email, and other options as needed

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

03/05/2025
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)

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

## MOU AUTHORITY AND SIGNATURE PAGE

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The effective period of this MOU is ***July 1, 2026*** to ***June 30, 2028***

By signing my name below, I, Kelly King, representing Keystone/Red Rock Job Corps, 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, 2028, whichever occurs earlier.

Kelly King — Valid for Contract 7/31/26

Signature — Date

Kelly King — Keystone/Red Rock Executive Director

Print Name and Title

WIOA Title I Job Corps.

Agency Name

Edward Weaver 570 709 0692 weaver.edward@jobcorps.org

Agency Contact Information

Program funding for this MOU: Federal ☐ State ☐ Other ☐

If Federal provide CFDA #: _____.

If State provide appropriation identification: _____.

# Appendix A
## SERVICE PROVISION

**Agency Name:** Keystone Red Rock Job Corps

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

- Eligibility determination for the Job Corps Program – WIOA Title I
- Outreach, intake, orientation
- Initial skills assessment
- Referral and coordination with other programs
- Workforce and labor market information and statistics
- Information on the availability of supportive services
- Conduct Information Sessions about Job Corps program and services

Manner in which those services will be provided:

Admission counselor will conduct Job Corps Information Sessions in group, individual, and virtual formats. They will conduct one-on-one assessment for Job Corps eligibility and refer to other agencies as appropriate. Admission counselor will work closely with other agencies to provide a referral system Which would best meet the needs of the client.

Where the services will be provided:

Main office location will be the Erie CareerLink. The admission counselor assigned to this are will also conduct a meeting and Information Sessions at other CareerLinks in the area.

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.*

Kelly King — Signature

2-1-23 — Date

## 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 NWPA Job Connect 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 ***July 1, 2025*** to ***June 30, 2028***

By signing my name below, I, Tracy Jones, representing PathStone Corporation, 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, 20**28**, whichever occurs earlier.

Tracy Jones — 06.02.25

Signature — Date

Tracy Jones - Executive Director, Program Development Administration

Print Name and Title

PathStone Corporation

Agency Name

Patricia Greene - Director, SCSEP 717-264-2839

Agency Contact Information

Program funding for this MOU: Federal ☐ State ☐ Other ☐

If Federal provide CFDA #: _____.

If State provide appropriation identification: _____.

Agency Name

# Appendix A

## SERVICE PROVISION

**Agency Name:** PathStone Corporation

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

See Attachment

Manner in which those services will be provided:

See Attachment

Where the services will be provided:

See Attachment

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.*

**Information for the MOU:**

**The Senior Community Service Employment Program (SCSEP)**

PathStone Corporation operates the Senior Community Service Employment Program in 27 counties in Pennsylvania which includes Lackawanna County.

The Senior Community Service Employment Program (SCSEP) is a community service and work-based job training program for older Americans. Authorized by the Older Americans Act, the program provides training for low-income, unemployed seniors. Participants also have access to employment assistance through the American Job Centers/ CareerLink.

SCSEP participants gain work experience in a variety of community service activities at non-profit and public facilities, including schools, hospitals, day-care centers, and senior centers. The program provides over 40 million community service hours to public and non-profit agencies, allowing them to enhance and provide needed services. Participants work an average of 20 hours a week, and are paid the highest of federal, state or local minimum wage. This training serves as a bridge to unsubsidized employment opportunities for participants.

Participants must be at least 55, unemployed, and have a family income of no more than 125% of the federal poverty level. Enrollment priority is given to veterans and qualified spouses, then to individuals who are over 65, have a disability, have low literacy skills or limited English proficiency, reside in a rural area, are homeless or at risk of homelessness and have low employment prospects.

PathStone will commit to providing an eligible SCSEP participant to train within the CareerLink located within Lackawanna County. Participants may assist with front desk duties, reception, be available to assist as greeters and the computer lab just to name a few. Further, PathStone will provide a toll free number 1-800-425-0053 that is accessible 24 hours a day, 7 days per week. Should a 55 and older worker be eligible for services following contact with the CareerLink or through the toll free phone line, PathStone will provide services and will provide a staff person on site to assure services are rendered. In addition, PathStone will continue to pay one (1) FTE, as we have in the past.

**The National Farmworker Jobs Program**

The National Farmworker Jobs Program (NFJP) is a nationally-directed, locally-administered program of services for migrant and seasonal farmworkers (MSFWs). In Pennsylvania, the NFJP is administered by PathStone Corporation. This program partners with community organizations and state agencies to counter the chronic unemployment and underemployment experienced by farmworkers who depend primarily on jobs in agricultural labor performed within Pennsylvania and other states. The NFJP is an integral part of the public workforce system and a required partner in the nationwide network of One-Stop Career Centers. In addition, NFJP partners with State Monitor Advocates to provide services to farmworkers and their families working in agricultural employment.

Under the Workforce Innovation Opportunity Act (WIOA) Title 1- Section 167, an individual must meet on the date of application the following criteria to be eligible for NFJP services:

First MSFW's must be within the most recent 24 months be an:

- Eligible seasonal farmworker or
- Eligible migrant farmworker or
- Eligible MSFW Youth

- Be a United States Citizen or Work Authorized

- Selective Service Registered

Second MSFW's must be:

- A low income individual who faces multiple barriers to economic self-sufficiency.

- A dependent of an eligible farmworker may also qualify if they are a United States citizen or work authorized and selective service registered.

The NFJP provides job training programs including: Career Services; Training Services – OJT; OST and Agricultural Up-Grade Training; Related Services for stabilization in Agriculture and other Supportive Services in coordination with Training.

PathStone Corporation has targeted areas where the highest numbers of eligible farmworkers reside. Lackawanna County is not a targeted area. Thus, PathStone will provide a toll free number 1-800-425-0053 that is accessible 24 hours a day, 7 days per week. Should a farmworker be eligible for services following contact through the toll free phone line, PathStone will provide services and / may, when necessary, provide a staff person on site to assure services are rendered.

## 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 Northwest 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 ***July 1, 2026*** to ***June 30, 2028***

By signing my name below, I, Stephanie Krauza, representing St. Benedict Education Center, 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, 20**28**, whichever occurs earlier.

Signature — Date: 8.6.26

Stephanie Krauza - Executive Director

Print Name and Title

St. Benedict Education Center

Agency Name

330 E. 10th St. Erie PA 16503

Agency Contact Information

Program funding for this MOU: Federal ☒ State ☐ Other ☐

If Federal provide CFDA #: TANF = 93.558 SNAP = 10.561

If State provide appropriation identification: _____.

# Appendix A
## SERVICE PROVISION

**Agency Name:** St. Benedict Education Center (SBEC)

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

EARN services as specified in DHS guidelines for those TANF individuals referred by the County Assistance Office. Services include intake/orientation, intensive case management, instruction, community service and paid work opportunities, job search/coordination and other experiences as outlined in the EARN guidelines. Workforce preparation, teaching embedded English, networking with employers, teaching soft skills, resume development and interviewing techniques are included. CASAS testing is available on site and provided by Title II. Additionally, SBEC will serve SNAP clients as outlined by DHS. Collaboration is essential.

Manner in which those services will be provided:

Each client will be assigned a case manager who will work with the client to develop an individualized plan. The goal is to overcome barriers, identify resources and attain family sustaining employment. Progress is documented in CWDS and measured in accordance with EARN guidelines.

Where the services will be provided:

Services are provided in Erie, Crawford, Venango, Warren, Forest, and Clarion counties. Staff will travel to meet clients as needed. SBEC continues to provide remote services for those clients unable to come on site.

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

3/5/25
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)

## 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 ***Northwest Pennsylvania Job Connect*** 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 ***July 1, 2025*** to ***June 30, 2028***

By signing my name below, I, **Kerry Jevsevar**, representing **the Native American Employment and Training (WIOA) Program at the Council of Three Rivers American Indian Center**, 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, 2028, whichever occurs earlier.

05/12/2025

Signature Date

**Kerry Jevsevar—Native American Employment and Training (WIOA) Program/Director**

Print Name and Title

**Council of Three Rivers American Indian Center**

Agency Name

**412/782-4457 x219, Fax 412/767-4808, kjevsevar@cotraic.org, www.cotraic.org**

Agency Contact Information

Program funding for this MOU: Federal ☑ State ☐ Other ☐

If Federal provide CFDA #: **17.265**.

If State provide appropriation identification: _____.

# Appendix A
## SERVICE PROVISION

**Agency Name:** Native American Employment and Training (WIOA) Program at the Council of Three Rivers American Indian Center

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

Providing services to Native Americans, Alaskan Natives, and Native Hawaiians who are underemployed, Underemployed, or low income. Services include employability assessment, training support, employment search assistance, support services, job opening referrals, social service referrals, and post-employment follow up.

Manner in which those services will be provided:

Employability assessment will be made upon intake into the program. Training support will take the form of direct contributions to training facilities (trade and vocational schools, community colleges, and universities) in the amount based upon the annual budget from US Department of Labor. Employment search will be provided after training is completed or if training is not required, along with job opening referrals. Social service referrals will be on-going through the participants involvement in the program. Follow up activities will occur after the participant has gained and continue for 12 months.

Where the services will be provided:

Staff is located remotely and services will be conducted via phone, email, text, video conferencing, and In-person in areas, where possible, that there is access to other employment and social services (eg American Job Centers).

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

05/12/2025
Date

## 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 Northwest 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 ***July 1, 2025*** to ***June 30, 2028***

By signing my name below, I, Kelli Davis, representing Titusville Regional Literacy Council, 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, 2028, whichever occurs earlier.

Kelli Davis 6-16-25

Signature Date

**Kelli J. Davis, Executive Director**

Print Name and Title

**Titusville Regional Literacy Council**

Agency Name

**Kelli Davis,**

Agency Contact Information

Program funding for this MOU: Federal ☒ State ☐ Other ☐

If Federal provide CFDA #: _____.

If State provide appropriation identification: _____.

# Appendix A
## SERVICE PROVISION

**Agency Name:** Titusville Regional Literacy Council (TRLC)

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

1. Initial skills assessment in the form of the TABE (Test of Adult Basic Education)
2. Mobile Careerlink partner in Crawford and Forest counties
3. Instruction in:
    a. Basic skills improvement
    b. Preparation for the Commonwealth Secondary School Diploma (high school equivalency) attainment
    c. English language acquisition instruction
    d. Workplace adult education and literacy activities
    e. Family Literacy including Adult Literacy, Parent Education and Early Childhood Education for children 8 and younger
4. Support Rapid Response initiatives
    a. TABE assesment
    b. Basic skill instruction/improvement
    c. Digital literacy instruction
5. Priority of service for CareerLink customers
6. Shared co-enrolled student data sharing
7. Provide professional development opportunities
8. Direct linkage to an appropriately trained Title II staff member during regular business hours
9. Provide direct referrals to CareerLink

Manner in which those services will be provided:

1. Administer TABE assessment
2. Mobile CareerLink partner in Crawford and Forest Counties
    a. In collaboration implement a mobile service delivery CareerLink model
    b. Provide classroom space, and access to phones, internet, printing, computers, and other classroom technology and supplies
    c. Provide information and schedules for mobile CareerLink services to all students
    d. Support the collection of student demographic information and other required documentation
3. Instruction:
    a. Provide instruction in the following ways:
        i. Face-to-face
        ii. Virtually
        iii. Classes
        iv. Small groups
        v. Individually with a trained tutor
    b. Provide instruction in:
        i. Basic skills improvement
            1. reading
            2. math
            3. grammar
            4. writing
        ii. Commonwealth Secondary School Diploma
        iii. Digital Literacy
    c. Transitioning to postsecondary education and training, including through career pathways
    d. Speaking, listening and writing for English as a second language learners

4. Support Rapid Response initiatives:
    a. Provide basic skills instruction/improvement
    b. Provide documentation of student progress
5. Priority of service for CareerLink customers
    a. CareerLink customers will receive immediate opportunity for enrollment
6. Student data sharing for co-enrolled students
    a. TRLC will add a release of information to intake packet to be signed by all new students to share information and data with CareerLink
7. Direct linkage to trained Title II staff from TRLC during regular business hours
    a. Phone
    b. Live chat
8. Provide direct referrals to CareerLink
    a. All new TRLC students will create CareerLink accounts as appropriate
    b. TRLC staff will refer qualified students to CareerLink staff

Where the services will be provided:

Titusville Regional Literacy Council's adult and family literacy provides services in Crawford and Forest Counties.

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

12/1/22
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)

## 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 UWPA Job Connect 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 ***July 1, 2025*** to ***June 30, 2028***

By signing my name below, I, Andrew Pushchak, representing Northwest Tri-County IUS, 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, 20**28**, whichever occurs earlier.

Andrew J Pushchak — 03/26/25

Signature — Date

Dr. Andrew Pushchak, Board President

Print Name and Title

Northwest Tri-County IUS

Agency Name

Kirk Shimshock Kirk_shimshock@IUS.org 814-734-5610

Agency Contact Information

Program funding for this MOU: Federal ☐ State ☐ Other ☐

If Federal provide CFDA #: _____.

If State provide appropriation identification: _____.

# Appendix A

**SERVICE PROVISION**

**Agency Name:** Northwest Tri-County IU5 – Adult Education and Career Readiness Program

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

1. Initial CASAS assessment
2. Mobile Careerlink partner in Erie, Clarion, Crawford, Forest, Venango, and Warren counties
3. Instruction in:
    a. Basic academic skills acquisition
    b. Preparation for the GED and HiSET exams for Commonwealth Secondary School Diploma attainment
    c. English language acquisition instruction
    d. Workplace adult education and literacy activities
4. Support Rapid Response initiatives (CASAS assessment and basic skills remediation)
5. Priority of service for CareerLink customers
6. Shared co-enrolled student data sharing
7. Provide professional development opportunities
8. Direct linkage to an appropriately trained Title II staff member during regular business hours
9. Provide direct referrals to CareerLink

Manner in which those services will be provided:

1. Initial CASAS assessment
2. Provide appropriately trained CASAS administrators and testing booklets (CareerLink will provide answer sheets)
3. Mobile CareerLink partners in Erie, Clarion, Crawford, Forest, Venango, and Warren counties
    a. In collaboration implement a mobile service delivery CareerLink model
    b. Provide classroom space, and access to phones, internet, printing, computers, and other classroom technology and supplies
    c. Provide information and schedules for mobile CareerLink services to all students
    d. Support the collection of student demographic information and other required documentation
    e. Conduct shared orientations where needed
4. Instruction:
    a. Provide instruction in classrooms listed below
    b. Provide basic academic literacy in reading and mathematical knowledge and skills necessary for employment and economic self-sufficiency
    c. Assist adults in attaining a Commonwealth Secondary School Diploma, and in the transition to postsecondary education and training, including through career pathways
    d. Assist English language learners in improving their reading, writing, speaking, and comprehension skills in English and mathematics
    e. Provide workplace adult education and literacy activities for interested employers, as needed
    f. Provide appropriately trained CASAS administrators and testing booklets (CareerLink will provide answer sheets)

5. Support Rapid Response initiatives
    a. Provide basic academic literacy in reading and mathematical knowledge
    b. Provide documentation of student progress and outcomes
6. Priority of service for CareeLink customers
    a. CareerLink customers will receive first opportunity for enrollment
7. Shared co-enrolled student data sharing
    a. All new IU5 students will sign a release for sharing student information and data with CareerLink
8. Provide professional development opportunities
    a. IU5 will provide professional development opportunities for CareerLink staff
9. Direct linkage to an appropriately trained Title II staff member during regular business hours
    a. CareerLink customers will have direct access to Title II via a Live Chat system
10. Provide direct referrals to CareerLink
    a. All qualified IU5 students will be referred for potential WIOA registration and CareerLink services
    b. All IU5 students will create a PA CareerLink account

Where the services will be provided:

The Northwest Tri-County Intermediate Unit 5's Adult Education and Career Readiness Program provides services in Erie, Clarion, Crawford, Forest, Venango, and Warren counties.

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

10/26/22
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

## 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 NWPA 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 ***July 1, 2026*** to ***June 30, 2028***

By signing my name below, I, Brad Whitman, representing Northwest Tri-County IU5, 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, 2028, whichever occurs earlier.

Signature

06/29/2026
Date

Brad Whitman, Executive Director
Print Name and Title

Northwest Tri-County Intermediate Unit 5
Agency Name

814-734-8401
Agency Contact Information

Program funding for this MOU: Federal ☐ State ☐ Other ☐
If Federal provide CFDA #: _____.
If State provide appropriation identification: _____.

# Appendix A
## SERVICE PROVISION

**Agency Name: Venango County Human Services- Venango/Crawford Community Support Services**

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

**Venango/ Crawford CSS provides a full range of services to area individuals and families. These supports help to quickly remediate Social Determinate of Health needs. Types of services are listed below:**

- **Nutrition Programs** (Food Vouchers, Food Pantries and Home Delivered Meals)
- **Employment / Education Supports** (financial assistance with clothing, books, testing, school fees, car-repairs)
- **Transportation** (Non-medical and limited medical transportation, Bus Passes, RIDE Program for those open w/ Venango County Human Services which includes rides to employment after hours)
- **Housing & Utilities (**Several rental assistance and utility payment programs- by eligibility)
- **Life Coach Program** (1:1 supports for those struggling with basic needs and social determinate of health barriers for those open w/ Venango County Human Services)
- **Scholarship Programs (**For approved recreational activities, educational and afterschool programs based in income eligibility)
- **Diaper Bank** (Products available to all county residents regardless of income)

Manner in which those services will be provided:

**These services are provided in Venango and Crawford Counties. Eligibility varies for specific programs; however, program staff will assist applicants to find the best support options. Many, but not all, adhere to poverty guidelines.**

Where the services will be provided:

**Venango/ Crawford Community Support Services is a key partner in service delivery with supports provided in Venango and Crawford counties. This agency is not located in the Career Link proper, but coordinates services from its office at 1 Dale Avenue, Franklin, PA 16232. Individuals will be referred/ obtain an application from this location.**

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.*

- 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)

**Northwest #170**
**PA Careerlink Erie County #0714 (Comprehensive)**
**1647 Sassafras Street, Northgate Commons, Suite 300 Erie, PA 16502**

**Operating Budget Effective Dates:** 07/01/2025-06/30/2026
**Operating Budget Narrative Effective Dates:** 07/01/2025-06/30/2026
**Modification Number:**
**Modification Effective Date:**

**Operating Budget Contact Name:** Diona Brick
**Operating Budget Contact Phone:** 814-432-9503
**Site Administrator Name:** Elizabeth Wilson
**Site Administrator Phone:** 814-455-9966 x400

**[Part 1] SHARED ANNUAL COSTS** **[Part 3] ANNUAL ALLOCATION TO PARTNERS**

| Cost Category | Cost Item | Fronted Cost State / Non State | Method of Allocation | Total Annual Budget | Adult Youth DW | EDU (Adult & Literacy) | CTE | CSBG/DCED | TANF | Job Corps | JVSG (DVOP) | JVSG (LVER) | Wagner Peyser | ReEmployment | SCSEP | UC | RESEA | Rapid Response | Board Staff | Wagner-Peyser (ARD) | Total Allocation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ***INFRASTRUCTURE COSTS*** | | | | | | | | | | | | | | | | | | | | | |
| **Facilities** | | | | **$ 191,167.39** | **$ 82,084.81** | **$ 1,100.00** | **$ -** | **$ 5,395.16** | **$ 27,809.67** | **$ -** | **$ -** | **$ 4,412.54** | **$ 7,723.63** | **$ 22,702.00** | **$ 1,765.55** | **$ 1,765.55** | **$ 23,169.52** | **$ 4,412.54** | **$ 4,412.54** | **$ 4,412.54** | **$ 191,166.05** |
| | | | **Total Rent** | **$ 129,569.39** | | | | | | | | | | | | | | | | | |
| Rent - Shared | 8,135 sq. ft. @ $12.78 per sq. ft. plus escalation (excludes all Rent - Direct) plus Common Area Maintenance at $23,600 escalation 3.5% | Non-State | Square Footage | **$ 72,562.56** | 44,396.69 | - | - | - | - | - | - | 2,386.58 | 4,177.43 | - | 954.92 | 954.92 | 12,531.55 | 2,386.58 | 2,386.58 | 2,386.58 | 72,561.83 |
| Rent- Direct UC device allocation | 75 sq. ft. @ $12.78 per sq. ft. plus amount provided by L & I PACL | Non-State | Direct | $ - | | | | | | | | | | | | - | | | | | - |
| Rent - Direct (UC, DCED, DHS, TRADE) | Figures provided by L&I PACL | Non-State | Direct | $ 57,006.83 | | 1,100.00 | - | 5,395.16 | 27,809.67 | | | | | 22,702.00 | | | | | | | 57,006.83 |
| Facility Utilities & Bldg. Maintenance | Utilities & Contracted Bldg. Maintenance Services (See Erie Detail Tab) | Non-State | Square Footage | **$ 61,598.00** | 37,688.12 | - | - | - | - | - | - | 2,025.96 | 3,546.20 | - | 810.63 | 810.63 | 10,637.97 | 2,025.96 | 2,025.96 | 2,025.96 | 61,597.39 |
| Janitorial (Additional) | Additional Janitorial 12.50/hr. x 60 hours. | Non-State | Square Footage | **$ -** | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Janitorial (Additional) | As Needed (Per-Diem) | Non-State | Square Footage | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| **Operations** | | | | **113,158.00** | **69234.24** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **3721.85** | **6514.74** | **0.00** | **1489.49** | **1489.49** | **19542.38** | **3721.85** | **3721.85** | **3721.85** | **113157.74** |
| Telephone | Local connection lines and service | Non-State | Staff #1 | **$ 1,519.00** | 929.38 | - | - | - | - | - | - | 49.96 | 87.45 | - | 19.99 | 19.99 | 262.33 | 49.96 | 49.96 | 49.96 | 1518.98 |
| Telephone | Local connection lines and service | State | Staff #1 | **$ 1,600.00** | 978.94 | - | - | - | - | - | - | 52.62 | 92.11 | - | 21.06 | 21.06 | 276.32 | 52.62 | 52.62 | 52.62 | 1599.97 |
| State L.A.N. Connection - CRC | # PCs @ 5## & # Printer @ 5## each per month | State | Staff #1 | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0.00 |
| State L.A.N. Connection - Non State Devices | # PCs @ 5## each per month | Non-State | | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0.00 |
| Resource Room Tools | Assessment Software/System | | Staff #1 | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0.00 |
| Internet Service | Wi-Fi | Non-State | Staff #1 | **$ 5,970.00** | 3,652.68 | - | - | - | - | - | - | 196.35 | 343.69 | - | 78.57 | 78.57 | 1,031.02 | 196.35 | 196.35 | 196.35 | 5969.93 |
| Equipment | Equipment Repairs/Maintenance | Non-State | Staff #1 | **$ 2,160.00** | 1,321.57 | - | - | - | - | - | - | 71.04 | 124.35 | - | 28.43 | 28.43 | 373.03 | 71.04 | 71.04 | 71.04 | 2159.97 |
| Postage Meter | Postage Meter Lease | State | Staff #1 | **$ 1,373.00** | 840.06 | - | - | - | - | - | - | 45.16 | 79.04 | - | 18.07 | 18.07 | 237.12 | 45.16 | 45.16 | 45.16 | 1373.00 |
| Copier/Multifunction Device | MFD Lease | Non-State | % of Staff #2 (Copier) | **$ 7,916.00** | 4,843.01 | - | - | - | - | - | - | 260.44 | 455.96 | - | 104.49 | 104.49 | 1,367.09 | 260.44 | 260.44 | 260.44 | 7916.80 |
| Postage | Postage Usage | State | Staff #1 | **$ 3,200.00** | 1,957.89 | - | - | - | - | - | - | 105.25 | 184.22 | - | 42.11 | 42.11 | 552.64 | 105.25 | 105.25 | 105.25 | 3199.97 |
| Printing | Brochures, Business Cards | | Staff #1 | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0.00 |
| Office Supplies - State | General Office Supplies | State | Staff #1 | **$ 1,700.00** | 1,040.13 | - | - | - | - | - | - | 55.91 | 97.87 | - | 22.37 | 22.37 | 293.59 | 55.91 | 55.91 | 55.91 | 1699.97 |
| Office Supplies - Non State | General Office Supplies | Non-State | Staff #1 | **$ 22,000.00** | 13,460.46 | - | - | - | - | - | - | 723.58 | 1,266.54 | - | 289.52 | 289.52 | 3,799.40 | 723.58 | 723.58 | 723.58 | 21999.76 |
| Reasonable Accommodations | ADA/LEP Language Line Services | State | Staff #1 | **$ 120.00** | 73.42 | - | - | - | - | - | - | 3.95 | 6.91 | - | 1.58 | 1.58 | 20.72 | 3.95 | 3.95 | 3.95 | 120.01 |
| Reasonable Accommodations | ADA/LEP | Non-State | Staff #1 | **$ 100.00** | 61.18 | - | - | - | - | - | - | 3.29 | 5.76 | - | 1.32 | 1.32 | 17.27 | 3.29 | 3.29 | 3.29 | 100.01 |
| Assistive Technology | Assistive Technology for Individuals with Disabilities | | Staff #1 | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0.00 |
| Signage | New AJC Outreach | | Staff #1 | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0.00 |
| Community Outreach | Local marketing & job fairs | | Staff #1 | **$ 500.00** | 305.92 | - | - | - | - | - | - | 16.45 | 28.79 | - | 6.58 | 6.58 | 86.35 | 16.45 | 16.45 | 16.45 | 500.02 |
| Membership | Organization fees | | Staff #1 | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0.00 |
| Staff Training | Training | | Staff #1 | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0.00 |
| Training | Active Shooter and Fire Ext. | Non-State | Staff #1 | **$ 3,000.00** | 1,835.52 | - | - | - | - | - | - | 98.67 | 172.71 | - | 39.48 | 39.48 | 518.10 | 98.67 | 98.67 | 98.67 | 2999.97 |
| | Relocation Expenses | | Staff #1 | **$ 62,000.00** | 37,934.08 | - | - | - | - | - | - | 2,039.18 | 3,569.34 | - | 815.92 | 815.92 | 10,707.40 | 2,039.18 | 2,039.18 | 2,039.18 | 61999.38 |
| | | | Staff #1 | **$ -** | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0.00 |
| | | | Staff #1 | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0.00 |
| ***TOTAL INFRASTRUCTURE COSTS*** | | | | **$ 304,325.39** | **151319.05** | **1100.00** | **0.00** | **5395.16** | **27809.67** | **0.00** | **0.00** | **8134.39** | **14238.37** | **22702.00** | **3255.04** | **3255.04** | **42711.90** | **8134.39** | **8134.39** | **8134.39** | **304323.79** |
| ***ADDITIONAL SHARED COSTS (PERSONNEL/SERVICES)*** | | | | | | | | | | | | | | | | | | | | | |
| Site Administrator or Operator Contract | Salary & Fringe Benefits | Non-State | Staff #1 | **$ 238,500.00** | 145923.85 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 7844.27 | 13730.45 | 0.00 | 3138.66 | 3138.66 | 41188.95 | 7844.27 | 7844.265 | 7844.265 | 238497.64 |
| | | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 0 | 0.00 |
| ***TOTAL ADDITIONAL SHARED COSTS (PERSONNEL/SERVICES)*** | | | | **$ 238,500.00** | **145923.85** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **7844.27** | **13730.45** | **0.00** | **3138.66** | **3138.66** | **41188.95** | **7844.27** | **7844.27** | **7844.27** | **238497.64** |
| **TOTAL INFRASTRUCTURE /ADDITIONAL SHARED COSTS** | | | | **$ 542,825.39** | **297,242.90** | **1,100.00** | **-** | **5,395.16** | **27,809.67** | **-** | **-** | **15,978.66** | **27,968.82** | **22,702.00** | **6,393.70** | **6,393.70** | **83,900.85** | **15,978.66** | **15,978.66** | **15,978.66** | **542,821.43** |
| PREVIOUS INFRASTRUCTURE / ADDITIONAL SHARED COSTS BUDGET | | | | **$ 454,965.82** | 247,209.70 | 1,100.00 | - | 3,507.93 | - | 7,806.44 | 13,009.36 | 13,009.36 | 104,086.61 | 22,802.34 | 6,506.37 | 6,633.49 | 53,000.00 | 26,022.91 | - | - | **507,957.49** |
| DIFFERENCE | | | | **$ 87,859.57** | 50,033.20 | - | - | 1,887.23 | 27,809.67 | (7,806.44) | (13,009.36) | 2,969.30 | (76,117.79) | (100.34) | (112.67) | (239.79) | 30,900.85 | (10,044.25) | 15,978.66 | 15,978.66 | **34,863.94** |

**[Part 2] METHODS OF ALLOCATION**

| | | | | | | | | | CareerLink # | 0 | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Program / Authorization** | **Partner Name / Acronym** | **Square Footage (based on % of Staff #1)** | **% of Square Footage** | **Number of Staff #1** | **% of Staff #1** | **Number of Staff #2 (Copier)** | **% of Staff #2 (Copier)** | **Non State Connections to State L.A.N.** | **% of Non State Connections to State L.A.N.** | **Cost Center** | **Allocation** |
| Adult, Dislocated Worker, and Youth Programs - WIOA Title I | Adult Youth DW | 260 | 51.59% | 18.60 | 61.184% | 18.60 | 61.18% | 0 | 0.00% | | **$ 297,242.90** |
| Adult & Literacy Program - WIOA Title II | EDU (Adult & Literacy) | 0 | 0.00% | 0.00 | 0.000% | 0.00 | 0.00% | 0 | 0.00% | | **$ 1,100.00** |
| Career & Technical Program - Carl D. Perkins Career & Technical Education Act | CTE | 0 | 0.00% | 0.00 | 0.000% | 0.00 | 0.00% | 0 | 0.00% | | **$ -** |
| Employment and Training Activities - Community Services Block Grant Act | CSBG/DCED | 0 | 0.00% | 0.00 | 0.000% | 0.00 | 0.00% | 0 | 0.00% | **1240000999** | **$ 5,395.16** |
| Employment and Training Activities - Housing and Urban Development | HUD | 0 | 0.00% | 0.00 | 0.000% | 0.00 | 0.00% | 0 | 0.00% | | **$ 27,809.67** |
| Job Corps - WIOA Title I C | Job Corps | 0 | 0.00% | 0.00 | 0.000% | 0.00 | 0.00% | 0 | 0.00% | | **$ -** |
| Jobs for Veterans State Grants - Chpt. 41 of Title 38 U.S.C. | JVSG (DVOP) | 0 | 0.00% | 0.00 | 0.000% | 0.00 | 0.00% | 0 | 0.00% | **1240000999** | **$ -** |
| Jobs for Veterans State Grants - Chpt. 41 of Title 38 U.S.C. | JVSG (LVER) | 26 | 5.16% | 1.00 | 3.289% | 1.00 | 3.29% | 0 | 0.00% | **1240000999** | **$ 15,978.66** |
| Wagner Peyser Employment Services - WIOA Title III, Staff Development, Regional Staff | Wagner Peyser | 33 | 6.55% | 1.75 | 5.757% | 1.75 | 5.76% | 0 | 0.00% | **1240000999** | **$ 27,968.82** |
| ReEmployment | ReEmployment | 0 | 0.00% | 0.00 | 0.000% | 0.00 | 0.00% | 0 | 0.00% | | **$ 22,702.00** |
| Senior Community Services Employment Program - Older Americans Act Title V | SCSEP | 31 | 6.15% | 0.40 | 1.316% | 0.40 | 1.32% | 0 | 0.00% | | **$ 6,393.70** |
| Temporary Assistance for Needy Families Program - Social Security Act Title IV | TANF/DHS | 0 | 0.00% | 0.00 | 0.000% | 0.00 | 0.00% | 0 | 0.00% | **1240000999** | **$ -** |
| Trade Adjustment Assistance Program - Trade Act Title II | Trade | 0 | 0.00% | 0.00 | 0.000% | 0.00 | 0.00% | 0 | 0.00% | **1240000999** | **$ -** |
| Unemployment Insurance Program - Unemployment Compensation Laws | UC | 31 | 6.15% | 0.40 | 1.316% | 0.40 | 1.32% | 0 | 0.00% | **1240000999** | **$ 6,393.70** |
| Vocational Rehab Program - WIOA Title IV and Title 1 of Rehabilitation Act | OVR | 0 | 0.00% | 0.00 | 0.000% | 0.00 | 0.00% | 0 | 0.00% | **1266201000** | **$ -** |
| YouthBuild - WIOA Sec. 171 | YouthBuild | 0 | 0.00% | 0.00 | 0.000% | 0.00 | 0.00% | 0 | 0.00% | | **$ -** |
| Reemployment Services Eligibility & Assessments (RESEA) Grant | RESEA | 103 | 20.44% | 5.25 | 17.270% | 5.25 | 17.27% | 0 | 0.00% | **1240000999** | **$ 83,900.85** |
| Rapid Response - Additional Partner | Rapid Response | 0 | 0.00% | 1.00 | 3.289% | 1.00 | 3.29% | 0 | 0.00% | **1240000999** | **$ 15,978.66** |
| National Farmworker Jobs Program - WIOA Sec. 167 | NFJP | 0 | 0.00% | 0.00 | 0.000% | 0.00 | 0.00% | 0 | 0.00% | **1299103###** | **$ -** |
| WIOA Title 1 Native American National Program | NANP | 0 | 0.00% | 0.00 | 0.000% | 0.00 | 0.00% | 0 | 0.00% | | **$ -** |
| Apprenticeship Training Office | ATO | 0 | 0.00% | 0.00 | 0.000% | 0.00 | 0.00% | 0 | 0.00% | | **$ -** |
| Workers Comp | Workers Comp | 0 | 0.00% | 0.00 | 0.000% | 0.00 | 0.00% | 0 | 0.00% | **1240000999** | **$ -** |
| Mediation | Mediation | 0 | 0.00% | 0.00 | 0.000% | 0.00 | 0.00% | 0 | 0.00% | **1211370000** | **$ -** |
| Veterans Employment and Training Service | AD VET | 0 | 0.00% | 0.00 | 0.000% | 0.00 | 0.00% | 0 | 0.00% | **1277405000** | **$ -** |
| Probation | Board Staff | 0 | 0.00% | 1.00 | 3.289% | 1.00 | 3.29% | 1 | 4.76% | | |
| Trade Navigator | Trade Navigator | 0 | 0.00% | 0.00 | 0.000% | 0.00 | 0.00% | 2 | 9.52% | | **$ -** |
| | Wagner-Peyser (ARD) | 20 | 3.97% | 1.00 | 3.289% | 1.00 | 3.29% | 3 | 14.29% | | |
| | | | 0.00% | 0.00 | 0.000% | 0.00 | 0.00% | 4 | 19.05% | | |
| | | | 0.00% | 0.00 | 0.000% | 0.00 | 0.00% | 5 | 23.81% | | |
| | | | 0.00% | 0.00 | 0.000% | 0.00 | 0.00% | 6 | 28.57% | | |
| | | | 0.00% | 0.00 | 0.000% | 0.00 | 0.00% | 0 | 0.00% | | |
| | | **504** | **100%** | **30.40** | **100%** | **30.40** | **100%** | **21** | **100%** | | **$ 510,864.12** |

**[Part 4] COMMENTS**

| General Information | General Information |
|---|---|
| | The largest difference in this budget is the removal of the security for 21 - 22. |

**Northwest #170**
**Mobile Careerlink (Specialized)**
**RSAB**

**Operating Budget Effective Dates:** 07/01/2025-06/30/2026
**Operating Budget Narrative Effective Dates:** 07/01/2025-06/30/2026
**Modification Number:**
**Modification Effective Date:**

**Operating Budget Contact Name:** Diona Brick
**Operating Budget Contact Phone:** 814-432-9503
**Site Administrator Name:** Elizabeth Wilson
**Site Administrator Phone:** 814-455-9966 x400

**[Part 1] SHARED ANNUAL COSTS** — **[Part 3] ANNUAL ALLOCATION TO PARTNERS**

| Cost Category | Cost Item | Fronted Cost State / Non State | Method of Allocation | Total Annual Budget | Adult Youth DW | EDU (Adult & Literacy) | CTE | CSBG/DCED | HUD | Job Corps | JVSG (DVOP) | JVSG (LVER) | Wagner Peyser | REO | SCSEP | TANF/DHS | Trade | UC | OVR | RESEA | Rapid Response | NFJP | NANP | ATO | Workers Comp | Mediation | AD VET | Probation | Reemployment | Total Allocation | Reconciliation Part 1 & Part 3 Totals |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ***INFRASTRUCTURE COSTS*** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Facilities** | | | | $ 6,000.00 | $ 1,214.70 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 35.26 | $ - | $ - | $ - | $ - | $ - | $ - | $ 105.90 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 4,644.00 | $ 5,999.86 | $ - |
| | | | Total Rent | $ 6,000.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Rent - Shared | Varying Shared Sites (as needed) | Non-State | Square Footage | $ 1,356.00 | 1,214.70 | - | - | | - | - | - | - | 35.26 | - | - | - | - | - | - | 105.90 | - | - | - | - | - | - | - | - | - | 1,355.86 | $ - |
| Rent- Direct UC device allocation | Amount provided by L & I PACL | Non-State | Direct | $ 4,644.00 | | | | - | | | | | | | | | | - | | | | | | | | | | 4,644.00 | 4,644.00 | |
| **Operations** | | | | **7420.00** | **6644.08** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **194.39** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **580.82** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **7419.29** | $ 1 |
| Janitorial | Additional Janitorial Costs | Non-State | Staff #1 | $ - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0.00 | $ - |
| Telephone | Local connection lines and service | Non-State | Staff #1 | $ - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0.00 | $ - |
| Copier/Multifunction Device | MFD Lease | Non-State | % of Staff #2 (Copier) | $ 300.00 | 265.98 | - | - | - | - | - | - | - | 9.27 | - | - | - | - | - | - | 24.75 | - | - | - | - | - | - | - | - | - | 300.00 | $ - |
| Postage | Postage Usage | State | Staff #1 | $ 1,000.00 | 895.80 | - | - | - | - | - | - | - | 26.00 | - | - | - | - | - | - | 78.10 | - | - | - | - | - | - | - | - | - | 999.90 | $ - |
| Office Supplies - Non State | General Office Supplies | Non-State | Staff #1 | $ 4,500.00 | 4,031.10 | - | - | - | - | - | - | - | 117.00 | - | - | - | - | - | - | 351.45 | - | - | - | - | - | - | - | - | - | 4499.55 | $ - |
| Reasonable Accommodations | ADA/LEP Language Line Services | State | Staff #1 | $ 120.00 | 107.50 | - | - | - | - | - | - | - | 3.12 | - | - | - | - | - | - | 9.37 | - | - | - | - | - | - | - | - | - | 119.99 | $ - |
| Reasonable Accommodations | ADA/LEP | Non-State | Staff #1 | $ 1,500.00 | 1,343.70 | - | - | - | - | - | - | - | 39.00 | - | - | - | - | - | - | 117.15 | - | - | - | - | - | - | - | - | - | 1499.85 | $ - |
| Community Outreach | Local marketing & job fairs | | Staff #1 | $ - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0.00 | $ - |
| Computer Support | As Needed (Per-Diem) | Non-State | Staff #1 | $ - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0.00 | |
| ***TOTAL INFRASTRUCTURE COSTS*** | | | | **$ 13,420.00** | **7858.78** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **229.65** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **686.72** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **4644.00** | **13419.15** | $ 1 |
| ***ADDITIONAL SHARED COSTS (PERSONNEL/SERVICES)*** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Site Administrator or Operator Contract | Salary & Fringe Benefits | Non-State | Staff #1 | $ 105,750.00 | 94730.85 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2749.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 8259.08 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 0 | 105739.43 | $ 11 |
| ***TOTAL ADDITIONAL SHARED COSTS*** | | | | **$ 105,750.00** | **94730.85** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **2749.50** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **8259.08** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **105739.43** | $ 11 |
| **TOTAL INFRASTRUCTURE /ADDITIONAL SHARED COSTS** | | | | **$ 119,170.00** | **$ 102,589.63** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **2,979.15** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | | **8,945.80** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | | **$ -** | **$ -** | **$ -** | **4,644.00** | **119,158.58** | $ 11 |
| PREVIOUS INFRASTRUCTURE / ADDITIONAL SHARED COSTS BUDGET | | | | **$ 108,125.00** | 74,302.31 | - | - | 3,507.94 | - | - | - | - | 13,040.25 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 17,274.50 | **108,125.00** | $ - |
| DIFFERENCE | | | | **$ 11,045.00** | 28,287.32 | - | - | (3,507.94) | - | - | - | - | (10,061.10) | - | - | - | - | - | - | 8,945.80 | - | - | - | - | - | - | - | - | - | (12,630.50) | **11,033.58** | $ 11 |

**[Part 2] METHODS OF ALLOCATION**

Total Square Footage: 57

**CareerLink #:** 0

| Program / Authorization | Partner Name / Acronym | Square Footage (based on % of Staff #1) | % of Square Footage | Number of Staff #1 | % of Staff #1 | Number of Staff #2 (Copier) | % of Staff #2 (Copier) | Non State Connections to State L.A.N. | % of Non State Connections to State L.A.N. | Cost Center | Allocation |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Adult, Dislocated Worker, and Youth Programs - WIOA Title I | Adult Youth DW | 20 | 37.74% | 8.60 | 89.58% | 8.6 | 88.66% | 0 | 0.00% | | **$ 102,589.63** |
| Adult & Literacy Program - WIOA Title II | EDU (Adult & Literacy) | 0 | 0.00% | 0.00 | 0.00% | 0.0 | 0.00% | 0 | 0.00% | | **$ -** |
| Career & Technical Program - Carl D. Perkins Career & Technical Education Act | CTE | 0 | 0.00% | 0.00 | 0.00% | 0.0 | 0.00% | 0 | 0.00% | | **$ -** |
| Employment and Training Activities - Community Services Block Grant Act | CSBG/DCED | 0 | 0.00% | 0.00 | 0.00% | 0.0 | 0.00% | 0 | 0.00% | **1240000999** | **$ -** |
| Employment and Training Activities - Housing and Urban Development | HUD | 0 | 0.00% | 0.00 | 0.00% | 0.0 | 0.00% | 0 | 0.00% | | **$ -** |
| Job Corps - WIOA Title I C | Job Corps | | 0.00% | 0.00 | 0.00% | 0.0 | 0.00% | 0 | 0.00% | | **$ -** |
| Jobs for Veterans State Grants - Chpt. 41 of Title 38 U.S.C. | JVSG (DVOP) | 0 | 0.00% | 0.00 | 0.00% | 0.0 | 0.00% | 0 | 0.00% | **1240000999** | **$ -** |
| Jobs for Veterans State Grants - Chpt. 41 of Title 38 U.S.C. | JVSG (LVER) | 0 | 0.00% | 0.00 | 0.00% | 0.0 | 0.00% | 0 | 0.00% | **1240000999** | **$ -** |
| Wagner Peyser Employment Services - WIOA Title III, Staff Development, Regional Staff | Wagner Peyser | 24 | 45.28% | 0.25 | 2.60% | 0.3 | 3.09% | 0 | 0.00% | **1240000999** | **$ 2,979.15** |
| Reentry Employment Opportunities Program - Second Chance Act Sec. 212 and WIOA Sec. 169 | REO | 0 | 0.00% | 0.00 | 0.00% | 0.0 | 0.00% | 0 | 0.00% | | **$ -** |
| Senior Community Services Employment Program - Older Americans Act Title V | SCSEP | 0 | 0.00% | 0.00 | 0.00% | 0.0 | 0.00% | 0 | 0.00% | | **$ -** |
| Temporary Assistance for Needy Families Program - Social Security Act Title IV | TANF/DHS | 0 | 0.00% | 0.00 | 0.00% | 0.0 | 0.00% | 0 | 0.00% | **1240000999** | **$ -** |
| Trade Adjustment Assistance Program - Trade Act Title II | Trade | 0 | 0.00% | 0.00 | 0.00% | 0.0 | 0.00% | 0 | 0.00% | **1240000999** | **$ -** |
| Unemployment Insurance Program - Unemployment Compensation Laws | UC | 0 | 0.00% | 0.00 | 0.00% | 0.0 | 0.00% | 0 | 0.00% | **1240000999** | **$ -** |
| Vocational Rehab Program - WIOA Title IV and Title 1 of Rehabilitation Act | OVR | 0 | 0.00% | 0.00 | 0.00% | 0.0 | 0.00% | 0 | 0.00% | **1266201000** | **$ -** |
| YouthBuild - WIOA Sec. 171 | YouthBuild | 0 | 0.00% | 0.00 | 0.00% | 0.0 | 0.00% | 0 | 0.00% | | **$ -** |
| Reemployment Services Activities & Assessments (RESEA) Grant | RESEA | 9 | 16.98% | 0.75 | 7.81% | 0.8 | 8.25% | 0 | 0.00% | **1240000999** | **$ 8,945.80** |
| Rapid Response - Additional Partner | Rapid Response | 0 | 0.00% | 0.00 | 0.00% | 0.0 | 0.00% | 0 | 0.00% | **1240000999** | **$ -** |
| National Farmworker Jobs Program - WIOA Sec. 167 | NFJP | 0 | 0.00% | 0.00 | 0.00% | 0.0 | 0.00% | 0 | 0.00% | **1299103###** | **$ -** |
| WIOA Title 1 Native American National Program | NANP | 0 | 0.00% | 0.00 | 0.00% | 0.0 | 0.00% | 0 | 0.00% | | **$ -** |
| Apprenticeship Training Office | ATO | 0 | 0.00% | 0.00 | 0.00% | 0.0 | 0.00% | 0 | 0.00% | | **$ -** |
| Workers Comp | Workers Comp | 0 | 0.00% | 0.00 | 0.00% | 0.0 | 0.00% | 0 | 0.00% | **1240000999** | **$ -** |
| Mediation | Mediation | 0 | 0.00% | 0.00 | 0.00% | 0.0 | 0.00% | 0 | 0.00% | **1211370000** | **$ -** |
| Veterans Employment and Training Service | AD VET | 0 | 0.00% | 0.00 | 0.00% | 0.0 | 0.00% | 0 | 0.00% | **1277405000** | **$ -** |
| Probation | Probation | 0 | 0.00% | 0.00 | 0.00% | 0.0 | 0.00% | 1 | 4.76% | | |
| Reemployment | Reemployment | 0 | 0.00% | 0.00 | 0.00% | 0.0 | 0.00% | 2 | 9.52% | | **$ 4,644.00** |
| | | | 0.00% | 0.00 | 0.00% | 0.0 | 0.00% | 3 | 14.29% | | |
| | | | 0.00% | 0.00 | 0.00% | 0.0 | 0.00% | 4 | 19.05% | | |
| | | | 0.00% | 0.00 | 0.00% | 0.0 | 0.00% | 5 | 23.81% | | |
| | | | 0.00% | 0.00 | 0.00% | 0.0 | 0.00% | 6 | 28.57% | | |
| | | | 0.00% | 0.00 | 0.00% | 0.0 | 0.00% | 0 | 0.00% | | |
| | | **53** | **100%** | **9.60** | **100%** | **9.70** | **100%** | **21** | **100%** | | **$ 119,158.58** |

**[Part 4] COMMENTS**

| General Information | General Information |
|---|---|
| | |

**Northwest #170**
**PA Careerlink Oil Region #0718 (Comprehensive)**
**255 Elm Street, Oil City, PA 16301**

**Operating Budget Effective Dates:** 07/01/2025-06/30/2026
**Operating Budget Narrative Effective Dates:** 07/01/2025-06/30/2026
**Modification Number:**
**Modification Effective Date:**

**Operating Budget Contact Name:** Diona Brick
**Operating Budget Contact Phone:** 814-432-9503
**Site Administrator Name:** Elizabeth Wilson
**Site Administrator Phone:** 814-455-9966 x400

[Part 1] SHARED ANNUAL COSTS

[Part 3] ANNUAL ALLOCATION TO PARTNERS

| Cost Category | Cost Item | Fronted Cost State / Non State | Method of Allocation | Total Annual Budget | Adult Youth DW | EDU (Adult & Literacy) | CTE | CSBG/DCED | HUD | Job Corps | JVSG (DVOP) | JVSG (LVER) | Wagner Peyser | ReEmployment | SCSEP | TANF/DHS | Trade | UC | OVR | RESEA | Rapid Response | ATO | Board Staff | EARN | BWDA-WIOA | Total Allocation | Reconciliation Part 1 & Part 3 Totals |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ***INFRASTRUCTURE COSTS*** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Facilities** | | | | **$ 145,764.48** | **$ 49,084.54** | **$ 1,000.00** | **$ -** | **$ 5,395.15** | **$ -** | **$ -** | **$ 4,908.80** | **$ 4,908.80** | **$ 6,871.39** | **$ 18,127.00** | **$ -** | **$ 4,421.66** | **$ -** | **$ 981.29** | **$ 7,853.85** | **$ 21,596.64** | **$ 4,908.80** | **$ 9,816.44** | **$ 4,908.80** | **$ 981.31** | **$ -** | **$ 145,764.47** | $ 0.01 |
| | | | **Total Rent** | **$ 145,764.48** | | | | | | | | | | | | | | | | | | | | | | | |
| Rent - Shared | 8,700 sq. ft. @ $5.84 per sq. ft. (excludes Rent - Direct) (Commonwealth holds lease) | Non-State | Square Footage | **$ 116,820.67** | 49,084.54 | - | - | - | - | - | 4,908.80 | 4,908.80 | 6,871.39 | - | - | - | - | 981.29 | 7,853.85 | 21,596.64 | 4,908.80 | 9,816.44 | 4,908.80 | 981.31 | - | 116,820.66 | $ 0.01 |
| Rent- Direct UC device allocation | 75 sq. ft. @ $5.84 per sq. ft. plus amount provided by L & I PACL $5,544 | Non-State | Direct | $ - | | | | | | | | | | | | | | | | | | | | | | - | |
| Rent - Direct (UC, DCED, DHS, TRADE) | Figures provided by L&I PACL | Non-State | Direct | $ 28,943.81 | | 1,000.00 | | 5,395.15 | | | | | | 18,127.00 | | 4,421.66 | | | | - | | | | | | 28,943.81 | $ - |
| **Operations** | | | | **57727.40** | **24255.49** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **2425.60** | **2425.60** | **3395.42** | **0.00** | **0.00** | **0.00** | **0.00** | **484.91** | **3880.88** | **10672.22** | **2425.60** | **4850.69** | **2425.60** | **484.34** | **0.00** | **57726.35** | $ 1.05 |
| Telephone | Local connection lines and service | Non-State | Staff #1 | **$ 8,700.00** | 3,655.48 | - | - | - | - | - | 365.57 | 365.57 | 511.73 | - | - | - | - | 73.08 | 584.90 | 1,608.37 | 365.57 | 731.06 | 365.57 | 73.06 | - | 8699.96 | $ 0.04 |
| Postage Meter | Postage Meter Lease | State | Staff #1 | **$ 949.00** | 398.74 | - | - | - | - | - | 39.88 | 39.88 | 55.82 | - | - | - | - | 7.97 | 63.80 | 175.44 | 39.88 | 79.74 | 39.88 | 7.98 | - | 949.01 | $ (0.01) |
| Copier/Multifunction Device | MFD Lease | Non-State | % of Staff #2 (Copier) | **$ 5,000.00** | 2,101.00 | - | - | - | - | - | 210.00 | 210.00 | 294.00 | - | - | - | - | 42.00 | 336.00 | 924.50 | 210.00 | 420.00 | 210.00 | 41.50 | - | 4999.00 | $ 1.00 |
| Postage | Postage Usage | State | Staff #1 | **$ 2,000.00** | 840.34 | - | - | - | - | - | 84.04 | 84.04 | 117.64 | - | - | - | - | 16.80 | 134.46 | 369.74 | 84.04 | 168.06 | 84.04 | 16.80 | - | 2000.00 | $ - |
| Office Supplies - State | General Office Supplies | State | Staff #1 | **$ 500.00** | 210.09 | - | - | - | - | - | 21.01 | 21.01 | 29.41 | - | - | - | - | 4.20 | 33.62 | 92.44 | 21.01 | 42.02 | 21.01 | 4.18 | - | 500.00 | $ - |
| Office Supplies - Non State | General Office Supplies | Non-State | Staff #1 | **$ 6,500.00** | 2,731.11 | - | - | - | - | - | 273.13 | 273.13 | 382.33 | - | - | - | - | 54.60 | 437.00 | 1,201.66 | 273.13 | 546.20 | 273.13 | $ 54.58 | - | 6500.00 | $ - |
| Reasonable Accommodations | ADA/LEP Language Line Services | State | Staff #1 | **$ 120.00** | 50.42 | - | - | - | - | - | 5.04 | 5.04 | 7.06 | - | - | - | - | 1.01 | 8.07 | 22.18 | 5.04 | 10.08 | 5.04 | 1.01 | - | 119.99 | $ 0.01 |
| Reasonable Accommodations | ADA/LEP | Non-State | Staff #1 | **$ 500.00** | 210.09 | - | - | - | - | - | 21.01 | 21.01 | 29.41 | - | - | - | - | 4.20 | 33.62 | 92.44 | 21.01 | 42.02 | 21.01 | 4.18 | - | 500.00 | $ - |
| Community Outreach | Local marketing & job fairs | Non-State | Staff #1 | **$ -** | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0.00 | $ - |
| Computer Support | As Needed (Per-Diem) | Non-State | Staff #1 | **$ -** | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0.00 | $ - |
| Training | Active Shooter and Fire Ext. | Non-State | Staff #1 | **$ 2,000.00** | 840.34 | - | - | - | - | - | 84.04 | 84.04 | 117.64 | - | - | - | - | 16.80 | 134.46 | 369.74 | 84.04 | 168.06 | 84.04 | 16.80 | - | 2000.00 | $ - |
| Relocation Expenses | Paint, Carpet, IT | Non-State | Staff #1 | **$ 31,458.40** | 13,217.88 | - | - | - | - | - | 1,321.88 | 1,321.88 | 1,850.38 | - | - | - | - | 264.25 | 2,114.95 | 5,815.71 | 1,321.88 | 2,643.45 | 1,321.88 | 264.25 | - | 31458.39 | $ 0.01 |
| | | | Staff #1 | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0.00 | $ - |
| ***TOTAL INFRASTRUCTURE COSTS*** | | | | **$ 203,491.88** | **73340.03** | **1000.00** | **0.00** | **5395.15** | **0.00** | **0.00** | **7334.40** | **7334.40** | **10266.81** | **18127.00** | **0.00** | **4421.66** | **0.00** | **1466.20** | **11734.73** | **32268.86** | **7334.40** | **14667.13** | **7334.40** | **1465.65** | **0.00** | **203490.82** | $ 1.06 |
| ***ADDITIONAL SHARED COSTS (PERSONNEL/SERVICES)*** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Site Administrator or Operator Contract | Salary & Fringe Benefits | Non-State | Staff #1 | **$ 105,750.00** | 44432.98 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4443.62 | 4443.62 | 6220.22 | 0.00 | 0.00 | 0.00 | 0.00 | 888.30 | 7109.57 | 19550.00 | 4443.62 | 8886.17 | 4443.62 | $ 888.29 | $ - | 105750.01 | $ (0.01) |
| | | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 0 | 0.00 | |
| ***TOTAL ADDITIONAL SHARED COSTS*** | | | | **$ 105,750.00** | **44432.98** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **4443.62** | **4443.62** | **6220.22** | **0.00** | **0.00** | **0.00** | **0.00** | **888.30** | **7109.57** | **19550.00** | **4443.62** | **8886.17** | **4443.62** | **888.29** | **0.00** | **105750.01** | $ (0.01) |
| **TOTAL INFRASTRUCTURE /ADDITIONAL SHARED COSTS** | | | | **$ 309,241.88** | **117,773.01** | **1,000.00** | **-** | **5,395.15** | **-** | **-** | **11,778.02** | **11,778.02** | **16,487.03** | **18,127.00** | **-** | **4,421.66** | **-** | **2,354.50** | **18,844.30** | **51,818.86** | **11,778.02** | **23,553.30** | **11,778.02** | **2,353.94** | **-** | **309,240.83** | $ 1.05 |
| PREVIOUS INFRASTRUCTURE / ADDITIONAL SHARED COSTS BUDGET | | | | **$ 214,293.00** | 90,589.82 | 1,000.00 | - | 3,507.94 | - | 377.35 | 7,365.06 | 7,365.06 | 22,094.92 | 12,299.44 | - | - | - | 6,352.88 | 11,785.12 | 22,094.92 | 7,365.06 | 14,729.62 | - | 7,364.50 | - | **214,291.69** | $ 1.31 |
| DIFFERENCE | | | | **$ 94,948.88** | 27,183.19 | - | - | 1,887.21 | - | (377.35) | 4,412.96 | 4,412.96 | (5,607.89) | 5,827.56 | - | 4,421.66 | - | (3,998.38) | 7,059.18 | 29,723.94 | 4,412.96 | 8,823.68 | 11,778.02 | (5,010.56) | - | **94,949.14** | $ (0.26) |
| | | | | | 23% | | | | | #DIV/0! | 37% | 37% | -34% | | | | | -170% | 4,711.08<br>14,133.22 | | | | | -213% | | | |

[Part 2] METHODS OF ALLOCATION

| | |
|---|---|
| Total Square Footage | 961 |
| CareerLink # | 0 |

| Program / Authorization | Partner Name / Acronym | Square Footage (based on % of Staff #1) | % of Square Footage | Number of Staff #1 | % of Staff #1 | Number of Staff #2 (Copier) | % of Staff #2 (Copier) | Non State Connections to State LAN. | % of Non State Connections to State LAN. | Cost Center | Allocation |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Adult, Dislocated Worker, and Youth Programs - WIOA Title I | Adult Youth DW | 237 | 25.79% | 10.000 | 42.017% | 10.0 | 42.02% | 0 | 0.00% | | **$ 117,773.01** |
| Adult & Literacy Program - WIOA Title II | EDU (Adult & Literacy) | 0 | 0.00% | 0.000 | 0.000% | 0.0 | 0.00% | 0 | 0.00% | | **$ 1,000.00** |
| Career & Technical Program - Carl D. Perkins Career & Technical Education Act | CTE | 0 | 0.00% | 0.000 | 0.000% | 0.0 | 0.00% | 0 | 0.00% | | **$ -** |
| Employment and Training Activities - Community Services Block Grant Act | CSBG/DCED | 0 | 0.00% | 0.000 | 0.000% | 0.0 | 0.00% | 0 | 0.00% | **1240000999** | **$ 5,395.15** |
| Employment and Training Activities - Housing and Urban Development | HUD | 0 | 0.00% | 0.000 | 0.000% | 0.0 | 0.00% | 0 | 0.00% | | **$ -** |
| Job Corps - WIOA Title I C | Job Corps | 0 | 0.00% | 0.000 | 0.000% | 0.0 | 0.00% | 0 | 0.00% | | **$ -** |
| Jobs for Veterans State Grants - Chpt. 41 of Title 38 U.S.C. | JVSG (DVOP) | 21 | 2.29% | 1.000 | 4.202% | 1.0 | 4.20% | 0 | 0.00% | **1240000999** | **$ 11,778.02** |
| Jobs for Veterans State Grants - Chpt. 41 of Title 38 U.S.C. | JVSG (LVER) | 0 | 0.00% | 1.000 | 4.202% | 1.0 | 4.20% | 0 | 0.00% | **1240000999** | **$ 11,778.02** |
| Wagner Peyser Employment Services - WIOA Title III, Staff Development, Regional Staff | Wagner Peyser | 26 | 2.83% | 1.400 | 5.882% | 1.4 | 5.88% | 0 | 0.00% | **1240000999** | **$ 16,487.03** |
| Reentry Employment Opportunities Program - Second Chance Act Sec. 212 and WIOA Sec. 169 | ReEmployment | 0 | 0.00% | 0.000 | 0.000% | 0.0 | 0.00% | 0 | 0.00% | | **$ 18,127.00** |
| Senior Community Services Employment Program - Older Americans Act Title V | SCSEP | 0 | 0.00% | 0.000 | 0.000% | 0.0 | 0.00% | 0 | 0.00% | | **$ -** |
| Temporary Assistance for Needy Families Program - Social Security Act Title IV | TANF/DHS | 0 | 0.00% | 0.000 | 0.000% | 0.0 | 0.00% | 0 | 0.00% | **1240000999** | **$ 4,421.66** |
| Trade Adjustment Assistance Program - Trade Act Title II | Trade | 0 | 0.00% | 0.000 | 0.000% | 0.0 | 0.00% | 0 | 0.00% | **1240000999** | **$ -** |
| Unemployment Insurance Program - Unemployment Compensation Laws | UC | 0 | 0.00% | 0.200 | 0.840% | 0.2 | 0.84% | 0 | 0.00% | **1240000999** | **$ 2,354.50** |
| Vocational Rehab Program - WIOA Title IV and Title 1 of Rehabilitation Act | OVR | 144 | 15.67% | 1.600 | 6.723% | 1.6 | 6.72% | 0 | 0.00% | **1266201000** | **$ 18,844.30** |
| YouthBuild - WIOA Sec. 171 | YouthBuild | 0 | 0.00% | 0.000 | 0.000% | 0.0 | 0.00% | 0 | 0.00% | | **$ -** |
| Reemployment Services Activities & Assessments (RESEA) Grant | RESEA | 79 | 8.60% | 4.400 | 18.487% | 4.4 | 18.49% | 0 | 0.00% | **1240000999** | **$ 51,818.86** |
| Rapid Response - Additional Partner | Rapid Response | 39 | 4.24% | 1.000 | 4.202% | 1.0 | 4.20% | 0 | 0.00% | **1240000999** | **$ 11,778.02** |
| National Farmworker Jobs Program - WIOA Sec. 167 | NFJP | 0 | 0.00% | 0.000 | 0.000% | 0.0 | 0.00% | 0 | 0.00% | **1299103###** | **$ -** |
| WIOA Title 1 Native American National Program | NANP | 0 | 0.00% | 0.000 | 0.000% | 0.0 | 0.00% | 0 | 0.00% | | **$ -** |
| Apprenticeship Training Office | ATO | 139 | 15.13% | 2.000 | 8.403% | 2.0 | 8.40% | 0 | 0.00% | | **$ 23,553.30** |
| Workers Comp | Workers Comp | 0 | 0.00% | 0.000 | 0.000% | 0.0 | 0.00% | 0 | 0.00% | **1240000999** | **$ -** |
| Board Staff | Board Staff | 0 | 0.00% | 1.000 | 4.202% | 1.0 | 4.20% | 0 | 0.00% | **1211370000** | **$ 11,778.02** |
| Veterans Employment and Training Service | AD VET | 0 | 0.00% | 0.000 | 0.000% | 0.0 | 0.00% | 0 | 0.00% | **1277405000** | **$ -** |
| EARN | EARN | 234 | 25.46% | 0.200 | 0.840% | 0.2 | 0.84% | 1 | 4.76% | | **$ 2,353.94** |
| BWDA WIOA | BWDA-WIOA | 0 | 0.00% | 0.000 | 0.000% | 0.0 | 0.00% | 2 | 9.52% | | **$ -** |
| | | **919** | **100%** | **23.800** | **100%** | **23.80** | **100%** | **21** | **100%** | | **$ 309,240.83** |

[Part 4] COMMENTS

**General Information**

See Oil Region Detail Tab for a detail of each line item.

**General Information**

# NORTHWEST PA JOB CENTER ACCESSIBILITY PROTOCOL

PREPARED BY:
**SYNERGY CONSULTING PARTNERS, LLC**

**JUNE 2018**

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## INTRODUCTION

This Northwest PA Job Center Accessibility Protocol does not create new legal requirements or change current legal requirements regarding accessibility at comprehensive job centers or affiliate job centers. It is intended to serve as a resource document and technical assistance guide regarding accessibility. This document provides an overview of accessibility and the importance of accessibility, as well as definition of terms used, and the requirements for comprehensive job centers, affiliate job centers, and other locations, such as libraries, community organizations, and service providers. At the end of the document is an accessibility checklist for both comprehensive and affiliate job centers that can be used to evaluate a center's current level of accessibility, as well as to ensure full compliance with the law. Finally, at the end of the document is a section that lists references and resources on accessibility.

## PURPOSE OF ACCESSIBILITY PROTOCOL

The purpose of this accessibility protocol guide is to provide general guidance and information for best practices leading to implementing operational requirements under WIOA pertaining to the one-stop delivery system, branded nationally as the American Job Center (AJC) network.

Because of the broad scope of services available through the one-stop delivery system which encompasses multiple Federal agencies, this accessibility protocol guide specifically focuses on the major components: **To better understand and ensure a fully integrated service delivery system in the areas of physical, communication, and programmatic/service accessibility compliance under WIOA for any AJC network to align with the requirement to promote increased public identification of the one-stop delivery system and the requirement for the use of a common identifier across the nation (WIOA sec. 121(e)(4)).**

In addition, this accessibility protocol guide also links to other technical assistance resources that support States and local areas as AJCs work to ensure a fully integrated and accessible AJC network operating in a comprehensive or affiliate location. Specifically, as WIOA partners, AJCs and partner staff are responsible for the following:

1. Provide all eligible job seekers with the skills and credentials necessary to secure and advance in employment with wages that sustain themselves and their families;

2. Provide access and opportunities to job seekers, including individuals with barriers to employment, as defined in section 3(24) of WIOA, such as individuals with disabilities, individuals who are English language learners, and individuals who have low levels of literacy, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers;

3. Enable businesses and employers to easily identify and hire skilled workers and access other human resource assistance, including education and training for their current workforce, which may include assistance with pre-screening applicants, writing job descriptions, offering rooms for interviewing, and consultation services on topics like succession planning and career ladder development, and other forms of assistance.

4. Participate in rigorous evaluations that support continuous improvement of AJCs by identifying which strategies work better for different populations; and

5. Ensure that high-quality integrated data inform decisions made by policy makers, employers, and job seekers.

## DEFINITION OF TERMS

### DISABILITY

The terms "disability" and "qualified individual with a disability" are defined in 29 CFR 37.4., and includes, but is not limited to, persons with visible as well as non-visible physical and mental disabilities. Impairments that may be disabilities including: contagious and non-contagious diseases, and conditions such as orthopedic, visual, speech and hearing impairments, cerebral palsy, epilepsy, muscular dystrophy, polio, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional or mental illness, specific learning disabilities, HIV disease (whether symptomatic or asymptomatic), tuberculosis, and alcoholism.

### INDIVIDUAL WITH A DISABILITY

For the purposes of this document the term “individual with a disability” is defined in the current Section 188 regulations as an individual with “a physical or mental impairment that substantially limits one or more of the major life activities of such individual; a record of such an impairment; or being regarded as having such an impairment.”

### REASONABLE ACCOMMODATION

AJCs are required to provide reasonable accommodation for individuals with disabilities to ensure equal access and opportunity. The term “reasonable accommodation” is defined in the current Section 188 regulations as “modifications or adjustments to an application/registration process that enables a qualified applicant/registrant with a disability to be considered for the aid, benefits, services, training or employment that the qualified applicant/registrant desires;” or “modifications or adjustments that enable a qualified individual with a disability to perform the essential functions of a job, or receive aid, benefits, services, or training equal to that provided to qualified individuals without disabilities;” or “modifications or adjustments that enable a qualified individual with a disability to enjoy the same benefits and privileges of the aid, benefits, services, training, or employment as are enjoyed by other similarly situated qualified individuals without disabilities.”

## BACKGROUND

The U.S. Department of Labor (DOL), in collaboration with the U.S. Department of Education (ED), established the "AJC" network (AJC), a unifying name and brand that identifies online and in-person workforce development services as part of a network of publicly-funded services. DOL and ED, in partnership with the U.S. Department of Health and Human Services (HHS) (collectively, the Departments), published the Workforce Innovation and Opportunity Act (WIOA) Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions; Final Rule (Joint WIOA Final Rule) on August 19, 2016, in the Federal Register at 81 FR 55791, effective on October 18, 2016.

The AJC network includes six core programs: Title I Adult, Dislocated Worker, and Youth programs; the Title II Adult Education and Family Literacy Act (AEFLA) program; the Wagner-Peyser Act Employment Service (ES) program, authorized under the Wagner-Peyser Act, as amended by Title III of WIOA; and the Vocational Rehabilitation (VR) program, authorized under Title I of the Rehabilitation Act of 1973, as amended by Title IV of WIOA. AJC partner programs and their direct service providers ensure businesses and all job seekers, including individuals with disabilities, a shared client base across the multiple programs, to have access to information and services that lead to positive educational and employment outcomes.

WIOA builds on the value of the AJC network and provides the workforce development system with important strategies and resources to enhance the quality of its AJC's, in addition to strengthening the ability of States, regions, and local areas to coordinate investments in workforce, education, and economic development to respond to regional job growth. WIOA also emphasizes the achievement of results for all job seekers, including individuals with disabilities, workers, and businesses. It places a strong emphasis on partnerships and strategies critical to providing all job seekers and workers with high-quality career, training, and supportive services

necessary to obtain and maintain good jobs leading to economic self-sufficiency in addition to enabling businesses the opportunity to recruit skilled workers while accessing human resource assistance to meet their in-demand labor workforce needs. The role of the AJC network under WIOA is to also align the long-term work of dedicated workforce professionals with multiple publicly-funded and privately-funded education, employment, and training programs, while also providing high-quality customer service to all job seekers including job seekers with disabilities, workers, and businesses.

The management of the AJC network is the shared responsibility of States, local workforce development boards (WDBs), elected officials, the six WIOA core program partners, required one-stop partners and other additional one-stop partners, AJC operators, and service providers. The one-stop operator carries out the activities described below:

1. Facilitates integrated partnerships that seamlessly incorporate services for the common customers served by multiple program partners of the AJC;

2. Develops and implements operational policies that reflect an integrated system of performance, communication, and case management, and uses technology to achieve integration and expanded service offerings for job seekers with barriers to physical and programmatic access, communication and accessible technology resources and services across the common programs; and

3. Organizes and integrates AJC services by function (rather than by program), when permitted by a program's authorizing statute and, as appropriate, through coordinating staff communication, capacity building, and training efforts. Functional alignment includes having AJC staff that perform tasks serve on functional teams (e.g., skills development team or business services teams).

Integrated AJCs also ensure that:

1. Service integration focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by relevant functional teams, consistent with the purpose, scope, and requirements of each program;

2. Center staff are trained and equipped in an ongoing learning environment with the skills and knowledge needed to provide superior service to job seekers, including those with disabilities, and businesses in an integrated, regionally focused framework of service delivery, consistent with the requirements of each of the partner programs;

3. Center staff are cross-trained, as appropriate, to increase staff capacity, expertise, and efficiency. This allows staff from differing programs to understand other partner programs' services, and share their own expertise related to the needs of specific populations so that all staff can better serve all customers;

4. Center staff are routinely trained so they are keenly aware as to how their work function supports and contributes to the overall vision of the Local WDB, as well as within the AJC network. This enhances their ability to ensure that a direct linkage to partner programs is seamlessly integrated within the center and prepared to serve all customers regardless of ability.

## AJC CERTIFICATION

WIOA requires the State WDB, in consultation with CEOs and Local WDBs, to establish objective criteria and procedures to use when certifying its AJCs (20 CFR 678.800, 34 CFR 361.800, and 34 CFR 463.800). The certification process establishes a minimum level of quality and consistency of services in AJCs across a State. The certification criteria allow States to set standard expectations for customer-focused seamless services from a network of employment, training, and related services that help individuals overcome barriers to obtaining and maintaining employment. The State WDB must establish objective criteria and procedures for the Local WDBs to use in evaluating the effectiveness, physical and programmatic accessibility, and continuous improvement of AJCs. Local WDBs must follow procedures and criteria established by the State WDB and certify its AJCs and its AJC network at least once every three years (20 CFR 678.800, 34 CFR 361.800, and 34 CFR 463.800); which includes comprehensive, as well as affiliate AJCs. Local WDBs may establish additional criteria relating to service coordination achieved by the one-stop delivery system. For example, this may include establishing more flexible business hours to meet the range of customer needs or increasing staff competencies to promote higher level service coordination to more vulnerable populations. Both the State WDB and Local WDB must review and update the criteria every two years as part of the review and modification of the State and local planning process.

# ACCESSIBILITY REQUIREMENTS

## CONCEPTUAL FRAMEWORK

The degree of accessibility is defined as whether or not a person with a disability can meaningfully receive, participate in, and benefit from services offered by the AJC system. An AJC may meet the minimum requirements for accessibility, but a person with a disability may still face barriers in accessing services that persons without disabilities do not face. Hence, measuring accessibility of the AJC system must include whether AJCs offer information, explanation, and support, with the necessary accommodations, to enable a person with multiple barriers to employment to take advantage of the full range of services offered by the AJC's self-service, staff-assisted services, and training. In evaluating accessibility of the AJC system, the major questions to be answered are:

1. **To what degree do AJCs provide accessible services to people with disabilities (overall accessibility)?**

2. **How does this vary by the type of accessibility (physical, programmatic, and communication)?**

3. **How does accessibility vary by the characteristics of AJCs (e.g., affiliate vs. comprehensive or urban vs. non-urban or places of public accommodation or partner locations)?**

In a 2017 the U.S. Department of Labor studied four levels of accessibility for AJCs.

| | |
|---|---|
| **FULLY ACCESSIBLE** | **EXEMPLARY ACCESSIBILITY**<br>AJCs have gone the extra mile to ensure that all people can participate to the same extent/in essentially the same way. |
| | **ACCESSIBLE**<br>All people can participate to the same extent/in essentially the same way. |
| **NOT FULLY ACCESSIBLE** | **PARTIALLY ACCESSIBLE**<br>People with disabilities can participate in some services/programs/activities but not in others, or not in the same way. |
| | **NOT ACCESSIBLE**<br>People with disabilities really cannot participate in the same way as other AJC customers. |

## NORTHWEST PA JOB CONNECT

## ENSURING MEANINGFUL ACCESSIBILITY FOR ALL CUSTOMERS

The goal of the Northwest PA Job Connect is to ensure meaningful access to all customers. Our one-stop centers (comprehensive centers and affiliate locations) must be physically and programmatically accessible to all customers, including individuals with disabilities. In so doing, one-stop centers use principles of universal design and human-centered design, such as flexibility in space usage; the use of pictorial, written, verbal, and tactile modes to present information for customers with disabilities or limited English proficiency; providing clear lines of sight to information for seated or standing users; providing necessary accommodations; and providing adequate space for assistive devices or personal assistants.

There are 4 major types of locations in which the Northwest PA Job Connect offers services to its customers. These locations are 1) comprehensive centers, 2) affiliate centers, 3) community partner locations, and 4) places of public accommodation with descriptions as follows:

- Comprehensive Center:

  A comprehensive center is the highest level of AJC. It must be accessible (use the accessibility checklist as a guide) with respect to physical accessibility, communication accessibility, and programmatic/services accessibility for all customers.

- Affiliate Center

  An affiliate center is the second highest level of AJC, in that it may not offer all the services of a comprehensive center; however, it must also be accessible (use the accessibility checklist as a guide) with respect to physical accessibility, communication accessibility, and programmatic/services accessibility for all customers.

- Community Partner Location

  A community partner location is any location at which the Northwest PA Job Connect has a partnership with the community partner, and may choose to offer any service to its customers. Such a location is usually open to the public because it is a location at which the public is invited to use (and not just for Northwest PA Job Connect services). Examples of community partner locations include, but are not limited to:

  - Public libraries
  - Government offices
  - Restaurants

  The Northwest PA Job Connect operates under the assumption that community partner locations are bound by the accessibility requirements of the Americans with Disabilities Act (ADA) because these locations are generally open to the public. In using a community partner location as an outreach location for Northwest PA Job Connect services, the Northwest PA Job Connect will request that the location is accessible; however, the Northwest PA Job Connect is not responsible to ensure that such locations are accessible for its customers. For that reason, the Northwest PA Job Connect will always offer to make available alternative accommodations (alternative location or alternative modes of accessibility) for any of its customers upon request of the individual, and will notify any customer using a community partner location of alternative accommodations if requested.

- Places of Public Accommodation

  A place of public accommodation is any location at which the public is invited to use; however, does not have a partnership relationship with the Northwest PA Job Connect. Examples of community partner locations include, but are not limited to:

  - Public libraries
  - Government offices
  - Restaurants

The Northwest PA Job Connect may choose to use a place of public accommodation to offer outreach services to its customers. In doing so, the Northwest PA Job Connect operates under the assumption that places of public accommodation are bound by the accessibility requirements of the Americans with Disabilities Act (ADA) because these locations are generally open to the public. In using a place of public accommodation as an outreach location for Northwest PA Job Connect services, the Northwest PA Job Connect will request that the location is accessible; however, the Northwest PA Job Connect is not responsible to ensure that such locations are accessible for its customers. For that reason, the Northwest PA Job Connect will always offer to make available alternative accommodations (alternative location or alternative modes of accessibility) for any of its customers upon request of the individual, and will notify any customer using a place of public accommodation of alternative accommodations if requested.

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*Requirements for Public Accommodations/Commercial Facilities (Title III):*

The ADA, Title III, prohibits discrimination on the basis of disability in the activities of places of public accommodations (businesses that are generally open to the public and that fall into one of 12 categories listed in the ADA, such as restaurants, movie theaters, schools, day care facilities, recreation facilities, and doctors' offices) and requires newly constructed or altered places of public accommodation—as well as commercial facilities (privately owned, nonresidential facilities such as factories, warehouses, or office buildings)—to comply with the ADA Standards.

Places of public accommodation include a wide range of entities, such as restaurants, hotels, theaters, doctors' offices, pharmacies, retail stores, museums, libraries, parks, private schools, and day care centers. Private clubs and religious organizations are exempt from the ADA's title III requirements for public accommodations.

## NORTHWEST PA JOB CONNECT

## TOP TEN WAYS OF

## ENSURING MEANINGFUL ACCESSIBILITY FOR ALL CUSTOMERS

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1. Comprehensive centers and Affiliate centers are both accessible (use accessibility checklist).

2. Other locations, such as places of public accommodation and/or partner locations are accessible to the extent possible and may offer alternative locations/modes of accessibility to any customer who either requests or may require such,

3. One-stop centers use assistive technology and offer flexible business hours to meet the range of customer needs,

4. One-stop centers may include both virtual and center-based service delivery for job seekers, workers, and employers. The one-stop delivery system can expand its reach by delivering robust virtual services and increasing the accessibility of those services through locations other than Comprehensive and Affiliate centers,

5. To ensure physical and programmatic access and inclusion for Northwest PA Job Connect services provided in a community partner location, such as libraries, restaurants, and faith-based organizations, the Northwest PA Job Connect requests that each such locations are in compliance with the Americans with Disabilities Act (ADA) to the extent required,

6. Any customer that requests and/or uses Northwest PA Job Connect services in a community partner location that is not fully accessible, such as libraries, restaurants, and faith-based organizations, will be provided an alternative location that is accessible or modes of accessibility if requested,

7. If a community partner location is not sure about accessibility, the Northwest PA Job Connect may provide assistance with understanding and/or implementing strategies for accessibility and accommodations critical to ensuring access for all customers receiving services at the community partner location,

8. For any community partner location, service or activity that is not accessible to any individual, the Northwest PA Job Connect will require that a reasonable accommodation be provided if requested by the individual,

9. The Northwest PA Job Connect will require all community partners to be knowledgeable about alternative accessible locations and modes of accessibility should a customer request such accommodation, and

10. The Northwest PA Job Connect will require that comprehensive centers, affiliate centers, and community partner locations demonstrate sensitivity to all customers, including individuals with disabilities, by creating an inclusive environment, so that all customers feel supported and have the appropriate access and tools necessary to achieve success.

## NOTICE UNDER THE ADA

In accordance with the requirements of the of the ADA, **[name of public entity]** will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities

***Employment:*** **[name of public entity]** does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under title I of the ADA.

***Effective Communication:*** **[Name of public entity]** will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in **[name of public entity's]** programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

***Modifications to Policies and Procedures:*** **[Name of public entity]** will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in **[name of public entity]** offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of **[name of public entity],** should contact the office of ***[name and contact information for ADA Coordinator]*** as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require the **[name of public entity]** to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden. Complaints that a program, service, or activity of **[name of public entity]** is not accessible to

persons with disabilities should be directed to ***[name and contact information for ADA Coordinator]*.**

*(Source: ADA Best Practices Tool Kit for State and Local Governments)*

## [Name of public entity]
## Grievance Procedure under the ADA

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the [name of public entity]. The [e.g. State, City, County, Town]'s Personnel Policy governs employment-related complaints of disability discrimination.
The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request. The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to: [Insert ADA Coordinator's name]
ADA Coordinator [and other title if appropriate]
[Insert ADA Coordinator's mailing address]

Within 15 calendar days after receipt of the complaint, *[ADA Coordinator's name]* or *[his/her]* designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, *[ADA Coordinator's name]* or *[his/her]* designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the [name of public entity] and offer options for substantive resolution of the complaint.

If the response by *[ADA Coordinator's name]* or *[his/her]* designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the [City Manager/County Commissioner/ other appropriate high-level official] or *[his/her]* designee.

Within 15 calendar days after receipt of the appeal, the [City Manager/County Commissioner/ other appropriate high-level official] or *[his/her]* designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the [City Manager/County Commissioner/ other appropriate high-level official] or *[his/her]* designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by *[name of ADA Coordinator]* or *[his/her]* designee, appeals to the [City Manager/County Commissioner/ other appropriate high-level official] or *[his/her]* designee, and responses from these two offices will be retained by the [public entity] for at least three years.

*(Source: DA Best Practices Tool Kit for State and Local Governments)*

## REASONABLE ACCOMMODATION FOR INDIVIDUALS WITH DISABILITIES

One key aspect of ensuring equal opportunity for individuals with disabilities who are applicants, registrants, participants and applicants for employment with regard to aid, benefits, and training is the provision of reasonable accommodations. AJCs are required to provide reasonable accommodations for individuals with disabilities to ensure equal access and opportunity. A reasonable accommodation is a change in the way the program is administered that enables an individual with a disability to receive benefits, services and training equal to those provided to individuals without disabilities. There are many forms of reasonable accommodations and the individual with a disability and the AJC should work together to identify the most effective reasonable accommodation for each individual through informal discussions known as the "interactive process" whereby the individual is provided the opportunity to articulate their needs and the AJC is able to determine how best to meet those needs. The process of identifying and providing a reasonable accommodation should be done as quickly as possible to avoid delaying access to services. Establishing and implementing an effective process for requesting, identifying and providing a reasonable accommodation effectively and efficiently is essential to ensuring equal opportunity for individuals with disabilities.

Medical information obtained in connection with the reasonable accommodation process must be kept confidential. This means that all medical information an AJC obtains in connection with a request for a reasonable accommodation must be kept in a separate file from the individual's personnel file. This includes the fact that a reasonable accommodation has been requested or approved and information about functional limitations. It also means that AJC staff who obtain this information must follow these confidentiality guidelines.

AJCs must ensure that they have policies and procedures in place regarding the provision of reasonable accommodations, that AJC staff receives regular training, and that the procedures and policy are publicized widely in the AJC and the broader community to ensure that individuals with disabilities are aware of them and know how to utilize them when seeking benefits, services, and training.

1. The AJC has a written policy requiring that reasonable accommodations or modifications be made for the known physical and/or mental impairments of an otherwise qualified individual with a disability who is an applicant, registrant, eligible applicant/registrant, or participant. The policy:

    a) Includes processes for handling requests for reasonable accommodations: e.g., the procedure provides for designation of a specific supervisory staff member to coordinate the identification and provision of the reasonable accommodation, including the process of determining which accommodation is most effective and whether an accommodation is reasonable;

    b) Provides for training of AJC staff to recognize that an individual does not need to use the term “reasonable accommodation” when seeking assistance, that the request does not have to be in writing and that it may be made by a family member, friend, or other representative on their behalf;

    c) Provides for training and information regarding the process of identifying and providing a reasonable accommodations including a description of the “interactive process” between the AJC staff and the individual with a disability that begins when an individual requests a reasonable accommodation and the most effective accommodation is identified and provided as quickly as possible;

d) Explains the circumstances when reasonable accommodation must be provided: e.g., application, career services (which include WIA's core and intensive services), training, and support services;

e) Provides training and policies regarding maintenance of records of the types of accommodations provided, including confidentiality and separation of files containing any medical information obtained in the process of considering a request for an accommodation and providing that accommodation including the request for and any provision of a reasonable accommodation;

f) Includes the definition of and examples of reasonable accommodations;

g) Explains that, in limited circumstances, the AJC may not be required to provide a reasonable accommodation if it can establish that doing so would cause undue hardship for the AJC; and

h) Describes the appropriate process for reviewing a decision that a reasonable accommodation may cause an undue hardship that includes a review by senior AJC staff and the Equal Opportunity officer who has expertise in the equal opportunity requirements under the law, an examination of alternative effective accommodations, and communicates how an individual may request reconsideration;

2. The policies and procedures for providing reasonable accommodations and modifications are posted on AJC websites and in public areas of the AJC, including waiting areas and the resource library, and are included in written outreach materials.

## Access to Programs and Services

Public entities have an ongoing obligation to ensure that individuals with disabilities are not excluded from programs and services because facilities are unusable or inaccessible to them. There is no “grandfather clause” in the ADA that exempts older facilities. However, the law strikes a careful balance between increasing access for people with disabilities and recognizing the constraints many public entities face. It allows entities confronted with limited financial resources to improve accessibility without excessive expense.

In the years since the ADA took effect, public facilities have become increasingly accessible. In the event that changes still need to be made, there is flexibility in deciding how to meet this obligation -- structural changes can be made to provide access, the program or service can be relocated to an accessible facility, or the program or service can be provided in an alternate manner. For example:

- In an elementary school without an elevator, a teacher can be assigned to a first floor classroom if the class includes a student with a mobility disability.
- A social service agency located in an inaccessible facility can make arrangements to meet with an applicant or client with a mobility disability at an alternate location that is accessible.
- If an application for a particular city program must be made in person at an inaccessible office, the city could allow a person with a mobility disability to complete and submit the application by mail or email.
- If a public library is inaccessible, staff can provide curb-side service for a patron with a mobility disability to check out and return books.
- Structural changes are not required where other solutions are feasible. However, where other solutions are not feasible, structural changes are required. When structural change is the method chosen to make a program or service accessible, the changes must meet the

requirements of the 2010 ADA Standards, unless it is technically infeasible to do so. When full compliance is not technically feasible, the changes must follow the Standards to the maximum extent feasible. For example, if there is not enough space to install a ramp with a slope that complies with the Standards, a public entity may install a ramp with a slightly steeper slope. However, deviations from the Standards must not pose a significant safety risk. In addition, public entities are not required to take any action that would threaten or destroy the historic significance of an historic property.

Whatever method is chosen, the public entity must ensure that people with disabilities have access to programs and services under the same terms and conditions as other people. For example:

- If a social service agency meets with clients in a private office on the second floor of a building without an elevator, a public area on the first floor is not an acceptable alternate location to meet with a client who has a mobility disability. The alternate location must provide the same degree of privacy as the regular location.

- If a court has ordered a person with a mobility disability to participate in a group anger-management program, and the program is located in an inaccessible facility, it is not acceptable to offer the program to him individually in an accessible location, because the group interaction is a critical component of the program.

There are limits to a public entity's program access obligations. Entities are not required to take any action that would result in undue financial and administrative burdens. The decision that an action would result in an undue burden must be made by a high level official, no lower than a Department head, having budgetary authority and responsibility for making spending decisions, after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion. If an action would result in an undue burden, a public entity must take any other action that would not result in an undue burden but

would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the public entity.

A key concept is that public programs and services, when viewed in their entirety, must be accessible to people with disabilities, but not all facilities must necessarily be made accessible. For example, if a city has multiple public swimming pools and limited resources, it can decide which pools to make accessible based on factors such as the geographic distribution of the sites, the availability of public transportation, the hours of operation, and the particular programs offered at each site so that the swimming program as a whole is accessible to and usable by people with disabilities.

Another key concept is that public entities have an ongoing obligation to make programs and services accessible to people with disabilities. This means that if many access improvements are needed, and there are insufficient resources to accomplish them in a single year, they can be spread out over time. It also means that rising or falling revenues can affect whether or not an access improvement can be completed in a given year. What might have been seen as an undue burden during an economic downturn could become possible when the economy improves and revenues increase. Thus, public entities should periodically reassess what steps they can take to make their programs and services accessible. Public entities should also consult with people with disabilities in setting priorities for achieving program access.

Temporary access interruptions for maintenance, repair, or operational activities are permitted, but must be remedied as soon as possible and may not extend beyond a reasonable period of time. Staff must be prepared to assist individuals with disabilities during these interruptions. For example, if the accessible route to a biology lab is temporarily blocked by chairs from a classroom that is being cleaned, staff must be available to move the chairs so a student who uses a wheelchair can get to the lab. In addition, if an accessible feature such as an elevator breaks down, public entities must ensure that repairs are made promptly and that improper or inadequate maintenance does not cause repeated failures. Entities must also ensure that no new barriers are created that impede access by people with

disabilities. For example, routinely storing a garbage bin or piling snow in accessible parking spaces makes them unusable and inaccessible to people with mobility disabilities.

*(Source: ADA Update: A Primer for State and Local Governments)*

## COMMUNICATION AND NOTIFICATION

- The obligation to effectively communicate with individuals with disabilities rests with the AJC and AJC staff must inform the public of this obligation and that services for individuals with disabilities, including reasonable accommodations, are provided to customers free of charge.

- AJCs must give everyone an equal opportunity, and post the Equal Opportunity notice prominently in the AJC and on its website.

- The Notice is made available in Braille or large print, taped texts, audio recordings, or posted in an electronic format in a conspicuous location and format on the website.

- The Notice is read or explained to individuals with intellectual impairments as a matter of routine at intake or other regular points of interaction on request.

- When a telephone number is included in official AJC stationary, business cards, civic newsletters, web sites, social media, posters, and other materials, the materials indicate a TTY number or an equally effective means of communication with individuals who are deaf and hard of hearing (e.g., the number for the telephone relay service).

- AJCs must include language indicating that the program or activity in question is an “equal opportunity employer/program,” and that “auxiliary aids and services are available upon request to individuals with disabilities,” in any recruitment brochures or other materials that are ordinarily distributed or communicated in written and/or oral form, electronically and/or on paper, to staff, clients, or the public at large.

- AJCs that publish or broadcast program information in the news media must ensure that such publications and broadcasts state that the program or activity in question is an equal opportunity employer/program

(or otherwise indicate that discrimination in the program or activity is prohibited by Federal law), and indicate that auxiliary aids and services are available upon request to individuals with disabilities.

- During each presentation to orient new participants, new employees, and/or the general public to its WIA/WIOA Title I-financially assisted program or activity, AJCs must include a discussion of rights under the nondiscrimination and equal opportunity provisions of WIA/WIOA, including the right to file a complaint of discrimination with the recipient or the Director of the Civil Rights Center.

## EFFECTIVE COMMUNICATION WITH INDIVIDUALS WITH DISABILITIES

**Effective Communication through Accessible Information and Communication Technology:**

- Technical assistance materials, guides and training are provided to AJC staff and staff of other entities participating in the AJC delivery system on topics such as:
  - FAQs on physical, communication, and programmatic accessibility;
  - Adaptive equipment available and processes for obtaining and using such;
  - How to make websites accessible; and
  - Video Relay Services and Video Remote Interpreting.
- AJC staff informs customers of their obligation to ensure effective communication and its obligation to provide appropriate auxiliary aids and services.
- The AJC has a list, in an accessible format, of all currently available assistive technology devices and services. For example, the list might indicate that VCRs or DVD players and TV monitors have closed caption capability; that Zoom Text has been installed in computers available in resource areas; and that Pocket Talkers are provided for hard of hearing customers.

**For individuals who are deaf and hard of hearing:**

- Qualified interpreters on-site or through video remote interpreting (VRI) services;
- Real-time computer-aided transcription services;
- Written materials and the exchange of written notes;
- Open and closed captioning, including real-time captioning;

- Voice, text and video-based telecommunications products and systems, including text telephones (TTYs), videophones, and captioned telephones or equally effective telecommunications devices;
- Videotext displays;
- The individual determines which communication method should be used;
- Designated AJC staff members receive training on how to use a TTY and the telephone relay service to make/receive calls and the TTYs are maintained in good working order and test calls are made on a periodic basis to ensure that TTY calls are answered to the same extent as voice calls; and
- If the AJC has courtesy telephones that the public may use for outgoing calls, it considers making available a portable TTY or texting device for public, and instructs staff on the location of the equipment and its use.

**For individuals who are blind or visually-impaired:**

- Qualified readers;
- Taped texts;
- Audio recordings;
- Braille materials and displays;
- Screen reader software;
- Magnification software;
- Optical readers;
- Secondary auditory programs (SAP);
- Large print materials;
- Other effective methods of making visually delivered materials available; and
- If the recipient has a video library for public use, the videos purchased are available with audio descriptions.

**For individuals with intellectual and developmental disabilities (I/DD):**

- AJC staff members offer assistance with and/or extra time for the completion of forms and written instructions;
- AJC staff members repeat instructions, provide information in a slower voice, and use simple sentences and words and use graphics, e.g., symbols, pictures; and
- AJC staff members provide a quiet environment for individuals to read materials if the public area has distractions.

**For individuals with mobility impairments:**

- AJC staff members put themselves at the wheelchair user's eye level (if possible, sit next to the customer when having a conversation);
- AJC staff members provide a clipboard to use as a writing surface if counters or reception desks are too high, and come around to the customer side of the desk/counter during interaction;
- AJC staff members provide seating if long lines queue up and the person cannot stand for long periods of time;
- AJC staff ensures that the physical location of the program is accessible for individuals who use wheelchairs or other mobility devices, taking into consideration stairs, the grade of slopes, and the width of doors; and
- If the individual with a disability is unable to access to the AJC program office, AJC staff offers to meet them in offices that are accessible.

**For individuals with speech impairments:**

- If an AJC staff member does not understand something the individual is communicating, he or she does not pretend to understand and instead the staff member asks the customer to repeat what he or she said and then repeats it back;
- AJC staff members ask questions that require only short answers, or a nod of the head; and

## DISABILITY AND EMPLOYMENT

In the United States, people with disabilities carry a 33 % lower salary than the overall population and a 38 % lower rate of employment between the ages of 21 and 64. Globally, the divide is also significant: on average, men with disabilities are 12 % and women are 10 % less likely to be employed.

People with disabilities represent a productive and employable work force. It is estimated that nearly one in five people live with some form of disability. Among these, 60 % are of working age (15-59 years old) and just 20 % of this group currently participates in the workforce—160 million people with disabilities. Advances in technology can enable 350 million more people with disabilities—nearly 55% of the currently unemployed—to participate in the workforce in the next 10 years, which could inject an additional $23 billion in the economy. People with disabilities also comprise a considerable market opportunity. Globally, people with disabilities control $8 trillion in disposable income. With an aging population, this market is only growing bigger—the UN considers it one of the fastest-growing minority groups in the world. By embracing accessibility, businesses opt to access a larger pool of talent and markets, thereby tapping into new growth opportunities and helping bridge the divide.

## WHY ACCESSIBILITY AND HUMAN-CENTERED DESIGN IS IMPORTANT

In 2012, IMPAQ International, LLC (IMPAQ) and its partners, the Burton Blatt Institute (BBI) and Universal Designers and Consultants (UD&C), conducted a study to measure the accessibility of AJCs (AJC) for people with disabilities. At that time, studies of AJCs had generally not used rigorous methods to measure their accessibility and had not developed the data needed to adequately assess whether AJCs were accessible to people with disabilities. In addition, most studies focused on compliance checklists rather than on a broader concept of accessibility that emphasizes usability.

Over the last decade, advances in technology have resulted in new methods of service delivery including evidence-based models that expand understanding of best practices for delivering high-quality, fully integrated services and supports to all job seekers and employers in comprehensive or affiliate AJC locations. Since the enactment of WIOA, Federal agencies have worked jointly as partners to reform Federal employment, education, and training programs to reflect a more integrated and job-driven public workforce system, resulting in the need to highlight the value and role of the AJCs as community resources with individualized and customized assistance for job seekers looking for employment or opportunities to grow in their careers, and employers looking for human resource assistance.

Human-centered design is inclusive by definition. It is grounded in understanding an individual's needs and then designing the technology and interfaces to meet those needs. As the Harvard Business Review points out, it "is an essential tool for simplifying and humanizing." In human-centered design, a person with a disability is simply another individual with specific needs. Companies that design for diversity and edge cases, including individuals with disabilities, will create better solutions and experiences for all users.

With human-centered design, designing inclusively for every consumer can benefit individuals with disabilities. Microsoft's "tell me what you want to do" feature, which allows consumers to use intuitive commands instead of sifting through menu options, helps everyone access tools more quickly. Combining this feature with the voice-activated service can be especially helpful for people with dexterity or sight impairments. Predictive text engines, now commonplace in text messaging apps, have a similar benefit. As another example, Fitbit's silent alarm, which vibrates to "gently" awaken users, is also quite useful for someone unable to hear an alarm sound. As companies focus on designing technology for convenience and simplicity, the success of their designs is multiplied by empowering people with disabilities.

## TYPES OF ACCESSIBILITY

WIOA requires that AJCs are accessible to all individuals, and that they ensure equal opportunity for individuals with disabilities to participate in, or benefit from, AJC services. AJCs must provide reasonable accommodations for individuals with disabilities, administer programs in the most integrated setting appropriate, communicate with persons with disabilities as effectively as with others, and provide appropriate auxiliary aids or services (29 CFR 38.7-38.9). The evaluations of effectiveness must include how well the centers and service delivery systems take action to comply with disability-related regulations. Accessible AJCs maximize usage by, and benefit, all customers. The use of universal design and human-centered design benefits all customers. For example, closed captioning provides a critical link to information for individuals who are deaf or hard-of-hearing, but can also be a link for those without deafness sitting in the same noisy lobby to get updates. Accessibility can be viewed and considered through three different perspectives:

### A. Physical Accessibility

Physical accessibility is intended to address any "physical" barriers that an individual may encounter or experience with a comprehensive AJC or an affiliate AJC, either internally (inside the location) or externally (outside the location). Physical accessibility refers to the extent to which facilities are designed, constructed, or altered so they are physically accessible and usable by individuals with disabilities.

### B. Communication Accessibility

Communication accessibility is intended to address any "communication" barriers that an individual may encounter or experience with a comprehensive AJC or an affiliate AJC. Communications accessibility refers to the extent to which Center staff and partner agencies are able to communicate with people with disabilities as effectively as with others.

## C. Programmatic/Service Accessibility

Programmatic/Service Accessibility is intended to address any "programmatic or service(s)" barriers that an individual may encounter or experience with a comprehensive AJC or an affiliate AJC. Programmatic accessibility refers to the extent to which people with disabilities have access to the full range of services available to all AJC customers regardless of disability.

## CHECKLIST

According to the National Center on Workforce and Disability, as well as under the law, it is not sufficient that the One-Stop system simply respond to requests for assistance and accommodations from people with disabilities. When local One-Stop systems design services, they are required to proactively anticipate the needs of people with various physical, mental, and sensory disabilities. This checklist provides guidelines for service accessibility, as well as a summary of the most important equipment that customers need to access One-Stop resources. Through the use of this checklist, the Northwest PA Job Center system can help ensure that they:

1. Comply with the law.
2. Create an environment that makes people with disabilities feel welcome; and
3. Design services so that people with disabilities can fully benefit.

The following checklist is based on the U.S. Department of Labor's One-Stop Disability Initiative to ensure that the facilities of One-Stop Centers are physically accessible and welcoming for people with disabilities, and comply with ADA requirements for physical accessibility.

## ACCESSIBILITY CHECKLIST

### Part 1: Entrance Accessibility

People with disabilities should be able to arrive on the site, approach the building, and enter the building as freely as everyone else. At least one path of travel should be safe and accessible for everyone, including people with disabilities.

### Path of Travel

- ☐ Is there a path of travel that does not require the use of stairs?
- ☐ Is the path of travel stable, firm, and slip-resistant?
- ☐ Is the path at least 36 inches wide?
- ☐ Can a person with a visual disability detect all objects protruding into the path with a cane? Note: In order to be detected using a cane, an object must be within 27 inches of the ground. Objects hanging or mounted overhead must be higher than 80 inches to provide clear headroom. It is not necessary to remove objects that protrude less than 4 inches from the wall.
- ☐ Do curbs on the pathway have curb cuts at drives, parking, and drop-offs?

### Ramps

- ☐ Are the slopes of ramps no greater than 1:12? Note: Slope is given as a ratio of the height to the length; 1:12 means that for every 12 inches along the base of the ramp, the height increases one inch. For a 1:12 maximum slope, at least one foot of ramp length is needed for each inch of height.
- ☐ Do all ramps longer than 6 feet have railings on both sides?
- ☐ Are railings sturdy, and between 34 and 38 inches high?
- ☐ Is the width between railings at least 36 inches?
- ☐ Are ramps non-slip?
- ☐ At the top and bottom of ramps and at switchbacks, is there a 5-foot-long level landing at every 30-foot horizontal length of ramp?

## Parking and Drop-Off Areas

- Are an adequate number of accessible parking spaces available (8 feet wide for car plus 5 foot striped access aisle)? Note: For guidance in determining the appropriate number to designate, the following gives the ADAAG requirements for new construction and alterations. Total spaces: Required # of accessible spaces: 1 to 25 1 25 to 50 2 51 to 75 3 76 to 100 4 Note: Check your state building code for parking requirements. State codes can be more stringent.
- Are 16-foot-wide spaces, with 98 inches of vertical clearance, available for lift-equipped vans? Note: At least one of every 8 accessible spaces must be van-accessible.
- Are the accessible spaces closest to the accessible entrance?
- Are accessible spaces marked with the International Symbol of Accessibility?
- Are there signs reading “Van Accessible” at van spaces?
- Is there a procedure to ensure that only those who need it use accessible parking?

## Entrance

- If there are stairs at the main entrance, is there a ramp, lift, or alternative accessible entrance? Note: Do not use a service entrance as the accessible entrance unless there is no other option.
- Do all inaccessible entrances have signs indicating the location of an accessible entrance?
- Can the alternate accessible entrance be used independently?
- Does the entrance door have at least a 32 inch clear opening (for a double door, at least one 32-inch leaf)?
- Is there at least 18 inches of clear wall space on the pull side of the door, next to the handle? Note: A person using a wheelchair needs this space to get close enough to open the door.
- Is the threshold level less than 1/4 inch, or beveled, up to 1/2 inch high?

- Are doormats 1/2 inch high or less, and secured to the floor at all edges?
- Is the door handle no higher than 48 inches and operable with a closed fist? Note: The “closed fist” test for handles and controls is as follows: Try opening the door or operating the control using only one hand, held in a fist. If you can do it, so can a person who has limited use of his or her hands.
- Can doors be opened without too much force (maximum is 5 lb.)? Note: You can use a fish scale to measure the force required to open a door. Attach the hook of the scale to the doorknob or handle. Pull on the ring end of the scale until the door opens, and read off the amount of force required. If you do not have a fish scale, you will need to judge subjectively whether the door is easy enough to open. If the door has a closer, does it take at least 3 seconds to close?
- Is the entire front desk or at least a section of the front desk at a height where customers in wheelchairs can see over the desk comfortably and have face-to-face conversation with staff?

**Emergency Egress**

- Is there sufficient lighting for egress pathways such as stairs, corridors, and exit routes?

## Part 2: Access to Goods and Services

Ideally, the layout of the building should allow people with disabilities to obtain goods or services without special assistance. Where it is not possible to provide full accessibility, assistance or alternative services should be available upon request.

### Horizontal Circulation

- Does the accessible entrance provide direct access to the main floor, lobby, or elevator?
- Are all public spaces on an accessible path of travel?
- Is the accessible route to all public spaces at least 36 inches wide?
- Is there a 5-foot circle or a T-shaped space for a person using a wheelchair to reverse direction?

### Doors

- Do doors in public spaces have at least a 32-inch clear opening?
- On the pull side of doors, next to the handle, is there at least 18 inches of clear wall space so that a person using a wheelchair can get near to open the door?
- Can doors be opened without too much force (5 lb. maximum)?
- Are door handles 48 inches high or less and operable with a closed fist?
- Are all threshold levels less than 1/4 inch, or beveled, up to 1/2 inch high?

### Rooms and Spaces

- Are all aisles and pathways to all goods and services at least 36 inches wide?
- Is there a 5-foot circle or T-shaped space for turning a wheelchair completely?
- Is carpeting low-pile, tightly woven, and securely attached along edges?

- In routes through public areas, are all obstacles cane-detectable (located within 27 inches of the floor or protruding less than 4 inches from the wall), or are they higher than 80 inches?
- Do signs designating permanent rooms and spaces, such as rest room signs, exit signs, and room numbers, comply with the appropriate requirements for accessible signage? Note: Mount signs on the wall, on the latch side of the door.

**Controls**

- Are all controls available for public use (electrical, mechanical, window, cabinet, game, and self-service controls) located at an accessible height? Note: max height for side reach: 54 inches; for forward reach: 48 inches. Minimum reachable height is 15 inches.
- Are the controls operable with a closed fist?

**Seats, Tables, and Counters**

- Are the aisles between chairs or tables at least 36 inches wide?
- Are the spaces for wheelchair seating distributed throughout?
- Are the tops of tables or counters between 28 and 34 inches high?
- Are knee spaces at accessible tables at least 27 inches high, 30 inches wide, and 19 inches deep?

**Vertical Circulation**

- Are there ramps or elevators to all levels?
- On each level, if there are stairs between the entrance and/or elevator and essential public areas, is there an accessible alternate route?

**Stairs**

- Do treads have a non-slip surface?
- Do stairs have continuous rails on both sides, with extensions beyond the top and bottom stairs?

## Elevators

- Are there both visible and verbal or audible door opening/closing and floor indicators? Note: one tone = up, two tones = down.
- Are the call buttons in the hallway no higher than 42 inches?
- Do the controls outside and inside the cab have raised and Braille lettering?
- Is there a sign on the jamb at each floor identifying the floor in raised and Braille letters?
- Is the emergency intercom usable without voice communication?
- Are there Braille and raised-letter instructions for the communication system?

## Lifts

- Can the lift be used without assistance? If not, is a call button provided?
- Is there at least 30 by 48 inches of clear space for a person using a wheelchair to approach to reach the controls and use the lift?
- Are controls between 15 and 48 inches high (up to 54 inches if a side approach is possible)?

## Part 3: Telephones

There are a variety of considerations in ensuring that the phone system is accessible to people with disabilities, including phones available for use by customers.

### Telephones

- If pay or public use phones are provided, is there clear floor space of at least 30 by 48 inches in front of at least one?
- Is the highest operable part of the phone no higher than 48 inches (up to 54 inches if a side approach is possible)?
- Does the phone protrude no more than 4 inches into the circulation space?
- Does the phone have push-button controls?
- Is the phone hearing aid compatible?
- Is there a phone adapted with high-grade amplification for use by customers with moderate to severe hearing loss, located in a quiet area, away from ambient noise?
- Is the phone with volume control identified with appropriate signage?
- Is one of the phones equipped with a telecommunications device for the deaf (TTY/TDD)?
- Is the TTY/TDD available for customers to call into the center as well as for customers to use for calling employers (if the One-Stop has phones that customers can use for calling employers)?
- Is the location of the TDD identified by accessible signage bearing the International TDD Symbol?
- Is there a hands-free speaker phone with large keypad available for use by individuals who have difficulty holding a receiver and/or dialing numbers?

## Part 4: Usability of Rest Rooms

When rest rooms are open to the public, they should be accessible to people with disabilities. Closing a rest room that is currently open to the public is not an allowable option.

### Getting to the Rest Rooms

- If rest rooms are available to the public, is at least one rest room (either one for each sex, or unisex) fully accessible?
- Are there signs at inaccessible rest rooms that give directions to accessible ones?
- Is there tactile signage identifying rest rooms? Note: Mount signs on the wall, on the latch side of the door. Avoid using ambiguous symbols in place of text.
- Is the doorway at least 32 inches clear?
- Are doors equipped with accessible handles (using closed fist), 48 inches high or less?
- Can doors be opened easily (5 lb. maximum force)?
- Does the entry configuration provide adequate maneuvering space for a person using a wheelchair? Note: A wheelchair needs 36 inches of width for forward movement, and a 5foot diameter or a T-shaped space, to make turns. A minimum distance of 48 inches, clear of the door swing, is needed between the two doors of an entry vestibule.
- Is there a 36-inch-wide path to all fixtures?

### Stalls

- Is the stall door operable with a closed fist, inside and out?
- Is there a wheelchair-accessible stall that has an area of at least 5 feet by 5 feet, clear of the door swing, OR is there a stall that is less accessible but that provides greater access than a typical stall (either 36 by 69 inches or 48 by 69 inches)?
- In the accessible stall, are there grab bars behind and on the side nearest the toilet?

- Is the toilet seat 17 to 19 inches high?

**Lavatories**

- Does one lavatory have a 30-inch-wide by 48-inch-deep clear space in front? Note: A maximum of 19 inches of the required depth may be under the lavatory.
- Is the lavatory rim no higher than 34 inches?
- Is there at least 29 inches from the floor to the bottom of the lavatory (excluding pipes)?
- Can the faucet be operated with one closed fist?
- Are soap and other dispensers and hand dryers 48 inches high or less and usable with one closed fist?
- Is mirror mounted with bottom edge of the reflecting surface 40 inches high or lower?

## Part 5: Signage

Signage should be designed so that it is useful for people with disabilities.

- Is all signage 60 inches above the ground?
- Are signs on doors on the same side as the door knob?
- Is signage well lit, using uniform lighting (e.g., not spotlights), with illumination coming from behind or beside the text or sign?
- Is signage in clear contrasting colors (e.g., black and white)?
- Is signage in Braille?

## Part 6: Additional Access

When amenities, such as public drinking fountains, are provided to the general public, they should be accessible to people with disabilities.

### Drinking Fountains

- Is there at least one fountain with clear floor space of at least 30 by 48 inches in front?
- Is there one fountain with its spout no higher than 36 inches from the ground, and another with a standard height spout (or a single “hi-lo” fountain)?
- Are controls mounted on the front (or on the side near the front edge), and operable with one closed fist?
- Does the fountain protrude no more than 4 inches into the circulation space?

# ADDITIONAL INFORMATION

## MOU REQUIREMENTS

The MOU is an agreement developed and executed by the Local WDB and the one-stop partners, with the agreement of CEO and the one-stop partners, relating to the operation of the one-stop delivery system (20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500). As the management of the AJC network is the shared responsibility of States, Local WDBs, elected officials, the WIOA core programs, the required one-stop partners (as defined at 20 CFR 678.400, 34 CFR 361.400, and 34 CFR 463.400), other entities that may serve as additional one-stop partners (as defined at 20 CFR 678.410, 34 CFR 361.410, and 34 CFR 463.410), and AJC operators. The Departments expect local areas to use a collaborative and good-faith approach to negotiations and encourage all of these entities to work together in developing an MOU that demonstrates the spirit and intent of WIOA, thereby ensuring the successful integration and implementation of partner programs in AJCs. Although there is no specific language regarding accessibility of the AJCs required for the MOU, accessibility should be addressed within the MOU as one of the key elements.

### A. Types of Memorandum of Understanding

To facilitate transparent and flexible agreements, the Departments encourage Local WDBs to develop a single "umbrella" MOU that addresses issues related to the local AJC network, its CEO, and all partners. Local WDBs, with the agreement of the CEO, may still enter into separate agreements between each partner or groups of partners; however, the aim of the "umbrella" MOU is to allow partner programs to focus on service delivery and not the process of negotiating several MOUs.

### B. Key Elements of a Memorandum of Understanding.

The MOU is the product of local discussion and negotiation. The Local WDB, with the agreement of the CEO, develops and enters into a signed MOU with the one-stop partners, as described above.

MOUs must, at a minimum, describe the services to be provided and contain agreement on funding the costs of services and the operating costs of the system, as well as several other elements outlined in section 121(c) of WIOA and 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500. The MOU must include the following:

- Services – The MOU must include a description of the services provided through the AJC network, which includes: the method or means of providing partner access to those services; the frequency of program staff's physical presence in an affiliated site, and how specialized one-stop centers, as needed, will be implemented. The MOU also must include a description of the coordinated delivery of services in the system and methods for referring individuals between the one-stop operators and partners for appropriate services and activities.

- One-Stop Operating Budget – The one-stop operating budget is the financial plan that the one-stop partners, and Local WDB agree will be used to achieve the MOU's goals of delivering services in a local area. The MOU must contain, among other things, provisions describing how the costs of services provided by the one-stop system (including career services and other shared services) and the operating costs of such system will be funded, including the infrastructure costs for the one-stop system (WIOA sec. 121(c)(2)(A)). The one-stop operating budget may be considered the master budget that contains a set of individual budgets or components that consist of two types of costs that are specifically outlined in the statute: infrastructure costs, defined in WIOA sec. 121(h)(4); and additional costs, which consist of shared operating costs and shared services that are related to the operation of the one-stop delivery system (but do not constitute infrastructure costs), described in WIOA sec.

- Access – The MOU must include methods to ensure the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials available through the one-stop system.

- Referral – The MOU must include methods for referral to appropriate services and activities between one-stop operators and partner programs.

- Duration - The MOU must include provisions specifying its duration and the procedures for amending it. The MOU must contain assurances that it will be reviewed and, if substantial changes have occurred, be renewed. The MOU must be renewed not less than once every three years.

- Other Contributors - The MOU must also include contributions made to the one-stop system through other avenues, such as donations made by a non-partner entity (e.g., a local business donating computers for a learning lab). Third-party in-kind contributions made to supplement the operation of the AJC must also be documented.

- Modification process - The MOU must include a description of the process for amending it. (See section C. below).

- Signatories – The MOU must contain signatures of the CEO, Local WDB director, and authorized representatives of each partner program.

- Appeals - If a one-stop partner's appeal to the State regarding infrastructure costs, results in a change to the one-stop partner's infrastructure cost contributions, the MOU must be

updated to reflect the final one-stop partner infrastructure cost contributions.

**C. Modification of the Memorandum of Understanding.**

The joint regulations at 20 CFR 678.500(b)(5), 34 CFR 361.500(b)(5), and 34 CFR 463.500(b)(5) require the MOU to contain a description of the procedures for amending it. Further, 20 CFR 678.500(b)(6), 34 CFR 361.500(b)(6), and 34 CFR 463.500(b)(6) require renewal of the MOU in certain circumstances. Renewal of an MOU requires all parties to review and agree to all elements of the MOU and re-sign the MOU. Amendment or modification of the MOU only requires the parties to review and agree to the elements of the MOU that changed. Just as the Departments expect local areas to use a collaborative and good-faith approach with respect to negotiating the development of the MOU, the same is expected with respect to its modifications. 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 renewal of the MOU. These changes may occur through the local MOU amendment procedures established at the local level (20 CFR 678.500(b)(5), 34 CFR 361.500(b)(5), and 34 CFR 463.500(b)(5)). Substantial changes, such as changes in one-stop partners, or a change due to the election of a new CEO, will require renewal of the MOU (20 CFR 678.500(b)(6), (d), and (e); 34 CFR 361.500(b)(6), (d), and (e); and 34 CFR 463.500(b)(6), (d), and (e)). A change to the MOU due to the election of a new CEO would ensure that the newly-elected official is aware of the local one-stop partners, as well as the terms and conditions of the MOU. When the local area has created a new IFA, the MOU must be updated in accordance with 20 CFR 678.500(e), 34 CFR 361.500(e), and 34 CFR 463.500(e). For example, a partner's appeal to the State regarding infrastructure costs that results in a change to the one-stop partner's infrastructure cost contributions requires updating the MOU. Updating the MOU does not require renewal of the MOU.

## MARKETING

### Marketing in General

- General marketing and recruitment materials (including photos and advertisement copy) for the AJC mention individuals with disabilities as one of the groups served, contain positive images of individuals with disabilities, and indicate a commitment to hire and/or effectively serve individuals with disabilities.
- Marketing and recruitment materials mention that services are available to individuals representing the full range of physical, mental, cognitive, and sensory disabilities, and images show diversity in their portrayal of individuals with disabilities.
- Informational resources are disseminated and advertisements are made through a broad range of media sources (e.g., social media, web-based education, billboards, newspaper outlets, television, radio, public service announcements, and other public information and community outlets) including, but not limited to, media targeted toward individuals with disabilities.
- Presentations to community organizations, partner agencies, job seekers, and others explain that individuals with challenges to employment, including individuals with disabilities, are encouraged to take advantage of the programs and services offered at the AJC.

### Marketing to Businesses

- Networking opportunities within the business sector are used by AJC staff to make the business case for hiring individuals with disabilities, including the benefits of incorporating universal design into employment recruitment, hiring and retention practices.
- Websites, other modes of communication, and the media are used to showcase business examples, highlighting benefits businesses have gained by hiring workers with disabilities in a variety of job categories.

- Resources are offered to businesses on best practices in disability employment and targeted resources are available to employers including resources describing relevant tax incentives.
- As part of the business services strategy, the AJC works with businesses and business groups (such as the local Chamber of Commerce) to:
  - Learn about their unmet needs and challenges in the workplace;
  - Identify areas in which the needs of businesses and candidates for employment can be matched or otherwise customized through negotiation;
  - Explore the value of workplace flexibility and otherwise customizing employment in recruiting and retaining a diverse workforce and its usefulness as a tool to maximize productivity;
  - Develop customized training resources for the specific skills needed by employers; and
  - Promote paid and unpaid work experiences (e.g., on-the-job training, internships, apprenticeships, etc.) for individuals with disabilities.

**Outreach**

- When AJC staff conducts outreach to individuals with disabilities or organizations serving individuals with disabilities, the information given to individuals and organizations describes the types of reasonable accommodations, reasonable modifications, and programmatic, architectural and communication accessibility it provides.
- AJC staff conducts tours of its facilities in partnership with community organizations (including organizations that serve individuals with disabilities) and schools to help job seekers from those organizations and schools and their family members become familiar with the facilities and the services offered.

- When conducting outreach, qualified speakers of diverse backgrounds (including individuals with disabilities) are recruited to present to entities in the community about programs and services available through the AJC.
- When off-site presentations to the general public are held by AJC staff, they occur in locations that are accessible to and usable by all prospective customers, including individuals with disabilities.
- All job fairs and job recruiting events hosted by the AJC include outreach to schools, agencies, and nonprofit organizations serving people with disabilities.
- Notices of AJC programs, benefits, and activities are sent to schools, universities, colleges or technical schools, and community service groups that serve individuals with disabilities through multiple communication vehicles (including various public and community outlets, media outlets and accessible web portals) to ensure broad dissemination of information about programs, services, and activities available through the AJC, as well as information to explain how customers can access these programs, services, and activities.

**Involving Community Groups and Schools**

- AJC staff identifies and, on an ongoing basis, collaborates with community or advocacy organizations or agencies and schools that provide services and supports to individuals with disabilities to educate them about its programs.
- Cross training between staff of the AJC and community organizations is provided to facilitate the exchange of up-to-date information on available services, supports, resources, and critical disability-related employment topics such as interacting with job seekers with disabilities, disclosure issues, social security disability work incentives, the ADA and other disability employment law, employer resources on hiring job seekers with disabilities, reasonable accommodations, and valuable community resources.

- When developing and implementing policies governing the operation of the AJC's programs and activities, including strategic plans and efforts to improve outreach and service delivery to individuals with disabilities, AJC staff consults with and elicits input from individuals with disabilities and organizations that serve individuals with disabilities.
- Opportunities are provided for representatives of individuals with disabilities and other diverse populations to inform AJC staff of their communities' needs by actively participating on an ongoing basis in strategic planning, charter reviews, and similar processes.

**Effecting Collaboration, Including Partnerships and Linkages**

- Steps are taken by the AJC to improve operational collaboration (e.g., establish partnerships and linkages through memoranda of understanding or other mechanisms) with entities that have experience working with individuals with disabilities in order to enhance capacity to effectively serve individuals with disabilities and to ensure equal opportunity and nondiscrimination in such areas as:
  - Registration;
  - Common data intake and sharing;
  - Customer outreach;
  - Service delivery and coordination;
  - Cost sharing; and
  - Performance measures and outcome data collection.

## LOW COST AND NO COST ACCESSIBILITY IDEAS

The following are some examples of low cost and no cost ideas to make the AJCs disability-friendly.

- Set up reception areas and waiting rooms with at least one integrated space for wheelchair users.
- Good lighting benefits most people, but is essential when lip reading or sign language is used. It can also be helpful to individuals with visual impairments.
- Carpeting provides better acoustics and minimizes echoes. Thick-pile carpets however, are hard for users of wheelchairs.
- When choosing a worksite or meeting location, remember that newer construction and recent major renovations usually mean better physical access.
- Many people who are legally blind retain some vision and may benefit from visual input.
- An audible public address system enhances hearing accessibility for everyone.
- When beverages are provided, straws are necessary for people with dexterity, neurological, and other disabilities.
- Doors with lever handles are easier for everyone.
- Signs (black on white) which use symbols are more accessible to people with learning, cognitive and visual disabilities.
- Curb cuts and access ramps are rendered useless if not kept clear of ice and snow.
- During meetings, it is helpful if 1) Speakers wait to be recognized by the chair 2) People speak one at a time 3) Individuals introduce themselves for voice identification.
- Allow time before and after presentations for questions about presented materials.
- Make printed copies of speeches and presentations available ahead of time to allow for taping and interpreter familiarity.
- Do not stand or walk between interpreters and their audience.

- A smoke-free environment is required for people with emphysema, allergies, and other respiratory disabilities.
- Reserved up-front seating can be helpful for some people with hearing and visual disabilities.
- Avoid flashing and flickering lights and loud noises; they can trigger seizure disorders.
- Modular workspaces offer nearly limitless accommodation options and offer the added bonus of future modifications. They are preferable to creating a non-integrated, inflexible “handicapped workstation.”
- Commend and patronize merchants, agencies and professionals who operate barrier-free establishments.
- Black print on white, flat (not glossy) paper, with a combination of upper and lower case letters, provides good visual contrast. Large print is preferable, 14 point or larger, serif style (that is, with “feet “at the bottom). Avoid colored print or paper for essential information. Use color for a decorative border only.

# REFERENCES

## REFERENCES AND RESOURCES


1. The Joint WIOA Final Rule, which became effective on October 18, 2016: https://www.federalregister.gov/documents/2016/08/19/2016-15977/workforce-innovation-and-opportunity-act-joint-rule-for-unified-and-combined-state-plans-performance.

2. AJC accessibility (20 CFR 678.800, 34 CFR 361.800, and 34 CFR 463.800): http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=3182.

3. Disability Reference Guide: https://www.dol.gov/oasam/programs/crc/Section188Guide.pdf https://disability.workforcegps.org.

4. For additional exemplary customer service and service design principles and resources on accessibility, see DOL's Training and Employment Notice (TEN) No. 01-15, *Promising Practices in Achieving Universal Access and Equal Opportunity: A Section 188 Disability Reference Guide*.

5. Examples of One-Stop/AJC Certification Criteria, The joint regulations (20 CFR 678.800, 34 CFR 361.800, and 34 CFR 463.800) describe the specific requirements for the certification process.

6. U. S. Department of Labor*, Evaluating the Accessibility of AJCs for People with Disabilities Final Report*, January 13, 2017.

7. ADA Technical Assistance: www.adainfo.org