



**MEMORANDUM OF
UNDERSTANDING (MOU)/
INFRASTRUCTURE FUNDING
AGREEMENT (IFA)**

**for Partners of the American Job
Center Network**

JULY 1, 2017 to JUNE 30, 2020

**Lackawanna County, Pennsylvania
Workforce Development Area (WDA)**



Introduction

The Workforce Innovation and Opportunity Act (WIOA) sec. 121(c)(1) requires each locally designated Workforce board, with the agreement of the Chief Elected Officials (CEOs), to develop and enter into a Memorandum of Understanding (MOU) between the Local Board and the One-Stop Partners concerning the operation of the one-stop delivery system in a local area. This MOU is executed between the Lackawanna County Workforce Development Board (hereinafter WDB), local American Job Center Network Partners (hereinafter Partners), and the Lackawanna County Board of Commissioners (hereinafter LC BOC). They are collectively referred to as the "Parties" to this MOU.

The one stop system of operation defined under the WIOA of 2014, continues the establishment of an integrated assembly of a myriad of partner entities, co-located to ensure the provision of a comprehensive mix of services to both job seekers as well as the local business community. The Lackawanna County Workforce Development Board (WDB), appointed by the Lackawanna County Board of Commissioners, assumes responsibility for operational and fiscal effectiveness and efficiency in the distribution overall services to the local community through the continued implementation of a structured system of operation.

This MOU is developed to confirm the understanding of the parties regarding the operation and management of the Comprehensive PA CareerLink® Center, located at 135 Franklin Avenue in downtown Scranton, Pennsylvania 18503. This is the sole One-Stop site within the boundaries of the Lackawanna County Workforce Development Area.

The Lackawanna County WDB has established the following **Vision**: *To serve as a conduit for information and communication among stakeholders, promoting economic growth through strategic investment and leveraging of resources to increase career advancement opportunities and the competitive advantage of businesses in Lackawanna County and all of Northeastern Pennsylvania and to promote the **Mission** of a comprehensive and structurally sound workforce development system through human capital development, capacity building, and operational effectiveness.* The Lackawanna County WDB has engaged the local PA CareerLink® as its operational arm as a vehicle for the provision of comprehensive workforce services to both the employer and job seeker communities.

The purpose of this MOU is to define the parameters within which education, workforce, economic development, and other Partner programs and entities operating in the Lackawanna County WDA will create a seamless, customer-focused American Job Center Network that aligns service delivery across the board and enhances access to program services.

Further, this MOU defines the rights and responsibilities regarding partnership in the local PA CareerLink® one-stop system of operation. Following a competitive procurement process, the Lackawanna County Workforce Development Board (WDB) has assigned responsibility for the day-to-day operation of the physical center, located



at 135 Franklin Avenue in downtown Scranton, to a designated Consortium of Operators, comprised of representatives from Educational Data Systems Inc. (EDSI), Educational Opportunity Center (EOC), and the County of Lackawanna. The selected Consortium of Operators has designated EDSI as the lead entity of the Consortium and who will be reimbursed at \$4,000 per annum to provide the following services:

- Ensure a seamless delivery of services.
- Provide oversight to the assigned Site Administrator in the following areas:
 - organization and coordination of all co-located partner staff by function in accordance with State and/or provider personnel rules; collective bargaining agreements, if applicable; and other specific partner policy and guidance.
 - establishment of a customer-friendly service delivery model.
 - development of operational procedures and protocols that promotes effective seamless service delivery to ensure positive program outcomes.
 - communication of workforce system policy that effects overall Center operations.
 - establishment of internal policies and procedures for situations such as inclement weather; holidays, as allowed by partner entity, etc.
 - ensures an effective partner referral mechanism is in place for the benefit of both the individual customer as well as partner performance.
 - act as an ambassador of the One-Stop Center in the community.
 - provides a bridge to business services and resources.
 - assures that relevant policies and procedures including equal opportunity and civil rights measures are enforced.
 - recommends and retires technological tools and services needed for the operation of the One-Start Center.
- Serve in the capacity of an intermediary with all the One-Stop partners.
- Recognize and understand the parameters under which the individual partners provide services including partner-specific performance measures.
- Schedule One-Stop Partner meetings (minimum quarterly).
- Prepare a meeting Agenda for distribution prior to the set meeting date.
- In-person facilitation of the Operator meeting.
- Prepare and distribute any/all required meeting materials.
- Prepare and distribute post-meeting minutes.
- Assist the Local Board in preparation of compliance measures for One-Stop Center Certification to ensure continued receipt of infrastructure funding.
- Approve the expenditure of earned income. Provide recommendation for approval of internal operational services (i.e., security services, disbursement of any earned income; disbursement of any RSAB costs in excess of \$500.00, etc.) to the Lackawanna County WDB. Allow Site Administrator discretion in



disbursement of funds up to a maximum of \$250.00, reportable at the next regularly-scheduled Operator's Meeting.

- Track and implement the negotiated One-Stop Partner Memorandum of Understanding (MOU).

The success of the Operator Consortium, all having demonstrated a vested interest in the public workforce system, will be its ability to work cooperatively with the Local Workforce Development Board, the assigned Site Administrator of the Center, and Partners, affiliates, and other constituents of the local Center. All members of the Operator Consortium are decision-making level representatives of their organizations with the expertise to provide systemic oversight that strategically fosters an integrated service model. The Operator must inspire others and lead change; demonstrate extremely high levels of professionalism, integrity, and collaboration; and enhance and develop partnerships.

A One-Stop operating budget and Infrastructure Funding Agreement, as attached, establishes a financial plan, including terms and conditions, to fund the services and operating costs of the local PA CareerLink® American Job Center Network (noted above). The Parties to this MOU agree that joint funding is an essential foundation for an integrated service delivery system and necessary to maintain the local PA CareerLink®'s high standards of operation.

System Structure

Advancements in technology along with fluctuating labor markets have significantly transformed how businesses find talent and jobseekers find jobs. The usage of social media is evolving rapidly, thus, altering the methodologies and strategies which must be employed to effectively address local economic growth. The Lackawanna County WDB wholeheartedly supports the premise that a unified, seamless system of service provision eliminates isolated programmatic and structured silos and enables the construction of community-benefitting bridges which will, in turn, reduce administrative burdens and costs and increase customer access and performance outcomes.

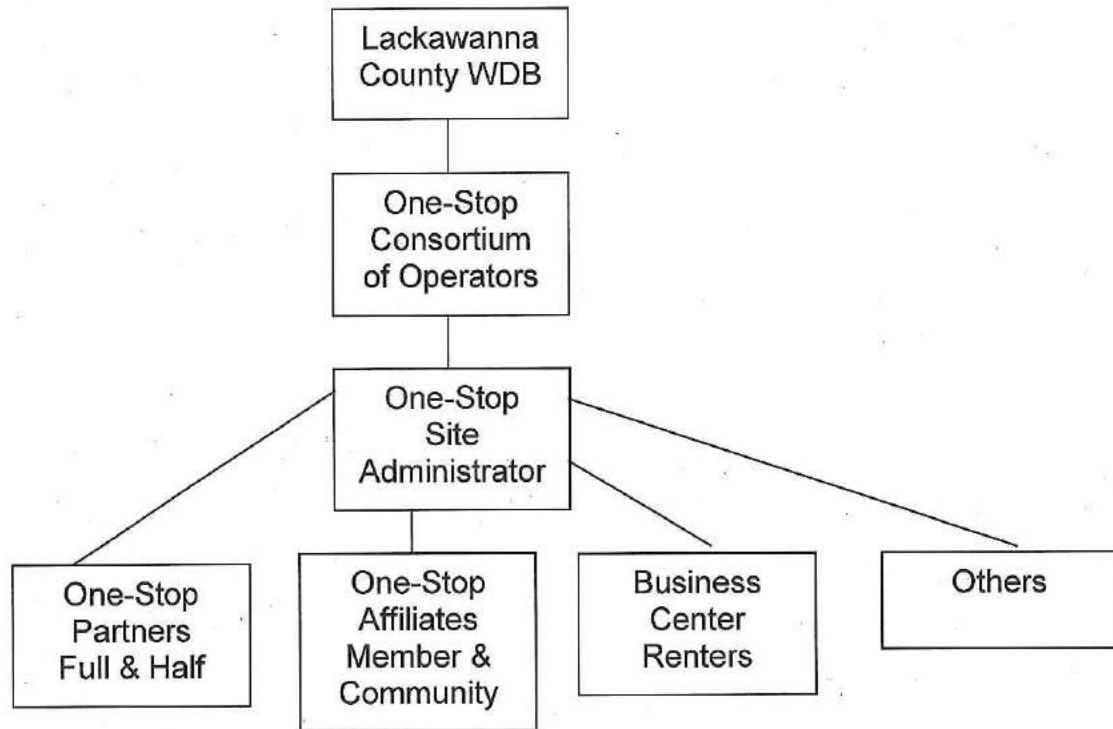
As described above the Consortium of Operators will oversee the provision of any/all customer services by an integrated partner staff including but not limited to: mandated services as defined within the context of the Workforce Innovation and Opportunity Act (WIOA) of 2014; provision of employment-related workshops; provision of job club services which may include basic and intermediate computer instruction; dissemination of information regarding site activities and/or that of any participating partner; outreach to the community through a Business Services Team (BST); and collaboration with local Chambers of Commerce, Lackawanna County, the City of Scranton, and other entities to promote economic development.

With the expansion of mandated partners under the WIOA of 2014, it became necessary to develop a re-designed system structure. Recognizing that not all required entities have the resources (either staffing and/or financial) to participate as a full partner, the Lackawanna County WDB has approved the following breakdown of associates: Full Partner, Half Partner, Member Affiliate, Community Affiliate,



Business Center renter, and Other. Also recognizing that each of the required partners will have varying degrees of involvement within the local Center, the Lackawanna County WDB has established and approved an **Infrastructure Funding Agreement (IFA)**, included herein as **Attachment A** to this MOU, to ensure the sustained viability of the sole, comprehensive one-stop center located within the boundaries of the designated single-County Lackawanna County WDA. The IFA establishes a structured payment ladder based on a *proportionate use...relative benefits* premise of reimbursement. All, as signed herein, ensure the reimbursement of resources in the provision of career services, as applicable to their funding entity, to the overall operations of the One-Stop system. Full and half-partner status is also further detailed in the *One-Stop Resource Sharing Agreement Budget (RSAB)*, included as Attachment B.”

Governance of authority within this structure is as follows:



For the purposes of this MOU, the following contact information is applicable to the structure defined above:

| | |
|--|---|
| Lackawanna County WDB: | |
| Thomas Donohue, Chair Lamar Scranton 700 James Avenue Scranton, PA 18510 570.347.2056 x104 tdonohue@lamar.com | Virginia H. Turano, Executive Director Scranton Enterprise Center 201 Lackawanna Avenue Suite 215 Scranton, PA 18503 570.342.3649 vturano@wiblackawanna.org |



Consortium of Operators:

Educational Data Systems Inc. (EDSI)

Joseph Farrell
Regional Director of Operations
100 South Broad Street Suite 1210
Philadelphia, PA 19110
215.356.7723
jfarrell@edsisolutions.com

Educational Opportunity Center (EOC)

Carolyn Quinn
Executive Director
107 Gateway Shopping Center
Edwardsville, PA 18704
570.331.6755
carolyn@eocinc.org

Lackawanna County

George Kelly
Director
Department of Economic Development
135 Jefferson Avenue, 2nd Floor
Scranton, PA 18503
570.963.6574
kellyg@lackawannacounty.org

| Partner Organization | Authorization/Category <small>*Denotes Mandated Partner</small> | Signatory Official | Category |
|--|---|--------------------------------------|--|
| *Lackawanna County WDB | WIOA Title I Adult/Dislocated Worker/Youth Services; EARN (Subcontracted services to EDSI and ResCare Workforce Services) | Virginia Turano | FP (M) |
| *Wagner Peyser Employment Services (ES) | Wagner-Peyser Employment Services Program – L & I | Ruben Pachay | FP (M) |
| *Office of Vocational Rehabilitation (OVR) | State Vocational Rehabilitation Program | Maureen Taylor | FP (M) |
| *Job Corps | Job Corps, WIOA Title I, Subtitle C | Not Local | N/A |
| *Marywood University | WIOA Title II Adult Education and Family Literacy Program | Melinda Arcuri | (M) <small>Not required to contribute funding</small> |
| *Pathstone Inc. | Senior Community Service Employment Program (SCSEP) | Nita D'Agostino | FP (M) |
| *Commission of Native American Affairs | Indian and Native American programs | Not Local | (M) |
| *Johnson College | Carl D. Perkins Career and Technical Education Act – Post-secondary Level | Dr. Ann Pipinski/Dr. George Hallesky | O |
| *Lackawanna College | Carl D. Perkins Career and Technical Education Act – Post-secondary Level | Mark Volk | FP (O) |
| *Trade Adjustment Assistance | Trade Act of 1974 – L & I | Ruben Pachay | FP (M) |
| *Rapid Response (RR) | L & I programs | Ruben Pachay | FP (M) |
| *Foreign Labor Certification | L & I | Ruben Pachay | HP (M) |
| *Unemployment Insurance | Unemployment Insurance (UI) under PA Unemployment Compensation Law | Robert V. O'Brien | (O) |
| *Housing & Urban Development (HUD) | HUD - Employment & Training Activities | Not Local | (M) |
| *Department of Community & Economic Development (CSBG Funds) | Employment & Training Activities – Community Services Block Grant (CSBG) | Neil Weaver | (M) |
| *PA Department of Human Services (DHS) | Temporary Assistance for Needy Families (TANF) – Title IV, Social Security Act | Tamila Lay | FT (M) |
| *YouthBuild | YouthBuild WIOA Sec. 171 | Not Local | N/A |
| *Migrant & Seasonal Farmworker | National Farmworker Jobs Program | Not Local | (M) |
| *JVSC | Jobs for Veterans – L & I | Ruben Pachay | N/A |
| *Reintegration of Offenders | Reentry Employment Opportunities under Second Chance Act of 2007 | Nita D'Agostino | (M) |



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|---|--------------------|------------------------|----|
| Program/Second Chance | | | |
| TransAmerican Technical Institute | Additional Partner | William Vaverchack Jr. | FP |
| Lackawanna College | Additional Partner | Mark Volk | FP |
| Smith and Solomon Tractor Trailer Driving | Additional Partner | Jim Bennett | FP |
| Fortis Institute | Additional Partner | Madeline Levy-Cruz | FP |
| Lackawanna County Head Start | Additional Partner | Sam Ceccacci | FP |

Chart Code: (M)-Mandated; FP-Full Partner; HP-Half Partner; MA-Member Affiliate; CA-Community Affiliate; BCR-Business Center Renter; O-Other

Terms and Conditions

This Agreement shall become effective July 1, 2017, superceding any previous and/or similar agreement, and shall remain in effect until it terminates on June 30, 2020, or is subsequently renewed/extended by all involved parties.

Any party may withdraw from this MOU by giving written notice of intent to withdraw at least ninety (90) calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be made to the PA CareerLink® Lackawanna County Consortium of Operators and the Workforce Development Board through its Executive Director. Should any party withdraw, this MOU shall remain in effect with respect to other remaining parties.

The LWDB may terminate this MOU upon 90-days written notice to any partner with or without cause. Cause includes but is not limited to: failure to meet required performance standards; failure to comply with this MOU; failure to comply with policies and standard operating procedures as established under the authority of the WDB; failure to make reimbursement as defined in the RSAB.

This MOU may be modified only through mutual consent of the WDB and any/all partner entities for reasons including, but not limited to; withdrawal or change of partner(s); change of location, either internally or through re-location of the physical facility; circumstances that would affect service provision; circumstances that would affect reimbursement costs, etc. Additionally, a change due to the election of a new CLEO will require renewal of this MOU. Renewal of an MOU requires all parties to review and agree to all elements of the MOU and resign the MOU.

❖ Partner Services

The chart which follows on Page 28 defines the overall menu of services that are to be afforded One-Stop customers with each partner entity integrated as allowable/integral to that partner's programs, thus, ensuring a seamless provision of services in the operation of the One-Stop System consistent with the terms of this MOU and the requirements of the authorizing laws.

Regulatory requirements for specific partner entities are further defined as follows:

Wagner Peyser:



1. Description of Services

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

2. Access to Services

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

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

3. Agreement on funding the costs



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

4. Methods for referral

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

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

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

All Partners agree that they will not discriminate in their employment practices or services based on gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or based on any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All Partners will cooperate with compliance monitoring that is conducted at the Local level to ensure that all PA CareerLink® programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of



range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices must be available to ensure physical and programmatic accessibility within the PA CareerLink®.

6. Miscellaneous Provisions

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

Trade Act Services:

1. Description of Services

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

The TAA program was first established at the USDOL by the Trade Act of 1974, and has been amended several times. Individual workers who are members of the certified worker group apply for benefits and services at a PA CareerLink® office. Individual workers who meet the qualifying criteria may receive: job training; income support in the form of Trade Readjustment Allowances (TRA); job-search and relocation allowances; Health Coverage Tax Credit (HCTC) as determined by the Internal Revenue Service (IRS); and for workers age 50 and older, a wage supplement in the form of Re-Employment Trade Adjustment Assistance (RTAA; (ATAA)). Additionally, all workers



covered by a certification are eligible for employment and case-management services, including basic and individualized career services either through the TAA program or through and in coordination with the Workforce Innovation and Opportunity Act (WIOA) and the Wagner-Peyser Act (reference TEGL No. 3-15).

2. Access to Services

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

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

3. Agreement on funding the costs

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

4. Methods for referral

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

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

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

All Partners agree that they will not discriminate in their employment practices or services based on gender, gender identity and/or expression, age, race, religion,



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

6. Miscellaneous Provisions

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

Rapid Response:

1. Description of Service

Rapid Response is an early intervention business service that assists workers and employers during the entire business cycle. Rapid Response coordinates layoff aversion and outplacement services for employers and workers affected by layoffs, plant closures, or natural disasters. It is not always event-driven; it is a 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.

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

2. Access to Services

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

- a. Rapid Response activities are triggered when the Department of Labor and Industry learns of a planned closure or layoff either by receiving a notice as required by the Worker Adjustment and Retraining Notification (WARN) Act, through the media, or by contacts in the local area. Services may also be offered when Pennsylvania experiences mass job dislocation as the result of a disaster. There is no charge to the employer or employee for these services and they are provided regardless of the reason for the layoff. These resources are provided by Bureau of Workforce Development & Operations Rapid Response Staff throughout the state.
- b. 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.
- c. Rapid Response Staff are responsible for organizing the necessary partners to present information on the PA CareerLink® system, Unemployment Compensation, and Social Service Agency Support Systems, as well as serving as an intermediary during the employee's transition. Rapid Response provides an introduction to the workforce system and helps workers and employers navigate the system. Convening, facilitating, and brokering connections, networks, and partners.
- d. Communication of Rapid Response services will be coordinated through its partner network, which includes Economic Development, Business Service Teams, Title 1 Operators and local Workforce Development Boards.



3. Agreement on funding the costs

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

4. Methods for referral

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

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

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

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



6. Miscellaneous Provisions

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

Jobs for Veterans State Grant (JVSG):

1. 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.

2. 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.

- a) 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® partners to identify veterans and establish an appropriate plan to meet the individuals' needs.



- b) LVERS will conduct face-to-face contact with employers, plan and participate in job and career fairs and conduct job development with employers. LVERs will facilitate employment, training, and placement services furnished to veterans, promote the benefits of employing veterans, and facilitate employer training. LVER's will work with other partners and workforce development provided to communicate employer outreach and job openings
- c) Veterans with significant barriers to employment such as, but not limited to, long-term unemployment, previous incarceration, and low-income status 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.
- d) DVOP specialists will coordinate supportive services with applicable providers, deliver technical assistance to community-based organizations for employment and training services to veterans, and assist PA CareerLink® partners in providing services to veterans on a priority basis.
- e) Veterans, ages 18-24 and transitional service members are eligible to meet with the DVOP to receive one-on-one case management services.

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

3. Agreement on funding the costs

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

4. Methods for referral

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

- Familiarize themselves with the basic eligibility and participation requirements of all BWPO programs, as well as with the available services and benefits offered.



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

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

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

6. Miscellaneous Provisions

- Pennsylvania state personnel laws and collective bargaining agreements must govern all state merit staff in a PA CareerLink® site. No activity shall infringe upon any collective bargaining agreement. The commonwealth retains authority over its employees and its resources; the commonwealth retains responsibility for its programs.



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

Foreign Labor Certification:

1. Description of Services

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

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

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

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



2. Access to Services

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

- a. BWPO is in partnership with the PA CareerLink[®] 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.
- b. The Foreign Labor Certification Unit (FLC), a work unit within BWPO Central Office, provides employers with other U.S. Department of Labor (USDOL) mandated foreign labor certification process services, and helps employers complete the SWA related segments of the temporary foreign labor H-2A and H2B.
- c. PA CareerLink[®] 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.
- d. PA CareerLink[®] staff also offer a variety of other employer services including education and training services to help employers build a quality workforce.
- e. 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.

3. Agreement on funding the costs

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

4. Methods for referral



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

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

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

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

6. Miscellaneous Provisions



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

Office of Vocational Rehabilitation:

1. Description of Services

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

2. Agreement on funding the costs

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



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

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

4. Miscellaneous Provisions

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

OVR will pay six (6) FTE's at the Lackawanna County Career Link as we have in the past. FTE's will continue to be assigned contiguous space including at least 4 private offices to ensure compliance with customer confidentiality requirements. The current space assigned to OVR is preferred.

PA Department of Community and Economic Development:

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 sites, building housing capacity, provision of family self-sufficiency and case management, facilitation of Results-Oriented Management and Accountability. For every \$1 of CSBG funds, the PA network leveraged \$16.82 from other federal, state, local and private sources, including the calculated value of volunteer hours.

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

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

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

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

Any partners with staff not assigned on-site on a regular schedule may provide program material at assigned stations for public accessibility; however, in this



situation, the PA CareerLink® Lackawanna County DOES NOT assume liability for any materials and/or equipment (i.e., phone, computer, etc.) which may be housed at said station or at information kiosks within the Center. Upon approval of said partner and following the provision of proper instruction, PA CareerLink® staff may provide universal information regarding the partner's programs/activities to site customers, as appropriate. It is also understood that any partner may be asked to participate in PA CareerLink® Lackawanna County activities, as determined necessary by the Site Administrator.

As previously stated, the following chart provides a comprehensive description of available services:

The Senior Community Service Employment Program (SCSEP):

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

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

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

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

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



The National Farmworker Jobs Program:

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

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

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

- Eligible seasonal farmworker or
- Eligible migrant farmworker or
- Eligible MSFW Youth
- Be a United States Citizen or Work Authorized
- Selective Service Registered

Second MSFW's must be:

- A low income individual who faces multiple barriers to economic self-sufficiency.
- A dependent of an eligible farmworker may also qualify if they are a United States citizen or work authorized and selective service registered.

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

PathStone Corporation has targeted areas where the highest numbers of eligible farmworkers reside. Lackawanna County is not a targeted area. Thus, PathStone will provide a toll free number 1-800-425-0053 that is accessible 24 hours a day, 7 days



per week. Should a farmworker be eligible for services following contact through the toll free phone line, PathStone will provide services and / may, when necessary, provide a staff person on site to assure services are rendered.

WIOA Title II Adult Basic Education

Marywood University's ABLE program will fulfill the roles and responsibilities in its relationship with the PA CareerLink® Lackawanna County. The program will provide a direct linkage from the local CareerLink to the Adult Education Center through a designated phone line that will provide immediate assistance to students. This assistance will include adult literacy information, answering questions, and/ or connecting students to community resources related to adult literacy/workforce development. Additionally, Marywood's Project Director, ABE/ASE Coordinator, ESL Coordinator, and/or Student Services Coordinator will hold quarterly trainings with the PA CareerLink®'s Staff to provide information and training in Adult Basic Education services. ABLE staff members will hold regularly scheduled informational/intake sessions at the PA CareerLink® Lackawanna County over a four week period prior to the start of the program year and mid-way through the program year. An online referral form will be available through Marywood's Adult Literacy Website for PA CareerLink® staff to access. Additionally Marywood's ABLE program will enter an Infrastructure Funding Agreement as an MOU partner joining as Variable Member Affiliate. This will allow the program to have dedicated space to provide written literature on adult education service and a flexible partnership to arrange adult education workshops and informational sessions for staff, participants, and Literacy Coalition members. The program will continue to hold bimonthly Literacy Coalition meetings at the PA CareerLink® Lackawanna County.



| Business Services | Job Seeker Services | Youth Services |
|--|--|---|
| <ul style="list-style-type: none"> • Serve as a single point of contact for businesses, responding to all requests in a timely manner • Conduct outreach regarding the local workforce system's services and products • Provide access to labor market information • Assist with the interpretation of labor market information • Use of local one-stop facility for recruitment and interviewing • Post job vacancies in CWDS and take and fill job orders • Provide information regarding workforce development initiatives and programs • Provide information and services related to UI taxes and claims • Conduct on-site Rapid Response activities • Conduct job fairs • provide customized recruitment and job applicant screening, assessment and referral services • Assist on human resources issues • Provide information regarding disability awareness issues • Provide information regarding assistive technology and communication accommodations • Assist with disability and communication accommodations, including job coaches • Provide information on On-the-Job Training (OJT) contracting • Provide employer and industry-driven Occupational Skills Training information • Provide information on customized training initiatives • Coordinate with employers to develop and implement layoff aversion strategies • Develop, convene, or implement industry or sector partnerships | <p style="text-align: center;"><u>Basic Career Services</u></p> <ul style="list-style-type: none"> • Outreach, intake and orientation to the information, services, programs, tools and resources available through the local workforce system • Initial assessment of skills, aptitudes, abilities, and supportive service needs • Job search and placement assistance • Access to employment opportunities and labor market information • Performance information and program costs of eligible providers of training, education, and workforce services • Information on performance of the local workforce system • Information on available supportive services and referral to such, as appropriate • Information and meaningful assistance on UI claim filing • Determination of potential eligibility for workforce Partner services, programs and referrals • Information for application of financial aid for training and education programs not provided under WIOA <p style="text-align: center;"><u>Individualized Career Services</u></p> <ul style="list-style-type: none"> • Development of an Individual Employment Development Plan charting goals, achievement objectives, and service needs • Referral to training services • Group counseling • One-on-one counseling and career planning • Literacy activities related to work readiness • Case management for customers seeking training services, in and out of area job search, referral and placement assistance • Work experience, transitional jobs, registered apprenticeships, and internships • Workforce preparation services (soft skills) to prepare individuals for unsubsidized employment or training • Post-employment follow-up services <p style="text-align: center;"><u>Training</u></p> <ul style="list-style-type: none"> • Occupational skills training through Individual Training Accounts (ITAs) • Adult education and literacy activities, including English language acquisition (ELA) in combination with the above training activities • Incumbent worker training • On-The-Job training (OJT) • Programs combining workplace training with related instruction (cooperative education) • private sector training initiatives • Skill upgrading and retraining • Entrepreneurial training • Employer-committed customized training • Other (locally determined) | <ul style="list-style-type: none"> • Tutoring, study skills training, instruction, and evidenced-based drop-out prevention and recovery strategies that lead to completion of a high school diploma or GED (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized post-secondary credential • paid and unpaid work experience with an academic and occupational education which may include: <ul style="list-style-type: none"> ○ Summer and year-round employment opportunities ○ Pre-apprenticeship programs ○ Internships and job shadowing ○ and OJT Opportunities • Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster • Supportive services • Follow-up services for not less than 12 months after the completion of participation, as appropriate • Financial literacy education • Provision of labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services • Alternative secondary school services or dropout recovery services, as appropriate • Occupational skill training with priority consideration in areas that lead to recognized post-secondary credentials that are aligned with local in-demand industry sectors or occupations • Leadership development opportunities such as community service, peer-centered activities encouraging responsibility, and other positive social and civic behaviors, as appropriate • Adult mentoring during participation and not less than 12 months subsequent • Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate • Entrepreneurial skills training • Activities that help youth prepare for and transition to postsecondary education and training |



The PA CareerLink® Lackawanna County is designed to incorporate any/all partners, regardless of their entity or affiliation, into a unified, harmonious, interrelated whole through an integrated floor plan that allows for consistency of service provision to all customers. Referrals among partners, both on and off-site, occur through a mutual understanding of the availability of types of services /activities and are conducted through person-to person contacts; via phone messages, or through written documentation, as applicable.

❖ Roles and Responsibilities

📌 All Parties

All Parties to this MOU 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 Non-Discrimination 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 Commonwealth of PA UI Agency (20 CFR part 603);
- all amendments to each; and
- all requirements imposed by the regulations issued pursuant to these acts.

The above provisions require, in part, that no person 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.

Further, 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 outlined herein;



- 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 or records, and other confidential information relating to customers; and
- Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after termination of this MOU.

Chief Elected Officials

The Chief Elected Officials (CEOs) for the Lackawanna County Workforce Development Area are the Lackawanna County Board of Commissioners (hereinafter referred to as LC BOC). The LC BOC will, at a minimum:

- In partnership with the Lackawanna County WDB 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 Lackawanna County WDB Multi-Year Local Plan;
- Coordinate with the Lackawanna County WDB to oversee the operations of the Lackawanna County PA CareerLink® American Job Center network.

Lackawanna County WDB

The Lackawanna County WDB ensures that the workforce-related needs of business, employers, workers, and job seekers in the local area and/or region are met, to the maximum extent possible, with available resources. The Lackawanna County WDB will, at a minimum:

- In partnership with the LC BOC and other applicable Partners within the Lackawanna County WDA, develop and submit a Local Multi-Year WDA plan that includes a description of the activities that shall be undertaken by the Local Board 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 LC BOC 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 all applicable Partners within the planning region, develop the strategic regional vision, goals, objectives, and workforce-related policies for the One-Stop Center;
- In cooperation with the other local WDBs within the regional area, design and approve the American Job Center network structure. This includes, but is not necessarily limited to:



- Ensuring adequate, sufficient, and accessible one-stop center locations and facilities;
 - Ensuring sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and adults in need of adult education and literacy activities);
 - Providing holistic system of supportive services;
 - Ensuring elimination of programmatic and operational silos, thus, enabling a unified structure and process of collaborative, streamlined, and customer-focused service delivery; and
 - Competitive procurement of a one-stop operator.
- Designate, through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the local one-stop operator;
 - Determine the role and day-to-day duties of the one-stop operator;
 - Approve annual budget allocations for operation of the local one-stop Center;
 - Help the one-stop operator recruit operational Partners and negotiate MOUs with ne partners;
 - Leverage additional funding for the American Job Center network to operate and expand one-stop customer activities and resources; and
 - Review and evaluate performance of the Lackawanna County WDA and one-stop operator/operation.

Local Workforce Development Board Staff

Specific responsibilities include, at a minimum:

- Assist the Lackawanna County Board of Commissioners (LC BOC) and the Lackawanna County WDB with the development and submission of a single regional plan and local multi-year plan;
- Support the Lackawanna County WDB with the implementation and execution of the regional vision, goals, objectives, and workforce-related policies, including all duties outlined above;
- Provide operational guidance and grant-specific guidance to the one-stop operator;
- Investigate and resolve elevated customer complaints and grievance issues;
- Prepare regular reports and recommendations to the local WDB;
- Conduct internal monitoring of all operational aspects and one-stop operations;
- Oversee all operation subcontracts and invoicing;
- Prepare for, coordinate, and assist at local WDB Quarterly meetings, WDB Executive Committee meetings, WDB Youth Advocacy Sub-Committee meetings; and other ad hoc sub-committee meetings, as warranted;
- Prepare and distribute minutes of all local WDB and Sub-Committee meetings;
- Prepare operational data/reports for distribution at WDB Quarterly meetings including, but not necessarily limited to: fiscal and programmatic operation reports, monitoring reports, performance reports, etc.
- Ensure that all local WDB meetings, as required, are carried out under the Sunshine Act;



- Prepare yearly WDB rosters of members for submission to the Commonwealth;
- Prepare yearly budgets for review and approval by the LC BOC and WDB to fulfill requirements of the Commonwealth of PA;
- Develop internal policies and procedures for WDB review and approval; and
- and address any other applicable workforce circumstances

One-Stop Operator

Within the single-county Lackawanna County WDB, there is one (1) comprehensive One-Stop Center. One (1) Site Administrator will serve as the functional leader of the Site, as follows:

“When fulfilling services for the One-Stop system, all partners are under the functional direction of the PA CareerLink® Administrator. Those partners who may be collocated but not providing services through the One-Stop system are not under the functional supervision of the PA CareerLink® Site Administrator. At the time that a co-located partner begins to provide One-Stop services, co-located staff fall under the functional direction of the PA CareerLink® Site Administrator, in accordance with the formal PA CareerLink® Site Administrator job description.”

As such, the Site Administrator will have the authority to organize Partner staff, in order to facilitate, optimize, and streamline internal service delivery efforts. Formal leadership, supervision, and performance responsibilities will remain with each staff member's employer of record. The one-stop operator, through the Site Manager, will at a minimum and in addition to the duties listed on pages 3/4 of this MOU:

- Manage daily operations, including but not necessarily limited to:
 - Managing and coordinating Partner responsibilities, as defined in this MOU;
 - Managing hours of operation (8:30 A.M. – 4:30: P.M.); Monday through Friday;
 - Coordinating daily work schedules and work flow based upon operational needs;
 - Ensure effective service coverage of the Site at all times through collaboration with Partner entities;
- Assist the local WDB in establishing and maintaining the American Job Center network structure, including but not necessarily limited to:
 - Ensuring the Commonwealth of PA's requirements for Center certification are met and maintained;
 - Ensuring that career services such as the ones outlined in WIOA sec. 134(c)(2) are available and accessible;
 - Ensuring that all Lackawanna County WDB approved polies and procedures are implemented and adhered to;
 - Reinforcing strategic objectives of the Lackawanna County local WDB to Partners;
 - Ensuring staff are properly trained by their formal leadership organization and provided technical assistance, as needed;



- Integrate systems and coordinate services for the Site and its Partners, placing priority on customer service according to WIOA definitions and requirements;
- Ensuring that services are seamless to the customer, free of cumbersome transitions and duplicative efforts;
- Ensuring a smooth customer flow to access the full array of available services;
- Identifying and facilitating the timely resolution of complaints, problems, and other issues;
- Ensuring open lines of communication with all Partner entities leaders and staff;
- Implement customer satisfaction processes and evaluate outcomes for report-out purposes; and
- Manage fiscal responsibilities and records for the Site.

The Lackawanna County one-stop Consortium of Operators will not assist in the following:

- Development, preparation and submission of Local Plan(s);
- Manage or assist in future competitive processes for selecting of a local operator;
- Select or terminate the approved one-stop operator;
- Select any providers of services;
- Negotiate local accountability performance measures; and/or
- Develop and submit budgets under the authority of the Lackawanna County WDB.

Partners

All Full and Half Partners that are co-located at the local one-stop Site must commit to cross training of staff, as appropriate, to carry out the vision, mission and goals as set forth by the Lackawanna County BOC and WDB in the approved local Plan for one-stop operations.

Further, Partners will promote system viability and integration to the maximum extent feasible through:

- Effective communication, information sharing, and collaboration with the one-stop operator;
- Joint Site planning, policy development, and internal system design processes;
- The design and implementation of common processes and procedures to the extent feasible;
- Leveraging of resources, as appropriate;
- Participation in continuous improvement activities designed to boost Site outcomes and increased customer satisfaction;
- Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration; and
- Ensure timely reimbursement of RSAB costs.



❖ Data Sharing

All one-stop partners agree to the following in regards to the sharing of data within the Site:

- Any/all customer Personally Identifiable Information (PII) will be properly secured, used and disclosed in accordance with various requirements as set forth in Federal and State privacy laws as well as the Lackawanna County WDB's approved PII Policies and Procedures;
- The collection, use and disclosure of customer education records, and the PII contained therein, as defined under FERFA, shall comply with FERFA and applicable State privacy laws;
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20CFR part 603;
- All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38;
- Customer data may be shared with other internal programs, for those programs' purposes, 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; and
- All customer information will be house in a secure and confidential manner and location.

All one-stop Center partner staff will be trained in the protection, use and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERFA-protected education records, confidential information in UI records, and personal information in VR records.

❖ Confidentiality

As stated above, all parties/Partner staff agree to abide by all Federal, State and local laws and regulations regarding confidential information. Each party further ensures that the collection and use of information, systems or records that contain PII and/or other personal and confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable laws. 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 such 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.

❖ Referrals



In order to facilitate a referral system that provides integrated and seamless delivery of services to workers, job seekers, and employers, the Partners agree to the following:

- 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/activities represented at the Lackawanna County one-stop Site;
- Develop materials summarizing their programs/activities for dissemination to other Partners and customer;
- Regularly evaluate the ways to improve the referral process, including the use of customer satisfaction surveys;
- Commit to on-going communication supporting effective referral processes;
- Commit to active follow-up of referrals to assure that partner resources are being leveraged and the customer needs are being met.
- Conduct tracking of referrals, if subsequently, mandated by PA Department of Labor & Industry.

❖ Compliance Reference Documents

All parties affixing their signature to this document agree to comply with the following reference documents: WDB Strategic Plan; the WDB Multi-Year Local Plan; PA CareerLink® Policy and RSAB; any additional grants received such as but not limited to National Emergency Grants (NEGs); Industry Partnership and Worker Training Grants; TANF Grants and/or requirements, etc.

All parties to this Agreement will abide by state and federal grant requirements, including but not limited to nondiscrimination, accessibility, the federal lobbying act, state and federal debarment, in accordance with policies and procedures developed and distributed by the Pennsylvania Department of Labor and Industry.

❖ Accessibility

✚ **Physical Accessibility**

The Lackawanna County one-stop Site will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, high traffic, and accessible location, taking into consideration reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed to ensure access for individuals with disabilities.

✚ **Virtual Accessibility**

The Lackawanna County WDB will comply with any/all mandates of the Commonwealth of PA Workforce Development Board to ensure that job seekers and businesses have access to the same information on-line as they do in a physical



facility including usage of the Commonwealth Workforce development System (CWDS). The one-stop Site will maintain a website that details all programs and series.

⚡ Communication Accessibility

All Partners agree that they will provide accommodations for individuals who have communication challenges including, but not necessarily limited to, those individuals who are deaf or hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

⚡ 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 and 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 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 American Job Center 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 educational 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 and assistive listening devices will be available to ensure physical and programmatic accessibility within the local one-stop American Job Center network.

❖ Outreach

The Lackawanna County WDB 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;
- Identification of local and/or regional human resources professionals for contact purposes;
- A campaign aimed at local and/or regional job seekers, including a targeted effort to reach populations most at risk or most in need;
- A campaign aimed at the out-of-school youth and/or drop-out populations;
- Sector strategies and career pathways initiatives; Connections to registered apprenticeships;
- An outreach toolkit for partner use;
- Regular use of social media;



- Clear objectives and expected outcomes; and
- leveraging of any statewide outreach materials relevant to the local area and/or region.

❖ Dispute Resolution

In the event of a dispute regarding the execution of this MOU by Partner entities, Chair of the Lackawanna County WDB (or his/her designee) will 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 as follows:

1. Any disputes shall first be attempted to be resolved informally;
2. Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. To this end, the petitioner must send notification to the Lackawanna County WDB Chair (or designee) and all parties to the MOU either in letter or email format. thus initiating the formal dispute resolution process.
3. Upon receipt of the dispute notification, the Lackawanna County WDB Chair (or designee) will call a special meeting of the local WDB Executive Committee to address the dispute.
4. The local WDB Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a majority consent of the Executive Committee members present.
5. The decision of the Executive Committee shall be final and binding unless a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies.
6. 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 the procedure.
7. The local WDB Executive Committee will provide a written response and dated summary of the proposed resolution to the Parties of this MOU.
8. The local WDB Chair (or his designee) will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution.

❖ Monitoring

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

- Federal awards of funds are used for authorized purposes in compliance with law, regulations, and State policies;



- Those laws, regulations, and policies are enforced properly;
- performance data is 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.

❖ **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 the 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. 12101et seq.), the Nontraditional Employment for Women Act of 1991, titles VI and VII of the Civil 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 29 CFR Part 37 and 38.

❖ **Indemnification**

All Parties to this MOU recognize that partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this MOU 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 offices. No Parties assume 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 Lackawanna County WDB and the approved one-stop operator have no responsibility and/or liability for any actions of the one-stop operator have nor 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 Lackawanna WDB or the one-stop operator.

❖ **Severability**

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

❖ **Drug and Alcohol-Free Workplace**



All Partners to this MOU certify that they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et. seq., and 2CFR 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 is 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 United States 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 CFR 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 WIOA title I Adult programs, 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.

❖ **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 Program Allotments for Program year (PY) 2016; Final PY 2016 Allotments for Wagner-Peyser Act Employment Service Program Allotments; and Workforce Information Grants to State Allotments for PY 2016, Public Law 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 part of the MOU without prior 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.

Commonwealth of Pennsylvania Required Terms and Conditions:

1. COMMONWEALTH HELD HARMLESS

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

2. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Parties agree:

- a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Agreement or any subcontract, the Party, each subcontractor, or any person acting on behalf of a Party or subcontractor shall not



discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

- b. No Party nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under this Agreement.
- c. The Parties and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- d. The Parties and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the Agreement relates.
- e. The Parties and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. Each Party and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-I") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO- I report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. Each Party and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-I reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion & Small Business Opportunities (BDISBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.



- f. Each Party shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- g. Each Party's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Agreement through the termination date thereof. Accordingly, each Party and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- h. The Commonwealth may cancel or terminate the Agreement and all money due or to become due under the Agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place a Party in the Contractor Responsibility File.

3. CONTRACTOR INTEGRITY PROVISIONS

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

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

- a. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - 1) **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - 2) **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed



to have consented by virtue of the execution of this contract.

- 3) **"Contractor"** means the individuals or entities, that have entered into this Agreement with the Commonwealth.
- 4) **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- 5) **"Financial Interest"** means either:
 - a) Ownership of more than a five percent interest in any business; or
 - b) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- 6) **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- 7) **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

b. In furtherance of this policy, Contractor agrees to the following:

- 1) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
- 2) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- 3) Contractor, its affiliates, agents, employees and anyone in privity with



Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

- 4) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- 5) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - a) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - b) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - c) had any business license or professional license suspended or revoke;
 - d) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - e) been, and is not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's



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

- 6) Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- 7) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- 8) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 9) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the



State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract.

Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

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

4. CONTRACTOR RESPONSIBILITY PROVISIONS

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

- a. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- b. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- c. The Contractor's obligations pursuant to these provisions are



ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

- d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

5. AMERICANS WITH DISABILITIES ACT

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the



Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

- b. Each Party shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of a Party's failure to comply with the provisions of subparagraph a above.

6. APPLICABLE LAW

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

7. RIGHT TO KNOW LAW

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Agreement. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs a Party's assistance in any matter arising out of the RTKL related to this Agreement, it shall notify the Party using the legal contact information provided in this Agreement. The Party, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires a Party's assistance in responding to a request under the RTKL for information related to this Agreement that may be in the Party's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Party shall:



- 1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Party's possession arising out of this Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - 2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Agreement.
- d. If a Party considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Party considers exempt from production under the RTKL, the Party must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Party explaining why the requested material is exempt from public disclosure under the RTKL.
 - e. The Commonwealth will rely upon the written statement from the Party in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Party shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
 - f. If a Party fails to provide the Requested Information within the time period required by these provisions, the Party shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Party's failure, including any statutory damages assessed against the Commonwealth.
 - g. The Commonwealth will reimburse the Party for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
 - h. The Party may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Party shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the



Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Party's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. The Party agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

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

8. OFFSET PROVISION

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

❖ Steps to Reach Consensus

1. Notification of Partners

The Chair of the Lackawanna County WDB (or designee) must notify all parties in writing that it is necessary to renew or execute the MOU and provide all applicable policies and preceding MOU documents, as applicable.

2. Kickoff Meeting

The Chair of the Lackawanna County WDB (or designee) is responsible for convening all required and optional American Job Center Partners to formally kick-off negotiations, and to ensure that, at a minimum, all American Job Center Partners within the Lackawanna County WDA are appropriately represented. The kickoff meeting should take place no later than within a reasonable time frame of notification as it must be hosted in a timely manner to allow for all steps to be conducted in good faith and in an open and transparent environment.

At the kickoff meeting, the Chair (or designee) must provide a detailed review of all relevant documents, facts, and information and ensure all partners have sufficient time to ask questions or voice concerns and are fully aware of expectations and the overall process.

3. Negotiations

Following the Kickoff Meeting, Partners must submit all relevant signatory documents to the Lackawanna County WDB Chair (or designee) for finalization purposes. Additional formal or informal meetings may occur, so long as they



are conducted in an open and transparent manner, with pertinent information provided to all Parties.

4. Finalized Draft

Once all signatures have been assembled and attached, the Chair of the Lackawanna County WDB (or designee) will circulate a finalized copy of the MOU to all parties. At this time, the MOU will be considered fully executed.

If determined that a Partner is unwilling to sign the MOU, the Lackawanna County WDB (or designee) must ensure that the dispute resolution process is followed.

❖ Modification Process

1. Notification

When a Partner wishes to modify the MOU, the partner must provide written notification to all signatories of the existing MOU and outline the proposed modifications.

2. Discussion/Negotiation

Upon notification, the Local WDB Chair (or designee) will 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 communication of all the Parties. If the proposed modification is extensive and is met with opposition, the Local WDB Chair (or designee) 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 Local WDB, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, the Lackawanna county WDB Chair (or designee) 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, the Local Board Chair (or designee) will ensure that the process in the Dispute Resolution section of this MOU is followed.

3. Signatures

The Lackawanna County WDB Chair (or designee) will circulate the MOU modification and secure partner signatures. 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 all signatures are acquired with a comprehensive copy of the modification distributed to all parties.

❖ Termination

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

- All parties mutually agree to terminate this MOU prior to the end date.
- Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to this MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
- WIOA is repealed or superceded by subsequent federal law.
- Local area designation is changed under WIOA.
- A party breaches any provision of this MOU and such breach is not cured after receiving written notice from the Local WDB Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(ies) 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.

In the event of termination, the parties to this MOU must convene after the breach of the MOU to discuss the formation of a 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 by following the modification process identified in the Modification Process section of this MOU.

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

❖ Effective Period

This MOU is entered into on July 1, 2017 and will remain in effect until June 30, 2020, unless any of the reasons in the Termination section of this MOU apply.

One-Stop Operating Budget

This MOU establishes a financial plan, including terms and conditions, to fund the services and operating costs of the PA CareerLink® Lackawanna County American Job Center network. The Parties to this MOU agree that joint funding is a necessary foundation for an integrated delivery system. The goal of the operating budget is to develop a funding mechanism that:



- Establishes and maintains the Local workforce delivery system at a level that meets the needs of 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 American Job Center network Partners by determining contributions based on the proportionate use of the applicable One-Stop center 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 one-stop operating budget, Resource Sharing Agreement Budget (RSAB), as the master budget that is necessary to maintain the PA CareerLink® Lackawanna County as a high-standard American Job Center network site. All costs are included in the MOU, allocated according to partners' 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 transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All partners will negotiate in good faith and seek to establish outcomes that are reasonable and fair.

In addition, the Lackawanna County WDB has prepared an Infrastructure Cost Schedule that delineates a "proportionate use to relatives benefits" outline defining costs affiliated with both partner as well as affiliate responsibilities within the one-stop system. This Cost Schedule is included herein as Attachment A.

❖ **Earned Income**

Any/all income earned as a result of shared activities such as, but not necessarily limited to, employer space rentals, business partnerships, educational institutions space rentals, etc. will be distributed to all partners either through direct reimbursement at the conclusion of any given Program Year or for overall improvement of the PA CareerLink® physical site with direct benefits to all partner entities. If distributable, the program income will be allocated in the same proportion as the shared costs. Any earned income will be reported on the RSAB.

Authority and Signatures

The individuals signing below have the authority to commit the parties they represent to the terms of this MOU/RSAB and they do so by affixation of their signatures:

Chief Elected Official(s)



Chairman, Lackawanna County BOC

12-19-17



Signature

Title, Entity

Date

Lackawanna County
Workforce Development
Board (WDB)

Tom Dawber
Signature

Chairman, Lackawanna County WDB
Title, Entity

12/18/17
Date

Lackawanna County (WDB)
Fiscal Agent

[Signature]
Signature

Fiscal Agent, Lackawanna County WDB
Title, Entity

12/15/17
Date

PA Careerlink Lackawanna
County

Larry Melf
Signature

Signatory, Consortium of Operators
Title, Entity

12/15/17
Date

[Signature]
Signature

Signatory, Consortium of Operators
Title, Entity

12/15/17
Date

[Signature]
Signature

Signatory, Consortium of Operators
Title, Entity

12/15/17
Date

Parties to the MOU/IFA:

In agreement with this MOU/IFA and attached RSAB, the following parties have affixed their signatures in consent through completion of the MOU/IFA Partner Authorization Form, as attached:

- X WDB Executive Director WIOA Title I, Adult/Dislocated Worker/Youth/EARN Services
- X Director, Bureau of Workforce Programs & Operations (Wagner Peysers; Rapid Response, TAA/Trade; Veterans)
- X Regional Director, Office of Vocational Rehabilitation
- X Representative, WIOA Title II, Adult & Literacy
- X Representative, Career and Technical Education (Lackawanna College)
- X Representative, Career and Technical Education (Johnson College)
- X Representative, TANF, Title IV, Social Security Act (DPW)
- X Representative, Senior Community Services Employment Program (Pathstone)



- X Executive Deputy Secretary, PA Dept. of Community & Economic Development
- N/A Administrator, UC Board of Review (no local presence)
- X Representative, Migrant and Seasonal Farmworkers (Pathstone)
- X President, TransAmerican Technical Institute
- X CEO, Smith & Solomon Tractor Trailer Driving
- X Representative, Lackawanna County Head Start (SLHDA)
- X Representative, Fortis Institute
- X Representative, Lackawanna College

INFRASTRUCTURE FUNDING AGREEMENT (IFA)

Effective: 7-1-17 – 6-30-2020

The Lackawanna County Workforce Development Area is a single-County area located in the northeast corner of the Commonwealth of Pennsylvania. It is primarily urban in nature with pockets of rural landscape. It is governed by a 3-member, elected, Board of Commissioners with 1 member serving as the Chair who have assumed responsibility for the appointment of members to the Lackawanna County Workforce Development Board.

In a concerted effort to include all Workforce Innovation and Opportunity Act (WIOA) mandated partner entities and, recognizing, that all mandated partners, as well as other interested vendors, do not have budgets sufficient to warrant full partnership in the local One-Stop system of operation, the Lackawanna County Workforce Development Board has established a tiered structure to support a *"proportionate use...relative benefits"* philosophy. The myriad of partners and members involve support the goal of the Center: *to provide all job seekers and workers with high-quality career, training and supportive services needed to obtain and maintain good jobs as well as address the needs of business and industry throughout the community.*

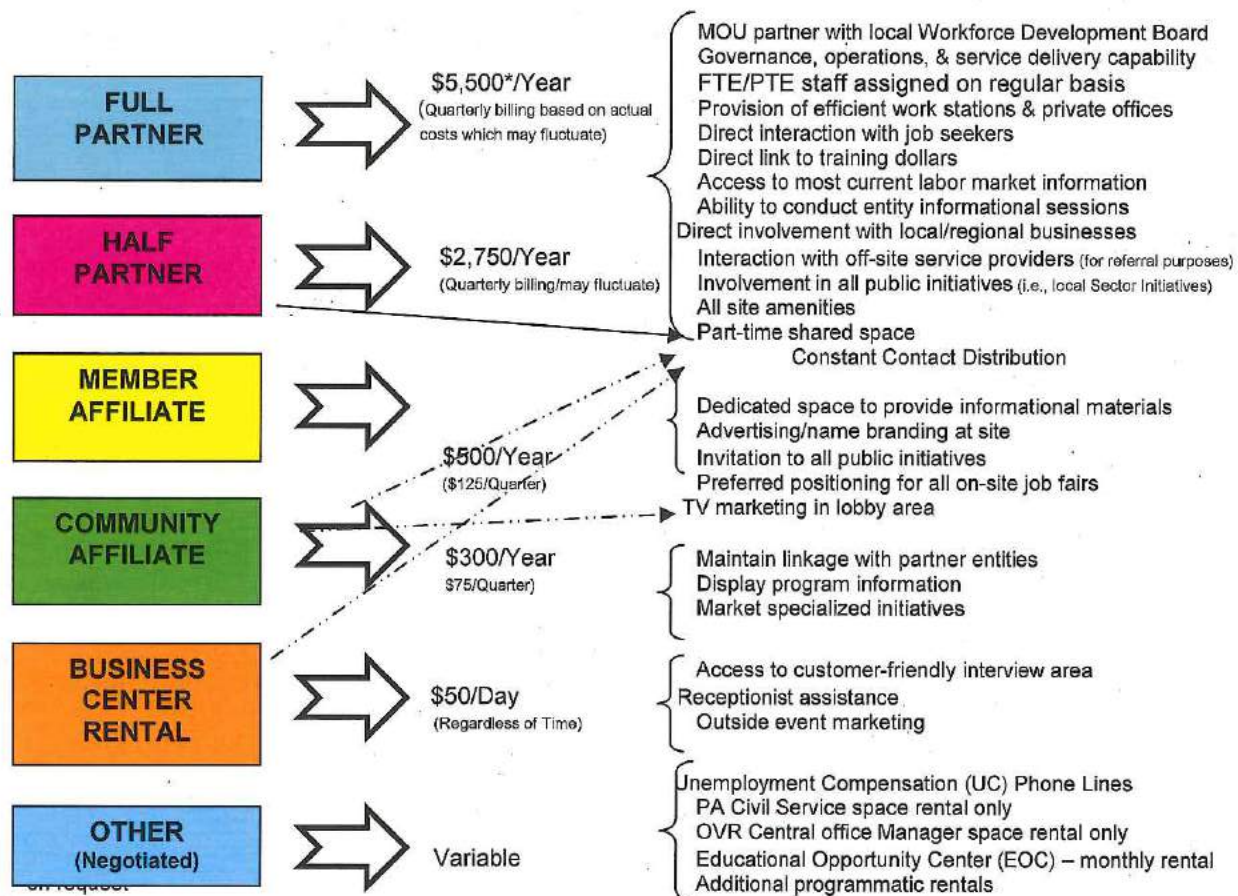
There is one comprehensive One-Stop Center located in downtown Scranton, PA (largest city) at 135 Franklin Avenue. To ensure the viability of the Center, primary and foremost is the development of a Resource Sharing Agreement Budget (RSAB), as attached to this document, that details operational costs for participation as a One-Stop partner (listed by entity and also explicitly detailed on pages 6 & 7 of the MOU). Based on historic costs within the local Center, the RSAB specifically defines all costs



associated with operation of the Center both cumulatively as well as autonomously by mandated partner entities as well as supplemental organizations. The RSAB supports, primarily, full-partner involvement with additional renters, as attained through outreach across the community.

The implementation of this structure affords the local Board the opportunity to engage as many community partners as possible to support both the local job seeker/career searcher as well as to promote expansion of economic development activities (business and industry growth) across the region. It promotes diversity among partners, acquisition of system talent, and comprehensive provision of services, all while allowing for access to resources (both financial as well as in-kind) that will serve to grow the local customer base. WIOA mandated partners provide the base for systemic strength with non-mandated partners aiding in the universal growth.

The following diagram details this structure:



The RSAB and above funding mechanism was provided and explained, in detail, to all partners at a PA CareerLink® Lackawanna County Partner Meeting held on Wednesday, October 4, 2017 at the One-Stop Center. WDB Administrative staff provided a power point presentation that included a draft RSAB as well as the charted items above. At that time, there was no discourse as to the costs involved. Should issues arise during the time frame of this IFA which will need to be resolved, the



process for resolution will follow that as defined on page 36 of the MOU and is as follows:

1. Any disputes shall first be attempted to be resolved informally.
2. Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. To this end, the petitioner must send notification to the Lackawanna County WDB Chair (or designee) and all parties to the RSAB/IFA either in letter or email form, thus initiating the formal dispute resolution process.
3. Upon receipt of the dispute notification, the Lackawanna County WDB Chair (or designee) will call a special meeting of the local WDB Executive Committee to address the dispute.
4. The local WDB Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a majority consent of the Executive Committee members present.
5. The decision of the Executive Committee shall be final and binding unless a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies.
6. 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 the procedure.
7. The local WDB Executive Committee will provide a written response and dated summary of the proposed resolution to the Parties of the RSAB/IFA.
8. The local WDB Chair (or his designee) will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution.

MOU/IFA PARTNER AUTHORIZATION

By signing my name below, I, Virginia Turano, certify that I have read the above information. 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.

By signing this document, I also certify that I have legal authority to bind my organization to the terms of;

- ❖ The MOU;
- ❖ The Resource Sharing Agreement; and
- ❖ The Infrastructure Funding Agreement.

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

- a) In three (3) years;
- b) Upon amendment, modification, or termination; or
- c) On June 30, 2020, whichever occurs earlier.

Virginia Turano

Signature

12-6-17

Date

Virginia Turano, Executive Director

Print Name and Title

Lackawanna County Workforce Development Board

Organization Name (print)

MOU/IFA PARTNER AUTHORIZATION

By signing my name below, I, Ruben A Pachay, certify that I have read the above information. 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.

By signing this document, I also certify that I have legal authority to bind my organization to the terms of;

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- ❖ The Infrastructure Funding Agreement.

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- a) In three (3) years;
- b) Upon amendment, modification, or termination; or
- c) On June 30, 2020, whichever occurs earlier.


Signature

11/30/17
Date

Ruben A Pachay; Director
Print Name and Title

Bureau of Workforce Partnership & Operations (BWPO)
Organization Name (print)

MOU/IFA PARTNER AUTHORIZATION

By signing my name below, I, Maureen Taylor, certify that I have read the above information. 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.

By signing this document, I also certify that I have legal authority to bind my organization to the terms of;

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- ❖ The Resource Sharing Agreement; and
- ❖ The Infrastructure Funding Agreement.

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- a) In three (3) years;
- b) Upon amendment, modification, or termination; or
- c) On June 30, 2020, whichever occurs earlier.

Maureen Taylor _____ 12/15/17 _____
Signature Date

Maureen Taylor, District Administrator
Print Name and Title

Sept. LABOR + Industry / Office of Vocational Rehabilitation / Bureau of Blindness + Visual Services
Organization Name (print)

MOU/IFA PARTNER AUTHORIZATION

By signing my name below, I, Tammy McHale, certify that I have read the above information. 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;
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- ❖ The Infrastructure Funding Agreement.

By signing this document, I also certify that I have legal authority to bind my organization to the terms of;

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- ❖ The Resource Sharing Agreement; and
- ❖ The Infrastructure Funding Agreement.

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- a) In three (3) years;
- b) Upon amendment, modification, or termination; or
- c) On June 30, 2020, whichever occurs earlier.

Tammy McHale

Signature

Tammy McHale, VP for Business Affairs

Print Name and Title

Marywood University

Organization Name (print)

11/28/17

Date

MOU/IFA PARTNER AUTHORIZATION

By signing my name below, I, MARK VOLK, certify that I have read the above information. 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.

By signing this document, I also certify that I have legal authority to bind my organization to the terms of;

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- ❖ The Resource Sharing Agreement; and
- ❖ The Infrastructure Funding Agreement.

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

- a) In three (3) years;
- b) Upon amendment, modification, or termination; or
- c) On June 30, 2020, whichever occurs earlier.

Mark Volk
Signature
MARK VOLK, PRESIDENT
Print Name and Title
LACKAWANNA COLLEGE
Organization Name (print)

11/30/17
Date

MOU/IFA PARTNER AUTHORIZATION

By signing my name below, I, George J. Hallerky, certify that I have read the above information. 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.

By signing this document, I also certify that I have legal authority to bind my organization to the terms of;

- ❖ The MOU;
- ❖ The Resource Sharing Agreement; and
- ❖ The Infrastructure Funding Agreement.

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

- a) In three (3) years;
- b) Upon amendment, modification, or termination; or
- c) On June 30, 2020, whichever occurs earlier.

George J. Hallerky

Signature

George J. Hallerky, Perkins Director

Print Name and Title

Johnson College

Organization Name (print)

November 28, 2017

Date

MOU/IFA PARTNER AUTHORIZATION

By signing my name below, I, Kathleen Mordan certify that I have read the above information. 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.

By signing this document, I also certify that I have legal authority to bind my organization to the terms of;

- ❖ The MOU;
- ❖ The Resource Sharing Agreement; and
- ❖ The Infrastructure Funding Agreement.

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

- a) In three (3) years;
- b) Upon amendment, modification, or termination; or
- c) On June 30, 2020, whichever occurs earlier.

Kathleen Mordan

Signature

11/20/17

Date

Kathleen Mordan, DHS Area Manager

Print Name and Title

Department of Human Services

Organization Name (print)

MOU/IFA PARTNER AUTHORIZATION

By signing my name below, I, Nita R. D'Agostino, certify that I have read the above information. 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.

By signing this document, I also certify that I have legal authority to bind my organization to the terms of;

- ❖ The MOU;
- ❖ The Resource Sharing Agreement; and
- ❖ The Infrastructure Funding Agreement.

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

- a) In three (3) years;
- b) Upon amendment, modification, or termination; or
- c) On June 30, 2020, whichever occurs earlier.



Signature

12/18/2017

Date

Nita R. D'Agostino SA, Vice Pres. - Direct Services

Print Name and Title

PathStone Corporation

Organization Name (print)

MOU/IFA PARTNER AUTHORIZATION

By signing my name below, I, Neil Weaver, certify that I have read the above information. 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.

By signing this document, I also certify that I have legal authority to bind my organization to the terms of;

- ❖ The MOU;
- ❖ The Resource Sharing Agreement; and
- ❖ The Infrastructure Funding Agreement.

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

- a) In three (3) years;
- b) Upon amendment, modification, or termination; or
- c) On June 30, 2020, whichever occurs earlier.



Signature

12/13/17

Date

Neil Weaver, Executive Deputy Secretary

Print Name and Title

Dept. of Community & Economic Development

Organization Name (print)

MOU/IFA PARTNER AUTHORIZATION

By signing my name below, I, William Vaverchak, Jr., certify that I have read the above information. 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.

By signing this document, I also certify that I have legal authority to bind my organization to the terms of;

- ❖ The MOU;
- ❖ The Resource Sharing Agreement; and
- ❖ The Infrastructure Funding Agreement.

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

- a) In three (3) years;
- b) Upon amendment, modification, or termination; or
- c) On June 30, 2020, whichever occurs earlier.

William Vaverchak Jr.
Signature

December 21, 2017
Date

William Vaverchak, Jr., Vice-President
Print Name and Title

Trans American Technical Institute, Inc.
Organization Name (print)

MOU/IFA PARTNER AUTHORIZATION

By signing my name below, I, Sam Coates, certify that I have read the above information. 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.

By signing this document, I also certify that I have legal authority to bind my organization to the terms of;

- ❖ The MOU;
- ❖ The Resource Sharing Agreement; and
- ❖ The Infrastructure Funding Agreement.

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

- a) In three (3) years;
- b) Upon amendment, modification, or termination; or
- c) On June 30, 2020, whichever occurs earlier.

Sam Coates
Signature

12/15/17
Date

Sam Coates, Executive Director
Print Name and Title

Sanjour-Kennedy Asset Management Party, Inc.
Organization Name (print)

MOU/IFA PARTNER AUTHORIZATION

By signing my name below, I, Madeline Levy Cruz, ~~certify that~~ I have read the above information. 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.

By signing this document, I also certify that I have legal authority to bind my organization to the terms of;

- ❖ The MOU;
- ❖ The Resource Sharing Agreement; and
- ❖ The Infrastructure Funding Agreement.

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

- a) In three (3) years;
- b) Upon amendment, modification, or termination; or
- c) On June 30, 2020, whichever occurs earlier.



Signature

11/29/2017

Date

Madeline Levy Cruz, President

Print Name and Title

Fortis Institute

Organization Name (print)