

# WIOA ONE-STOP PARTNER MEMORANDUM OF UNDERSTANDING

**City of Pittsburgh  
and  
Allegheny County**

This MOU is the product of local discussion and negotiation, and is an agreement executed between Partner4Work (Local WDB), the system Partners of PA CareerLink® Pittsburgh/Allegheny County (Partners), and the Chief Elected Officials (CEOs), City of Pittsburgh Mayor and Allegheny County Executive, relating to the operation of the local service delivery system in Pittsburgh and Allegheny County.

**EFFECTIVE DATES:**  
July 1, 2024 - June 30, 2027

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## **Legal Authority**

The Workforce Innovation and Opportunity Act (WIOA) sec. 121(c)(1) requires the Local Workforce Development Board (WDB), with the agreement of the Chief Elected Official (CEO), to develop and enter into a Memorandum of Understanding (MOU) between the Local WDB 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 WIOA; 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 and other costs among one-stop partners is governed by WIOA sec. 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200.

## **Memorandum of Understanding**

This MOU is executed between Partner4Work (Local WDB), the PA CareerLink® Pittsburgh/Allegheny County system Partners (Partners), and the Chief Elected Officials (CEOs), Allegheny County Executive and City of Pittsburgh Mayor. They are collectively referred to as the “Parties” to this MOU. The specific programs, organizations, and signatory officials constituting the PA CareerLink® system Partners can be found in Appendix 1.

This MOU is developed to confirm the understanding of the Parties regarding the operation and management of the PA CareerLink® sites in the City of Pittsburgh and Allegheny County Workforce Development Areas (WDAs). These include PA CareerLink® - Downtown Pittsburgh (City of Pittsburgh WDA) and PA CareerLink® – Allegheny East (Allegheny County WDA). Partner4Work provides local oversight of workforce programming for these local WDAs.

The Operating Budgets (OB) and Infrastructure Funding Agreements (IFA) section of this MOU establishes the criteria for creating a financial plan to fund the services and operating costs of the PA CareerLink® system in the Pittsburgh and Allegheny County WDAs. The Parties to this MOU agree that joint funding is an essential foundation for an integrated service delivery system and necessary to maintain the high standards of PA CareerLink® in Pittsburgh and Allegheny County.

The Vision, Mission, System Structure, Terms and Conditions, RSA, and IFA outlined herein reflect the commitment of the Parties to their job seekers, workers and business customers, as well as to the overall Pittsburgh and Allegheny County communities.

## **Effective Period**

This MOU is effective from July 1, 2024 to June 30, 2027 unless any of the reasons in the MOU’s Termination section apply.

## Purpose

Partner4Work seeks to establish a system that stands in contrast to the “traditional” or historical transaction-based model, whereby each agency operates its own business and job seeker services functions, and participants move from place to place seeking services. Instead, the goal is to create integrated locations and a unified structure and process of proactive, transparent, and effective job seeker and business services, orchestrated by a seamless collaboration of talent development and support agencies.

The purpose of this Memorandum of Understanding (MOU) is to define the parameters within which education, workforce, economic development, and other Partner programs and entities operating in the Pittsburgh and Allegheny County WDAs create a seamless, customer-focused service delivery system that aligns service delivery across the board and enhances access to program services. By realizing one-stop opportunities together, Partners can build community-benefiting bridges, rather than silos of programmatic isolation. These partnerships will reduce administrative burden and costs and increase customer access and performance outcomes.

## Vision

Empower local area employers, individuals, and communities to prosper and grow the region’s economy through a workforce development system that is inherently customer-centered, seamless, and effective.

## Mission

To establish a workforce system that provides data-driven and employer-validated talent solutions through the integration of education, workforce, and economic development resources across systems.

## System Structure

### PA CareerLink®

The one-stop delivery system, also referred to as PA CareerLink® in Pennsylvania, merges workforce development, educational and other human resource services into a seamless customer-focused service delivery network that enhances access to resources and improves long-term employment outcomes for individuals receiving assistance. Established under the Workforce Investment Act of 1998, or WIA, and continued by the Workforce Innovation and Opportunity Act, or WIOA, PA CareerLink® centers offer a comprehensive array of services designed to match talent with opportunities. The Pittsburgh and Allegheny County Workforce Development Areas (WDAs) have two PA CareerLink® sites, also known as one-stops, designed to provide a full range of assistance to job seekers, workers and businesses under one roof.

### PA CareerLink® - Downtown Pittsburgh

|   |                              |
|---|------------------------------|
| <b>Hours of Operation</b><br>Monday - Friday: 8:30 AM to 4 PM | <b>Phone</b><br>412-428-JOBS |
| <b>Address</b>  | <b>Website &amp; Email</b>   |

|   |  |
|---|--|
| 914 Penn Avenue<br>Pittsburgh, PA 15222 | <a href="http://www.careerlinkpittsburgh.com">www.careerlinkpittsburgh.com</a><br><a href="mailto:info.pgh@careerlinkpittsburgh.org">info.pgh@careerlinkpittsburgh.org</a> |
|---|--|

### PA CareerLink® - Allegheny East

|  |  |
|--|--|
| <b>Hours of Operation</b><br>Monday - Friday: 8:30 AM to 4 PM    | <b>Phone</b><br>412-428-JOBS   |
| <b>Address</b><br>2040 Ardmore Boulevard<br>Pittsburgh, PA 15221 | <b>Website &amp; Email</b><br><a href="http://www.careerlinkpittsburgh.com">www.careerlinkpittsburgh.com</a><br><a href="mailto:info.pgh@careerlinkpittsburgh.org">info.pgh@careerlinkpittsburgh.org</a> |

### Remote Service Delivery

PA CareerLink® Pittsburgh/Allegheny County is committed to increasing access for job seekers and bringing services and resources to locations beyond the one-stop centers. As such, Partners provide information, general assistance, and PA CareerLink® services in neighborhood-based locations and through virtual mediums on behalf of the one-stop system. Selection of host locations and technologies for such activities is determined by Partners and considers place-based and/or population-based factors. Locations include libraries, partner organizations, and other community spaces.

### Roles and Responsibilities of Parties

Parties to this agreement will work closely together to ensure PA CareerLink® centers in Pittsburgh and Allegheny County are high-performing workplaces with professional staff who deliver quality services.

All Parties shall:

- Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section below,
- Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and
- Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement.

Additionally, all Parties shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- Section 504 of the Rehabilitation Act of 1973, as amended,
- The Americans with Disabilities Act of 1990 (Public Law 101-336),
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,

- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
- Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
- All amendments to each, and
- All requirements imposed by the regulations issued pursuant to these acts.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

### Chief Elected Officials (CEO)

The CEOs for the Pittsburgh and Allegheny County WDAs will, at a minimum:

- In partnership with Partner4Work and other applicable partners within the planning region, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by all local WDBs and their partners in the planning region, and that incorporates plans for each of the local areas in the planning region,
- In partnership with Partner4Work and other applicable partners within the Local WDA, develop and submit a Local WDA plan that includes a description of the activities that shall be undertaken by the Local WDB and its partners in the Local WDA, and that aligns its strategic vision, goals, objectives, and workforce-related policies to the regional plan and economy,
- Approve the Partner4Work budget and workforce center cost allocation plan,
- Approve the selection of the One-Stop Operator following competitive procurement, and
- Coordinate with Partner4Work to oversee the operations of the PA CareerLink® system in Pittsburgh and Allegheny County.

The CEOs for the Local WDAs include:

- **City of Pittsburgh:** Mayor Ed Gainey
- **Allegheny County:** County Executive Sara Innamorato

### Partner4Work (Local Workforce Development Board)

Partner4Work ensures the workforce-related needs of employers, workers, and job seekers in Pittsburgh and Allegheny County are met, to the maximum extent possible with available resources. Partner4Work will, at a minimum:

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

Specific responsibilities of Partner4Work staff include, at a minimum:

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

### **PA CareerLink® System Partners**

The specific programs, organizations, and signatory officials constituting the Partners of the PA CareerLink® Pittsburgh/Allegheny County system can be found in Appendix 1, in accordance with Section



121(b) of WIOA and further defined by the Commonwealth. Partners commit to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement. Partners will promote system integration to the maximum extent feasible through:

- Effective communication, information sharing, and collaboration with the One-Stop Operator,
- Active involvement in joint planning, policy development, and system design processes,
- Commitment to and active involvement in the development of a joint mission, vision, goals, strategies, and performance measures,
- The design and use of common intake, assessment, referral, and case management processes,
- The use of common and/or linked data management systems and data sharing methods, as appropriate,
- Leveraging of resources, including other public agency and non-profit organization services,
- Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction,
- Establishing a point-of-contact(s) to serve as a liaison between the Partner program and PA CareerLink®, and
- Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

## **One-Stop Operator**

The One-Stop Operator is tasked with the day-to-day operations of one-stop centers and ensuring that PA CareerLink® Pittsburgh/Allegheny County provides accessible, seamless, customer-driven services to job seekers, employers, and other stakeholders in a professional, timely and efficient manner. The Operator also ensures effective coordination of Partner activities and services within the one-stop system.

Partner4Work selects the One-Stop Operator through a competitive process in accordance with the Uniform Guidance, WIOA and its implementing regulations, and local procurement laws and regulations. All documentation for the Operator procurement, which is required at least every four (4) years, is available upon request. Partner4Work evaluates performance of the Operator in accordance with WIOA and Commonwealth guidelines.

The current, competitively selected One-Stop Operator for PA CareerLink® Pittsburgh/Allegheny County is Equus Workforce Solutions.

Major components of the One-Stop Operator's work involve engaging and expanding the network of Partners participating in PA CareerLink®, including developing and implementing shared vision, goals and performance indicators; leading efforts to improve client outcomes and customer satisfaction by enhancing, coordinating and integrating service delivery within PA CareerLink®; and developing innovative strategies and technologies to assist in improving the public workforce development. All efforts will remain consistent with Commonwealth policies.

### **KEY TASKS AND RESPONSIBILITIES OF THE ONE-STOP OPERATOR**

### **Site Operations and Functional Management**

- Develop and implement policy changes, process enhancements, customer service standards and plans for continuous improvement at PA CareerLink® that reflect an integrated system, efficient use of resources and non duplication of efforts,
- Ensure effective administration of day-to-day operations at PA CareerLink® centers,
- Develop and implement a common intake method for PA CareerLink® customers that includes compiled tracking and reporting,
- Assist in developing and managing the PA CareerLink® Infrastructure Funding Agreement (IFA), or Resource Sharing Agreement (RSA),
- Assess and ensure effective use of key performance indicators for service delivery at PA CareerLink® that measure progress and impact of shared service delivery goals,
- Utilize technology to strengthen PA CareerLink® service delivery, improve operations and achieve integration among Partners,
- Continuously monitor and assess the needs of customers at PA CareerLink® through feedback mechanisms and make recommendations for improvement appropriately,
- Identify and lead strategies for Partners to align services with and meet the needs of businesses,
- Lead assessment of PA CareerLink® center locations and space, including the Allegheny East and Downtown Pittsburgh centers.

### **Partnership Management and Collaboration**

- Develop, implement and monitor shared vision, goals, and performance indicators for Partners to improve coordinated service delivery and client outcomes,
- Ensure roles and responsibilities of Partners are well-defined, integrated and aligned with shared vision and goals of the PA CareerLink® system,
- Establish and implement an operational plan to manage and monitor this MOU,
- Attend meetings and events related to the operation of PA CareerLink®,
- Convene and facilitate regular meetings of Partners to review PA CareerLink® operations, performance and progress toward shared vision and goals,
- Identify strategies to leverage strengths, address challenges and advance opportunities among Partner programs,
- Conduct employee satisfaction surveys with staff of Partners to ensure feedback and input regarding PA CareerLink® operations and utilize results to make improvements.

### **Cross-Training and Professional Development**

- Ensure Partner staff receive effective training and guidance imparting the knowledge, skills, and abilities to support an integrated system and contribute to shared performance goals, promoting effective participation in functions and responsibilities of PA CareerLink® Partners.

### **Outreach and Promotion**

- Develop and implement strategies to raise community awareness of and access to PA CareerLink® services and resources, including expanding the network of Partners and resources present or represented in PA CareerLink®.

### **Compliance and Certification**

- Ensure compliance with federal and state guidance, including WIOA and its implementing plans and regulations, as well as other federal, state, and local policies applicable to PA CareerLink® and the workforce development system.

**Oversee the PA CareerLink® Site Administrator**

- The Operator will utilize a Site Administrator to support efforts and manage the daily operations of PA CareerLink®. Site Administrator functions include, but are not limited to:
  - Provide functional supervision of PA CareerLink® sites and staff,
  - Support the Operator in coordinating service delivery across Partner programs, placing priority on customer service,
  - Oversee operations within an established budget, submitting accurate and timely invoices to Partner4Work,
  - Ensure PA CareerLink® sites and operations are compliant with WIOA and its related regulations, state-defined PA CareerLink® certification criteria, all applicable contracts and agreements, and Partner4Work's local policies,
  - Coordinate daily work schedules, staff vacations, and workflow based on operational needs, and
  - Monitor, evaluate, and report on performance, customer satisfaction, and other service delivery data to Partner4Work and the Operator.

**Oversee the PA CareerLink® Communication Specialist**

- The Operator will utilize a Communication Specialist to coordinate system-wide communications and related technologies for PA CareerLink® Pittsburgh/Allegheny County. The Communication Specialist will help streamline, coordinate, and standardize communication efforts toward jobseekers, employers, media and other stakeholders on behalf of all system partners; improve the public perception and promotional materials of the system; ensure the local website, social media accounts, and online learning application are managed professionally; and work closely with all partners on COVID-19 strategies, including access to developing information, awareness of related requirements, and communicating operational status and available services to stakeholders.

The Operator will not participate in the following activities:

- Assist in the development, preparation and submission of local plans,
- Manage or assist in selecting or terminating contracted providers of career services,
- Negotiate local performance accountability measures or develop and submit budgets for activities of the WDB.

**Health and Safety**

The One-Stop Operator and PA CareerLink® partners are committed to ensuring programs are equipped and prepared to operate safely. As such, each PA CareerLink® partner must follow all federal, state, and local regulations regarding health and safety when operating within the PA CareerLink® system, including but not limited to the Centers for Disease Control (CDC), the Pennsylvania Department of Health, and the

Allegheny County Health Department. The One-Stop Operator will establish and maintain a plan for PA CareerLink® Pittsburgh/Allegheny County to address all operational and programmatic considerations related to COVID-19 or other outbreaks and emergencies, including providing adequate protective equipment and other preventative measures, having a plan for swift action for containment or mitigation, social distancing and limitations on large gatherings, specific protections for vulnerable populations, and any other considerations defined by federal, state, and local regulations. Parties to this MOU recognize the One-Stop Operator's authority to make decisions regarding the operations and services of PA CareerLink® Pittsburgh/Allegheny County in response to COVID-19 or other pandemic threats and agree to abide by such decisions, as they relate to the PA CareerLink® system.

## **Governance**

The One-Stop Operator provides guidance to and oversight of the Site Administrator for PA CareerLink® Pittsburgh/Allegheny County, who manages the day-to-day operations of the one-stop centers. In close coordination with the One-Stop Operator and Partners of PA CareerLink® Pittsburgh/Allegheny, Partner4Work leads the development of strategy, planning and direction; policy development and analysis; oversight, monitoring and evaluation of workforce development activities.

When fulfilling services for PA CareerLink® Pittsburgh/Allegheny County, all Partners are under the functional direction of the One-Stop Operator. Those Partners who may be co-located but not providing services through PA CareerLink® Pittsburgh/Allegheny County are not under the functional supervision of the One-Stop Operator. The functional direction of the One-Stop Operator does not supersede a Partner organization's personnel or labor relations policy. For example, all pay and benefits will remain as dictated by those organizational policies. All requests for leave, discipline, performance appraisal and similar issues will be handled by an employee's organizational manager or supervisor. All Partners retain exclusive authority to supervise and manage their employees, conduct any investigation and administer any discipline to their employees.

## **Partner Services**

Each Party to the MOU provides one or more services or activities based upon the partner program's authorizing statute and regulation requirement. At a minimum, Partners agree to jointly make the services listed below available through the local one-stop delivery system, as applicable to the program, consistent with and coordinated by the One-Stop Operator. Additional services may be provided on a case by case basis and with the approval of Partner4Work and the Chief Elected Officials.

Access to Partner programs and services may be provided through any or all of the below methods. Appendix 3 defines which of these methods each Partner will use to make services available.

1. Having a staff member of the Partner program physically present at a PA CareerLink® site,
2. Having a staff member of a different partner program physically present at a PA CareerLink® site and appropriately trained to provide information to customers about the Partner program's services and activities, or

3. Making available a direct linkage through technology to a staff member of the Partner program who can provide meaningful information or services.

## **BUSINESS SERVICES**

### **Required Business Services**

- 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 (678.430(a)(4)(ii)).
- Provide access to and interpretation of labor market information (678.430(a)(6)).
- Post job vacancies in the state labor market areas and assist in recruitment of viable candidates (678.430(a)(6)(i)).
- Information about how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the area's one-stop delivery system (678.430(a)(8)).
- Employer-oriented labor exchange activities and labor market information (678.435(a)).
- Establish and develop relationships and networks with large and small employers and their intermediaries. Develop, convene, or implement industry or sector partnerships (678.435(a)).
- Help area employers manage reductions in force in coordination with rapid response activities and with strategies for the aversion of layoffs, which may include strategies such as early identification of firms at risk of layoffs, use of feasibility studies to assess the needs of and options for at-risk firms, and the delivery of employment and training activities to address risk factors (678.435(c)(4)).
- Coordinate business services of PA CareerLink® partners to streamline efforts, strengthen recruitment, and provide seamless access and contact for businesses, responding to all requests in a timely manner.

### **Permissible Business Services**

- Customized screening and referral of qualified participants in training services to employers (678.435(b)(1)).
- Customized services to employers, employer associations, or other such organizations, on employment-related issues (678.435(b)(2)).
- Customized recruitment events and related services for employers including targeted job fairs (678.435(b)(3)).
- Human resource consultation services (678.435(b)(4)).
- Customized labor market information for specific employers, sectors, industries or clusters (678.435(b)(5)).
- Provide other similar customized services (678.435(b)(6)).
- Develop and implement industry sector strategies (including strategies involving industry partnerships, regional skills alliances, industry skill panels, and sectoral skills partnerships) (678.435(c)(1)).

- Customized assistance or referral for assistance in the development of a registered apprenticeship program (678.435(c)(2)).
- Develop and deliver innovative workforce investment services and strategies for area employers, which may include career pathways, skills upgrading, skill standard development and certification for recognized postsecondary credential or other employer use, and other effective initiatives for meeting the workforce investment needs of area employers and workers (678.435(c)(3)).
- Promotion of business services to area employers, including small and mid-sized employers (678.435(c)(5)).
- Assist employers with accessing local, State, and Federal tax credits (678.435(c)(6)).
- Develop On-the-Job Training (OJT), Customized Job Training (CJT), or other work-based training arrangements for employers.
- Provide incumbent worker upgrade training through various modalities.
- Use of one-stop center facilities for recruiting and interviewing job applicants.
- Provide information and assistance regarding disability awareness, assistive technology and communication accommodations.
- Provide information regarding workforce development initiatives and programs.
- Provide basic information related to Unemployment Insurance.

## **JOB SEEKER SERVICES**

### **Required Job Seeker Career Services**

- Determine if individual is eligible to receive assistance from the adult, dislocated worker, or youth programs (678.430(a)(1)).
- Outreach, intake (including worker profiling), and orientation to information and other services available through the one-stop delivery system (678.430(a)(2)).
- Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and need for supportive services (678.430(a)(3)).
- Job search and placement assistance, and when needed by an individual, career counseling, including: information on in-demand industry sectors and occupations as well as information on nontraditional employment (678.430(4)(i)(A-B)).
- Provide referrals to and coordination of activities with other programs and services, including programs and services within the one-stop delivery system and, when appropriate, other workforce development programs (678.430(a)(5)).
- Provide access to and interpretation of labor market information (678.430(a)(6)).
- Provide performance information and program cost information on eligible providers of education, training, and workforce services by program and type of providers (678.430(a)(7)).
- Information describing how the local area is performing on local performance accountability measures and additional one-stop delivery system performance information, if any (678.430(a)(8)).

- Supportive services or assistance information, and appropriate referrals to those services and assistance (678.430(a)(9)).
- Information and meaningful assistance with filing Unemployment Insurance claim (678.430(a)(10)).<sup>1</sup>
- Assist in establishing eligibility for programs of financial aid assistance for programs not provided under WIOA (678.430(a)(11)).
- Coordinate job seeker services of PA CareerLink® partners to streamline efforts, broaden access to resources, and ensure a seamless customer experience.

### **Required Job Seeker Individualized Services**

- Comprehensive and specialized assessments of skill level(s) and service needs (678.430(b)(1)).
- Develop an individual employment development plan (678.430(b)(2)).
- Group counseling (678.430(b)(3)).
- Individual counseling (678.430(b)(4)).
- Career planning (678.430(b)(5)).
- Short-term pre-vocational or pre-training services (678.430(b)(6)).
- Provide internships and work experiences that are linked to careers as well as workforce preparation activities (678.430(b)(7-8)).
- Financial literacy services (678.430(b)(9)).
- Provide out-of-area job search assistance and relocation assistance (678.430(b)(10)).
- Provide English language acquisition and integrated education and training programs (678.430(b)(11)).

### **Other Required Job Seeker Services**

- Follow-up services and support (678.430(c)).
- Occupational skills training, including training for nontraditional employment (680.200(a)). Pennsylvania policy requires this service be made available in all LWDAs.

### **Permissible Job Seeker Services**

- On-the-Job Training (680.200(b)).
- Incumbent Worker Training (680.200(c)).
- Programs that combine workplace training with related instruction which may include cooperative education (680.200(d)).
- Training programs operated by the private sector (680.200(e)).
- Skills upgrading and retraining (680.200(f)).
- Entrepreneurial training (680.200(g)).
- Transitional jobs (680.200(h)).
- Job readiness training in combination with other training services (680.200(i)).

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<sup>1</sup> Staff of PA CareerLink® are not able or authorized to process unemployment claims or provide assistance or information regarding specific unemployment claims.

- Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with other training services (680.200(j)).
- Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training (680.200(k)).
- Access to Registered Apprenticeships and Pre-Apprenticeships.

## **YOUTH SERVICES**

### **Required Youth Services**

- Tutoring, study skills training, instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or recognized equivalent, or for a recognized postsecondary credential (681.460(a)(1)).
- Alternative secondary school services or dropout recovery services (681.460(a)(2)).
- Paid and unpaid work experiences having academic and occupational education components: summer employment and other employment opportunities available throughout the school year, pre- apprenticeship programs, internships and job shadowing and OJT training opportunities (681.460(a)(3)).
- Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials, that are aligned with in-demand industry sectors or occupations in the involved local area (681.460(a)(4)).
- Education offered concurrently with, and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster (681.460(a)(5)).
- Leadership development opportunities, including community service and peer-centered activities that encourage responsibility and other positive social and civic behaviors (681.460(a)(6)).
- Basic supportive services; access to a broader network of comprehensive supportive services (681.460(a)(7)).
- Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months (681.460(a)(8)).
- Follow-up services for not less than 12 months after the completion of participation as appropriate (681.460(a)(9)).
- Comprehensive guidance and counseling which may include drug and alcohol abuse counseling and referrals to counseling as appropriate (681.460(a)(10)).
- Financial literacy education (681.460(a)(11)).
- Entrepreneurial skills training (681.460(a)(12)).
- 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 (681.460(a)(13)).
- Activities that help youth prepare for and transition to postsecondary education and training (681.460(a)(14)).



## Permissible Youth Services

- Incentive payments to youth participants (681.640).

## Data Sharing

Parties agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and reduces duplicate data collection and entry.

Parties further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Parties acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

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

- Customer PII will be properly secured in accordance with Partner4Work policies and procedures regarding the safeguarding of PII.
- The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- Customer data may be shared with other programs, for those programs' purposes, within the PA CareerLink® system only after the informed written consent of the individual has been obtained, where required.
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- All data exchange activity will be conducted in machine readable format, 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)).

The Parties agree to ensure all one-stop center and Partner staff are trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

## Confidentiality

All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20

CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all of the other Parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all 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 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 requirements set forth in 34 CFR 361.38.

## Referrals

All Parties agree to employ best efforts in referring customers to other Parties, as allowable and applicable, when such referrals provide added value to customers. The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Parties agree to:

- Familiarize themselves with the basic eligibility and participation requirements, available services and benefits offered, for each of the Partners' programs represented in PA CareerLink®,
- Develop materials summarizing their program requirements and make them available for Partners and customers,
- Develop and utilize common intake, eligibility determination, assessment, and registration forms,

- 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,
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level, and
- Utilize the CWDS 2.0 function to allow for referrals between Partners and to make external referrals to partners not participating in the PA CareerLink® system.

## Accessibility

Accessibility to the services provided by the PA CareerLink® centers and all Partner agencies is essential to meeting the requirements and goals of the local service delivery system. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran’s status, or on the basis of any other classification protected under state or federal law.

### Physical Accessibility

PA CareerLink® centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, high traffic, and accessible location, taking into account reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an “equal and meaningful” manner providing access for individuals with disabilities. See the section on COVID-19 in this MOU for factors that may affect physical accessibility of the one-stop centers.

For more information regarding accessibility requirements, refer to WIOA Section 188 and the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (ADA) and Pennsylvania’s Non-Discrimination Plan, or NDP.

### Virtual Accessibility

Partner4Work will work with the One-Stop Operator and Partners to ensure that job seekers, workers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information.

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

## Communication Accessibility

Communications access, for purposes of this MOU, means that individuals with sensory disabilities or limited English proficiency (LEP) can communicate (and be communicated with) on an equal footing with those who do not have such disabilities or LEP. All Partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, individuals with speech-language impairments, and individuals with LEP.

For more information, please refer to the U.S. Department of Labor's Office of Disability Employment Policy's website at <https://www.dol.gov/odep/topics/CommunicationsAccess.htm>.

## Programmatic Accessibility

All Parties agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. Parties 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. Parties further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All Parties 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 of Partners 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.

## Outreach and Communications

Partner4Work, with the One-Stop Operator and Partners, will develop and implement a strategic outreach plan. This plan will be coordinated across all Partners to the extent possible and may include:

- Specific steps to be taken by each partner,
- An outreach plan to the region's businesses and human resources professionals,
- An outreach and recruitment plan to the region's job seekers, including targeted efforts for populations most at-risk or most in need,
- An outreach and recruitment plan for out-of-school youth,
- Sector strategies and career pathways,
- A plan for messaging to internal audiences,
- An outreach tool kit for Partners,
- Regular use of social media,
- Clear objectives and expected outcomes, and
- Leveraging of any statewide outreach materials relevant to the region.

All Partners utilizing branding of the one-stop workforce delivery system must follow the Common Identifier Policy issued by the PA Department of Labor and Industry and local requirements developed by Partner4Work and the One-Stop Operator.

## Monitoring

Partner4Work, or its designated staff, officials from the Commonwealth 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 policies,
- Those laws, regulations, and policies are enforced properly,
- Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
- Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
- Appropriate procedures and internal controls are maintained, and record retention policies are followed, and
- All MOU terms and conditions are fulfilled.

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

## MOU Processes

### Steps to Reach Consensus

Partner4Work agrees to maintain a log of actions taken to reach consensus. This is necessary because should non-consensus ever occur, Partner4Work must be able to state how they attempted to approach this requirement. The parties to the MOU agree to use the following steps to reach consensus:

1. **Notification of Partners:** Partner4Work must notify all Parties in writing that it is necessary to modify or renew the MOU and clearly define the steps required to achieve an executable MOU.
2. **Kickoff Meeting:** Partner4Work is responsible for convening all required and additional PA CareerLink® Partners to formally kick-off negotiations, and to ensure that, at a minimum, all Partners from all counties within the LWDA are appropriately represented. The kickoff meeting should take place in a timely manner to allow for all steps to be conducted in good faith and in an open and transparent environment. At the kickoff meeting, Partner4Work must provide a detailed review of all relevant documents, facts, and information and ensure all Parties have sufficient time to ask questions or voice concerns and are fully aware of expectations and the overall process.
3. **Negotiations:** Following the formal kickoff meeting, Partners must submit all relevant documents to Partner4Work to support the MOU. During this timeframe, additional formal or informal

meetings (informational and negotiation sessions) may take place, if conducted in an open and transparent manner with pertinent information provided to all Parties.

4. **Draft MOU:** Following the formal kickoff meeting, Partner4Work must email a working draft of the MOU to all Parties.
5. **Review and Comment:** Upon receipt of the draft MOU, all Parties must review and return feedback to Partner4Work. It is advised that each Party also use this time to allow their respective Legal Departments to review the MOU for legal sufficiency. It is the responsibility of Partner4Work to ensure all Parties to the MOU are aware of the comments and revisions that are needed.
6. **Finalized Draft:** Partner4Work must circulate the finalized MOU and secure partner signatures. The MOU will be considered fully executed once all signatories have reviewed and signed, and a signed copy has been returned to all parties.

If it is determined that a partner is unwilling to sign the MOU, then Partner4Work must ensure that the agreed upon dispute resolution process is followed.

## Dispute Resolution

The following section details the dispute resolution process designed for use by the Parties when unable to successfully reach an agreement necessary to execute the MOU. A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of Partner4Work to coordinate MOU dispute resolution to ensure that issues are being resolved appropriately. Any Party to the MOU may seek resolution under this process.

1. All Parties are advised to actively participate in local negotiations in a good faith effort to reach agreement. In case of disputes, Parties shall attempt informal resolution first. The Partner4Work Executive Committee shall attempt to mediate and resolve the dispute in an informal manner.
2. Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the Partner4Work Board Chair (or designee) and all Parties to the MOU regarding the conflict within 10 business days.
3. The Partner4Work Board Chair (or designee) shall place the dispute on the agenda of a special meeting of the Partner4Work Board Executive Committee within 60 business days. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the Executive Committee members present.
4. 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 Parties. 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.
5. The Partner4Work Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU within 30 business days from the date of the decision.

6. The Partner4Work Board Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution.

### MOU Negotiation Outcome Notification

When the MOU is being negotiated, renewed, or modified the Governor must be made aware of the local area's consensus status no later than 90 days within the MOU's expiration date. Likewise, if a dispute occurs halting the negotiation or modification process, the Governor must be made aware of the situation. To accomplish this notification, Partner4Work agrees to submit a MOU Negotiation Outcome Notification template 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](mailto:RA-LI-PACL-FINOP@pa.gov).

### MOU Modification Process

The MOU Parties agree that non-substantive changes to the MOU do not require MOU modification.

1. **Notification of Parties:** When a Party wishes to modify the MOU, the Party must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s).
2. **Discussion/Negotiation:** Upon notification, Partner4Work must ensure that discussions and negotiations related to the proposed modification take place with Parties in a timely manner and as appropriate. Depending upon the type of modification, this can be accomplished through email communications of all the Parties. If the proposed modification is extensive and is met with opposition, Partner4Work may need to call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, a modification will be processed.

If the modification involves substitution of a Party that will not impact any of the terms of the agreement, it can be accomplished by the original Party and the new Party entering into an MOU that includes Partner4Work, wherein the new Party assumes all of the rights and obligations of the original Party. Upon execution, Partner4Work presents the agreement as a proposed modification to the MOU, and the remaining steps are followed.

If it is determined that a Party is unwilling to agree to the MOU modification, Partner4Work must ensure that the process in the Dispute Resolution section below is followed.

3. **Signatures:** Partner4Work must circulate the MOU modification and secure Party signatures. The modified MOU will be considered fully executed once all signatories have signed. The modification may be signed in counterparts, meaning each signatory can sign a separate document as long as Partner4Work acquires signatures of each Party and provides a complete copy of the modification with each Party's signature to all the other Parties.

### MOU Renewal Process

Non-substantive changes to the MOU do not require MOU renewal. Substantial changes will require MOU renewal. MOU renewals must be completed at least every three years.

A MOU renewal requires all Parties to review and agree to all MOU elements. Thereafter, the Parties will follow the process detailed in the MOU's Execution section. 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 Effective Period section below, unless:

- All Parties mutually agree to terminate this MOU prior to the end date.
- Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any Party unable to perform pursuant to this 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 30 business days after receiving written notice from Partner4Work specifying such breach in reasonable detail. In such event, the non-breaching Party(s) shall have the right to terminate this MOU by giving written notice thereof to the Party in breach, upon which termination will go into effect immediately.

In the event of termination, the Parties to this MOU must convene within 30 business 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 MOU's Modification Process section.

All parties agree that this MOU shall be reviewed and updated to ensure it contains up-to-date information regarding funding, delivery of services and changes in the signatory official of the CEO, Board, or PA CareerLink® partner(s) as needed; and then, renewed not less than once every three years to ensure appropriate funding and delivery of services.

## Execution

After consensus has been reached, Partner4Work must 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 Partner4Work. The MOU will be considered fully executed once all Parties receive a copy of the complete MOU including all MOU Authority and Signature Pages.

If it is determined that a MOU Party is unwilling to authorize the MOU, then Partner4Work must ensure that the dispute resolution process is followed.



## **General Provisions**

### **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 Party 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 that Partner4Work 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 Partner4Work 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 that they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

## **Certification Regarding Lobbying**

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

## **Debarment and Suspension**

All Parties shall comply with the debarment and suspension requirements (E.O.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

## **Priority of Service**

All parties certify that they will adhere to all statutes, regulations, policies and plans regarding priority of service, including, but not limited to, priority of service for veterans and eligible persons, and priority of service for the WIOA Title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth and English language learners.

## **Buy American Provision**

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

## **Salary Compensation and Bonus Limitations**

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, Title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

## **Non-Assignment**

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

## **Governing Law**

This MOU will be construed, interpreted, and enforced according to the laws of the Commonwealth of Pennsylvania. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.

## **Operating Budgets (OB) and Infrastructure Funding Agreements (IFA)**

To support the operations of one-stop centers, WIOA requires local areas to establish cost allocation methodologies to determine Partners' equitable share of one-stop center costs, including infrastructure costs, additional operating costs, and other shared costs attributable to the one-stop centers. The agreement defining that methodology is called the Infrastructure Funding Agreement (IFA), which is applied to the annual Operating Budget (OB) for the one-stop center to determine each Partner's financial contribution to the costs of operating the one-stop centers.

The purpose of this section of the MOU is to establish criteria for creating the OBs and IFAs for PA CareerLink® Pittsburgh/Allegheny County, including Downtown Pittsburgh and Allegheny East one-stop centers. The Parties to this MOU agree that joint funding is a necessary foundation for an integrated, high quality system and will work toward the goal of developing 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.
- Ensures that costs are appropriately shared by Partners by determining contributions based on their 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.

WIOA envisions an integrated workforce development system where Partners share space within one-stop centers, and related costs, to streamline access to and strengthen quality of services for job seekers and businesses. Partner4Work grants to all Partners the right to jointly occupy and use the premises of one-stop centers in the PA CareerLink® Pittsburgh/Allegheny County system. The allocation and configuration of space within the premises, and the level of personnel staffing by each of the Partners, will be mutually agreed upon by all Partners and used to develop shared cost allocation methodologies, among other factors.

Parties to this MOU recognize a formal and fiduciary relationship with the public workforce system.

## **Operating Budgets (OB)**

PA CareerLink® Operating Budgets, or OBs, are developed by Partner4Work in close coordination with the One-Stop Operator and PA CareerLink® Partners. Partner4Work will be transparent and open with all Partners in establishing OBs, striving to reach outcomes that are reasonable, fair, and equitable.

Two OBs are established annually, one for each comprehensive one-stop center in the PA CareerLink® Pittsburgh/Allegheny County system, as described in this MOU. The OBs include infrastructure costs,

additional operating costs, and other shared costs to enable Partners to deliver high-quality workforce development services to job seekers and businesses. Costs identified in the OBs are based on actual figures from prior years, anticipated customer needs, projected new costs, sound estimates, and input from Partners. The OBs are fluid documents; at times modifications will be needed to reflect changes in staffing levels or instances of increasing or decreasing costs associated with site operations.

The below table describes the types of costs and related benefits to Partners that will be included in the OBs. This list of costs is not meant to be exhaustive. Actual cost items will be determined each year, in accordance with need and applicable rules and regulations.

| One-Stop Cost Item                  | Benefit to Partners  |
|-------------------------------------|--|
| <b>INFRASTRUCTURE COSTS</b>         |  |
| <b>Facilities</b>                   |  |
| Rent (Shared)                       | Leased space provides customers with access to services and Partner staff with quality working space.                  |
| Rent (Direct Charge)                | Non-shared cost that reduces Partner share of rent.  |
| Utilities                           | Standard utilities for a professional office location.   |
| Escalation                          | Additional rent fees; ensures the quality of space available to customers and Partner staff.                           |
| Insurance                           | Property and casualty insurance; standard liability coverage for PA CareerLink® centers.                               |
| Building Repairs/Maintenance        | Building repairs and maintenance; ensures the quality of space available to customers and Partner staff.               |
| <b>Operations</b>                   |  |
| Security                            | Provides security services to ensure a safe and orderly environment for each PA CareerLink® center.                    |
| Telephone and telephone maintenance | Ensures access to quality telecommunication technology and related services to all Partners.                           |
| Furniture Replacements              | Ensures PA CareerLink® centers are equipped with adequate furniture to meet the needs of all Partners and customers.   |
| Space Improvements                  | Ensures that space within the PA CareerLink® center meets the needs of customers and staff engaging within it.         |
| Resource Room Tools                 | Provides customers with specialized software, access to assessments and other valuable resources.                      |
| Internet Service & Wi-Fi            | Provides customers and Partners with reliable, high-performing internet and Wi-Fi service.                             |
| Equipment                           | Provides access for all Partners to standard office equipment, such as copiers, printers, etc.                         |
| Computer System Support             | Provides services to ensure IT infrastructure and related hardware and software meet the needs of all Partners.        |
| Printing                            | Resources to ensure adequate printed material is available for all Partner use.  |
| Outreach                            | Materials and effort needed to facilitate general outreach and promotion of PA CareerLink® services and opportunities. |
| Office Supplies (state)             | Ensures an adequate amount of supplies for PA CareerLink® Partners and improves efficiency for all.                    |
| Office Supplies (non-state)         | Ensures an adequate amount of supplies for PA CareerLink® Partners and improves efficiency for all.                    |

|                                    |  |
|------------------------------------|--|
| Reasonable Accommodations          | Access to services and technologies for PA CareerLink® customers and Partners requiring assistance.  |
| Signage                            | Ensures PA CareerLink® can purchase signage to effectively communicate onsite messages with the public.  |
| Computer Replacements and Upgrades | Ensures all computers and related equipment are maintained to the benefit of customers and Partner staff.  |
| Contracted Services - Site         | Priorities identified under contracted services are site-specific costs approved by all Partners. For example, website hosting, shredding, storage, fire protection. |
| Staff Training                     | Provides resources to ensure all Partner staff have the knowledge and skills to work within the PA CareerLink® system.   |
| <b>ADDITIONAL SHARED COSTS</b>     |  |
| <b>Personnel/Services</b>          |  |
| One-Stop Operator                  | Ensures PA CareerLink® provides accessible, seamless, customer-driven services to job seekers and employers.   |
| Site Administrator                 | Manages the day-to-day operations of PA CareerLink® centers and supports Partner programs and initiatives.   |
| Communication Specialist           | Coordinates system-wide communications and related technologies for PA CareerLink® Pittsburgh/Allegheny County.  |
| Talent Engagement Specialists      | Welcome and assist customers utilizing PA CareerLink® centers. Provides information and assistance on behalf of all Partners.  |
| Staff Travel/Expenses              | Reimbursement of staff expenses including items such as mileage, meals, parking, and toll charges.   |

**Infrastructure Funding Agreements (IFA)**

Infrastructure Funding Agreements, or IFAs, detail the cost allocation methodology used to determine the amount of each Partner’s financial contribution to the OBs. All Parties to the MOU recognize that OBs are applicable to all required partners, whether they are physically located in a PA CareerLink® center or not. Each Partner’s cost responsibility will vary according to their proportionate use of and relative benefit received from the PA CareerLink® Pittsburgh/Allegheny County system, consistent with the partner programs’ authorizing laws and regulations and the Uniform Guidance.

WIOA allows for a variety of allocation methods. The following methods will be used to establish IFAs annually and fund the costs of OBs for each of the one-stop centers in the PA CareerLink® Pittsburgh/Allegheny County system.

- Planned onsite presence. The One-Stop Operator will verify all onsite Partner commitments of staff to each of the comprehensive one-stop centers. This information will form the basis of a cost pool whereby Partners are allocated a percentage of the costs identified in the OBs based on Full Time Equivalent (FTE) staff with an onsite presence in each of the PA CareerLink® centers. This is the preferred cost allocation methodology for all Partners with a planned onsite staff presence. The FTE breakdown for each PA CareerLink® center will accompany each OB and IFA.
- Alternate cost allocation methodology. For Partners without a planned onsite presence of staff, Partner4Work may negotiate cost contributions according to the Partners’ proportionate use of and relative benefits received from PA CareerLink® Pittsburgh/Allegheny County.

Partners not providing a financial contribution must provide an in-kind contribution in lieu of a cash payment that is equivalent to the expected cash payment.

### **Review and Approval of OBs and IFAs**

The OBs and IFAs for PA CareerLink® Pittsburgh/Allegheny County are developed annually by Partner4Work in collaboration with the One-Stop Operator and PA CareerLink® Partners. Typically, budget development begins in early spring, coordinated through the local PA CareerLink® Core Partner Meeting. During development, Partner4Work communicates closely with Partners to determine cost sharing arrangements and amounts, via IFAs. Once final OBs are established, and Partners have agreed to their respective cost sharing amounts, Partner4Work sends final OBs and IFAs to the Bureau of Workforce Development Administration (BWDA) for review and approval. The OB and IFA are included in the same document.

Once approved by BWDA, the OBs are reviewed regularly by Partner4Work, the One-Stop Operator and Partners. The OBs are fluid documents that may require modification to reflect changes in staffing levels or instances of increasing or decreasing costs associated with site operations.

### **Dispute Resolution and Impasse**

In the event Parties to this MOU cannot reach agreement regarding the OBs and IFAs, Parties will attempt informal resolution first. Should informal resolution efforts fail, the process outlined in the MOU Processes, Dispute Resolution section will be followed. If the dispute resolution process does not resolve an impasse related to infrastructure cost funding, the State Funding Mechanism, or SFM, is triggered.

### **Steps to Implement the State Funding Mechanism**

**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, Partner4Work is required to notify the Governor. Notification must be given to the Governor no later than ninety (90) days before the expiration of the MOU.

**Step 2:** Negotiation materials provided to the Governor. Partner4Work 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, Partner4Work 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® budget (for individual centers or a network of centers), and

- Any partially agreed upon, proposed, Operating Budget(s)
- Any partially agreed upon, proposed, or draft IFAs

Partner4Work 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 Partner4Work of the final decision and provide a revised IFA for execution by the parties.

**Step 4:** Infrastructure Funding Agreement Execution. The Infrastructure Funding Agreement becomes effective as of the date of signing by the final signatory.

Programs may appeal the Governor's determinations of their infrastructure cost contributions in accordance with the process established under 20 CFR 678.750, 34 CFR 361.750, and 34 CFR 463.750.

## General Authority

Each of the Parties identified in this MOU has been authorized by his/her organization to act on behalf of that organization. This authorization includes his/her authority to speak and act on behalf of the Partner agency throughout the process of developing OBs and IFAs, including defining and allocating PA CareerLink® costs and committing Partner agency resources to support such costs. Developing the OBs and IFAs is a process, through which each Partner will follow his/her agency protocol to ensure outcomes are acceptable to each Partner's independent auditor.

## Fiscal Agent Processes

(purchasing, invoicing, payment, financial records, reporting)

Partner4Work is the WIOA fiscal agent for the City of Pittsburgh and Allegheny County Workforce Development Areas (WDAs). With support of the Partners, Partner4Work has charged the One-Stop Operator (or Site Administrator) with operating the PA CareerLink® centers based on approved OBs and IFAs. The Operator is responsible for authorizing purchases for the centers accordingly. Following Partner4Work's accounting procedures, purchase requisitions are prepared for each site, approved by the Operator, and sent to Partner4Work for final approval and processing. All financial transactions flow through Partner4Work. Partner4Work receives and pays all costs associated with the OBs and IFAs for PA CareerLink® Pittsburgh/Allegheny County. These costs are kept separate in specific cost centers. Once a month the costs are allocated to each Partner utilizing the approved IFA. The costs to each Partner are then generated onto an invoice. Invoices are distributed to Partners and paid by Partners on a monthly

basis. Partner4Work staff reconcile the records monthly to verify accurate payment of invoices. Financial reports are reviewed by Partner4Work and the Operator on a monthly basis and by Partners at least on a quarterly basis. Partner4Work submits quarterly reports to the PA Department of Labor & Industry within 45 days after the end of the quarter.

### **Leases for One-Stop Centers**

As the fiscal agent, Partner4Work is the lease holder for both comprehensive one-stop centers in PA CareerLink® Pittsburgh/Allegheny County, costs for which are included in the OBs. However, Partner4Work shall not be required to perform any of the obligations to be performed and/or provided by the Landlords. If a Landlord defaults in his/her obligations under the lease, the Partners have the right, as a cost and expense of the program, and in the name of Partner4Work, to institute appropriate action against the Landlord to correct the situation.

### **Authority and Signature**

This MOU is executed between Partner4Work (Local WDB), the PA CareerLink® system Partners (Partners), and the Chief Elected Officials (CEOs), Allegheny County Executive and City of Pittsburgh Mayor. They are collectively referred to as the “Parties” to this MOU. The specific programs, organizations, and signatory officials constituting the PA CareerLink® system Partners can be found in Appendix 1.

The following page includes the authority and signature document that each Party to this MOU must complete to execute the MOU. Authority and signature pages for this MOU and all addenda may be executed in counterparts, each of which when executed and delivered shall constitute an original, but all counterparts together shall constitute a single agreement. Completed authority and signature pages for this MOU and all addenda exist separately and are available upon request to Partner4Work. Each of the signatory officials identified in this MOU has been authorized by his/her organization to act on behalf of that organization regarding all matters related to this MOU.



**AUTHORITY & SIGNATURE PAGE**  
**WIOA One-Stop Partner Memorandum of Understanding (MOU)**  
**City of Pittsburgh and Allegheny County**  
**Effective Period of July 1, 2024 to June 30, 2027**

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. This page serves as Authority and Signature of Parties for the WIOA One-Stop Partner Memorandum of Understanding (MOU) for the City of Pittsburgh and Allegheny County Workforce Development Areas, executed between Partner4Work (Local WDB), the PA CareerLink® system Partners (Partners), and the Chief Elected Officials (CEOs), Allegheny County Executive and City of Pittsburgh Mayor, collectively referred to as the “Parties” of this MOU.

Completed MOU Authority and Signature pages must be submitted to Partner4Work. All finalized MOU Authority and Signature pages will be attached to the MOU and considered a component of the MOU.

**Authority and Signature:**

The individuals signing this MOU have the authority to commit the Parties they represent to the terms of this MOU and do so commit by signing below.

*By signing my name below, I certify the following:*

- *I have reviewed and agree to the terms of this initial, re-negotiated, modified, or renewed MOU; all my questions have been discussed and answered satisfactorily;*
- *I have the legal authority to bind my agency (outlined below) to the terms of this MOU;*
- *I understand that this MOU may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all counterparts together shall constitute a single agreement;*
- *I understand that this MOU expires either:*
  1. *In three (3) years;*
  2. *Upon amendment, modification, or termination in accordance with the MOU; or*
  3. *On June 30, 2027, whichever occurs earlier.*

---

Signature

Date

---

Print Name and Title

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Agency Name

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Agency Contact Information

## Appendix 1: Parties to the MOU

This MOU is executed between Partner4Work (Local WDB), the PA CareerLink® system Partners (Partners), and the Chief Elected Officials (CEOs), Allegheny County Executive and City of Pittsburgh Mayor. They are collectively referred to as the “Parties” to this MOU. The specific programs, organizations, and signatory officials constituting the PA CareerLink® system Partners can be found in the table below.

| Required Partner Program   | Program Authorization  | Local Partner Organization                                     | Program Signatory Official  | Program Contact Information   |
|--|--|--|---|---|
| <b>US Department of Labor Programs</b>                                   |  |  |   |   |
| WIOA Adult, Dislocated Worker, and Youth Programs                        | WIOA Title I-B – Adult, Dislocated Worker, and Youth Programs  | Partner4Work   | Robert Cherry,<br>Chief Executive Officer                                   | Centre City Tower, Suite 2400<br>650 Smithfield St.<br>Pittsburgh, PA 15222<br>(412) 552-7090<br><a href="mailto:rcherry@partner4work.org">rcherry@partner4work.org</a> |
| Re-Entry Employment Opportunities (REO) Program                          | Reentry Employment Opportunities (REO) programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169 |  |   |   |
| WIOA Title I - YouthBuild  | YouthBuild WIOA sec. 171 (29 USC 3226)   | Garfield Jubilee   | Joann Monroe,<br>Executive Director   | 5323 Penn Ave.<br>Pittsburgh, PA 15206<br>(412) 665-5200<br><a href="mailto:chico81637@gmail.com">chico81637@gmail.com</a>  |
| WIOA Title I - Indian and Native American Programs                       | Indian and Native American Programs (INA), WIOA sec. 166, 29 USC 3221  | Council of Three Rivers American Indian Center, Inc. (COTRAIC) | Kerry Jevsevar,<br>WIOA Director  | 120 Charles St.<br>Pittsburgh, PA 15238<br>(412) 782-4457<br><a href="mailto:kjevsevar@cotraic.org">kjevsevar@cotraic.org</a>   |
| National Farmworker Programs / Migrant and Seasonal Farm Worker Programs | WIOA Title I - National Farmworker Programs / Migrant and Seasonal Farm Worker Programs  | PathStone Corporation, Inc.                                    | Nita R. D’Agostino,<br>Senior Vice President,<br>Direct Services            | 412 McFarlan Rd., Suite E<br>Kennett Square, PA 19348<br>(717) 234-6616<br><a href="mailto:ndagostino@pathstone.org">ndagostino@pathstone.org</a>                       |
| Job Corps  | WIOA Title I, Job Corps, Subtitle C  | Job Corps – Pittsburgh   | Bob Gottschalk,<br>Center Director  | 7175 Highland Dr.<br>Pittsburgh, PA 15206<br>(412) 441-8700<br><a href="mailto:gottschalk.bob@jobcorps.org">gottschalk.bob@jobcorps.org</a>                             |
| Senior Community Service Employment Program                              | Senior Community Service Employment Program (SCSEP), authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.)      | AARP Foundation  | Demetrios Antzoulatos,<br>Vice President,<br>Finance, Grants,<br>Operations | Kathy E. Tinney<br>2020 Ardmore Blvd.<br>Pittsburgh, PA 15221<br>(412) 271-1580<br><a href="mailto:ktinney@aarp.org">ktinney@aarp.org</a>                               |
|  |  | Urban League of Greater Pittsburgh                             | Carlos Carter,<br>President & CEO   | Victoria Goins<br>332 Fifth Avenue, 4th Floor<br>Pittsburgh, PA 15222<br>(412) 227-4210   |

|  |   |   |  |  |
|--|---|---|--|--|
|  |   |   |  | <a href="mailto:vgoins@ulbgh.org">vgoins@ulbgh.org</a>   |
| Trade Adjustment Assistance Activities     | Trade Adjustment Assistance (TAA), authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)                   | PA Department of Labor & Industry, Bureau of Workforce Partnership and Operations | Jeff Dick, Assistant Regional Director – Southwest Region              | 151 Pavilion Ln.<br>Youngwood, PA 15697<br>(814) 248-6433<br><a href="mailto:jedick@pa.gov">jedick@pa.gov</a>  |
| Wagner-Peyser                              | Wagner-Peyser Act ES, as authorized under the Wagner-Peyser Act, as amended by WIOA Title III   |   |  |  |
| Jobs for Veterans State Grants             | Jobs for Veterans State Grants (JVSG), authorized under chapter 41 of title 38, U.S.C.  |   |  |  |
| Unemployment Compensation Programs         | Unemployment Compensation Programs  | PA Department of Labor & Industry   | Maria Macus<br>Deputy Secretary for Unemployment Compensation Programs | Kris Kessler<br>651 Boas Street<br>Harrisburg, PA 17121<br>(717) 787-4971<br><a href="mailto:krkessler@pa.gov">krkessler@pa.gov</a>                                  |
| National Dislocated Worker Grants (DWGs)   | WIOA sec. 170   | ARM Institute   | Ira Moskowitz,<br>Chief Executive Officer                              | Mill 19, 4501 Lytle Street<br>Pittsburgh, PA 15207<br>(412) 785-0444<br><a href="mailto:ira.moskowitz@arminstitute.org">ira.moskowitz@arminstitute.org</a>           |
| <b>US Department of Education Programs</b> |   |   |  |  |
| Adult Education and Family Literacy        | WIOA Title II – Adult Education and Family Literacy Activities  | Literacy Pittsburgh   | Carey Harris,<br>Chief Executive Officer                               | Lori Como<br>411 Seventh Ave., Suite 550<br>Pittsburgh, PA 15219<br>(412) 393-7640<br><a href="mailto:lcomo@literacypittsburgh.org">lcomo@literacypittsburgh.org</a> |
|  |   | Allegheny Intermediate Unit (AIU)   | Phil Little,<br>AIU Board President                                    | Larry Klinger<br>475 East Waterfront Drive<br>(412) 394-5955<br><a href="mailto:larry.klinger@aiu3.net">larry.klinger@aiu3.net</a>                                   |
| Vocational Rehabilitation                  | State VR program, authorized under Title I of the Rehabilitation Act of 1973, as amended by WIOA Title IV                                     | Office of Vocational Rehabilitation   | Terry Huey,<br>District Administrator                                  | 531 Penn Avenue<br>Pittsburgh, PA, 15222<br>(412) 392-4950<br><a href="mailto:thuey@pa.gov">thuey@pa.gov</a>   |
| Perkins CTE Post-Secondary Programs        | Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education | Community College of Allegheny County   | Dr. Stephen Wells,<br>Interim Chief Academic Officer                   | CCAC Office of College Services<br>800 Allegheny Ave., Room 233<br>Pittsburgh, PA 15233<br>(412) 237-3126<br><a href="mailto:swells@ccac.edu">swells@ccac.edu</a>    |

|   |   |   |  |  |
|---|---|---|--|--|
|   | Act of 2006 (20 U.S.C. 2301 et seq.)  | Rosedale Technical College                    | Dennis Wilke,<br>President                                 | 215 Beecham Drive, Suite 2<br>Pittsburgh, PA 15205<br>(412) 521-6200<br><a href="mailto:dennis.wilke@rosedaletech.org">dennis.wilke@rosedaletech.org</a>     |
|   |   | Pittsburgh Technical College                  | Steve Lippiello,<br>Chief Financial Officer                | 1111 McKee Road<br>Oakdale, PA 15071<br>(412) 809-5222<br><a href="mailto:lippiello.stephen@ptcollege.edu">lippiello.stephen@ptcollege.edu</a>               |
| <b>Department of Health and Human Services Programs</b>                                 |   |   |  |  |
| Temporary Assistance for Needy Families   | Programs authorized under the Social Security Act title IV, part A (TANF)   | PA Department of Human Services               | Felicia Drew, Acting Executive Director,<br>Area 5 Manager | 301 5th Ave, Ste 360<br>Pittsburgh, PA 15222<br>(412) 565-7572<br><a href="mailto:fdrew@pa.gov">fdrew@pa.gov</a>   |
| Community Services Block Grant – Employment and Training Activities, City of Pittsburgh | Employment and training activities carried out under the Community Services Block Grant Act (CSBG) (42 U.S.C. 9901 et seq.) | Pittsburgh Community Services, Inc.           | Pamela Jeneé Wilbon,<br>Interim Executive Director         | 249 N Craig St<br>Pittsburgh, PA 15213<br>(412) 904-4701<br><a href="mailto:odellr@pghcsi.org">odellr@pghcsi.org</a>   |
| Community Services Block Grant – Employment and Training Activities, Allegheny County   | Employment and training activities carried out under the Community Services Block Grant Act (CSBG) (42 U.S.C. 9901 et seq.) | Allegheny County Department of Human Services | Erin Dalton,<br>Director                                   | John Litz<br>1 Smithfield Street<br>Pittsburgh, PA 15222<br>(412) 350-6617<br><a href="mailto:John.Litz@alleghenycounty.us">John.Litz@alleghenycounty.us</a> |
| <b>Department of Housing and Urban Development Programs</b>                             |   |   |  |  |
| HUD Employment and Training Programs  | HUD Employment and Training Programs  | Allegheny County Housing Authority            | Frank Aggazio,<br>Executive Director                       | 625 Stanwix St., 12 <sup>th</sup> Floor,<br>Pittsburgh, PA 15222<br>(412) 402-2450<br><a href="mailto:franka@achsnsg.com">franka@achsnsg.com</a>             |
|   |   | Housing Authority of the City of Pittsburgh   | Caster D. Binion,<br>Executive Director                    | 200 Ross St., 9 <sup>th</sup> Floor,<br>Pittsburgh, PA 15219<br>(412) 456-5012<br><a href="mailto:caster.binion@hacp.org">caster.binion@hacp.org</a>         |
| <b>Additional Partners (Non-Required)</b>   |   |   |  |  |
| Foreign Labor Certification (FLC)   | PA Department of Labor & Industry,<br>Bureau of Workforce Partnership and Operations  |   | Jeff Dick, Assistant Regional Director – Southwest Region  | 151 Pavilion Ln.<br>Youngwood, PA 15697<br>(814) 248-6433<br><a href="mailto:jedick@pa.gov">jedick@pa.gov</a>  |
| Rapid Response  |   |   |  |  |
| New Employment Opportunities for Non-Custodial Parents (NEON)                           | PA Department of Human Services   | Equus Workforce Solutions                     | Mark Douglass,<br>President                                | PA CareerLink Pittsburgh<br>914 Penn Avenue<br>Pittsburgh, PA 15222<br><a href="mailto:mark@equusworks.com">mark@equusworks.com</a>                          |

## Appendix 2: Partner and Program-Specific Exhibits

The following exhibits outline Partner-specific relationships, roles, responsibilities, and requirements provided to or developed in coordination with Partner4Work. The Partners, programs, and services discussed in these exhibits are subject to the outlined requirements in addition to the requirements for all Partners described in previous sections of this MOU. Partner-specific exhibits are not required for each Partner or program of this MOU.

### 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 an:

- Eligible seasonal farmworker or
- Eligible migrant farmworker or
- Eligible MSFW Youth –
- All eligible farmworkers must have completed agricultural work within the most recent 24 months
- 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. In areas where there may be limited numbers of farmworkers (Pittsburgh and Allegheny County Workforce Area), 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, Partner staff or other individuals may contact PathStone 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.

## **Trade Adjustment Assistance Activities**

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

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

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

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

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

- a. The Commonwealth will emphasize and reinforce case management services as a means to maintain performance levels for Trade Act participants. Re-employment services will also be enhanced as a component of case management services for participants who have completed Trade Act training prior to exiting the program. This will ensure that participants are receiving the necessary assistance to enter the workforce with suitable employment in place. These services are provided by the Bureau of Workforce Development & Operations Trade staff located in Central office and PA CareerLink® staff located throughout the state.
- b. The Commonwealth implemented an online application for TAA training, job-search and relocation allowances, the Alternative Trade Adjustment Assistance (ATAA) and Reemployment Trade Adjustment Assistance (RTAA) programs. This online application is accessed via the Internet, and dislocated workers, PA CareerLink® Merit staff and

training providers add information online. PA CareerLink® Merit staff helps trade-affected workers complete their applications, and assess workers' skills and experiences.

- c. The Commonwealth uses Wagner-Peyser resources to provide career services for all job seekers. Pennsylvania's service delivery system provides greater choice and focuses resources where dislocated workers most need them. Dislocated workers receive all WIOA services in a comprehensive PA CareerLink® center. Pennsylvania co-enrolls all TAA-eligible workers in the WIOA program to ensure that all Trade participants receive the full range of assistance available to dislocated workers. These services are provided by our partner network, which includes Title 1 service provider and local Workforce Development Boards.

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

All one-stop operating budget costs must be included in the MOU, allocated according to BWPO's proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The one-stop operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

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

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

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

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

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

## **6. Miscellaneous Provisions**

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

## **Wagner-Peyser (WIOA Title III)**

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

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

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



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

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

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

All one-stop operating budget costs must be included in the MOU, allocated according to BWPO’s proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The one-stop operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

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

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

- Familiarize themselves with the basic eligibility and participation requirements of all BWPO programs, as well as with the available services and benefits offered.
- Review materials summarizing BWPO program requirements and make them available for Partners and customers.

- Develop and utilize intake, eligibility determination, assessment, and registration processes.
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs.
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys.
- Commit to robust and ongoing communication required for an effective referral process, and to actively follow up on the results of referrals.

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

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

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

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

## RESEA - Reemployment Services and Eligibility Assessments

Statewide implementation of the RESEA program was completed by the end of 2018. RESEA is supported by a federal grant to fund additional services to assist UI claimants in becoming reemployed. The PREP program has been eliminated following implementation of the new RESEA program. L&I will select and notify UC claimants to participate in RESEA. Those chosen to participate are identified as most likely to exhaust UC, with military (UCX) claimants receiving first priority as required by the grant.

A WDP 13, RESEA self-scheduling letter, will be mailed to those claimants selected to participate in RESEA. The letter has instructions for the claimants to schedule themselves for a RESEA Orientation in their local PA CareerLink®. The RESEA will consist of an individual personalized service meeting (PSM) with BWPO PA CareerLink® staff. The PSM will consist of an introduction to the RESEA participation requirements and the services provided by the PA CareerLink® as well as an assessment of reemployment services needed, the development of an Individual Employment Plan (IEP) and review and confirmation of the information the claimant provided on the UC eligibility assessment. Each RESEA participant will be scheduled for an appropriate reemployment follow-up activity.

In addition, staff will conduct follow-up phone calls at 30 and 60 days after their initial appointment. During the follow-up phone calls staff will review and update the IEP, provide additional reemployment services, and determine if additional services are needed through the PA CareerLink®. Any UC eligibility issues identified during the RESEA initial interview or follow-up activity will be promptly reported to UC for adjudication.

## Unemployment Compensation Program - PA Department of Labor & Industry

### **Services to be provided:**

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

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

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

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

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

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

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

## **Title II Adult Education and Family Literacy**

Literacy Pittsburgh is the Title II Adult Education and Family Literacy provider for Allegheny County. With its subgrantee, Goodwill of Southwestern PA, classroom services are provided on-site at both PA CareerLink sites. Additionally, job seekers can enroll in any of the learning programs offered by both agencies.

For 38 years, Literacy Pittsburgh has been building better lives through learning, and we are witness to the transformational power of education every day. We impact more than 5,000 individuals in our region each year across 10 sites and maintain hundreds of partnerships in Allegheny and Beaver counties. Thousands of students enrolled at Literacy Pittsburgh make significant educational gains—often the equivalent of two grade levels after just 60 hours of instruction. This accomplishment, along with the self-confidence they develop, enables them to pursue their goals, whether those may be college, career,

business ownership, citizenship, better parenting, or other worthy pursuits. Our program offerings include:

- **Career Readiness**: Classroom instruction and tutoring for GED® preparation, reading, writing, math, workplace, and digital literacy skills to meet personal and professional goals. Career planning services help students in all programs explore family-sustaining wage careers, assess fit, and develop and execute plans to enter training, post-secondary education, and or attain jobs.
- **English Language Learning**: Classroom instruction for immigrants to learn to speak, read and write English and to become familiar with American workplace skills and increase digital literacy. Citizenship classes prepare immigrants and refugees for the naturalization process, including the citizenship test. Our Immigrant Services and Connection program provides service coordination and case management for immigrants facing housing, food, and other barriers.
- **Family and Child Literacy Programs**: Family Literacy is a classroom-based program which helps develop parents' literacy and language skills while fostering a love of learning within their children.

Literacy Pittsburgh's delivery model offers the benefits of both scale and community-based customization. Our Downtown Center serves nearly 1,000 students each year through classroom instruction. Thirty five percent of students in our core programs (career readiness and ELL) are served by approximately 500 volunteer tutors matched at one of eight, staffed community sites.

## **Office of Vocational Rehabilitation (OVR)**

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

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

As a core partner, OVR provides Vocational Rehabilitation Counselor staff liaisons to each operating CareerLink® site in Pittsburgh/Allegheny County. Under local OVR management and supervisor direction, OVR liaison counselors have assigned work days on-site in order to receive referrals for individuals seeking vocational rehabilitation services from system partners and to ensure partner communication

across programs. In addition to liaison counselor staff, OVR business services staff engage in collaboration and partnership to support the business needs of the community related to hiring people with disabilities.

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

All one-stop operating budget costs must be included in the MOU, allocated according to OVR's proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The one-stop operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

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

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

OVR staff are available as needed to provide technical assistance and training related to assistive technology for people with disabilities, accessibility, and disability education to help ensure compliance of all partners. OVR staff are available and will participate in local compliance monitoring of these areas.

## **4. Miscellaneous Provisions**

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

'significant' changes or enhancements would impact commonwealth programs, staff or resources, the One-stop Operator must communicate such plans to District Administrators at least 60 days prior to implementation to ensure continuity and stability of commonwealth programs and services.

## **5. COVID-19**

OVR is committed to ensure the health and safety of our customers and staff, while continuing to provide essential services to assist individuals with disabilities during COVID-19. OVR has continued offering services on a remote, phone contact, or e-mail basis to all stakeholders following the Governor's Order for state office building closures. OVR District Office staff with telework tools have maintained contact with both individual customers and business customers to continue service delivery. OVR is engaged with partners in the development and implementation of a post-pandemic strategic workforce services delivery plan within the CareerLink® system.

## **PA Department of Community and Economic Development**

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

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

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

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

DCED will participate in the local workforce service delivery system via the local CSBG agencies. CSBG agencies located in this local workforce development area may:

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

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

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

### **Allegheny County Housing Authority**

Allegheny County Housing Authority (ACHA) is in support of the vision of the One-Stop Partner MOU for Allegheny County and the City of Pittsburgh. In relation to the common expectations for Partners outlined above in this MOU, ACHA can offer assistance through in-kind provisions, in the form of meeting space made available in various ACHA locations. Residents of ACHA have the freedom of choice to pursue programs such as those offered through PA CareerLink® according to how these programs fulfill their needs. ACHA works to make these programs visible for the residents through resident meetings and/or presentations to residents given by program representatives, and/or information brochure distributions. ACHA will participate in additional discussions as to how our organization can partner with the PA CareerLink® system.

### **Housing Authority of the City of Pittsburgh**

As part of ongoing PA CareerLink® efforts to connect the resources of the workforce development system with people in neighborhoods and community-based settings, PA CareerLink® will perform outreach services in select Family Communities of the Housing Authority of the City of Pittsburgh (HACP). The PA CareerLink® will meet with prospective PA CareerLink® customers, assist in PA CareerLink® registration, connect individuals with resources of the workforce development system and provide other outreach services as needed in order to assist HACP residents. To support the PA CareerLink® in serving its residents, HACP staff will help organize community events, facilitate access to prospective PA CareerLink® customers and coordinate efforts with existing initiatives to serve HACP residents, such as programs of the Community Affairs and Residency Self-Sufficiency Departments. The specific HACP Family Communities to receive the services of a PA CareerLink®, as well as the specific scope of services



provided by the PA CareerLink® representative, will be determined collaboratively by PA CareerLink® and HACP based on the level of need and potential for impact.

## **Foreign Labor Certification (Non-Required Partner)**

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

The H2A (Temporary Agricultural Program) and H2B (Temporary Non- Agricultural Program) help U.S employers fill jobs while protecting U.S. and foreign workers.

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

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

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

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

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

- a. BWPO is in partnership with the PA CareerLink<sup>®</sup> 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 PA CareerLink<sup>®</sup> website.
- b. The Foreign Labor Certification Unit (FLC), a work unit within BWPO Central Office, provides employers with other U.S. Department of Labor (USDOL) mandated foreign labor certification process services, and helps employers complete the SWA related segments of the temporary foreign labor H-2A and H2B.
- c. PA CareerLink<sup>®</sup> staff assist in administering an internet based labor exchange hosted through the PA CareerLink<sup>®</sup> 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 [pacareerlink.pa.gov](http://pacareerlink.pa.gov).
- d. PA CareerLink<sup>®</sup> staff also offer a variety of other employer services including education and training services to help employers build a quality workforce.
- e. PA CareerLink<sup>®</sup> staff help employers fulfill part of the USDOL requirements for FLC by helping them recruit U.S. workers and determine whether or not there are any qualified job applicants available to fill their job postings. The goal, as required, is to find U.S. workers for all positions.

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

All one-stop operating budget costs must be included in the MOU, allocated according to BWPO's proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The one-stop operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

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

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

- Familiarize themselves with the basic eligibility and participation requirements of all BWPO programs, as well as with the available services and benefits offered.
- Review materials summarizing BWPO program requirements and make them available for Partners and customers.

- Develop and utilize intake, eligibility determination, assessment, and registration processes.
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs.
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys.
- Commit to robust and ongoing communication required for an effective referral process, and to actively follow up on the results of referrals.

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

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

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

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

## Rapid Response (Non-Required Partner)

### 1. Description of Service

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

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

### 2. Access to Services

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

- a. Rapid Response activities are triggered when the Department of Labor and Industry learns of a planned closure or layoff either by receiving a notice as required by the Worker Adjustment and Retraining Notification (WARN) Act, through the media, or by contacts in the local area. Services may also be offered when Pennsylvania experiences mass job dislocation as the result of a disaster. There is no charge to the employer or employee for these services and they are provided regardless of the reason for the layoff. These resources are provided by the Bureau of Workforce Development & Operations Rapid Response Staff throughout the state.
- b. Fact Findings and Rapid Response Informational Meetings, which include presentations and organized activities, are led by the Bureau of Workforce Development & Operations Rapid Response Staff throughout all phases of the layoff/closure business cycle.
- c. Rapid Response Staff are responsible for organizing the necessary partners to present information on the PA CareerLink® system, Unemployment Compensation, and Social Service Agency Support Systems, as well as serving as an intermediary during the

employee's transition. Rapid Response provides an introduction to the workforce system and helps workers and employers navigate the system. Convening, facilitating, and brokering connections, networks, and partners.

- d. Communication of Rapid Response services will be coordinated through its partner network, which includes Economic Development, Business Service Teams, Title 1 service providers, the One-Stop Operator, and local Workforce Development Boards.

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

All one-stop operating budget costs must be included in the MOU, allocated according to BWPO's proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The one-stop operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

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

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

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

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

All Partners agree that they will not discriminate in their employment practices or services based on gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or based on any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further

assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All Partners will cooperate with compliance monitoring that is conducted at the Local level to ensure that all PA CareerLink® programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices must be available to ensure physical and programmatic accessibility within the PA CareerLink®.

## **6. Miscellaneous Provisions**

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

## Appendix 3: Partner Service Access

The below chart illustrates how access to Partner programs and services will be provided at each PA CareerLink® center in the Pittsburgh and Allegheny County WDAs, including the Downtown Pittsburgh and Allegheny East locations.

Access Types:

1. Having a staff member of the Partner program physically present at a PA CareerLink® site,
2. Having a staff member of a different partner program physically present at a PA CareerLink® site and appropriately trained to provide information to customers about the Partner program's services and activities, or
3. Making available a direct linkage through technology to a staff member of the Partner program who can provide meaningful information or services.

| Program                                     | Partner(s)  | Direct Service Provider  | PA CareerLink® - Allegheny East Access Type(s) | PA CareerLink® - Pittsburgh Access Type(s) |
|---|---|--------------------------|--|--|
| <b>Department of Labor Programs</b>         |   |                          |  |  |
| WIOA Adult                                  | Partner4Work  | Indirect; Sub-Recipients | 1  | 1  |
| WIOA Dislocated Worker                      | Partner4Work  | Indirect; Sub-Recipients | 1  | 1  |
| WIOA Youth                                  | Partner4Work  | Indirect; Sub-Recipients | 1  | 1  |
| REO Program                                 | Partner4Work  | Indirect; Sub-recipients | 1  | 1  |
| YouthBuild                                  | Garfield Jubilee                                      | Yes                      | 2,3  | 2,3  |
| Indian and Native American Program          | COTRAIC   | Yes                      | 3  | 3  |
| Migrant and Seasonal Farmworker Program     | PathStone   | Yes                      | 2,3  | 2,3  |
| Job Corps                                   | Pittsburgh Job Corps                                  | Yes                      | 2,3  | 2,3  |
| Senior Community Service Employment Program | AARP Foundation                                       | Yes                      | 2,3  | N/A  |
|   | Urban League of Greater Pittsburgh                    | Yes                      | N/A  | 2,3  |
| Trade Adjustment Assistance                 | Bureau of Workforce Partnership and Operations (BWPO) | Yes                      | 1  | 1  |
| Wagner-Peyser                               | Bureau of Workforce Partnership and Operations (BWPO) | Yes                      | 1  | 1  |
| Jobs for Veterans                           | Bureau of Workforce Partnership and Operations (BWPO) | Yes                      | 1  | 1  |
| Unemployment Compensation                   | PA Department of Labor & Industry                     | Yes                      | 1  | 1  |
| Nat'l Dislocated Worker Grants (DWGs)       | ARM Institute   | Yes                      | 3  | 3  |

| <b>Department of Education Programs</b>                             |   |                          |                |                |
|---|---|--------------------------|----------------|----------------|
| Adult Education and Family Literacy                                 | Literacy Pittsburgh                                   | Yes                      | 1,2,3          | 1,2,3          |
|   | Allegheny Intermediate Unit (AIU)                     | Yes                      | 2, 3           | 2, 3           |
| Vocational Rehabilitation   | Office of Vocational Rehabilitation (OVR)             | Yes                      | 1              | 1              |
| Perkins Post-Secondary CTE  | Community College of Allegheny County                 | Yes                      | 2,3            | 2,3            |
|   | Rosedale Technical College                            | Yes                      | 2,3            | 2,3            |
|   | Pittsburgh Technical College                          | Yes                      | 2,3            | 2,3            |
| <b>Department of Health and Human Services Programs</b>             |   |                          |                |                |
| TANF  | PA Department of Human Services                       | Yes                      | 2,3            | 2,3            |
| Community Services Block Grant – Employment and Training Activities | Pittsburgh Community Services, Inc.                   | Yes                      | N/A            | 2,3            |
|   | Allegheny County Department of Human Services         | Indirect; Sub-Recipients | 3              | N/A            |
| <b>Department of Housing and Urban Development</b>                  |   |                          |                |                |
| HUD Employment and Training Activities                              | Allegheny County Housing Authority                    | Yes                      | 2,3            | Not Applicable |
|   | City of Pittsburgh Housing Authority                  | Yes                      | Not Applicable | 2,3            |
| <b>Additional Partners</b>  |   |                          |                |                |
| Foreign Labor Certification (FLC)                                   | Bureau of Workforce Partnership and Operations (BWPO) | Yes                      | 1              | 1              |
| Rapid Response  | Bureau of Workforce Partnership and Operations (BWPO) | Yes                      | 1              | 1              |
| New Employment Opportunities for Non-Custodial Parents (NEON)       | Equus Workforce Solutions                             | Yes                      | 2,3            | 1              |



## Appendix 4: Commonwealth Required Terms and Conditions

### 1. COMMONWEALTH HELD HARMLESS

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

### 2. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Parties agree:

- a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Agreement or any subcontract, the Party, each subcontractor, or any person acting on behalf of a Party or subcontractor shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b. No Party nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under this Agreement.
- c. The Parties and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- d. The Parties and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the Agreement relates.
- e. The Parties and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. Each Party and each subcontractor further represents that it has filed the requisite EEO report (e.g., EEO-1,

EEO-3, EEO-4, EEO-5) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended. 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 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 provisions, “Contractor” means the individuals or entities that have entered into this Agreement with the Commonwealth and “contract” means this Agreement.

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

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

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

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

- 6) Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- 7) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- 8) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 9) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

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

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

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

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

Department of General Services  
Office of Chief Counsel  
603 North Office Building

Harrisburg, PA 17125  
Telephone No: (717) 783-6472  
FAX No: (717) 787-9138

**5. AMERICANS WITH DISABILITIES ACT**

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

**6. APPLICABLE LAW**

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