



Memorandum of Understanding
For
Partners of the PA CareerLink®
Lancaster County, Pennsylvania

Implemented: July 1, 2020

Developed by
LANCASTER COUNTY WORKFORCE DEVELOPMENT BOARD
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*The enclosed specifications may be modified as required by
The Pennsylvania Department of Labor and Industry, the United States Department of Labor,
Lancaster County Workforce Development Board, and/or Chief Local Elected Officials.*

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

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Legal Authority

The Workforce Innovation and Opportunity Act (WIOA) sec. 121(c)(1) requires the Local Board, with the agreement of the Chief Local Elected Officials (CEOs), to develop and enter into a Memorandum of Understanding (MOU) between the Local Board and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local area. This requirement is further described in the Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance.

Additionally, the sharing and allocation of infrastructure costs among One-Stop Partners is governed by WIOA sec. 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200.

Memorandum of Understanding

This MOU is executed between the Lancaster County Workforce Development Board (LCWDB), the PA CareerLink® system partners (Partners), and the Lancaster County Commissioners, acting as the Chief Local Elected Officials (CEO). They are collectively referred to as the “Parties” to this MOU. The PA CareerLink® Lancaster County is a proud member of the American Job Center Network.

This MOU is developed to confirm the understanding of the Parties regarding the operation and management of the PA CareerLink® Lancaster County. The LCWDB provides local oversight of workforce programming in Lancaster County.

LCWDB, with the agreement of the CEO, has competitively procured and selected the operator consortium of partner agencies inclusive of Educational Data Systems, Inc., Lancaster County Career and Technology Center, and Lancaster-Lebanon Intermediate Unit 13, collectively referred to as “Operator”. The Operator consortium is contracted through June 30, 2021, and a new procurement for this service will be released late 2020 or early 2021.

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

The Vision, Mission, System Structure, Terms and Conditions, One-Stop Operating Budget, and Infrastructure Funding Agreement outlined herein reflect the commitment of the Parties to their job-seeker and business customers as well as to the overall Lancaster County PA Careerlink® operations.

Introduction

Workforce development in today’s market must be adaptive to changes in employment markets and labor skills. Add technological advancements, and the environment can become even more difficult to traverse. Gone are the days of newspaper classified ads and simple online listings as primary means of employer/employee connections. Social media, online employment website, and professional talent search companies all stake claim to the “best” choice for employment needs. The LCWDB believes that

the local system provided through the PA CareerLink® centers offers the local expertise and experience to best assist our area employers and job seekers.

LCWDB maintains and is dedicated to maintaining at least one PA CareerLink® center in Lancaster County. Job placement assistance, education, training and counseling will be offered in order to achieve a skilled workforce and economic development throughout the region. The PA CareerLinks® are the “frontline” location where services collocate to fill employer’s needs with qualified applicants. PA CareerLink® succeeds in creating integrated locations and a unified structure and process of proactive, transparent, and effective job seeker and business services, orchestrated by a seamless collaboration of talent development and support agencies.

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

Vision

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

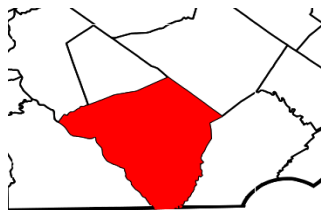
Mission

The mission of LCWDB is to develop policies, oversee public funds, and procure services that will help employers and job seekers throughout Lancaster County. The system will be customer-focused and incorporate workforce, education, and social services with common goals and practices.

System Structure

LCWDB currently operates one (1) PA CareerLink® center. The center is staffed with multiple programs and service providers working together to meet the needs of job seekers and employers. The center was established under the Workforce Investment Act of 1998 (WIA) and is continued by the Workforce Innovation and Opportunity Act of 2014 (WIOA). In 2020, the LCWDB requested the Title I provider, EDSI, to launch “satellite” offices, the first being Columbia, PA.

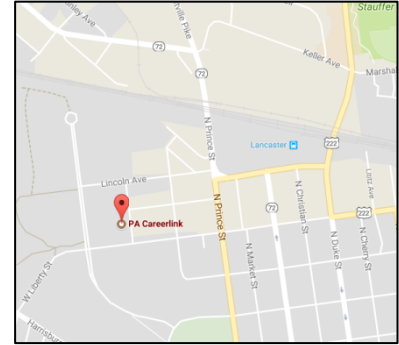
PA CareerLink® Lancaster County
1016 North Charlotte Street
Lancaster, PA 17603
Phone: (717) 509-5613
www.jobs4lanaster.com
Site Administrator: Judy Wechter
Email: jwechter@jobs4lanaster.com



Hours of operation:

Monday – Friday 8:30 a.m. – 5:00 p.m.

Wednesdays 8:30 a.m - 7:00 p.m.



One-Stop Operator

LCWDB selected a one-stop operator through a competitive process in accordance with the Uniform Guidance, WIOA and its implementing regulations, and local procurement laws and regulations. LCWDB requested a consortium-based operator model to operate its PA CareerLink® center. All documentation for the competitive one-stop operator procurement and selection process is available at the LCWDB main office. The State requires that the one-stop operator is re-competed at least once every four years. Functional details are outlined in the Roles and Responsibilities of Partners section, under One-Stop Operator. The successful operator consortium for the LCWDB includes partner agencies Educational Data Systems, Inc., (EDSI), Lancaster County Career and Technology Center (LCCTC), and Lancaster-Lebanon Intermediate Unit 13 (LL UI13). The contract for this operator is from July 1, 2017, through June 30, 2018, with the option to renew annually through June 30, 2021.

PA CareerLink® Required Partners

Programs representing the Department of Labor, Department of Education, Department of Health and Human Services, Department of Housing and Urban Development, and Department of Justice have been identified as required partners in all comprehensive PA CareerLink® centers.

The following programs are present in the local area and are represented in the center:

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

The following programs are included as required programs, but do not operate in our local area. Referrals to regional providers are available from the PA CareerLink® staff upon request:

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

Local representatives of these required partners, along with local contacts and MOU signatories, infrastructure costs, and staffing surveys can be found listed for each PA CareerLink® center in Attachments A-D at the end of this document.

PA CareerLink® Optional Partners

Optional Partners are non-mandated partners who participate in the delivery of workforce services in Lancaster County and have an interest in being a partner the Lancaster County CareerLink. Optional partners will contribute to the infrastructure costs of CareerLink.

Terms and Conditions

Partner Services

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

These services have been developed by:

- Lancaster Workforce Development Board

These services have been negotiated and agreed to by:

- LCWDB One-Stop Operator Consortium

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

- Workforce Innovation and Opportunity Act of 2014
- Lancaster County Commissioners, acting as the Chief Local Elected Official (CEO)
- Commonwealth of PA Labor & Industry Bureau of Workforce Development Administration.

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

Roles and Responsibilities of Partners

The Parties to this agreement will work closely together to ensure that PA CareerLink® Lancaster County is a high-performing work place with staff that will ensure quality of service. The Parties will also work to ensure that onsite representative of partner organizations are aware of the details and expectations of this MOU.

All Parties

All Parties to this agreement shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352)
- Section 504 of the Rehabilitation Act of 1973, as amended
- The Americans with Disabilities Act of 1990 (Public Law 101-336)

- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99)
- Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38)
- The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603)
- All amendments to each all requirements imposed by the regulations issued pursuant to these acts.

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

Additionally, all Parties shall:

- Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section above
- Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers

Chief Elected Officials

The Chief Elected Officials (CEO) for Lancaster County are the three Lancaster County Commissioners .

The CEO will, at a minimum,:

- In Partnership with the LCWDB and other applicable Partners within the planning region, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by all Local WDBs and their Partners, and that incorporates plans for each of the Local areas in the planning region,
- Approve the LCWDB budget and PA CareerLink® Lancaster County cost allocation plans,
- Approve the selection of the one-stop operator following the competitive procurement process,
- Coordinate with the LCWDB to oversee the operations of the PA CareerLink® Lancaster County.

Lancaster County Workforce Development Board

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

- In partnership with the CEO 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 LCWDB and its Partners, and that aligns its strategic vision, goals, objectives, and workforce-related policies to the regional plan and economy,
- In partnership with the CEO and other applicable Partners within the planning region, develop and submit a single regional plan that includes a description of the activities that shall be

undertaken by all Local WDBs and their Partners, and that incorporates plans for each of the Local areas in the planning region,

- In collaboration and partnership with CEO and other applicable Partners within the planning region, develop the strategic regional vision, goals, objectives, and workforce-related policies,
- In cooperation with the CEO design and approve the PA CareerLink® network structure. This includes, but is not limited to:
 - Adequate, sufficient, and accessible one-stop center locations and facilities
 - Sufficient numbers and providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities)
 - A holistic system of supporting services, and
 - One or more competitively procured one-stop operators.
- In collaboration with the CEO, designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator(s),
- Identify, negotiate, approve Partners to co-locate in PA CareerLink® center,
- Determine the role and day-to-day duties of the one-stop operator,
- Approve annual budget allocations for operation of the PA CareerLink® Lancaster County,
- Leverage additional funding for the PA CareerLink® Lancaster County to operate and expand one-stop customer activities and resources,
- Review and evaluate performance of the LCWDB one-stop operator.

Lancaster Workforce Development Board Staff

Specific responsibilities include, at a minimum:

- Assist the CEO and the LCWDB with the development and submission of a single regional plan
- Support the LCWDB 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 LCWDB, and
- Oversee negotiations and maintenance of MOUs with one-stop Partners.

One-Stop Operator

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

- Establishing effective management structures and processes consistent with this Agreement;
- Conducting ongoing analysis of PA CareerLink® Lancaster County operations and conducting appropriate problem solving, continuous improvement, and corrective action activities;
- Surveying customer satisfaction;
- Fostering an integrated organizational structure;
- Identifying and communicating to all Partners and staff the vision, mission and values of the PA CareerLink® Lancaster County;

- Assisting all Partners to achieve the levels of performance expected of them by their funding source;
- Providing all Partners and staff with all information and communications needed for their optimal performance as part of the PA CareerLink® Lancaster County;
- Staff development;
- Providing guidance and oversight to the PA CareerLink® Lancaster County Site Administrator;
- Procuring the necessary equipment and materials financed through the Resource Sharing Agreement.
- The Operator will provide the WDB on at least a quarterly basis a report on performance on the following system measures;
 - Customer Satisfaction – job seeker
 - Customer Satisfaction – employer
 - Job seeker activity
 - Staff development participation
 - Employer participation activities
- The Operator will provide the WDB on at least a monthly basis a report on performance of the following system measures:
 - Job postings
 - Number of new employers registered in CWDS
 - Number of jobs per program (Adult, Dislocated Worker, EARN, Work Ready, Out of School Youth)
 - Average wage per program (Adult, Dislocated Worker, EARN, Work Ready, Out of School Youth)
 - Resource Room activity including number of individuals entering the

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

PA CareerLink® Lancaster County Partners

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

- Effective communication, information sharing, and collaboration with the one-stop operator
- Joint planning, policy development, and system design processes
- Commitment to the joint mission, vision, goals, strategies, and performance measures
- The design and use of common intake, needs assessment, referral, and case management processes for PA CareerLink® center customer service
- The use of common and/or linked data management systems and data sharing methods, as appropriate

- Leveraging of resources, including other public agency and non-profit organization services,
- Participate in community outreach, representing the PA CareerLink® and providing an overview of the services of the Center
- Assist in coverage of the Career Resource Center, assisting customers by assigning staff and committing a percentage of hours equal to their sq. footage allocated in the Resource Sharing Agreement Budget (RSAB)
- Offer workshops or information sessions related to work-readiness during Wednesday evening hours at least once per month and via virtual access at least once per month
- Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

Professional Conduct

Regardless of role within the PA CareerLink®, all Partner positions are important. In each interaction with a wide range of internal and external customers, Partners present the face of PA CareerLink®. All customers, co-workers and Partners rely on quality customer service and professionalism. As a result, it is the expectation of the LCWDB that every member of the PA CareerLink® team presents themselves as a professional capable of meeting the needs and expectations of job seekers and employer customers alike.

Leadership

- Primary supervision for each Partner staff will remain with his/her employer of record
- All Partner agencies agree to PA CAREERLINK® participation and functional leadership by the PA CAREERLINK® site administrator, which in this instance is supervision related to the goals of the PA CareerLink® Lancaster County

Customer Service

- Work with Site Administrators to become familiar with the customers, both job seekers and employers.
- Provide exemplary service to all customers.
- Respond to requests for assistance and other inquiries in a timely manner

Courtesy

- Be kind, courteous, professional, and respectful to customers, co-workers, direct reports, supervisors, managers, external partners, and the public.
- Refrain from behaviors, actions, or language constituting workplace harassment or bullying.
- Value diversity and value each other.

Ethics

- Partners must conduct themselves according to the highest ethical standards and promote an environment of public trust that is free from conflicts of interest, fraud, abuse of authority, and misuse of public property

Communications

- Be open and honest. Adult-to-adult conversations are essential to earning the trust of customers, coworkers, supervisors/managers and Partners.

- Greet people with a smile and a friendly word; it is an act of respect. Think about the customer; how will all communication be received and perceived?
- Do not engage in idle gossip or rumor mongering. All questions or concerns should be brought to the site administrator.
- **CELL PHONES** - Refrain from checking devices (such as iPhone, laptop, iPad, PC, etc.) for messages when meeting with an individual, attending a group meeting, while in training, or within sight of customer traffic.
 - In most meeting situations, cell phones should be off.
 - Even if ringtones are muted or the phone is set to vibrate, it is generally impolite and disruptive to answer calls while meeting with others.

Teamwork

- Work as a team for the good of the PA CareerLink® and its customers.
- Share information and good ideas to improve operations and outcomes.
- Celebrate each other's achievements to promote the success of our center.
- Be receptive to constructive feedback.
- Be open to input from coworkers, other Partners, and LCWDB staff.
- Seek help when needed it and give help when asked.

Professionalism

- Be knowledgeable about PA CareerLink® business, community, and customers
- Conduct business and complete tasks proficiently
- Represent the LCWDB and PA CareerLink® in a professional manner
- Hold honesty and integrity as essential character traits
- Maintain a positive attitude and aspire to excellence
- Report to work properly attired and with good hygiene.
- Seek professional and personal growth opportunities and attend training that enhance professional behavior such as staff meetings, cross-partner workshops, and state or LCWDB sponsored trainings
- Presenting a professional appearance and attire at all times
- Maintaining good work habits (e.g., practicing common courtesy, maintaining a neat workspace, being punctual, appreciating diversity, exceeding customer expectations)
- Compliance with a practice of established professional and ethical standards
- Maintaining adequate levels of staffing during all hours of operation, including non-traditional hours

Safety

- Be aware of all PA CareerLink® emergency response procedures, fire exits, and phone call contacts in the case of an emergency.
- Use good judgment in decision-making and follow safety guidelines where appropriate. If there is a question on the appropriate course of action, clarify the question with the site administrator before proceeding.

Smoking Policy

- It is the policy of LCWDB PA CareerLink® to prohibit smoking on all PA CareerLink® premises in order to provide and maintain a safe and healthy work environment for all employees. The law defines smoking as the "act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind." PA CareerLink® policy also includes e-cigarettes and vaping mechanisms.
- Smoking must be done no fewer than 100 feet from the front entrance to the PA

CareerLink®. Partners are asked to adhere to this policy.

- Partners are also asked to be cognizant of smoking breaks they are taking during the course of the day and limit them to the time allowances of their employer of record.

Responsibility and Accountability

- Meet commitments and deadlines.
- Be “work focused”; dependable and accountable; productive.
- Take care of personal needs and business during breaks and lunch period
- Notify supervisor and site administrator as far in advance as possible when a deadline may be missed or if Partners will not be in the center on a particular time or day.
- Follow instructions and directions given by a LCWDB staff, site administrator, or committee lead in a timely and respectful manner.
- Lock or log off computers when away from office or workstation.

Data Sharing

Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers’ interaction with the integrated system and allows information collected from customers at intake to be captured once.

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

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

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

All one-stop center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in OVR records. All CareerLink representatives must review and sign the Commonwealth of Pennsylvania’s policy on PII.

Confidentiality

All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all of the other Parties.

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

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

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

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

Referrals

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

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, **for each of the Partners' programs represented in the PA CareerLink® Lancaster County**
- Develop materials summarizing their program requirements and making them available for Partners and customers
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs
- Regularly participate in evaluations of the referral process, including the use of customer satisfaction surveys
- Commit to robust and ongoing communication required for an effective referral process

- Commit to participating in entering services to the PA CareerLink® network system of record (CWDS) is able to ensure proper documentation of customer contacts, updates, and outcomes, and
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

Accessibility

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

Physical Accessibility

The PA CareerLink® Lancaster County will maintain a culture of inclusiveness, and the physical characteristics of the facility, both indoor and outdoor, will meet the standards of accessible design. Services will be available in a convenient, high traffic, and accessible location, taking into account reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an "equal and meaningful" manner providing access for individuals with disabilities.

Virtual Accessibility

In the Spring 2020, the LCWDB worked with the Title I Provider to launch all in-person services on a virtual platform. The partners agree that virtual access will continue to be offered and that any services that are virtually available through their programs are made known throughout the CareerLink® team. 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 LCWDB to post content through its website.

Communication Accessibility

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

Programmatic Accessibility

All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. Partners must

assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All Partners will cooperate with compliance monitoring that is conducted at the Local level to ensure that all PA CareerLink® programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. The LCWDB and the PA CareerLink® Lancaster County have communication plans and tools to remain inclusive of all potential customers.

Outreach

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

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

Outreach materials promoting the PA CareerLink® must follow guidelines related to usage of the PA CareerLink® and American Job Center Network® logos. These guidelines can be found at the Penna. Dept. of Labor and Industry's webpage on Workforce System Directives, under WSP 121-06 – Common Identifier. Such materials are required to be approved the PA CareerLink® Lancaster County site administrator before production and distribution of materials.

Monitoring

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

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

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

Non-Discrimination and Equal Opportunity

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

Indemnification

All Parties to this MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non-State, for the consequences of any act or omission of any third party. The Parties acknowledge the LCWDB and the PA CareerLink® one-stop operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the LCWDB or the PA CareerLink® one-stop operator.

Severability

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

Drug and Alcohol-Free Workplace

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

Certification Regarding Lobbying

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

Debarment and Suspension

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

Priority of Service

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

Buy American Provision

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

Salary Compensation and Bonus Limitations

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

Non-Assignment

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

Governing Law

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

Steps to Reach Consensus

Notification of Partners

The LCWDB Chair and/or LCWDB Executive Director must notify all Parties in writing that it is necessary to renew and execute the MOU and provide all applicable policies and preceding MOU documents, as applicable.

Dispute Resolution

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

- All Parties are advised to actively participate in Local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.
- Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the LCWDB Chair, LCWDB Executive Director, and PA CareerLink® Lancaster County Operators and all Parties to the MOU regarding the conflict within 30 business days.
- The LCWDB Chair or the LCWDB Executive Director shall place the dispute on the agenda of a special meeting of the LCWDB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a two-thirds majority consent of the Executive Committee members present.
- The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies.
- The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure.
- The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.
- The LCWDB Executive Director will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution.

Modification Process

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

Notification

When a Partner wishes to modify the MOU, the Partner must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s).

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

Partners are requested to inform LCWDB of their intentions to remain as a Partner for upcoming years at least 30-days prior to the end of the term of the MOU.

Discussion/Negotiation

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

Depending upon the type of modification, this can be accomplished through email communications of all the Parties. If the proposed modification is extensive and is met with opposition, the LCWDB Chair and/or LCWDB Executive Director may need to call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, a modification will be processed.

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

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

Signatures

The LCWDB Chair and/or LCWDB Executive Director must immediately circulate the MOU modification and secure Partner signatures within four (4) weeks. The modified MOU will be considered fully executed once all signatories have reviewed and signed.

The modification may be signed in counterparts, meaning each signatory can sign a separate document as long as the LCWDB Chair and/or LCWDB Executive acquires signatures of each party and provides a complete copy of the modification with each party's signature to all the other Parties.

Effective Period

This MOU is entered into and becomes effective on July 1, 2020, upon signing by the final signatory below and must terminate on June 30, 2024 unless any of the reasons in the Termination section below apply. The process within the MOU will be repeated after four years for all Partners and non-substantive changes can be made without renewal of the MOU prior to 2024.

Termination

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

- All Parties mutually agree to terminate this MOU prior to the end date.
- Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
- WIOA is repealed or superseded by subsequent federal law.
- Local area designation is changed under WIOA.
- In the event that a Partner desires to terminate this MOU, the Party shall provide LCWDB with ninety (90) days' written notice of the effective date of the termination, during which time the terminating Partner shall continue to perform all of its obligations under its Resource Sharing Agreement Budget with LCWDB until the effective date of the termination.
- A party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the LCWDB Chair or LCWDB Executive Director specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

In the event of termination, the Parties to the MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

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

Resource Sharing Agreement

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

- Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area,
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
- Ensures that costs are appropriately shared by PA CareerLink® Partners by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider this RSA the master budget that is necessary to maintain the LCWDB's high-standard PA CareerLink®. Furthermore, the RSA will be the actual document that assigns each partner's shared cost, or contribution, of funding the PA CareerLink® Lancaster County pursuant to the provisions of this MOU and its subparts. The RSA will be recognized as an addendum to this MOU and that all

parties may announce their consensus of the RSA through the exchange of correspondence between the local board and Partners or by some other agreed upon procedure. Such agreed upon amendments, or modifications, will become part of this MOU. It includes the following cost categories, as required by WIOA and its implementing regulations:

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

All costs will be allocated according to Partners' proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The PA CareerLink® RSA is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

Detailed RSA Budgets can be found for each PA CareerLink® Lancaster County partner in Attachments A-B.

RSA Budget Process

At the beginning of the calendar year, LCWDB will make every effort to provide the PA CareerLink® operator and Partners preliminary shared costs based upon actual figures from the prior year or sound estimates of these costs. LCWDB will work with Bureau of Workforce Development Administration (BWDA) to estimate available state partner funds. LCWDB will work with the PA CareerLink® operator and Partners to collect, compile, and analyze a preliminary statement of benefits as it relates to the RSAs and the identification of all shared costs at the PA CareerLink® site. LCWDB will assign dollar values and validate appropriate methodologies for assigning a fair share of allocable PA CareerLink® costs. Prior to June of each year, the finalized shared costs will then be entered into the RSA and approved by the PA CareerLink® Partners. The PA CareerLink® Partners must sign the RSA and the signature pages will be attached to the MOU as an Addendum. Once the RSA is executed, LCWDB will submit the RSA Budget to BWDA for review and concurrence.

Cost Allocation Methodology

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

The Unemployment Insurance program, as a required partner, must contribute to the cost of infrastructure and certain additional services. Even if not physically co-located within the PA CareerLink® Centers, a significant number of UI customers use the local PA CareerLink® system to access services such as:

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

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

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

This table shows each Partner's percent allocation (broken down by methodology), which determines their annual contribution to the cost of operating the PA CareerLink. These methodologies are primarily based on partner square footage accompanying the RSA. (Note: the table also shows funds from non-Partner entities.)

Cost Reconciliation and Allocation Base Update

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

The LCWDB will provide a RSA – Financial Status Report on or before 45 days after the end of the quarter to the Partners.

Infrastructure Funding Agreement (IFA)

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

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

All Parties to this MOU and IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the PA CareerLink® center or not.

Partners

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

Infrastructure Budget

The chart below is specific to the "Infrastructure Cost" category (detailed budget is included for the PA CareerLink® in Attachments B.

Cost Pool	Cost Item	Total
Facility/Building	Rent/Facility Costs	\$537,094
Operations	CRC telephones, State LAN, Janitorial, Copier, IT Network and Support, Supplies, Resource/Training materials, Printing, OTP Language Line, Reasonable Accom.	\$258,885
Total		\$795,979

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Cost Allocation Methodology

All Parties agree that the cost allocation methodology for this IFA will be the same as described in the Cost Allocation Methodology section of the MOU, subpart Resource Sharing Agreement.

Cost Reconciliation and Allocation Base Update

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

Steps to Reach Consensus

All Parties agree that the steps to reach consensus for this IFA will be the same as described in the Steps to Reach Consensus section of the MOU. Partners will make a concerted effort to negotiate the IFA along with the remainder of the MOU, including the overall operating budget, for the PA CareerLink® Lancaster County.

Dispute and Impasse Resolution

All Parties will actively participate in Local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, the process outlined in the Dispute Resolution section of the MOU must be followed.

If Partners in a local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the IFA, then an impasse is declared and the State Funding Mechanism (SFM) is triggered.

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

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

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

The LCWDB Chair (on behalf of the CEO) must provide the appropriate and relevant materials and documents used in the negotiations to the Governor, preferably at the time of the notification of failure to reach consensus, but no later than ten (10) business days thereafter. At a minimum, the LCWDB Chair (on behalf of the CEO) 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,
- Any proposed or agreed upon American Job Center budgets (for individual centers or a network of centers), and
- Any partially agreed upon, proposed, RSA or RSAB.
- Any partially agreed upon, proposed, or draft IFAs.

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

- *Step 3: Governor Determinations and Calculations*

The Governor will:

- Determine one-stop center infrastructure budget(s),
- Establish cost allocation methodology(s),
- Determine Partners' proportionate shares,
- Calculate statewide caps,
- Assess the aggregate total of infrastructure contributions as it relates to the statewide cap, and
- Adjust allocations.

Once all determinations and calculations are completed, the Governor will notify LCWDB Chair of the final decision and provide a revised IFA for execution by the Parties.

- *Step 4: Infrastructure Funding Agreement Execution*

The Infrastructure Funding Agreement becomes effective as of the date of signing by the final signatory. Programs may appeal the Governor's determinations of their infrastructure cost contributions in accordance with the process established under 20 CFR 678.750, 34 CFR 361.750, and 34 CFR 463.750.

Modification Process

All Parties agree to abide by the process for modification, as outlined in the Modification Process section of the MOU

Effective Period

The IFA #1 is entered into and becomes effective on July 1, 2020, upon signing by the final signatory below and must terminate on June 30, 2021 because of the relocation of the CareerLink occurring or unless any of the reasons in the Termination Section of the MOU apply. The IFA #2 is entered into and becomes effective July 1, 2021 and must terminate December 31, 2021 unless any of the reasons in the Termination Section of the MOU apply. The IFA #3 is entered into and becomes effective January 1, 2022 and must terminate June 30, 2024. The process within the MOU will be repeated every four years for all Partners. Non-substantive changes may be made prior to 2024.

Definitions

Additional Costs

Shared operating costs and shared services costs may include costs of shared services that are authorized for and may be commonly provided through the one-stop Partner programs, including initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services, referrals to other one-stop Partners, and business services.

[WIOA sec. 121(i)(2); 20 CFR 678.760(b); 34CFR 361.760(b); 34 CFR 463.760(b); and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 4-5, Attachment II)]

Allocation

Allocation means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. [2 CFR 200.4]

Cost Objectives

Cost objective means a program, function, activity, award, organizational subdivision, contract, or work unit for which cost data are desired and for which provision is made to accumulate and measure the cost of processes, products, jobs, capital projects, etc. A cost objective may be a major function of the non-federal entity, a particular service or project, a federal award, or an indirect (Facilities & Administrative (F&A)) cost activity, as described in Subpart E—Cost Principles of this Part. See also 2 CFR §§ 200.44 Final cost objective and 200.60 Intermediate cost objective. [2 CFR 200.28]

Funding Types

Cash

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

Third-Party In-Kind

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

[20 CFR 678.720; 20 CFR 678.760; 34 CFR 361.720; 34 CFR 361.760; 34 CFR 463.720; and 34 CFR 463.760]

Infrastructure Costs

Costs that are necessary for the general operation of the one-stop center, including but not limited to applicable facility costs (such as rent), costs of utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities. Common identifier costs may be considered as costs of one-stop infrastructure. [WIOA sec. 121(h)(4); 20 CFR 678.700(a)-(b); 34 CFR 361.700(a)-(b); and 34 CFR 463.700(a)-(b)]

Infrastructure Funding Agreement (IFA)

The IFA contains the infrastructure costs budget that is an integral component of the overall resource sharing agreement. The other component of the one-stop operating budget consists of applicable career services, shared operating costs, and shared services, which are considered additional costs. While each of these components covers different cost categories, a resource sharing agreement would be incomplete if any of these cost categories were omitted, as all components are necessary to maintain a fully functioning and successful local one-stop delivery system. Therefore, the Departments strongly recommend that the Local WDBs, One-Stop Partners, and CEOs negotiate the IFA, along with additional costs when developing the operating budget for the local one-stop system. The overall one-stop operating budget must be included in the MOU. IFAs are a mandatory component of the local MOU,

described in WIOA sec. 121(c) and 20 CFR 678.500 and 678.755. Similar to MOUs, the Local WDB may negotiate an umbrella IFA or individual IFAs for one or more of its one-stop centers.

The Departments also consider it essential that the IFA include the signatures of individuals with authority to bind the signatories to the IFA, including all One-Stop Partners, CEO, and Local WDB participating in the IFA.

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

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

One-Stop Delivery System

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

[20 CFR 678.300(a); 34 CFR 361.300(a); and 34 CFR 463.300(a)]

Resource Sharing Agreement (RSA)

The resource sharing agreement (RSA) of PA CareerLink® service delivery system is the financial plan that the One-Stop Partners, the CEO, and the Local WDB have agreed to in the MOU that will be used to achieve their goals of delivering services in a local area. The MOU must contain, among other things, provisions describing how the costs of shared services provided by the one-stop system and the operating costs of such system will be funded, including the infrastructure costs for the one-stop system (WIOA sec. 121(c)(2)(A) and 20 CFR 678.500(b)).

The RSA may be considered the master budget that contains a set of resource sharing components that consist of costs specifically identified in the statute: infrastructure costs, defined in WIOA sec. 121(h)(4); and additional costs which must include applicable career services and may include shared operating costs and shared services that are related to the operation of the one-stop delivery system and do not constitute infrastructure costs. These additional costs are described in WIOA sec. 121(i). The resource sharing agreement must be periodically reconciled against actual costs incurred and adjusted accordingly. This reconciliation helps to ensure that the budget reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to the partner's use of the one-stop center and relative benefit received. The one-stop operating budget may be further refined by the One-Stop Partners, as needed, to assist in tracking of their contributions. One-Stop operating costs include infrastructure costs and additional costs, which are made up of applicable career service, shared operating costs and shared services. *[TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System(pp. 3-4)]*

**Attachment A: Infrastructure Funding Agreement #1- PA CareerLink®
Lancaster County 7/1/2020 through 06/30/2021**

See attachment IFA #1

Attachment B: PA CareerLink® Lancaster County Partners

The following chart lists all required Partners, including those not located in the LCWDB service region and therefore not represented in the local service system. Referrals to neighboring service providers are available upon request for: Native Programs; Migrant and Seasonal Farmworker Program; Youth Build Program; Reintegration of Offenders Programs.

Part A: Program Representation/Signatories

Program	Local Partner	Contact Person	Signatory	On-Site	Cost
Required Partners					
Community Service Block Grant	Community Action Program	Vanessa Philbert 717-299-7301 vphilbert@caplanc.com	Neil Weaver, DCED		See RSA
Jobs for Veterans	Bureau of Workforce Partnerships and Operations (BWPO), PA Dept. of Labor and Industry	Keith Baker 814-641-6408 ext. 127 Kebaker@pa.gov	Ruben Pachay 717-787-6915 rpachay@pa.gov	X	See RSA
Migrant and Seasonal Farmworker Program	Pathstone	Nita D'Agostino 610-925-5600 ndagostino@pathstone.org	Nita D'Agostino		See RSA
Post-Secondary Career & Technical Education	HACC	Tim Barshinger(717) 358-2974 tpbarshi@hacc.edu	Tim Sandoe	X	See RSA
	Lancaster County Career and Technology Center	Stuart Savin Ed.D717-629-1001 ssavin@lancasterctc.edu	Stuart Savin	X	See RSA
	Thaddeus Stevens College of Technology	Timothy Bianchi, Ph.D. 717-464-7069 bianchi@stevenscollege.edu	Timothy Bianchi	X	See RSA
Temporary Assistance for Needy Families (TANF)	Department of Health and Human Services	Dan Kuba dkuba@pa.gov	Dan Kuba	X	See RSA
Title V – Senior Employment Program	AARP	Veronica Brown 484-332-9012 vbrown@aarp.org	Veronica Brown	X	See RSA
	Office of Aging	Thomas Martin 717-299-7979 martinto@co.lancaster.pa.us	Thomas Martin	X	
Trade Adjustment Act	Bureau of Workforce Programs and Operations	Keith Baker 814-641-6408 ext. 127 kebaker@pa.gov	Ruben Pachay 717-787-6915 rpachay@pa.gov	X	See RSA
WIOA Title I Provider-Adult and	EDSI	An'Dionne Smith 717-509-5613 ext. 240	Kevin Schneiders kevin@edsisolutions.com	X	See RSA

Dislocated Workers		asmith@jobs4lancaster.com	313-271-2660		
WIOA Title I- Youth (OSY)	EDSI	Tara Loew717-509-5613 ext. 237tloew@jobs4lancaster.com	Kevin Schneiders kevin@edsolution.com 313-271-2660	X	See RSA
WIOA Title II – Adult ED & Literacy	Lancaster Lebanon IU 13	Tim Shenk 717-606-1793 Tim_shenk@iu13.org	Brian Barnhart brian_barnhart@iu13.org 717-606-1692	X	See RSA
WIOA Title III- Wagner-Peyser		Keith Baker 814-641-6408 ext. 127 kebaker@pa.gov	Ruben Pachay 717-787-6915 rpachay@pa.gov	X	See RSA
WIOA Title IV- Vocational Rehabilitation	Office of Vocational Rehabilitation, PA Dept. of Labor or Industry	Alicia Brownell 717-771-4407 ext. 206 abrownell@pa.gov	Susan Richeson 717-771-4407 sricheson@pa.gov	X	See RSA
Additional Partners					
Career and Transition Center	d/b/a Red Rock Job Corps Center	Ryan Horensky 570-477-0179 horensky.ryan@jobcorps.org	Ryan Horensky	X	\$426.83/month

Attachment C: Report of Local Operating Budget Negotiations Outcomes

Local Workforce Development Area:

Notice is provided to the Governor as required by 20 CFR 678.725 that the local Partners in this local area have reached consensus on a memorandum of understanding (MOU), including how comprehensive one-stop center infrastructure costs will be funded for the year beginning July 1, 2020. *A copy of the MOU and Operating Budget on which agreement was reached is attached to this notice.*

OR

Notice is provided to the Governor as required by 20 CFR 678.725 that, despite every effort, the local Partners in this local area did not reach consensus on a local memorandum of understanding or operating budget for the period beginning July 1, 2020.

Failure to agree for reasons *other* than infrastructure costs

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

Program Partner Name	Reasons
1.	
2.	
3.	

Failure to agree on one-stop center infrastructure costs

The inability to reach agreement was because one or more Partners do not agree with how comprehensive one-stop center infrastructure costs will be funded for the year beginning July 1, 2020. Listed below are the program Partners that did not agree to the budget for comprehensive one-stop center infrastructure costs. *A copy of the budget on which agreement was not reached is attached to this notice.*

Program Partner Name	Reasons
1.	
2.	
3.	

Signatures:

Chair, LCWDB

Chief Elected Official

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

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

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

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

CSBG has been in existence since 1965, always with the same mission: to improve the causes and conditions of poverty. Initiatives have included, but are not limited to: neighborhood linkages, leverage of community resources, conduction of Volunteer Income Tax Assistance site, 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 website 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® site annually and to the extent funding exists.

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

Attachment E: Office of Vocational Rehabilitation Terms and Conditions

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

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

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

- **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.

- **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.

- **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®.

- **Miscellaneous Provisions**

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

Attachment F: Department of Labor & Industry, Unemployment Compensation Program

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

Staff from the Bureau of Workforce Partnership and Operations (BWPO) provide some direct assistance to UC claimants and employers at the PA CareerLink® site. 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® site for UC appeal hearings. For the UC appeal hearings, the PA CareerLink® site 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® site for UC Tax staff. Any change to physical PA CareerLink® site 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® site 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® site and services will be assured in collaboration with the local board. In addition to physical accessibility, UC provides programmatic accessibility through TTY on its dedicated courtesy telephones, as well as bilingual translation and sign language interpretation when needed. Partner collaboration locally will ensure all special populations can be served via referral to partner program supports.

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

- **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.

- **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.

- 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.
- 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.
- 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.
- 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.

- **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.

- **Methods for referral**

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

- Familiarize themselves with the basic eligibility and participation requirements of all BWPO

programs, as well as with the available services and benefits offered.

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

- **Methods to ensure those with barriers to employment are served**

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

- **Miscellaneous Provisions**

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

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

- **Description of Services**

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

- **Access to Services**

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

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

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

- **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.

- **Methods for referral**

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

- Familiarize themselves with the basic eligibility and participation requirements of all BWPO

programs, as well as with the available services and benefits offered.

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

- **Methods to ensure those with barriers to employment are served**

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

- **Miscellaneous Provisions**

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

Attachment I: Department of Labor & Industry, Trade Act Services

- **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).

- **Access to Services**

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

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

- **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.

- **Methods for referral**

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

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

- **Methods to ensure those with barriers to employment are served**

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

- **Miscellaneous Provisions**

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

Attachment J: Department of Labor & Industry, Foreign Labor Certification

- **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:

- The employer must ensure that the position meets the qualifying criteria for the requested program.
- 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.).
- The employer must ensure that the wage offered equals or exceeds the prevailing wage for the occupation in the area of intended employment.
- The employer must ensure that the compliance issues affected upon receipt of a foreign labor certification are completely understood.
- 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).
- The employer is notified of the determination of the Department of Labor.

- **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.

- BWPO is in partnership with the PA CareerLink® network of one-stop service centers. These centers are located throughout the state and help employers recruit qualified U.S. workers through the automated, self-service Job Gateway®.
- 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.
- PA CareerLink® staff assist in administering an internet based labor exchange called Job Gateway®. This self-service, automated system enables employers, attorneys or agents to submit job postings and search for workers, while job seekers search the job postings and submit their resumes or job applications to the employers or their Points of Contact (POC). In addition to enabling employers or their POCs to independently submit and manage job postings, the self-serve system permits employers or their POCs to obtain job posting "My Candidates" lists 24 hours a day, seven days a week at www.jobgateway.pa.gov.
- PA CareerLink® staff also offer a variety of other employer services including education and

training services to help employers build a quality workforce.

- PA CareerLink® staff help employers fulfill part of the USDOL requirements for FLC by helping them recruit U.S. workers and determine whether or not there are any qualified job applicants available to fill their job postings. The goal, as required, is to find U.S. workers for all positions.

- **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.

- **Methods for referral**

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

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

- **Methods to ensure those with barriers to employment are served**

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

- **Miscellaneous Provisions**

- Pennsylvania state personnel laws and collective bargaining agreements must govern all state merit staff in a PA CareerLink® site. No activity shall infringe upon any collective bargaining agreement. The Commonwealth retains authority over its employees and its resources; the Commonwealth retains responsibility for its programs.
- The Commonwealth is committed toward achieving innovation, service integration and process

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

Attachment K: Department of Labor & Industry, Rapid Response

- **Description of Service**

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

- 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.
- 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.

- **Access to Services**

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

- Rapid Response activities are triggered when the Department of Labor and Industry learns of a planned closure or layoff either by receiving a notice as required by the Worker Adjustment and Retraining Notification (WARN) Act, through the media, or by contacts in the local area. Services may also be offered when Pennsylvania experiences mass job dislocation as the result of a disaster. There is no charge to the employer or employee for these services and they are provided regardless of the reason for the layoff. These resources are provided by Bureau of Workforce Development & Operations Rapid Response Staff throughout the state.
- Fact Findings and Rapid Response Informational Meetings, which includes presentations and organized activities, are led by Bureau of Workforce Development & Operations Rapid Response Staff throughout ***all*** phases of the layoff/closure business cycle.
- 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.
- Communication of Rapid Response services will be coordinated through its partner network, which includes Economic Development, Business Service Teams, Title 1 Operators and local Workforce Development Boards.

- **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.

- **Methods for referral**

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

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

- **Methods to ensure those with barriers to employment are served**

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

- **Miscellaneous Provisions**

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

Attachment L: Aging - AARP Senior Job Program

Proposed Contributions of the AARP Senior Job Program to the PA CareerLink® Lancaster County

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

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

AARP will also have access to a shared office one day per week, and will be charged for their portion of the shared office.

Attachment M: Aging – Office of Aging Senior Job Program

Proposed Contributions of the Office of Aging Senior Job Program to the PA CareerLink® Lancaster County

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

A Office of Aging Senior Job Program will offer in-kind workers on site at the PA CareerLink® Lancaster County to assist with staffing, customer service, and career resource center assistance. Providing this in-kind service allows for benefits among the PA CareerLink® Partners, including covering career resource center shifts to allow other Partners to focus on their individual programs. The Office of Aging Senior Job Program will work with PA CareerLink® Operators and the Site Administrator to address any issues, needs, or suggestions on the services provided. Referrals will be documented and information will be shared between agencies.

Office of Aging will also have access to a shared office one day per week, and will be charged for their portion of this shared office.

Attachment N: Perkins – Harrisburg Area Community College

Proposed Contributions of the Perkins, Harrisburg Area Community College to the PA CareerLink® Lancaster County

Harrisburg Area Community College's (HACC) Lancaster branch offers a number of high priority training programs. Eligible customers of the PA CareerLink® Lancaster County have an opportunity to receive funding to enroll in such training programs. Many initiatives of the Lancaster County CareerLink® include representatives from Harrisburg Area Community College team. Through this MOU, expectations of both the PA CareerLink® Lancaster County and Harrisburg Area Community College are outlined.

PA CareerLink® Lancaster County:

- Provide access to a shared office two days per week, selected by HACC
- Share with customers updated training dates for high priority training programs
- Provide updated information on shared customers, including employment information
- Identify potential grant opportunities to apply in partnership with HACC

Harrisburg Area Community College:

- Make appropriate referrals to the PA CareerLink®
- Provide certificates of completion and any other funding requirement information to the CareerLink® for customer funded through CareerLink® funds
- Provide a course schedule to the Site Administrator on a monthly basis
- Provide updated information on shared customers, including employment information
- Identify potential grant opportunities to apply in partnership with PA CareerLink®
- Participate in Partner meetings

Attachment N: Perkins – Thaddeus Stevens College

Proposed Contributions of the Perkins, Thaddeus Stevens College to the PA CareerLink® Lancaster County

Thaddeus Stevens College of Technology offers a number of high priority training programs. Eligible customers of the PA CareerLink® Lancaster County have an opportunity to receive funding to enroll in such training programs. Many initiatives of the Lancaster County CareerLink® include representatives from the Thaddeus Stevens team. Through this MOU, expectations of both the PA CareerLink® Lancaster County and Thaddeus Stevens College are outlined.

PA CareerLink® Lancaster County:

- Provide access to a shared office every Tuesday, selected by Thaddeus Stevens
- Share with customers updated training dates for high priority training programs
- Provide updated information on shared customers, including employment information
- Identify potential grant opportunities to apply in partnership with Thaddeus Stevens College

Thaddeus Stevens College:

- Make appropriate referrals to the PA CareerLink®
- Provide certificates of completion and any other funding requirement information to the CareerLink® for customer funded through CareerLink® funds
- Provide a course schedule to the Site Administrator on a monthly basis
- Provide updated information on shared customers, including employment information
- Identify potential grant opportunities to apply in partnership with PA CareerLink®
- Participate in Partners meetings

Attachment N: Perkins – Lancaster County Career and Technology Center

Proposed Contributions of the Perkins, Lancaster County Career and Technology Center (LCCTC) to the PA CareerLink® Lancaster County

The Lancaster County Career and Technology Center offers a number of high priority training programs. Eligible customers of the PA CareerLink® Lancaster County have an opportunity to receive funding to enroll in such training programs. Many initiatives of the Lancaster County CareerLink® include representatives from the LCCTC team. Through this MOU, expectations of both the PA CareerLink® Lancaster County and LCCTC are outlined.

PA CareerLink® Lancaster County:

- Share with customers updated training dates for high priority training programs
- Provide updated information on shared customers, including employment information
- Identify potential grant opportunities to apply in partnership with LCCTC

Lancaster County Career and Technology Center:

- Make appropriate referrals to the PA CareerLink®
- Provide certificates of completion and any other funding required information to the CareerLink® for customer funded through CareerLink® funds
- Provide a course schedule to the Site Administrator on a monthly basis
- Provide updated information on shared customers, including employment information
- Identify potential grant opportunities to apply in partnership with PA CareerLink®
- Participate in Partner meetings

Attachment O: Career and Transition Center d/b/a Red Rock Job Corps Center

Proposed Contributions of Career and Transition Center d/b/a Red Rock Job Corps Center to the PA CareerLink® Lancaster County

Job Corps is the largest nationwide residential career training program in the country and has been operating for more than 50 years. The program helps eligible young people ages 16 through 24 complete their high school education, trains them for meaningful careers, and assists them with obtaining employment. Job Corps has trained and educated over two million individuals since 1964.

At Job Corps, students have access to room and board while they learn skills in specific training areas for up to three years. In addition to helping students complete their education, obtain career technical skills and gain employment, Job Corps also provides transitional support services, such as help finding employment, housing, child care, and transportation. Job Corps graduates either enter the workforce or an apprenticeship, go on to higher education, or join the military.

AUTHORITY AND SIGNATURE

By signing my name below, I, _____, certify that I have read the Memorandum of Understanding for PA CareerLink® Partners for services and centers in the Lancaster County Workforce Development Area. All of my questions have been discussed and answered satisfactorily.

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

- The MOU;
- The Resource Sharing Agreement; and
- The Infrastructure Funding Agreement (IFA).

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

- The MOU;
- The Resource Sharing Agreement; and
- The Infrastructure Funding Agreement (IFA).

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

- In four (4) years;
- Upon amendment, modification, or termination; or
- On June 30, 2024, whichever occurs earlier.

Print Agency Name

BY:

Signature

Date

Print Name and Title