

Lancaster County Workforce Development Board

CONTRACT RIDER

Agreement One Stop Operator

CFDA Title & Number 17.278 (DW)17.258 (Adult) 17.279 (Youth), and
93.558 (TANF)

Funding Source (Federal) US Dept.of Labor & Industry & Health and Human Services

Funding Source (Pass-thru) PA Dept.of Labor & Industry & Health and Human Services

LCWDB Contract Number 20-OSO-01

Vendor Name and Addresses Educational Data Systems, Inc
15300 Commerce Dr. North, Ste. 200
Dearborn, MI 48120

Lancaster-Lebanon Intermediate Unit #13
1020 New Holland Ave.
Lancaster, PA 17601

Lancaster County Career & Technology Center
1730 Hans Herr Dr.
Willow Street, PA 17584

Rider Period July 1, 2020 – June 30, 2021

Total Maximum Award \$5,000

Name and Title
of Authorized Representative Kevin B. Schnieders, CEO

Signature of Authorized
Representative _____

Date _____

Phone Number: 717-271-2660

Email Address kevins@edsisolutions.com

Name and Title of LCWDB Approver Cathy Rychalsky

Signature of LCWDB Approver _____

Date _____

Email Address crychalsky@lancastercountywib.com

OPERATIONAL COSTS
July 1, 2020 - June 30, 2021

Itemize the item in your budget and provide a cost breakdown, including matching funds.

ITEM	AMOUNT CHARGED TO GRANT	COST PER ITEM	EXTENDED COST	AMOUNT CHARGED TO PROGRAM	AMOUNT CHARGED TO MATCH FUNDS
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Educational Data Systems, Inc. Program Services, Salaries, <i>Fringes</i> , Markup Larry Melf					
Total				\$	3,000.00

Consortium Partners

Lancaster County Career and Technical Center

Program Services Salaries / Fringes Markup Amber Kreger					
Total				\$	1,000.00

Lancaster - Lebanon International 13

Program Services Salaries / Fringes / Markup Tim Schenk					
Total				\$	1,000.00

GRAND TOTAL				\$	<u>5,000.00</u>

ONE-STOP OPERATOR AGREEMENT

THIS AGREEMENT is effective the first day of July 2020, by and between the Lancaster County Workforce Development Board (herein the “LCWDB”), a not-for-profit corporation; and Educational Data Solutions Incorporated (“EDSI”), Lancaster County Career and Technology Center, and Lancaster-Lebanon Intermediate Unit #13, together, as a consortium (herein the “Operator”). A representative of EDSI will serve as Lead Operator

1. Purpose and Consideration

1.1 Purpose

The purpose of this agreement is to define the roles and responsibilities of the parties as they relate to the oversight and operation of the LCWDB’s PA CareerLink® site located in Lancaster County, consistent with the Workforce Innovation and Opportunity Act (“WIOA”), and any and all directives thereto.

1.2 Consideration

In consideration for the Operator’s performance of the terms of this Agreement, the Operator shall be paid the sum of Five Thousand (\$5,000) DOLLARS annually. Invoices must be submitted to the LCWDB by the 10th business day of the month following the delivery of service.

2. Term of Agreement

The initial term of this agreement was from July 1, 2017 to June 30, 2018, with an option for up to three (3) additional one-year extensions. Either party may terminate or renegotiate the one-year extension of this agreement by giving the other party at least sixty (60) days written notice prior to the expiration of the current term. In the event no written notice is provided, this agreement shall automatically renew for a term of one (1) year subject to all of the terms and conditions of this Agreement. **This is the final year of renewal and a new procurement will occur during this program year.**

3. Roles and Responsibilities

3.1 Role of the Operator

3.1.1 Generally

The Operator has been chosen to oversee the operation of the LCWDB’s PA CareerLink® site located in Lancaster County. The Operator is tasked with the coordination of service delivery of one-stop partners and service providers in the one-stop delivery system. The Operator shall be accountable to the LCWDB.

3.1.2 Statement of Work

The roles and responsibilities of the Operator are detailed in the Statement of Work, attached hereto as Exhibit A.

3.1.3 Operator's Understanding of Statutory and Regulatory Requirements

The Operator represents it has knowledge and understanding of WIOA, and all successor legislation; applicable federal and state regulations, as amended from time to time; Pennsylvania's Department of Labor and Industry policies, as amended from time to time; and the region's Local and Regional Plan, as amended from time to time.

The Operator represents it is familiar with and shall be bound by the contract requirements for recipients and sub-recipients of Commonwealth funds. A list of the policies or references is attached as Exhibit B. The Operator shall be bound by any amendments made by the Commonwealth from time to time.

3.1.4 Operator Limitations

The Operator may not perform the following functions:

- i. convene system stakeholders to assist in the development of the local plan;
- ii. prepare and submit local plans;
- iii. be responsible for oversight of itself or other system operators;
- iv. manage or participate in the competitive selection process for system operators;
- v. select or terminate system operators, career services, and youth providers;
- vi. negotiate local and/or regional performance accountability measures; or
- vii. develop and submit budgets for activities of the local board in the local area or regional area.

3.1.5 Operator as a For-Profit Entity

Should the Operator be a for profit entity, it shall comply with all Federal regulations and procurement policies, relating to the calculation and use of profits, including 2 CFR 200.323.

3.2 Role of the LCWDB

3.2.1 Generally

The LCWDB shall provide ongoing policy guidance and strategic direction to the Operator to ensure that the board's vision and performance expectations remain addressed and in the forefront.

3.2.2 Duties of the LCWDB

The LCWDB is responsible for:

- i. measuring, tracking, and monitoring the performance, service deliverables, and achievement of program or performance measures of the Operator and its PA CareerLink® site(s), as more fully set forth in Section 5 of this Agreement;
- ii. affording the Operator the ability to make data driven decisions to improve site performance and customer and client satisfaction;
- iii. ensuring the Operator does not establish any practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services (WIOA Sect. 121(d)(4)(B)).

4. Site Administrator

4.1 Employment

The Operator shall retain the current Site Administrator of each PA CareerLink® site. The Site Administrator shall remain an employee of their respective employer. The Site Administrator shall report directly to the LCWDB, and when necessary, their employer. In the event of the death, disability, resignation or retirement of a Site Administrator, the LCWDB and the Operator shall collectively agree in the selection of a new Site Administrator.

4.2 Personnel and H/R Policies

The Site Administrator shall be subject to all of his or her employer's personnel policies, grievance procedures and other requirements of the employer.

4.3 Role of the Site Administrator

The Site Administrator shall be the supervisor of the day to day operations of their respective PA CareerLink® site(s), and shall keep the Operator informed of the operations, and of any and all complaints or concerns.

4.4 Duties of the Site Administrator

The Site Administrator shall:

- i. maintain staffing plans that provide adequate office coverage at all times in a manner that allows fair and equitable opportunity for time off;
- ii. ensure staff adhere to all applicable policies and procedures;
- iii. ensure staff present a professional and positive image;
- iv. ensure consistent communication procedures are followed; and
- v. any other duties that may be required by law, from time to time.
- vi.

5. Monitoring and Evaluation

5.1 Monitoring

The LCWDB shall be responsible for examining the Operator's compliance with the requirements of WIOA, the Uniform Guidance at 2 CFR part 200 and 2 CFR part 2900, as well as the terms and conditions of this Agreement. The Operator shall cooperate in the LCWDB's monitoring efforts. The LCWDB shall create a report, attesting to its findings. The report shall be furnished to the Operator within thirty (30) days of its completion, detailing any non-compliance uncovered and the suggested remedy. The Operator's compliance is also subject to the review of the Pennsylvania Department of Labor & Industry.

5.2 Evaluation

Within six (6) months of the execution of this Agreement, and at least every twelve (12) months thereafter, the LCWDB shall assess the Operator's performance. The evaluation must include, but is not limited to, the following:

- i. the requirements of this Agreement;
- ii. participating partner surveys;
- iii. PA CareerLink® certification requirements; and
- iv. any other performance measures developed by the LCWDB.

5.3 Continuous Improvement Plan

5.3.1 Generally

The LCWDB is required to develop, implement, and systematically evaluate a continuous improvement plan for the local workforce delivery system that includes measurable benchmarks.

5.3.2 Requirements

Evaluation of continuous improvement must include:

- i. how well the Operator's PA CareerLink® site(s) support the achievement of the negotiated the LCWDB's levels of performance for the indicators of performance;
- ii. staff development;
- iii. cross-partner/program training and customer satisfaction;
and
- iv. any other measures the LCWDB deems appropriat

5.4 PA CareerLink® Site Certification

5.4.1 Generally

At least once, every three (3) years, the LCWDB must assess the local one-stop delivery system.

5.4.2 Operator Requirements

The Operator must assist the LCWDB in carrying out the processes and procedures developed for PA CareerLink® certification

5.4.3 Certification Assessment Requirements

The PA CareerLink® site certification assessments must include the effectiveness, physical and programmatic accessibility in accordance with WIOA Section 188, if applicable, and the Americans with Disabilities Act of 1990, service integration, and the continuous improvement of the LCWDB's PA CareerLink® system and each site under its purview. The Certification assessment detailed in Workforce System Policy (WSP) No. 121-05, *Local Workforce Delivery System – PA CareerLink® Certification and Continuous Improvement*, as amended from time to time, is attached as Exhibit C.

6. Funding

6.1 Generally

The LCWDB shall secure funding to support the Operator. The amount may be dependent on the allocation of the Resource Sharing Agreement and Budget (RSAB), or on the amount of WIOA funding allocated to the LCWDB

6.2 Sources

6.2.1 WIOA

The LCWDB is generally funded by WIOA and other Federal and Pennsylvania grant funds. The LCWDB PA CareerLink® is funded primarily by the RSAB of the CareerLink Partners.

6.2.2 Operator Leveraged Funding

The Operator shall leverage other funding in support of its activities to ultimately improve the workforce system.

6.3 Subrecipient of Federal Funds

The Operator is a subrecipient of Federal funds, and thus, must follow the Uniform Guidance at 2 CFR part 200, including the contractual provisions in 2 CFR 200.326 and 2 CFR part 2900.

6.4 Compliance with Funding Source

This Agreement is subject to the Operator's compliance with all terms and conditions required by the funding source, applicable laws, rules and regulations.

6.5 Termination of Agreement Upon Loss/Reduction of Funding

This Agreement is contingent on the availability of funds. This Agreement may be terminated, at the sole discretion of the LCWDB with ten (10) days written notice, in the event of the loss or reduction of funding.

7. Operator Costs

7.1 Administrative and Programmatic Costs

Administrative and Program Cost, allocations and funding sources shall be as hereafter agreed to by the parties.

7.2 Employees

The entity that claims employer of record status for employees assigned to and/or associated with the roles and responsibilities of the Operator must assume the costs, expenses, and salary of the employee.

8. Internal Controls, Firewalls and Enforcement

8.1 Internal Controls

The Operator shall establish internal controls to ensure its practices, and the operation of its PA CareerLink® site, are in accordance with all applicable laws, regulations, procedures, and this Agreement.

8.2 Conflicts of Interest / Firewalls

The Operator, its separate member entities, collective officers, board members, and employees must as the Operator of a PA CareerLink® site disclose any actual or potential conflicts of interest arising from the relationships of the Operator with particular training service providers or other service providers, including, but not limited to, career services providers.

8.3 Enforcement

In addition to paragraphs 13 through 15 of this Agreement, the LCWDB shall take all appropriate measures as deemed necessary in the sole discretion of the LCWDB, including, but not limited to termination of this Agreement, the enforcement of all federal and state requirements under WIOA, including, but not limited to, the avoidance of conflicts of interest and maintenance of the appropriate firewalls.

9. Authorized Agents of the Parties

9.1 The LCWDB

The Executive Director and Chairperson of the LCWDB are persons authorized to enter legally binding agreements on behalf of the LCWDB.

9.2 Operator

The undersigned officials are persons authorized to enter legally binding agreements on behalf of the individual members of the Operator consortium. In addition to the authorized signers of this Agreement, the Operator, hereby designates, _____ (can be more than one, if the list is long we could make it an attachment), as an authorized agent of the Operator, and may,

on behalf of the Operator, execute modifications to the essential terms of this agreement.

10. Confidentiality

All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including Personally Identifiable Information (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 the other Party.

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

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

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

11. Insurance

The Operator shall maintain all applicable insurance including, but not limited to, commercial general liability insurance in an amount not less than One Million (\$1,000,000) Dollars, motor vehicle insurance, workman compensations insurance, professional liability insurance if applicable, and any other insurance required by law. Upon request, the Operator shall provide the LCWDB proof of the existence of insurance.

12. Indemnification

Operator agrees to indemnify and hold harmless the LCWDB, its Officers, Employees, Representatives and Agents against and from any claims, including misuse of funds, audit exceptions, demands, costs, expenses, damages, liability, judgement, fines, penalties of any nature including the LCWDB's reasonable attorney's fees arising from this Agreement.

13. Dispute Resolution

The following section details the dispute resolution process designed for use by the Parties when they unable to successfully reach an agreement concerning the provisions, interpretation or any other matter arising under this agreement. A disagreement is considered to have reached the level of dispute resolution when an issue arises that is not easily coming to a point of resolution. It is the responsibility of the LCWDB Chair (or designee) to coordinate the dispute resolution to ensure that issues are being resolved appropriately. Any party to this Agreement may seek resolution under this process.

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 (or designee) and all Parties to this Agreement regarding the conflict within five business days.

The LCWDB Chair (or designee) shall place the dispute on the agenda of a meeting of the LCWDB's Executive Committee. The Executive Committee may attempt to mediate and resolve the dispute. Disputes not so resolved shall be decided by a majority vote 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 decision of the Executive Committee shall not be appealable.

The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties.

This provision shall not apply to the termination of the Agreement by the LCWDB as herein provided.

14. Modification

Any modification to this Agreement shall be effective only if it is in writing and signed by the parties. Modification shall be mandatory if, and as, directed by any federal or state requirements.

15. Termination

This Agreement may be terminated under the following circumstances:

- i. By repeal of the applicable law or reduction of the funding stream.
- ii. Expiration of this Agreement
- iii. By action taken by the LCWDB to designate a new Operator to administer PA CareerLink® in Lancaster County.
- iv. By the LCWDB, in its sole discretion, due to the Operators failure to perform, comply with all Federal, State and local mandates, or if the Operator breaches this contract.

In the event of termination, the Operator shall, with the agreement of the LCWDB, finish the work in progress and shall be paid for the work as agreed.

16. Closeout Phase

Upon termination or expiration of this Agreement, the LCWDB must:

- i. reconcile costs and payments;
- ii. reconcile performance goals with actual performance;
- iii. ensure participant and financial records are secured and retained; and
- iv. prepare closeout documents.

17. Assignment

This Agreement may not be assigned by the Operator and any attempt to assign such contract without the written consent of the LCWDB, shall be null and void and a breach of this agreement.

18. Applicable Law

This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.

19. Entire Agreement

This is the entire agreement between the parties. No waiver, alteration, or modification of any of its provisions shall be valid unless in writing and signed by the parties.

20. Severability

If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

20. Notices

Any notice or payment required or permitted under this Agreement shall be given either by personal delivery, mail, fax, or email. Notice shall be considered received: if by personal delivery, actual receipt; if by mail, upon deposit with United States Postal Service; if by fax, upon confirmation of successful delivery; if by email, upon sending.

Any notice or payment shall be delivered to the following party and address:

1. The LCWDB
Cathy Rychalsky
313 West Liberty Street, Suite 114, Lancaster, PA 17603
crychalsky@lancastercountywib.com
717-735-0335
2. Operator (Lead)
Educational Data Systems, Inc.
Larry Melf
15300 Commerce Drive North, Ste. 200,
Dearborn, MI 48120
Phone: 570-301-2253
Email: lmelf@edsisolutions.com
3. Operator
Lancaster-Lebanon Intermediate Unit #13
Timothy Shenk
1020 New Holland Ave., Lancaster, PA 17601

Phone: 717-606-1793
Email: tim_shenk@iu13.org

- 4. Operator
Lancaster County Career & Technology Center
Amber Kreger
1730 Hans Herr Drive, Willow Street, PA 17584
Phone: 717-629-1001
Email: akreger@lancasterctc.edu

The authorized recipient and/or address may be changed upon proper notice given to the other party under the terms of this provision.

21. Authority and Signatures

- i. The individuals signing have the authority to commit the parties they represent to the terms of the Agreement and do so by signature below.
- ii. The Agreement may be executed in any one or more counterparts, should that at any time be more convenient to the signatories, and the originals of those counterparts, when taken together and bearing the signatories of all parties to the agreement, shall constitute one and the same Agreement.
- iii. Without regard to the date of the signatures, the period of the Agreement is July 1, 2020, and ending June 30, 2021, unless otherwise terminated by action of law or amended pursuant to the provisions of these plans

The parties hereto, intending to be legally bound, have entered into this Agreement, on the date set forth above.

**LANCASTER COUNTY
DEVELOPMENT BOARD**

WORKFORCE

**EDUCATIONAL DATA SYSTEMS, INC. (Lead
Operator)**

By: _____ Date _____
Cathy Rychalsky

Executive Director

By: _____ Date _____
Larry Melf

Title

**LANCASTER COUNTY CAREER AND
TECHNOLOGY CENTER**

**LANCASTER-LEBANON INTERMEDIATE
UNIT #13**

By: _____ Date _____
Dr. Stuart Savin

Title

By: _____ Date _____
Timothy Shenk

Title

One-Stop Operator - Exhibit A
STATEMENT OF WORK

Duties of the one-stop operator include support for the following:

- Fiscal management and oversight in concert with the PA CareerLink® site administrator and the LCWDB, as fiscal agent. This includes assistance in the preparation and maintenance of the Resource Sharing Agreement;
- Seamless integration and availability of services by PA CareerLink® partners;
- Oversight of the performance management system relative to WIOA Performance Metrics;
- Evaluation of customer needs and satisfaction;
- Preparation for LCWDB quality reviews and compliance with PA Department of Labor and Industry and LCWDB one-stop certification criteria;
- Liaison with the LCWDB to include participation in LCWDB and pertinent committee meetings;
- Marketing and outreach for the PA CareerLink® sites and system to jobseekers and employers;
- Recruitment of additional partners;
- Professional development of PA CareerLink® staff;
- Communication of strategic objectives of the LCWDB;
- Track and implement the negotiated one-stop partner Memoranda of Understanding;
- Continuous improvement through responding to assessment of customer needs;
- Selection and support for PA CareerLink® site administrator and receptionist. Note - the current site administrator and receptionist are expected to be retained and will remain an employee of their current employers of record. The Operator will act as the functional supervisor of the site administrator.
- Develop and maintain the PA CareerLink® of Lancaster County website;
- Make resources available for Lancaster County residents who are in need of help transitioning from unemployment and/or underemployment through support services
- To evaluate the effectiveness of the PA CareerLink® operating and workplace environment established and maintained by the PA CareerLink® Administrator, the following performance goals are expected to be met by the operator:
 - Annual WIOA Title I performance measures that have been negotiated by the LCWDB.
 - The successful achievement of the mandated outcomes of those programs offered at the PA CareerLink® by the required one-stop partners with significant PA CareerLink® presence.
 - The operator will be responsible for the successful achievement of two additional measures. Percentage levels and the definition and calculation of the measures will be negotiated with the operator. The additional measures are:
 - The internal collaborative and results oriented leadership of partners in the PA CareerLink®.

- The external positive relationships and influential leadership with the LCWDB, educators, public officials, economic development and community leaders.
- Relationship to Lancaster County LCWDB
 - Attend LCWDB meetings, including committee meetings as appropriate.
 - Attend LCWDB Management meetings.
 - The function of the LCWDB is to provide overall guidance and expectations to the Operator of the PA CareerLink® of Lancaster County. In turn it is the responsibility of the one-stop operator to communicate LCWDB guidance and expectations to the PA CareerLink® Site Administrator, who then provides the daily leadership required to operate a highly successful one-stop.
 - Maintain open communication with LCWDB staff.
 - The LCWDB is the fiscal agent for the PA CareerLink® of Lancaster County. All monetary transactions originate with the LCWDB. The PA CareerLink® Site Administrator will be involved with the development of, and manage, the Resource Sharing Agreement budget.

The success of the Operator Consortium, comprised of eligible entities that have a vested interest in the public workforce system at the PA CareerLink® Lancaster County, will be its ability to work cooperatively with the Local Workforce Development Board and Site Administrator. Several of the WIOA core partners include but are not limited to: Adult, Dislocated Worker, and Youth programs, and including all required Commonwealth of Pennsylvania WIOA required partners, Adult Education and Literacy, Office of Vocational Rehabilitation, Unemployment Compensation, Dept. of Human Services and Wagner-Peyser Programs. All members of the Operator Consortium must be decision making level representatives. The Operator will need to work closely with all partners in order to implement service delivery that fosters an integrated service model. The Operator will need to inspire others and lead change; demonstrate extremely high levels of professionalism, integrity, and collaboration; and enhance and develop partnerships.

Adjustments to the aforementioned duties may be made following input from the board's workforce delivery system standing committee and consideration by the LCWDB.

Role of the lead operator (EDSI is serving in this role)

Roles of the lead operator include but are not limited to:

1. Convening operator and partner meetings
2. Hiring and supervising staff employed by the PA CareerLink® Lancaster County operator; includes site administrator and receptionist, currently these positions have the LCWDB as employer of record. Should one or both of these positions become vacant, the operator will be responsible to be employer of record.
3. Serving as a liaison between the operator consortium and the LCWDB
4. Representing the operators at appropriate meetings of the LCWDB, including Executive Committee

5. Leading the group in following the common elements of consensus decision making, including:
 - 5.1. Involving as many of the representatives as possible in group discussions
 - 5.2. Ensuring all operators' representatives are allowed a chance to contribute to the discussion
 - 5.3. Constructing actions with input from all interested group members
 - 5.4. Making a concerted attempt to reach full agreement
 - 5.5. Encouraging participants to keep the goals and mission of the organization in mind

One-Stop Operator Agreement – **Exhibit B**
Commonwealth of Pennsylvania Policies and References

Child Labor Laws

LCWDB sub-recipients must comply with any and all pertinent Child Labor Laws and applicable policies.

Records and Records Retention

Contractors are required to retain all records of a program year for a minimum of seven years past the date upon which LCWDB accepts a grant/contract close out.

Right to Know

The Contractor understands that LCWDB is required to adhere to the provisions of Pennsylvania's Right-to-Know Law.

Assurances

Assurances that no funds will be used to assist, promote or deter union organizing.

Applicability and Compliance With Required Statute and/or Regulations

- A. Equal employment opportunities [2 CFR Appendix II Part 200(C)]
- B. Copeland Anti-Kickback Act [2 CFR Appendix II Part 200(D)]
- C. Davis Bacon Act (including minimum wage requirements) [2 CFR Appendix II Part 200(D)]
- D. Compliance with all applicable standards, orders, or requirements issued under the Clean Air Act, Clean Water Act, and Environmental Protection Agency regulations for contacts/grants exceeding \$100,000 [2 CFR Appendix II Part 200(G)]
- E. Mandatory standards and policies relating to energy efficiency that are part of the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act [2 CFR Appendix II Part 200(H)]
- F. Patent rights [2 CFR Appendix II Part 200(F)]
- G. Copyrights and rights to data [2 CFR Appendix II Part 200(F)]
- H. Byrd Anti-Lobbying Amendment [2 CFR Appendix II Part 200(J)]
- I. Debarment and suspension requirements [2 CFR Appendix II Part 200(I)]

One-Stop Operator Agreement – Attachment A

- Public Law (Pub. L.) 113-128, Workforce Innovation and Opportunity Act (WIOA)
- 20 Code of Federal Regulations (CFR), WIOA Final Rules and Regulations
- 2 CFR Part 200 et al, and Part 2900, *Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*
- USDOL Employment and Training Administration's (ETA) Training and Employment Guidance Letter (TEGL) No. 19-14, *Vision for the Workforce System and Initial Implementation of the Workforce Innovation and Opportunity Act*
- TEGL No. 27-14, *Workforce Innovation and Opportunity Act Transition Authority for Immediate Implementation of Governance Provisions*
- TEGL No. 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*
- TEGL No. 4-15, *Vision for the One-Stop Delivery System under the Workforce Innovation and Opportunity Act (WIOA)*
- TEGL No. 16-16, *Guidance on Services Provided Through the Adult and Dislocated Worker Program under Workforce Innovation and Opportunity Act (WIOA or Opportunity Act) and Wagner-Peyser, as Amended by Title III of WIOA, and for Implementation of the WIOA Final Rules*
- TEGL No. 17-16, *Infrastructure Funding of the One-Stop Delivery System*
- USDOL Employment and Training Administration's Training and Employment Notice (TEN) No. 1-15, *Promising Practices in Achieving Universal Access and Equal Opportunity: A Section 188 Disability Reference Guide*
- Pennsylvania Workforce System Policies

One-Stop Operator Agreement – **Exhibit C**
PA CareerLink® Certification Requirements

Certification must occur at least once every three (3) years, and is required in order for one-stop systems to become and remain eligible to use infrastructure funds (20 CFR §678.730). Certification criteria must be reviewed and updated every two (2) years as part of the review and modification of State plans as described in WIOA Section 102(c)(2) and 108(a) (20 CFR §676.135).

A. EVALUATION/REVIEW CRITERIA: Evaluation must address the one-stop centers/sites and workforce delivery system effectiveness, including customer satisfaction, achievement of negotiated performance goals for the local area, physical and programmatic accessibility, and continuous improvement.

Evaluations for effectiveness must include:

- How well the one-stop system center integrates services for participants and businesses;
- Performance accountability as outlined in the grant agreement for the local area;
- How well the local service delivery system meets the workforce development needs of participants and the employment needs of local employers (performance measures);
- Cost-efficiency;
- Fiscal accountability;
- Coordination of partner program services including regular hours of operation; and, comprehensive access to services outside of regular business hours if applicable; and
- Enrollment objectives for targeted populations.

Evaluations for physical and programmatic accessibility must include:

- Disability-related regulation compliance including but not limited to:
 - Reasonable accommodations for individuals with disabilities;
 - Reasonable modifications to policies, procedures and practices to avoid discrimination of disabled persons;
 - Administering programs in the most integrated setting appropriate;
 - Communicating with persons with disabilities as effectively as with others;
 - Providing appropriate auxiliary aids and services including technology devices; and
 - Providing physical accessibility to individuals with disabilities.

Physical and programmatic accessibility requirements apply to all one-stop centers and, any services that are provided through direct linkages (i.e., telephonically, electronically, etc.).

Evaluations for continuous improvement *must* include the workforce delivery system's ability to meet or exceed negotiated performance goals as described in WIOA Section 116(b)(2). Additionally, such assessments must include, but are not limited to:

- A defined process for identifying and responding to technical assistance needs;
- A plan for systematic staff development and cross-program training; and
- A system in place to elicit and respond to specific customer and partner feedback.

B. COMPREHENSIVE CENTER CERTIFICATION CRITERIA: Local boards must ensure the following criteria are met prior to certifying its comprehensive one-stop centers:

- A mission statement is posted and visible to the public;
- Full-time hours of operation are posted on the door or in view of the outside entrance;
- Access to all partner programs;
- The operator provides oversight of day-to-day operations;
- At least one (1) WIOA Title I service provider staff member is physically present;
- The following functions are in place:
 - Welcome function;
 - Skills/career development services;
 - Access to training services;
 - Access to all programs carried out by the one-stop partners;
 - Workforce and labor market information;
 - Business and employer services;
- Staff Development/Program Cross-Training is provided and documented;
- A plan for continuous improvement has been developed and is being followed;
- The center is both physically and programmatically accessible; and

C. AFFILIATE SITES. Affiliate sites must:

- Be connected to a comprehensive site;
- Display hours of operation on the door or in view of the outside entrance;
- Provide information on the career services offered by the one-stop system and make them available regardless of the participant's initial entry point into the workforce development system; and
- Be physically and programmatically accessible.

D. SPECIALIZED CENTER CERTIFICATION CRITERIA. Specialized centers must:

- Be connected to comprehensive PA CareerLink® centers meaning, the locations have a process in place to make referrals to services provided through a comprehensive site;
- Allow for the provision of a variety of services tailored to the needs of the population being served, which may include: career coaching, networking opportunities, comprehensive assessment, etc.
- Be physically and programmatically accessible.

E. NOTIFICATION AND RECORD KEEPING Local Boards must notify the Department of the results of the initial certification and each subsequent certification.

Boards must maintain record of the evaluation criteria used in the initial and subsequent certification reviews and the results of those reviews. The Department may review certification criteria and results at any time.