

**Berks County Workforce Development Board  
(WDB)**

**and**

**PA CareerLink® Berks County One-Stop Partners**



**LWDB/One-Stop Partners Memorandum of  
Understanding**



**July 1, 2023, to June 30, 2026**  
Modification Effective: July 1, 2024

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## **I. Legal Authority**

The Workforce Innovation and Opportunity Act, or WIOA sec. 121(c)(1) requires the local workforce development board, or local board, or LWDB, with the agreement of the chief elected official, or CEO, to develop and enter into a memorandum of understanding, or MOU, between the local board and the one-stop partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local workforce development area, or local area, or LWDA. This requirement is further described in the WIOA; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500 and in federal guidance. Additionally, the sharing and allocation of infrastructure costs among one-stop partners is governed by WIOA sec. 121(h), its implementing regulations, and the federal cost principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or Uniform Guidance, at 2 CFR part 200.

## **II. Introduction**

The purpose of this memorandum of understanding, or MOU, is to define the parameters within which education, workforce, economic development, and other partner programs and entities operating in the Berks County Workforce Development Area create a seamless, customer-focused service delivery system that aligns service delivery across the area and enhances access to program services. By realizing one-stop opportunities together, partners can build community-benefiting bridges, rather than silos of programmatic isolation. These partnerships will reduce administrative burden and costs while increasing customer access and performance outcomes.

The MOU is also a financial plan, including terms and conditions, to fund the services and operating costs of the PA CareerLink® Berks County system. The parties to this agreement agree that joint funding is a necessary foundation for an integrated service delivery system. The MOU parties' goal is to develop overarching parameters in establishing a funding mechanism that:

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

This MOU is executed between the Berks County Workforce Development Board (WDB), PA CareerLink® Berks County One-Stop Partners (Partners), and the Chief Elected Official (CEO), of the County of Berks. They are collectively referred to as the "parties" to this MOU. This MOU is developed to confirm the understanding of the Parties regarding the operation and management of the PA CareerLink® Berks County.

The Berks County WDB, with the agreement of the CEO, has competitively selected Educational Data Systems, Inc. as the one-stop operator for the PA CareerLink® Berks County. The Berks County WDB selected the One-Stop Operator through a competitive process in accordance with the Uniform Guidance, WIOA and its implementing regulations, and local procurement laws and regulations. All documentation for the competitive Operator procurement and selection process are available upon written request to the WDB. WIOA requires a competitive process be conducted at least once every four years to properly procure an Operator. Functional details are outlined in the Roles and Responsibilities of the One-Stop Operator.

The Infrastructure Funding Agreement, or IFA, and PA CareerLink® Operating Budget, or OB, establish a financial plan, including terms and conditions, to fund the services and operating costs of the PA CareerLink® Berks County system. Parties to this MOU agree that joint funding is an essential foundation for an integrated service-delivery system and necessary to maintain the Berks County Workforce Development Area (WDA) high-standard PA CareerLink® system.

The Vision, Mission, System Structure, Terms and Conditions, Infrastructure Funding Agreement, Operating Budget, and parties to the MOU Signatory Pages contained herein reflect the commitment of the parties to their job seeker, worker, and business customers, as well as to the overall Berks County community.

### **VISION**

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

### **MISSION**

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

### **PA CareerLink® Berks County Site (Comprehensive)**

*Site Administrator:* Nicholas Shirk  
*Location Address:* 1920 Kutztown Road, Suite F  
Reading, PA 19604  
*Phone Number:* 610-988-1300  
*Email Address:* [info@bccl.org](mailto:info@bccl.org)  
*Website:* [www.careerlinkberks.com](http://www.careerlinkberks.com)  
*Operating Hours:* M, T, Th, F: 8:30AM-4:30PM  
W: 10AM-4:30PM

### **III. Partners**

To establish a high quality one-stop delivery system and enhance collaboration amongst partner programs, all required partners and additional partners represented in the Berks County WDA are as follows:

- PA Department of Labor & Industry, Bureau of Workforce Partnership and Operations
  - Wagner-Peyser Act, Trade Adjustment Assistance, Rapid Response, Jobs for Veterans State Grant, Foreign Labor Certifications
    - David (Mike) Dopkin, Assistant Regional Director
    - 484-280-0463
    - [ddopkin@pa.gov](mailto:ddopkin@pa.gov)
- PA Department of Labor & Industry, Office of UC Centers
  - State Unemployment Compensation Programs Kris Kessler, Administrative Officer II
  - 717-783-3295
  - [krkessler@pa.gov](mailto:krkessler@pa.gov)
- County of Berks
  - WIOA Title I
  - TANF/EARN
    - Daniel Fogarty, Director of Workforce Development & COO
    - 610-898-5574 x2099
    - [dfogarty@berkspa.gov](mailto:dfogarty@berkspa.gov)
      - Christian Leinbach, Berks County Commissioner is the signatory.
- PA Department of Human Services
  - TANF
    - Edward Whisler, Area Manager for Operations (Signatory)
    - 215-756-1717
    - [ewhisler@pa.gov](mailto:ewhisler@pa.gov)
    - Local TANF Partner Representative
      - Michael Camacho, Executive Director County Assistance Office (CAO)
      - 610-763-4242
      - [Mcamacho@pa.gov](mailto:Mcamacho@pa.gov)
- PA Department of Labor & Industry, Office of Vocational Rehabilitation (OVR)
  - Rehabilitation Act Title I parts A and B programs
    - Kimberly Baskett, District Administrator
    - 610-621-5802
    - [kbaskett@pa.gov](mailto:kbaskett@pa.gov)
- Reading Area Community College (RACC)
  - Title II – Adult Education and Family Literacy Act
    - Cindy Line, Director of Literacy Programs
    - 610-372-4271 x5122
    - [cline@racc.edu](mailto:cline@racc.edu)
  - Carl D. Perkins Vocational and Applied Technology Education Act
    - Laura Kline, Director of Career & Technical Education
    - 610-372-4721 x5273
    - [lkline@racc.edu](mailto:lkline@racc.edu)
      - Dr. Susan Looney, President is the signatory.

- AARP Foundation
  - Senior Community Service Employment Program, Title V of the Older Americans Act of 1965
    - Veronica Brown
    - 610-375-2576
    - [vbrown@arp.org](mailto:vbrown@arp.org)
  
- PathStone Corporation
  - Migrant and Seasonal Farmworker Program
    - Tracy L. Jones, Executive Director, Program Development Administration
    - 610-925-5600 x1001
    - [Tjones@pathstone.org](mailto:Tjones@pathstone.org)
  
- PA Department of Community and Economic Development (DCED)
  - Community Services Block Grant Employment and Training Activities
    - Berks Community Action Program, Inc.
    - Lawrence Berringer, Executive Director (Signatory)
    - 610-376-6571
    - [lberringer@bcapberks.org](mailto:lberringer@bcapberks.org)
    - Local DCED Partner Representative
      - Nancy Boudreau, Deputy Director
      - 610-376-6571 x18
      - [nboudreau@bcapberks.org](mailto:nboudreau@bcapberks.org)
  
- Council of Three Rivers American Indian Center, Inc.
  - Native Americans Programs
    - Kerry Jevsevar, Director (Signatory)
    - 412-782-4457 x219
    - [kjevsevar@cotraic.org](mailto:kjevsevar@cotraic.org)
    - Local Council of Three Rivers Partner Representative
      - Edith Brabender, Employment & Training Counselor (Eastern PA)
      - 412-498-2443
      - [ebrabender@cotraic.org](mailto:ebrabender@cotraic.org)
  
- Adams and Associates
  - Keystone and Red Rocks Job Corps Center
    - Kelly King, Executive Center Director (Signatory)
    - 570-708-0400
    - [kking@jobcorpos.org](mailto:kking@jobcorpos.org)
    - Local Job Corps Partner Representative(s)
      - Edward Weaver, Outreach & Admissions/Career Transition Services Director
      - 570-708-0692
      - [Weaver.Edward@jobcorpos.org](mailto:Weaver.Edward@jobcorpos.org)
  
      - Jill Payne, WIOA Manager
      - 484-239-9156
      - [Payne.Jill@jobcorpos.org](mailto:Payne.Jill@jobcorpos.org)

### **Additional Partners**

- Connections Work
  - Peggy Kershner, Co-Executive Director
  - 484-260-3860
  - [pkershner@connectionswork.org](mailto:pkershner@connectionswork.org)

It is agreed that any required program not represented or available in the Berks County WDA shall not be represented as a required partner to this MOU.

## **IV. Terms and Conditions**

### **Partner Services**

At a minimum, Partners will make the below services available, as applicable to the program, consistent with and coordinated via the PA CareerLink® Berks County. Additional services may be provided on a case-by-case basis and with the approval of the WDB and the CEO.

#### **Business Services**

- Serve as a single point of contact for businesses, responding to all requests in a timely manner
- Provide information and services related to Unemployment Insurance taxes and claims
- Assist with disability and communication accommodations, including job coaches
- Conduct outreach regarding Local workforce system's services and product
- Conduct on-site Rapid Response activities regarding closures and downsizings
- Develop On-the-Job Training (OJT) and Transitional Employment (TE) contracts
- Provide access to labor market information
- Provide customized recruitment and job applicant screening, assessment, and referral services
- Provide employer and industry cluster-driven Occupational Skills Training through Individual Training Accounts with eligible training providers
- Assist with the interpretation of labor market information
- Conduct job fairs
- Develop customized training opportunities to meet specific employer and/or industry cluster needs
- Use of one-stop center facilities for recruiting and interviewing job applicants
- Consult on human resources issues
- Coordinate with employers to develop and implement layoff aversion strategies
- Post job vacancies in the state labor exchange system and take and fill job postings
- Provide information regarding disability awareness issues
- Provide incumbent worker upgrade training through various modalities
- Provide information regarding workforce development initiatives and programs
- Provide information regarding assistive technology and communication accommodations
- Develop, convene, or implement industry or sector partnerships

### **Job Seeker Services**

#### **Basic Career Services**

- Outreach, intake and orientation to the information, services, programs, tools, and resources available through the Local workforce system
- Initial assessments of skill level(s), aptitudes, abilities, and supportive service needs

- In- and out-of-area job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment)
- Access to employment opportunities and labor market information
- Performance information and program costs for eligible providers of training, education, and workforce services
- Information on performance of the Local workforce system
- Information on the availability of supportive services and referral to such, as appropriate
- Information and meaningful assistance on Unemployment Insurance claim filing
- Determination of potential eligibility for workforce Partner services, programs, and referral(s)
- Information and assistance in applying for financial aid for training and education programs not provided under WIOA

#### Individualized Career Services

- Comprehensive and specialized assessments of skills levels and service needs
- Development of an individual employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals
- Referral to training services
- Group counseling
- Literacy activities related to work readiness
- Individual counseling and career planning
- Case management for customers seeking training services; individual in- and out- of- area job search, referral, and placement assistance
- Work experience, transitional jobs, registered apprenticeships, and internships
- Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training
- Post-employment follow-up services and support (*This is not an individualized career service but listed here for completeness.*)

#### Training

- Occupational skills training through Individual Training Accounts (ITAs)
- Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above
- On-the-Job Training (OJT)
- Incumbent Worker Training
- Transitional Employment (TE)
- Programs that combine workplace training with related instruction which may include cooperative education
- Training programs operated by the private sector
- Skill upgrading and retraining
- Entrepreneurial training
- Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training
- Other training services as determined by the workforce partner's governing rules

#### Youth Services



- Tutoring, study skills training, instruction, and evidence- based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.
- Alternative secondary school services, or dropout recovery services, as appropriate.
- Paid and unpaid work experiences that have as a component academic and occupational education, which may include summer employment opportunities and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities.
- Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved.
- Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster. Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.
- Supportive services.
- Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.
- Follow-up services for not less than 12 months after the completion of participation, as appropriate.
- Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.
- Financial literacy education.
- Entrepreneurial skills training.
- Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.
- Activities that help youth prepare for and transition to postsecondary education and training.

### **Roles and Responsibilities of All Parties**

The Parties to this agreement will work closely together to ensure that the PA CareerLink® Berks County is a high-performing workplace with staff who will ensure quality of service.

All Parties to this agreement shall comply with:

- Workforce Innovation and Opportunity Act, enacted July 22, 2014
- WIOA promulgating regulations, Department of Labor Only, 20 Code of Federal Regulations, or CFR Parts 603, 651, 652, et al., Final Rule, published August 19, 2016
- WIOA promulgating regulations Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions, 20 CFR Parts 676, 677 and 678, Final Rule, published August 19, 2016
- WIOA Section 188 and its promulgating 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, or U.S. DOL
- Training and Employment Guidance Letter, or TEGL, 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188
- The Family Educational Rights and Privacy Act, or FERPA (20 U.S.C. § 1232g; 34 CFR part 99)
- Confidentiality requirements governing the protection and use of personal information held by the Vocational Rehabilitation agency (34 CFR 361.38)
- The confidentiality requirements governing the use of confidential information held by the State Unemployment Insurance agency (20 CFR part 603)
- all amendments to each, and
- all requirements imposed by the regulations issued pursuant to these acts

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

Additionally, all Parties shall:

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

### **Collaborative Professional Development**

There are many opportunities for partners to participate in training throughout the program year. Some of the training opportunities are specifically offered to individuals fulfilling a particular role within the one stop while other opportunities are available to any partner who may be interested in participating. Some of these training opportunities are offered by required partners and others are delivered by community partners. Topic(s) include: Unemployment Compensation, New Hire Reporting, Federal Bonding, Work Opportunity Tax Credits, Economic Development, Pandemic Safety, Team Updates, Training Provider Seminars, Health & Safety Presentations, Job Corps Outreach & Admissions, WIOA Title 1 Hard & Soft Exit Training, Berks County Housing Authority, Reading Housing Authority, Commuter Services, Mandatory LAP/EO/ADA/PII/RTK/RTK-HS/Taglines, BWPO Scam Prevention Training, Reading Area Community College Literacy and Credit Programs, OVR 101, AARP Foundation, Pathstone, PA Health Insurance & Exchange, BARTA- Access to Jobs, Mandatory Workforce Development Board Policy Review, Berks Connections/Pretrial Services Reentry Programs, SAM Forensic Peer Support, LGBT Center of Greater Reading, Centro Hispano, Council of Three Rivers- Native Nationals Programs, Safe Berks, Human Trafficking- Freedom and Restoration for Everyone Enslaved (FREE).

### **Dispute Resolution Between Parties**

The resolution process for disagreements between parties which reach an apparent impasse is as follows:

- *If between the Operator and Partners*, the first step shall be mediation by the WDB Chief Operating Officer (COO) and/or WDB Assistant Director. If that is not successful, the second step shall be mediation by an individual appointed by the PA CareerLink® Berks County Oversight Committee of the WDB, whose decision shall be final.
- *If among or between Partners*, the first step shall be mediation by the PA CareerLink® Berks County Administrator. If that is not successful, the second step shall be mediation by the WDB Chief Operating Officer (COO) and/or WDB Assistant Director, whose decision shall be final.

### **Responsibilities of the Chief Elected Official (CEO)**

The CEO for the County of Berks will, at a minimum:

- In partnership with the Berks County WDB and other Local WDBs in the assigned WIOA planning regions develop and submit a single WIOA regional plan that includes a description of the activities that shall be undertaken by the local WDB and their partners, and that incorporates plans for each of the local areas in the planning region.
- Approve the PA CareerLink® Berks County MOU and Operating Budget as the partner for the WIOA and TANF/EARN.
- Approve the selection of the one-stop operator following the competitive procurement process, and
- Coordinate with the Berks County WDB to oversee the operations of the local area PA CareerLink® system.

### **Responsibilities of the Berks County Workforce Development Board (WDB)**

The WDB ensures the workforce-related needs of employers, workers, and job seekers in Berks County are met, to the maximum extent possible with available resources.

The WDB will, at a minimum:

- In partnership with the CEO, develop and submit a WIOA local plan that includes a description of the activities that shall be undertaken by the WDB and its partners, and that aligns its strategic vision, goals, objectives, and workforce-related policies to the regional plan and economy,
- In cooperation with the CEO, design and approve the PA CareerLink® Berks County system. This includes, but is not limited to:
  - Adequate, sufficient, and accessible one-stop center,
  - Sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities),
  - A holistic system of supporting services, and
  - One competitively procured one-stop operator.

- In collaboration with the CEO, designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator,
- Approve annual budget allocations for operation of the PA CareerLink® Berks County system,
- Leverage additional funding for the PA CareerLink® Berks County to operate and expand one-stop customer activities and resources, and
- Review and evaluate performance of the PA CareerLink® Berks County system and the one-stop operator.

### **Roles and Responsibilities of WDB Staff**

WDB staff are responsible for the negotiated performance measures; strategizing, planning and direction; policy development and analysis; budgets; oversight and monitoring; evaluation of workforce development activities and one-stop operator oversight (including monitoring).

Specific responsibilities include, at a minimum:

- Assist the CEO and the Berks County WDB with the development and submission of a single WIOA regional plan and the WIOA local plan
- Provide operational and grant-specific guidance to the one-stop operator,
- Investigate and resolve elevated customer complaints and grievance issues,
- Prepare regular reports and recommendations to the WDB, and
- Oversee negotiations and maintenance of MOUs with one-stop Partners.

### **Responsibilities of the One-Stop Operator**

- Management of the PA CareerLink® Berks County shall be the responsibility of the Operator.
- The Operator shall be the employer of record for the PA CareerLink® Berks County Administrator, who is responsible for the functional supervision of the one-stop. The Operator will serve as the functional supervisor in the absence of the CareerLink® Administrator. (Functional Supervision is the authority to organize Partner staff to optimize and streamline service delivery of the PA CareerLink®. However, the formal leadership, supervision, and performance of Partner staff will remain with the employer of record.)
- The Operator shall be the employer of record for any shared staffing requirement including, but not limited to the Resource Room Staff and Front Desk Receptionist.
- The Operator shall provide internet service, IT Services, and phone services for the PA CareerLink® Berks County including Wi-Fi access in the facility and parking lot. (Internet and IT Services are only for shared space.)
- The Operator shall be responsible for the procurement and contracting of the CareerLink® lease, security services, telephone maintenance services, building maintenance services, and cleaning services. Copies of the contracts are available upon request to the Operator.

- The Operator will not assist in the development, preparation, and submission of local plans.
- The Operator will not manage or assist in future competitive processes for the selection or termination of one-stop operators, career service providers, or youth providers.
- The Operator will not negotiate local performance accountability measures or develop and submit budgets for activities of the WDB.

### CareerLink® Leased Space

The Operator shall hold the lease on the PA CareerLink® Berks County facility. The per square foot rate set in the lease, plus any additional maintenance expenses, as defined in the lease will be apportioned to the Partners based on FTEs.

All partners and parties to this MOU agree to abide by the terms of the Lease Agreement between the Operator and owner of the premises in those areas that are applicable for an occupant of the premises. No alterations to the Premises may be made without prior written consent of the Operator and WDB, and such consent shall not be unreasonably withheld. All partners and parties to this MOU will cooperate with the leaseholder and owner of the premises to maintain the facility in good condition. If, for any reason, the Lease Agreement is cancelled or terminated, the facilities operating costs section of the One-Stop Operating Budget is similarly cancelled or terminated. A copy of the Lease Agreement is available upon request to the Operator.

Prior to use or occupancy of the premises, all Partners shall provide Certificates of Insurance (minimum requirements below) to the Operator and WDB. Any Partner which is self-insured will notify the Operator and WDB in writing and explain the procedures for filing a claim. The Operator will maintain copies of Certificates of Insurance and make them available upon request to the Leaseholder. These Certificates should contain a provision that the coverage afforded under the policies shall not be canceled or changed until at least 30 days advance written notice has been provided to the Operator and WDB.

Each Partner shall be responsible for and agrees to indemnify and hold harmless the Leaseholder from damage to property and injuries (including death) to any person(s) and any other losses, damages, expenses, claims, demands, suits, and actions by any party against the Leaseholder in connection with the Partner's use of the premises. Partners that are political subdivisions of the Commonwealth are liable only to the extent authorized by law.

The Partner's agreement to pay facility costs to the Leaseholder through the WDB shall be binding upon all Partners and their respective successor(s) and assignee(s).

The Partners agree to comply with all Federal, State, County, Municipal and other governmental statutes, laws, rules, orders, regulations, and ordinances affecting the premises.

### Insurance Requirements

Each Partner shall procure and maintain at its expense, unless it is self-insured under the laws of the Commonwealth, the following types of insurance in the amounts indicated, issued by companies acceptable to the Commonwealth and authorized to conduct such business therein:

- Comprehensive General Liability insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;

- Commercial Automobile Liability insurance with a combined single limit of not less than \$1,000,000;
- Professional Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
- Umbrella/Excess Liability insurance with limits of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate; and
- Worker’s Compensation insurance in statutory limits; and Employer’s Liability insurance with limits of not less than \$100,000 each incident, \$500,000 disease-policy limit, and \$100,000 disease-each employee.

**Responsibilities of the PA CareerLink® Administrator**

The CareerLink® Administrator will serve as the functional supervisor of the PA CareerLink® Berks County service delivery system. While fulfilling services for the PA CareerLink® Berks County service delivery system, all Partners are under the functional direction of the CareerLink® Administrator. Any unrelated services provided within the CareerLink® are not under the functional supervision of the CareerLink® Administrator.

The functional direction of the PA CareerLink® Berks County Administrator does not supersede a Partner organization’s personnel or labor relations policy. For example, all pay, and benefits will remain as dictated by those organizational policies. All discipline, performance appraisal and similar issues will be handled by an employee’s organizational manager or supervisor. All requests for leave will be handled by an employee’s organizational manager or supervisor. All Partners retain exclusive authority to supervise and manage their employees, conduct any investigation, and administer any discipline to its employees.

At a minimum, the CareerLink® Administrator will:

- Manage **daily operations**, including but not limited to:
  - Managing and coordinating partner responsibilities, as defined in this MOU
  - Managing hours of operation, including notifications of PA CareerLink® delays or closures to all designated parties,
  - Coordinating daily work schedules and workflow based upon operational needs, and
  - Coordinating daily work and vacation schedules with formal leadership to ensure service coverage and to meet all operational needs of the PA CareerLink®.
- Assist the WDB in establishing and maintaining the PA CareerLink® system structure. This includes but is not limited to:
  - Ensuring that State 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 Berks County WDB policies are implemented and adhered to
  - Adhering to the provisions outlined in the contract with the Berks County WDB and the Berks County WDB Business Plan
  - Reinforcing strategic objectives of the Berks County WDB to partners, and
  - Ensuring staff are properly trained by their formal leadership organizations and provided technical assistance, as needed
  - Ensuring all Partner staff are aware of and adhere to the CareerLink® Staff Handbook,

- Managing Partner staff access to the PA CareerLink®,
- Creating and maintaining the Staffing Survey for the annual CareerLink® Operating Budget and subsequent modifications needed,
- Ensuring all outreach materials for the PA CareerLink® meet the requirements set by the State, including the PA CareerLink® Berks County website,
- Identifying and recruiting additional partners or members of the PA CareerLink®.
- Integrate systems and coordinate services for the center and its partners, placing priority on customer service
  - Integrated Workforce Service Delivery, as defined by WIOA, means organizing and implementing services by function (rather than by program), when permitted by a program's authorizing statute and as appropriate, and by coordinating policies, staff communication, capacity building, and training efforts
  - Service integration focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by cross-functional teams, consistent with the purpose, scope, and requirements of each program
  - The services are seamless to the customer, meaning the services are free of cumbersome transitions or duplicative registrations from one program service to another and there is a smooth customer flow to access the array of services available in the workforce center
- Supervise the schedule and functions of all shared staff including, but not limited to front desk receptionist and resource room staff, and
- Provide functional supervision of the appointed Security Guard(s) and cleaning staff at the PA CareerLink®,
- Maintain the PA CareerLink® Berks County facility, including but not limited to:
  - coordinating building maintenance needs, and
  - ensuring the facility complies with all center certification requirements set by the State.
- Manage **ongoing operations** on a basis agreed to by the Operator and WDB including but not limited to:
  - Organizing quarterly Partners meetings to review opportunities to collaborate services between Partners,
  - Organizing an annual CareerLink® Operating Budget review meeting with Partners to review upcoming budget and changes,
  - Organizing team manager meetings and full CareerLink® staff meetings to assist with identification of collaboration opportunities or issues with providing appropriate and seamless customer service within the PA CareerLink® Berks County,
  - Ensuring open communication with the formal leader(s) to facilitate efficient and effective center operations
  - Evaluating customer satisfaction data and proposing service strategy changes to the WDB based on findings
  - Providing reports of center activities, as requested by the WDB,
  - Identifying new opportunities to generate program income.
  - Identifying appropriate uses for program income to lower costs to Partners.

### **Role and Responsibilities of the Partners**

Each Partner commits to cross-training of staff, as appropriate, and to provide other professional learning opportunities that promote continuous quality improvement.

Partners will further promote system integration to the maximum extent feasible through:

- Effective communication, information sharing, and collaboration with the one-stop operator,
- Joint planning, policy development, and system design processes,
- Commitment to the joint mission, vision, goals, strategies, and performance measures,
- The design and use of intake, assessment, referral, and case management processes,
- The use of common and/or linked data management systems and data sharing methods, as appropriate,
- Leveraging of resources, including other public agency and non-profit organization services,
- Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction,
- Participation in Quarterly Partner meetings to exchange information in support of the above and encourage program and staff integration. These meetings will be held the 3<sup>rd</sup> Thursday in the first month of each quarter, and
- Participation in an Annual CareerLink Operating Budget meeting to review the new program year proposed budget along with any modifications to the MOU. This meeting shall be held no earlier than March 27<sup>th</sup> and no later than April 8<sup>th</sup> of each year. All changes must be submitted by April 15<sup>th</sup> of each year.

### **Data Sharing**

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

All data, including customer PII, collected, used, and disclosed by partners will be subject to the WDB Data Security Policy. Training is also available upon request to the PA CareerLink® Site Administrator or One-Stop Operator. All partners will be required to sign a WDB non-disclosure agreement by July 31<sup>st</sup> of each program year.

### **Confidentiality**

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

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

Each Party will ensure that access to software systems and files under its control that contain PII, or other personal or confidential information will be limited to authorized staff members who are



assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

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

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

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

### **Referrals**

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 agree to:

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the PA CareerLink® Berks County,
- Develop materials summarizing their program requirements and making 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
- Commit to actively follow up on the results of referrals.

### **Accessibility**

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

#### **Physical Accessibility**

One-stop centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, high traffic, and accessible location, considering reasonable distance

from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an “equal and meaningful” manner providing access for individuals with disabilities.

#### *Virtual Accessibility*

The WDB will work with the Pennsylvania Department of Labor & Industry to ensure that job seekers and businesses have access to the same information online as they do in a physical facility.

#### *Communication Accessibility*

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

#### *Programmatic Accessibility*

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

#### **Strategic Outreach Plan**

The Operator and its Partners will develop and implement a strategic outreach plan that may include:

- Specific steps to be taken by each partner,
- An outreach plan to the region’s human resource professionals,
- An outreach and recruitment plan to the region’s job seekers, including targeted efforts for populations most at-risk or most in need,
- An outreach and recruitment plan for out-of-school youth,
- Sector strategies and career pathways,
- Connections to registered apprenticeship,
- A plan for messaging to internal audiences,
- An outreach tool kit for Partners,
- Regular use of social media,

- Clear objectives and expected outcomes, and
- Leveraging of any statewide outreach materials relevant to the region.

### **Monitoring**

The 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 that:

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

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

### **Non-Discrimination and Equal Opportunity**

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

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

### **Indemnification**

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

### **Drug and Alcohol-Free Workplace**

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

### **Certification Regarding Lobbying**

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

### **Debarment and Suspension**

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

### **Priority of Service**

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

### **Buy American Provision**

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

### **Salary Compensation and Bonus Limitations**

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

### **Non-Assignment**

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

### **Governing Law**

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

## **V. Steps to Reach Consensus**

The parties to this MOU agree to use the following steps to reach consensus:

### ***1. Notification of Partners***

The operator, at the direction of the WDB, will notify partners in writing that it is necessary to renew and execute the MOU and provide all applicable policies and preceding MOU documents, as applicable.

### ***2. Kickoff Meeting***

The operator is responsible for convening all required and additional PA CareerLink® partners to formally kick-off negotiations, and to ensure that, at a minimum, all partners are appropriately represented. The kickoff meeting will take place during the first quarterly Partners meeting held in October. The MOU procedures and timeline will be presented at this meeting. A copy of the timeline will be provided to all parties.

### ***3. Negotiations***

Partners must submit all relevant documents to the Berks County WDB to be included in the MOU by the due date provided in the kickoff meeting timeline.

### ***4. Draft MOU***

The WDB must email a completed draft of the MOU to all parties by the specified deadline provided in the kickoff meeting timeline. Additionally, the WDB must ensure all PA CareerLink® Partners are aware of the revisions made to the MOU.

## 5. Review and Comment

All Parties must review and return feedback to the WDB by the specified deadline in the kickoff meeting timeline. It is advised that each Party also use this time to allow their respective Legal Departments to review the MOU for legal sufficiency.

## 6. Finalized Draft

The WDB will secure Partner signatures within four (4) weeks of circulation of the final agreement. The MOU will be considered fully executed once all signatories have reviewed and signed, and a signed copy has been returned to the WDB.

If determined that a Partner is unwilling to sign the MOU, then the WDB must ensure that the dispute resolution process is followed.

### **Dispute Resolution**

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

1. All Parties are advised to actively participate in local negotiations in a good faith effort to reach agreement. In case of disputes, parties shall attempt informal resolution first. The WDB staff shall attempt to mediate and resolve the dispute in an informal manner.
2. Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the WDB COO and all Parties to the MOU regarding the conflict within 10 business days.
3. The WDB Board Chair will appoint a Special Committee consisting of five WDB members who are not parties to the MOU to attempt to mediate and resolve the dispute. Disputes shall be resolved by a simple majority consent of the Special Committee members.
4. The decision of the Special Committee shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies. The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure.
5. The Special Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.
6. The WDB COO will contact the petitioner and the appropriate Parties to verify that all agree with the proposed resolution.

It is central to the intent and purpose of this MOU that the parties will make every effort to maintain a positive working relationship, keep each party fully informed, and engage in ongoing dialogue and consultation to avoid disagreements, minimize the impact of any which may arise and resolve them collegially.

### **MOU Modifications**

The MOU parties agree that non-substantive changes to the MOU, such as minor revisions to the budget or adjustments made due to the annual reconciliation of the budget, do not require MOU modification.

1. *Notification of Partners:* When a MOU Party wishes to modify the MOU, the Party must provide (30) days advanced written notification to the WDB and outline the proposed modification(s). Exceptions for termination or withdrawal of a Partner are identified separately in this MOU. The WDB must notify all parties in a timely manner of the requested modification which may be accomplished by an email communication.
2. *MOU Modification Process:* Once all parties are notified, the WDB will revise the existing MOU with the requested changes.
3. *Signatures:* The WDB must circulate the modified MOU to all parties and obtain new signature sheets within 4 weeks of circulation.

If determined that a partner is unwilling to agree to the MOU modification, the WDB COO must ensure that the process found at the MOU's Dispute Resolution section is followed.

### **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 MOU due to lack of funding shall notify the Operator as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
- WIOA is repealed or superseded by subsequent federal law.
- Local area designation is changed under WIOA.
- A party breaches any provision of this MOU, and such breach is not cured within thirty (30) days after receiving written notice from the WDB Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

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

Any party may request to terminate its inclusion in this MOU by following the modification process identified in the Modification section above.

### **Commonwealth of Pennsylvania and Partner Agency Requirements**

The Commonwealth of Pennsylvania Required Terms and Conditions are in Appendix A.

Partner agency specific addendums to this MOU are in Appendix B.

### **Effective Period**

This MOU is entered into on July 1, 2023, and must terminate on June 30, 2026, unless any of the reasons in the Termination section below apply.

### **Infrastructure Funding Agreement (IFA)**

The MOU parties agree that Infrastructure Funding Agreement, or IFA, is an incorporated component of the MOU, and when consensus is reached, allows the Local Funding Mechanism to be employed.

The partners of the PA CareerLink® Berks County site have come together to establish a self-negotiated, rather than state funding mechanism-driven, method of covering costs associated with the one-stop system. Information related to costs, including those related to the MOU and Infrastructure Funding Agreements, the cost allocation methodology, steps to reach consensus, dispute resolution process, and impasse process are outlined below. Note that the PA CareerLink® Operating Budget, or OB, is a fluid document; at times modifications will be needed to reflect increases in staffing levels or instances of increasing or decreasing costs associated with site operations. These budgets reflect current cost allocation methods applied to partners and are included in this MOU's PA CareerLink® Operating Budget section.

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

- Rental of the facilities.
- Utilities and maintenance.
- Equipment, including assessment-related products and assistive technology for individuals with disabilities; and,
- Technology to facilitate access to the PA CareerLink® Berks County, including technology used for the center's planning and outreach activities.
- Common identifier marketing cost.
- Outreach expenses.

All Parties to this MOU and IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the PA CareerLink® Berks County or not. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.



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

The County of Berks shall be the fiscal agent for the PA CareerLink® Berks County.

### IFA Dispute Resolution

All Parties will actively participate in IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.

If the Required Partners have attempted informal dispute resolution and have failed to reach consensus on an issue pertaining to the IFA, then an impasse is declared, and the State Funding Mechanism (SFM) is triggered. The WDB will submit the "Report of Outcomes from Local Operating Budget Negotiations" form to inform the state of the impasse.

### PA CareerLink® Operating Budget (OB)

The PA CareerLink® Operating Budget, or OB, is an incorporated MOU component. The purpose of this section is to establish a program year financial plan, including terms and conditions, to fund the services and operating costs of the PA CareerLink® Berks County. The Parties to this MOU agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the annual Ob is to develop a funding mechanism that:

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

The Partners consider this one-stop OB the master budget that is necessary to maintain the PA CareerLink® Berks County. It includes the following cost categories, as required by WIOA and its implementing regulations:

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

All one-stop OB costs must be 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 OB 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.

All Partners will contribute to the overall operations of the PA CareerLink® Berks County service delivery system, as detailed in the PA CareerLink® Berks County OB.

For purposes of equity and to allow predictability in budget planning, withdrawal, or reduction in staff of a Partner shall not relieve the Partner of the obligation to continue to support the PA CareerLink® Berks County OB through the remainder of the current budget year on the basis calculated on the number of Full-Time Equivalent employees projected in the One-Stop Operating Budget at the beginning of the budget year.

Partners understand and agree that the one-stop operating budget will be updated and approved annually via a separate approval process. The new one-stop OB will become an addendum to this MOU.

Additional Partners may withdraw from this MOU effective with each new program year. To do so, the Additional Partner must notify the WDB in writing that they do not intend to remain a partner by April 15<sup>th</sup> of each year. The withdrawal will become effective the first day of the new program year.

The detailed OB, OB narrative, allocation bases per cost item, and partner contribution can be found in Appendix C.

The one-stop staffing survey can be found in Appendix D.

### Costs

Except for positions identified on the One-Stop OB as a shared cost, the One-Stop OB shall not include the personnel costs incurred by any of the Partners with respect to salaries, fringe benefits, travel and expenses or similar expenditures.

The costs included in the PA CareerLink® Operating Budget shall be cost pooled and allocated based on Full-Time Equivalent Employees (FTEs), except for those costs identified as “direct charges”. FTEs are defined, for purposes of the agreement, as “individuals in the building” regardless of the number of hours per week worked. (Further, all shared staff, such as the Site Administrator, Administrative Support, Resource Room Staff, IT Support, Receptionist, and Security Guards are exempted from the count of FTEs.)

All procurement and expenditures made with One-Stop Operating Budget funds will be made following policies and procedures set by the County of Berks and in accordance with applicable Federal and State guidelines.

At the beginning of each program year the WDB shall calculate the apportionment on which partners shall be billed based on each partner’s relative share of the full-time equivalent staff covered by the One-Stop Operating Budget. The WDB shall also recalculate that apportionment at the beginning of each subsequent quarter based on increases in staffing by the partners including addition of new partners or increases in the numbers of FTEs by any of the partners.

The WDB will provide the Operator with monthly statements of account on the One-Stop Operating Budget. Partners will be invoiced on a quarterly basis within 30 days after the end of the quarter being billed.

### **Non-Physically Located Partner Cost Allocation**

The cost allocation for non-physically located partners is calculated by taking the total square footage used to provide basic career services and dividing it by the total square footage used for all career services (basic and individual). The result will then be used as the FTE share to be applied against costs shared by all partners.

### **Operating Budget Modifications**

Modification to the One-Stop Operating Budget need only be agreed to by those parties whose total budgeted amount has been increased.

### **Addition of Partners After July 1**

Partners added after July 1 of the program year will be invoiced as a member or a partner based on the date of their addition to the one-stop:

- Addition between July 1 and the beginning of the third (January 1) quarter:
  - Addition on the start of the second (October 1) or third quarter the entity will be considered a partner and be invoiced as such.
  - Addition during a quarter (August 1 for example) the entity will be considered a member and be invoiced as such until the beginning of the next quarter at which point the entity will be considered a partner. (Example: August and September the entity is a member, on October 1 they will be a partner.)
- Addition after January 1:
  - The entity will be considered a member and be invoiced as such until the beginning of the new program year at which point, they will be considered a partner.

### **Program Income**

Program income for the PA CareerLink® Berks County will be generated whenever the PA CareerLink® Berks County receives payment in the form of revenue for providing a service and that service is not clearly attributable to any Partner or funding source but is rather provided by the common resources of the PA CareerLink® Berks County. Examples might include the daily rental of space to an employer for on-site recruiting, specialized testing or similar situations and circumstances.

The PA CareerLink® Berks County will allocate and use program income in compliance with the guidelines included in the PA Department of Labor & Industry WSP No. 03-2015 Financial Management Policy issued 12/22/15 and applicable federal OMB circulars. Program income will be tracked separately using the net-income method.

Decisions on the expenditure of program income under \$3,000 will be the prerogative of the Operator but shall always be for common purposes, rather than the benefit of any Partner or individual. Expenditures over \$2,999.99 will require the agreement (expressed on a signature sheet) of the major contributors to the One-Stop Operating Budget. Expenditure of program income generated by a grant supported activity or earned only as a result of the grant agreement during the grant period will be expended in conformance with the terms and conditions of the grant.

The WDB staff will provide the Operator with monthly statements of account for program income.

The Operator, in the expenditure of program income, will follow purchasing and procurement guidelines as established by the WDB in accordance with Federal, State, and Local regulations.

**VI. Authority and Signature**

The individuals signing have the authority to commit their respective organizations to the terms of this MOU and do so by signature below.

This MOU may be executed in one or more counterparts, should that at any time be more convenient to the signatories, and the originals of which when taken together and bearing the signature of all parties to the agreement, shall constitute one and the same MOU.

Without regard to the date of signatures below, the parties agree the effective date of this MOU is July 1, 2023.

**Appendix A**

**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 represent that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. Each Party and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. Each Party and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion & Small Business Opportunities (BDISBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

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

### **3. CONTRACTOR INTEGRITY PROVISIONS**

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

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

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

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

- c) had any business license or professional license suspended or revoked;
- d) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- e) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

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



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

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

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

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

- a. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- b. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

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

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

## **5. AMERICANS WITH DISABILITIES ACT**

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- b. Each Party shall be responsible for and 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.

## **Appendix B**

**Partner Specific Addendums** (In order of appearance on Partner list)

### **Wagner-Peyser Act**

#### *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**

#### *1. Description of Services*

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

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

and in coordination with the Workforce Innovation and Opportunity Act (WIOA) and the Wagner-Peyser Act (reference TEGL No. 3-15).

## 2. *Access to Services*

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

- a. The commonwealth will emphasize and reinforce case management services as a means to maintain performance levels for Trade Act participants. Re-employment services will also be enhanced as a component of case management services for participants who have completed Trade Act training prior to exiting the program. This will ensure that participants are receiving the necessary assistance to enter the workforce with suitable employment in place. These services are provided by the Bureau of Workforce Development & Operations Trade staff located in Central office and PA CareerLink® staff located throughout the state.
- b. The commonwealth implemented an online application for TAA training, job-search and relocation allowances, the Alternative Trade Adjustment Assistance (ATAA) and Reemployment Trade Adjustment Assistance (RTAA) programs. This online application is accessed via the Internet, and dislocated workers, PA CareerLink® Merit staff and training providers add information online. PA CareerLink® Merit staff helps trade-affected workers complete their applications, and assess workers' skills and experiences.
- c. The commonwealth uses Wagner-Peyser resources to provide career services for all job seekers. Pennsylvania's service delivery system provides greater choice and focuses resources where dislocated workers most need them. Dislocated workers receive all WIOA services in a comprehensive PA CareerLink® center. Pennsylvania co-enrolls all TAA-eligible workers in the WIOA program to ensure that all Trade participants receive the full range of assistance available to dislocated workers. These services are provided by our partner network, which includes Title 1 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.

### **RESEA Program**

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

A WDP 13, RESEA self-scheduling letter, will be mailed to those claimants selected to participate in RESEA. The letter has instructions for the claimants to schedule themselves for a RESEA Orientation in their local PA CareerLink®. The RESEA will consist of a group orientation and an individual meeting with PA CareerLink® staff. The group orientation will consist of an introduction to the RESEA



participation requirements, and the services provided by the PA CareerLink®. Following the group orientation, claimants will be provided a one-on-one interview to further assess reemployment services needed, development of an Individual Employment Plan (IEP) and review and confirmation of the information the claimant provided on the UC eligibility assessment. PA CareerLink® staff will summarize the RESEA meeting on an outcome form, complete a checklist, and provide this information to UC. Each RESEA participant will be scheduled for an appropriate reemployment follow-up activity.

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

## **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**

### 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*

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### **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<sup>®</sup> network of one-stop service centers. These centers are located throughout the state and help employers recruit qualified U.S. workers through the automated, self-service 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<sup>®</sup> staff assist in administering an internet based labor exchange called [www.pacareerlink.pa.gov](http://www.pacareerlink.pa.gov). 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](http://www.jobgateway.pa.gov).
- d. PA CareerLink<sup>®</sup> staff also offer a variety of other employer services including education and training services to help employers build a quality workforce.
- e. PA CareerLink<sup>®</sup> staff help employers fulfill part of the USDOL requirements for FLC by helping them recruit U.S. workers and determine whether or not there are any qualified job applicants available to fill their job postings. The goal, as required, is to find U.S. workers for all positions.

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

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

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##### *6. Miscellaneous Provisions*

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### **State Unemployment Compensation Program**

#### *Services to be provided:*

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

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

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

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

*Manner in which those services will be provided:*

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

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

*WIOA Section 121(c)(2) requires that this Memorandum of Understanding (MOU) contains provisions describing the services to be provided through the one-stop delivery system, including the manner in which the services will be coordinated and delivered through the system.*

## **Office of Vocational Rehabilitation**

### *1. Terms and Conditions*

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

### *2. Description of Services*

As a core partner OVR provides Vocational Rehabilitation services for people with disabilities. Eligible OVR customers receive multiple services from qualified Vocational Rehabilitation Counselors that may include but not be limited to; diagnostic, vocational counseling and guidance, vocational evaluation, restoration, training, job placement and pre-employment training services for eligible and potentially eligible high school students with disabilities. 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.

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

### *3. Information Sharing*

All personal information contained in OVR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.

### *4. 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.

### *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 to all customers 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 District Administrators at least 60 days prior to implementation to ensure continuity and stability of commonwealth programs and services.

### **Migrant and Seasonal Farmworker Program (National Program)**

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

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

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

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

Second MSFW’s must be:

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

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

PathStone Corporation has targeted areas where the highest numbers of eligible farmworkers reside. Berks County is one of the targeted areas. 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. Further, PathStone will provide dollars as stipulated and negotiated in our current Resource Sharing Agreement

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

#### *Description of Services and Contributions*

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

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

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

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