



## **MEMORANDUM OF UNDERSTANDING (MOU)**

**Between**

**Westmoreland-Fayette Workforce Development Board (WFWDB),**

**American Job Center Network Partners PA CareerLink®,**

**and**

**Chief Elected Officials of the Westmoreland-Fayette County Workforce Area**

**Effective Dates:**

**July 1, 2021 – June 30, 2024**

## Purpose, Vision, & Mission

### Purpose

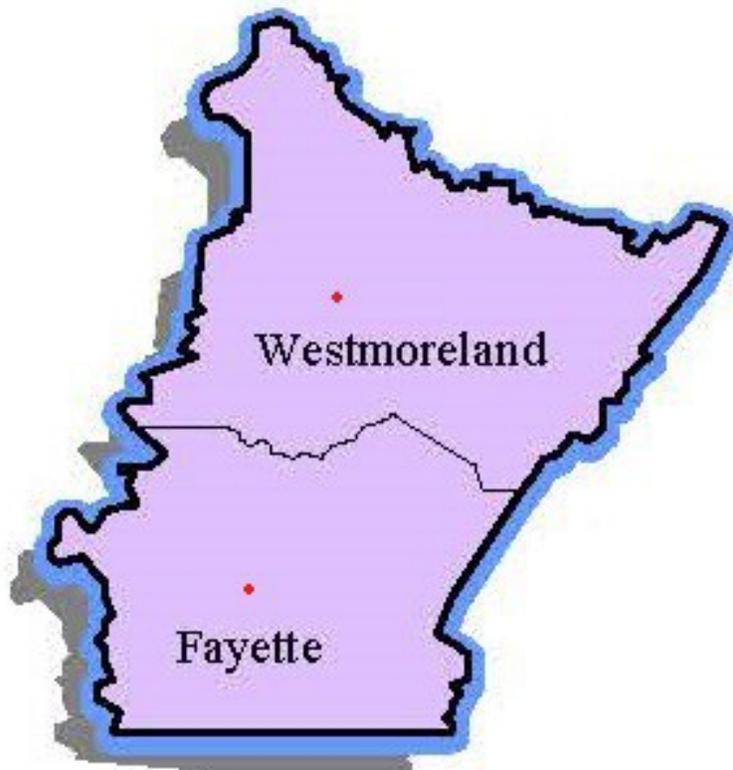
The purpose of this Memorandum of Understanding (MOU) is to define the parameters within which education, workforce, economic development, and other Partner programs and entities operating in the Westmoreland-Fayette Local Workforce Development Area (LWDA) create a seamless, customer-focused American Job Center network that aligns service delivery across the board and enhances access to program service.

### Vision

The Westmoreland-Fayette LWDA's vision is to attract, develop, and retain a diverse and stable workforce that will sustain a healthy economy.

### Mission

The Westmoreland-Fayette LWDA's mission is to establish a workforce system that provides data-driven and employer-driven talent solutions through the integration of education, workforce, and economic development resources across the system.



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## Section I

### System Structure & Services

#### **PA CAREERLINK® AMERICAN JOB CENTER**

The Westmoreland-Fayette Workforce Development area has three PA CareerLink® Centers. A proud member of the American Job Center Network; the 3 centers are comprehensive Centers.

<b>PA CareerLink® Westmoreland County</b>	
Manager Name: Janice Albright	Phone: 724-755-2330
151 Pavilion Lane, Youngwood, PA 15697	<a href="mailto:Jalbright@privateindustrycouncil.com">Jalbright@privateindustrycouncil.com</a>
8:00 a.m. to 4:00 p.m.	Website: PACareerLink.PA.GOV
Flexible hours based on need.	Facebook: PA CareerLink® Westmoreland County

<b>PA CareerLink® Fayette County</b>	
Manager Name: Ted Martin	Phone: 724-434-5627
112 Commonwealth Dr., Lemont Furnace, PA 15456	<a href="mailto:Tmartin@privateindustrycouncil.com">Tmartin@privateindustrycouncil.com</a>
8:00 a.m. to 4:00 p.m.	Website: PACareerLink.PA.GOV
Flexible hours based on need.	Facebook: PA CareerLink® Fayette County

<b>PA CareerLink® Alle-Kiski</b>	
Manager Name: Rick O'Domes	Phone: 724-334-8600
1150 5 <sup>th</sup> Ave., Ste. 200, New Kensington, PA 15068	<a href="mailto:Rodomes@pa.gov">Rodomes@pa.gov</a>
8:00 a.m. to 4:00 p.m.	Website: PACareerLink.PA.GOV
Flexible hours based on need.	Facebook: Alle-Kiski CareerLink®

#### **ONE-STOP OPERATOR**

The WFWDB selected the One-Stop Operator, Private Industry Council of Westmoreland/Fayette Inc., through a competitive process in accordance with the Uniform Guidance, WIOA, and implementing regulation.

#### Operator Duties:

- Staffing
  - Operator will be required to name an individual to act as the full-time One-Stop Manager.
  - Determine how staff will fit into overall organization.
  - Determine what precautions are to be taken in deciding whether personnel are suitable to work with vulnerable population.
  - Manage the process for addressing center grievances (internal and external).
  - Address staff-turnover and training.
  - Creation and management of staff development plans.
- Site Operation and Management
  - Establish and communicate specific and measurable PA CareerLink® performance standards in conjunction with the WFWDB, the State Workforce Development Board, and input from PA CareerLink® site staff.
  - Recommend, maintain, and retire technologic tools and services needed for the operation of the one-stop centers.
  - Maintain Westmoreland-Fayette PA CareerLink® centers' calendar scheduling.
  - Ensure the involvement, inclusion, and integration of youth programs, EARN Program, and all other programs at the Westmoreland-Fayette PA CareerLink® centers.
  - Supervise the PA CareerLink® Administrators and support staff.
  - Disseminate applicable updates from the Westmoreland-Fayette Workforce Development Board, Pennsylvania Department of Labor and Industry, and the Federal Department of Labor Employment & Training Administration.

- Develop continuous improvement processes to respond to immediate operational needs while ensuring that short-term actions support long-term objectives.
- Ensure quality service delivery to customers with special needs and maintain a current enhancement plan.
- Ensure that the Westmoreland-Fayette Workforce Development Board's mission and objectives are met and carried out.
- Convene quarterly meetings of all staff at the One-Stop center locations.
- Ensure that one-stop center staff are cross-trained, as appropriate, to increase staff capacity, expertise, and efficiency.
- Ensure that customer service standards are met and that action is taken as needed to modify approaches.
- Create and implement a customer flow to include, but not limited to, triage of all customers to determine their needs and their applicable Priority of Service status and ensure service delivery based on that status.
- Partner Collaboration
  - Serve as an intermediary with all the one-stop partners.
  - Ensure that an effective partner referral mechanism is in place for the benefit of individuals and the partners' performance, and that the mechanism is followed.
  - Implement an action plan that is developed in conjunction with partners who support the WFWDB's strategic plan to meet the needs and expectations of all key stakeholders.
  - Know and understand the parameters under which the partners provide services and each partner's performance measurement goals.
  - Maintain relationships with human service providers and educational providers and recruit additional service partners.
  - Assess customer needs and feedback to make recommendations to partners and WFWDB for continuous improvements.
  - Facilitate the Business Services Team and ensuring the sharing of information and resources among all service partners.
- PA CareerLink® Certification
  - Ensure that all PA CareerLink® centers within Westmoreland and Fayette counties assure compliance with One-Stop center certification criteria.
- Outreach and Promotion
  - Develop community outreach activities within the budget including community notifications; the creation and distribution of promotional materials, press releases, e-newsletters; and maintenance of website.
  - Identify workshop needs and engage with volunteers to host valuable workshops
  - Create and implement a marketing and outreach plan for the community and employers. This plan should include, but not be limited to: flyers, social media, website maintenance, e-newsletters, meeting attendance and promotional materials.
  - Schedule workshops and events at the PA CareerLink® centers located within Westmoreland and Fayette counties and assure representation by partner staff at outside events such as job fairs and career fairs.
- Data and Performance Management
  - Address primary objective of assessment instruments by assisting the service provider in identifying skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skill gaps), and supportive service needs and should lend themselves to pre- and post-assessment opportunities to ensure aggregate data can be tracked.
  - Capture data related to services, projections, costs, etc.
  - Prepare reports and analysis of the data collected.
  - Recommend adjustments and improvements based off of reports and data.
  - Maintain required metrics and data as required, including but not limited to foot traffic and workshop registration.

## **PA CAREERLINK® SYSTEM PARTNERS**

The role of the partners is to provide access through the one-stop delivery system to such programs or activities carried

out by the entity of including making career services that are applicable to the program or activities available at the one-stop centers.

<b>Program Name</b>	<b>Program Authorization</b>	<b>Local Area Partner/Provider</b>
<b>POC Address</b>	<b>POC Telephone</b>	<b>POC website/email</b>
Adult Education	WIOA Title II Adult Education Family Literacy	Intermediate Unit 1
One Intermediate Drive, Coal Center, PA 15423	724-938-3241	<a href="mailto:Rachel.Zilcosky@iu1.org">Rachel.Zilcosky@iu1.org</a>
Wagner Peyser, Labor Exchange, TAA, Veterans	WIOA Title III	PA Dept. of Labor & Industry – BWPO
12 Commonwealth Drive, Lemont Furnace, PA 15456	724-434-5627	<a href="mailto:fstaszko@pa.gov">fstaszko@pa.gov</a>
Vocational Rehabilitation Programs	Title IV	PA Dept. of Labor & Industry – OVR
727 Goucher Street, Johnstown, PA 15905	814-255-6771	<a href="mailto:maduranko@pa.gov">maduranko@pa.gov</a>
Vocational Rehabilitation Programs	Title IV	PA Dept. of Labor & Industry – OVR
201 W. Wheeling Street, Washington, PA 15301	724-223-4430	<a href="mailto:dopenbrier@pa.gov">dopenbrier@pa.gov</a>
TANF	Part A of Title IV	PA Dept. of Human Services
587 Sells Lane, Greensburg, PA 15601	724-832-5365	<a href="mailto:roedmonds@pa.gov">roedmonds@pa.gov</a>
TANF	Part A of Title IV	PA Dept. of Human Services
41 Church Street, Uniontown, PA 15401	724-439-7490	<a href="mailto:dvalente@pa.gov">dvalente@pa.gov</a>
Unemployment Insurance (UI)	Unemployment Insurance programs under State Unemployment Compensation laws	PA Dept. of Labor & Industry – Office of Unemployment Compensation
651 Boas Street, Rm. 625, Harrisburg, PA 17121	717-787-3907	<a href="mailto:witrusky@pa.gov">witrusky@pa.gov</a>
Community Services Block Grant Act (CSBG)	Employment and training activities carried out under the Community Services Block Grant Act (CSBG 92 U.S.C. 9901 ET SEQ)	Fayette County Community Action Agency
108 North Beeson Blvd., Uniontown, PA 15401	724-430-3011	<a href="mailto:jstark@fccaa.org">jstark@fccaa.org</a>
Community Service Block Grant Act (CSBG)		Westmoreland Community Action
226 South Maple Avenue, Greensburg, PA 15601	724-834-1260	<a href="mailto:mzalich@westmorelandca.org">mzalich@westmorelandca.org</a>
Job Corps	Job Corps, WIOA Title I, Substitute C	Pittsburgh Job Corps Center

7175 Highland Avenue, Pittsburgh, PA 15206	412-441-3800	<a href="mailto:Ely.sherri@jobcorps.org">Ely.sherri@jobcorps.org</a>
Career and Technical Education Westmoreland County Community College (WCCC)	Career and Technical Education Programs at the post-secondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 20 (20 W.S.C. 2301 et seq)	Westmoreland County Community College
145 Pavilion Lane, Youngwood, PA 15697		<a href="mailto:wilsoncol@westmoreland.edu">wilsoncol@westmoreland.edu</a>
Fayette Career & Technical Institute		
175 George Fairchance Road, Uniontown, PA 15401		<a href="mailto:cshaw@fayettecti.org">cshaw@fayettecti.org</a>
Central Westmoreland CTC		
240 Arona Road New Stanton, PA 15672		<a href="mailto:jlucia@cwctc.org">jlucia@cwctc.org</a>
Northern Westmoreland Career and Technical Center		
705 Stevenson Blvd., New Kensington, PA 15068		<a href="mailto:jawes@northwmctc.org">jawes@northwmctc.org</a>
Connellsville Career and Technical Center		
720 Locust Street, Connellsville, PA 15425		<a href="mailto:bjaynes@casdfalcons.org">bjaynes@casdfalcons.org</a>
Council of Three Rivers American Indian Center	Indian and Native American Programs (INA) WIOA 66.29 USC 321	Council of Three Rivers American Indian Center
120 Charles Street, Pittsburgh, PA 153238		<a href="mailto:rjohn@cotraic.org">rjohn@cotraic.org</a>
Arbor dba Equus Workforce Solutions	WIOA Title I Youth	
Linn Station Road, Louisville, KY 40233		<a href="mailto:mark@equusworks.com">mark@equusworks.com</a>
Westmoreland County Housing Authority	Employment and training activities carried out by the Dept. of Housing & Urban Development	
154 South Greengate Road, Greensburg, PA 15601	724-832-7248	<a href="mailto:mikew@wchaonline.com">mikew@wchaonline.com</a>
Senior Employment Program – WCCC	Senior Community Service Employment Program (SCSEP)	
WCCC 145 Pavilion Lane, Youngwood, PA 15697	724-925-4027	<a href="mailto:magdaw@westmoreland.edu">magdaw@westmoreland.edu</a>

Southwest Area Agency on Aging 305 Chamber Plaza, Charleroi, PA 15022	724-489-8080	<a href="mailto:grenfell@swpa-aaa.org">grenfell@swpa-aaa.org</a>
Migrant and Season Farm Worker Programs 421 McFarlan Road Kennett Square, PA 19348	Migrant and Seasonal Farm Worker Programs 800-888-6770	Pathstone Corporation <a href="mailto:info@pathstone.org">info@pathstone.org</a>
Employment and Training Activities carried out by the Dept. of Housing and Urban Development 154 South Greengate Road Greensburg, PA 15601	724-832-7248	Westmoreland County Housing Authority <a href="mailto:mikew@wchaonline.com">mikew@wchaonline.com</a>
Programs authorized under sec. 212 of the Second Chance Act 2007	42. U.S.C. 17532	Bureau of Workforce Partnership Operations (BWPO)/Office of Justice Programs (OJP)

At a minimum, Partners will make the below services available, as applicable to the program, consistent with and coordinated via the PA CareerLink® American Job Center Network System. Additional services may be provided on a case-by-case basis and with the approval of the local workforce development board (WDB).

<b>Business Services</b>		
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	Assist with disability and communication accommodations, including job coaches
Conduct outreach regarding Local workforce system's services and products	Conduct on-site Rapid Response activities regarding closures and downsizings	Develop On-the-Job Training (OJT) contracts, incumbent worker contracts, or pay-for-performance contract strategies
Provide access to labor market information	Provide customized recruitment and job applicant screening, assessment and referral services	
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	
Post job vacancies in the state labor exchange system and take and fill job orders	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	
<b>Job Seeker Services</b>		
<b>Basic Career Services</b>	<b>Individualized Career Services</b>	<b>Training</b>
Outreach, intake, and orientation to the information, services, programs,	Comprehensive and specialized assessments of skills levels and	Occupational skills training through Individual Training Accounts (ITAs)

tools and resources available through the Local workforce system	service needs	
Initial assessments of skill level(s), aptitudes, abilities and supportive 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	Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above
In and out of area job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional	Referral to training services	On-the-Job Training (OJT)
Access to employment opportunity and labor market information	Group counseling	Incumbent Worker Training
Performance information and program costs for eligible providers of training, education, and workforce services	Literacy activities related to work readiness	Programs that combine workplace training with related instruction which may include cooperative education
Information on performance of the Local workforce system	Individual counseling and career planning	Training programs operated by the private sector
Information on the availability of supportive services and referral to such, as appropriate	Case management for customers seeking training services; individual in and out of area job search, referral and placement assistance	Skill upgrading and retraining
Information and meaningful assistance on Unemployment Insurance claim filing	Work experience, transitional jobs, registered apprenticeships, and internships	Entrepreneurial training
Determination of potential eligibility for workforce Partner services, programs, and referral(s)	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	Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training
Information and assistance in applying for financial aid for training and education programs not provided under WIOA	Post-employment follow-up services and support	Other training services as determined by the workforce partner's governing rules
<b>Youth Services</b>		
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	Occupational skill training, which shall include priority consideration for training programs that lead to	

may include: Summer employment opportunities and other employment opportunities available throughout the school year	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.

**Partners:**

- Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.
- Partners will further promote system integration to the maximum extent feasible through:
- Effective communication, information sharing, and collaboration with the one-stop operator,
- Joint planning, policy development, and system design processes,
- Commitment to the joint mission, vision, goals, strategies, and performance measures,
- Exploring the design and use of common intake, assessment, referral, and case management processes,
- The use of common and/or linked data management systems and data sharing methods, as appropriate,
- Leveraging of resources, including other public agency and non-profit organization services,
- Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

**Referrals:**

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, 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 Westmoreland- Fayette WDA and PA CareerLink® American Job Center network,
- Develop materials summarizing their program requirements and making them available for Partners and customers,
- Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- Provide substantive referrals – to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to robust and ongoing communication required for an effective referral process, and
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

**Outreach:**

The Westmoreland-Fayette LWDB and its Partners will develop and implement a strategic outreach plan that will include, at a minimum:

- Specific steps to be taken by each partner,
- An outreach plan to the region’s human resources professionals,
- An outreach and recruitment plan to the region’s job seekers, including targeted efforts for populations most at-

- risk or most in need,
- An outreach and recruitment plan for out-of-school youth,
- Sector strategies and career pathways,
- Connections to registered apprenticeship,
- A plan for messaging to internal audiences,
- An outreach tool kit for Partners,
- Regular use of social media,
- Clear objectives and expected outcomes, and
- Leveraging of any statewide outreach materials relevant to the region.

## **Section II**

### **Service and System Operations, Terms of Conditions, Compliance**

#### **SERVICE AND SYSTEM OPERATIONS**

The purpose of this section is to establish a financial plan, including terms and conditions to fund the services and operating cost of PA CareerLink® Westmoreland- Fayette WIOA American Job Center Network. This budget/Federal IFA is updated annually effective every July during the life of agreement. Within a Program Year the IFA/Operating Budget may be modified at six- month intervals.

A detailed Projected Budget and Cost Allocation Plan for the Westmoreland County at Youngwood, Fayette County, and Alle-Kiski PA CareerLink® centers has been developed and approved by all partners.

Partners will divide responsibility/pay for operating costs based on full-time equivalency. Costs will be tracked and allocated via an automated accounting system, which will produce a report and an invoice for the investor partners on a monthly basis. The Cost Allocation Plan will be reevaluated quarterly. Bills will be processed/paid by the Private Industry Council Westmoreland-Fayette. Time spent by the partners in evaluating services at the PA CareerLink® will be charged back to their respective parent organizations.

The Westmoreland-Fayette WIB will perform the accounting and financial management functions associated with the cost allocation plan. The Westmoreland-Fayette WIB has established a system, agreed upon by all partners, for the payment of allocated costs by each partnering agency. The system follows:

- Invoices each partner on a monthly basis
- Track payments of each partner; keeps folder and spreadsheet on each partner
- Prepares actual expenses/versus revenue collected on monthly basis and distributes to all operators on monthly basis
- After all invoices have been paid and the end of the PA CareerLink® Allocation period – the books are reconciled and one “final” invoice is sent to each partner that owes; or a refund check is sent to each partner that has paid too much.

The enclosed Operating Budget/IFA is conditional with full implementation effective July 1, 2021. This budget includes the following cost categories as required by WIOA and its implementing regulations.

- Infrastructure costs outlined in the Infrastructure Funding Agreement (IFA)
- Additional Shared Costs

Modification to the budget/IFA will follow the same procedure as outlined in Section II.

#### **Program Income:**

Program income earned in a PA CareerLink® center as a result of shared activities is attributable to all partners participating in the cost. The program income should be allocated in the same proportion as the shared costs. Program income must be expended on allowable grant activities. The earning, allocation, and use of program income must be addressed in the MOU. Partners may agree to use program income to reduce their share of costs or resources needed to

fund the one-stop center, or for other purposes, if allowable under the partners' authorizing statutes and regulations. If program income is earned from user or rental fees and is known up front, the program income should be distributed to all full partners on the operating budget to reduce the partners' budgets.

**Breach of MOU:**

The following activities may constitute a breach of the MOU by a PA CareerLink® partner(s):

- Failure to pay monies due under the Service and Operating Costs section of this agreement in a timely manner.
- Failure to perform duties as referred to in this agreement with the PA CareerLink® Operator or any other agent of the WDB with regard to the staffing or operations of the PA CareerLink® system/site.

**Miscellaneous Provisions:**

PA CareerLink® Operating System:

- The PA CareerLink® operating system is the system of record and will include a common data repository for Workforce Innovation and Opportunity Act activities.

All physical co-located system/site partners will have access to the PA CareerLink® system with the approval of a Computer Resources and Data Sharing Agreement.

All PA CareerLink® partners agree to enter all client profiles (job and training seekers) into PA's workforce development system of record.

All PA CareerLink® partners agree to enter all job openings and employer information it receives into the PA CareerLink® operating system.

All PA CareerLink® partners agree to treat all data contained in the PA's workforce development system of record operating system as confidential and not permit access of Commonwealth-provided computer resources by, or re-disclose data to, any persons or entities other than its PA CareerLink® staff/data users under any conditions.

**Mutual Respect of Organizational Practices:**

All PA CareerLink® system/site partners identified in this MOU agree to respect each other's organizational practices and management structures in the provision of services under the agreement.

**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 Westmoreland-Fayette 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 Westmoreland-Fayette WDB or the one-stop operator.

**Maintenance:**

PA CareerLink® partners will cooperate with the PIC maintaining the facility in good condition and follow all established Covid-19 procedures. The PIC shall not be responsible for any repairs nor shall it be liable for any interruption in utilities neither to the facility nor for loss of or damage to any property of partner agencies or invitees by theft or otherwise. The PIC is not liable for any damage or disturbance caused by other parties at the property in which the facility is located.

**Alterations, additions, and improvements:**

The PA CareerLink® partners shall not make any alterations to the facility without the prior written consent of the PIC, and such consent shall not be reasonably withheld, so long as the alterations are permitted by the terms of the agreement between the lessor and the partners.

**Insurance:**

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 issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

Worker's Compensation Insurance for all partner employees and any of its contractors engaged in work at the Premises in accordance with the Workmen's Compensation Act of 1915 as amended.

Each Partner will maintain General Liability insurance coverage. The limits on such insurance shall be in the amount not less than the following:

- \$1,000,000 Each Occurrence
- 2,000,000 Aggregate
- 2,000,000 Products & Completed Operations Aggregate
- 1,000,000 Personal & Advertising Liability
- 100,000 Fire Damage Legal Liability
- 5,000 Medical Payments

Prior to the use of the Premises, all Partners shall provide a current Certificate of Insurance which will include the Private Industry Council of Westmoreland/Fayette, Inc. as an "Additional Insured". The certificate shall contain a provision that the coverage afforded under the policies shall not be canceled or changed under at least 30 days prior written notice to the certificate holder.

**Monitoring:**

The Westmoreland-Fayette WDB, or its designated staff have the authority to conduct fiscal and programmatic monitoring to ensure compliance of MOU terms and conditions are fulfilled.

**Modification Process:**

## Notification of Partners

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

## Discussion/Negotiation

- Upon notification, the Westmoreland-Fayette Board Chair (or designee) must ensure that discussions and negotiations related to the proposed modification take place with Partners in a timely manner and as appropriate.

Depending upon the type of modification, this can be accomplished through email communications of all the Parties. If the proposed modification is extensive and is met with opposition, the Westmoreland-Fayette Board Chair (or designee) may need to call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, a modification will be processed.

If the modification involves substitution of a party that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering into an MOU that includes Westmoreland-Fayette WDB, wherein the new party assumes of the rights and obligations of the original party. Upon execution, the Westmoreland-Fayette Board Chair (or designee) presents the agreement as a proposed modification to the MOU, and the remaining steps are followed.

If determined that a Partner is unwilling to agree to the MOU modification, the Westmoreland-Fayette Board Chair (or designee) must ensure that the process in the Dispute Resolution section as outline below is followed.

- Signatures  
The Westmoreland-Fayette Board Chair (or designee) must circulate the MOU modification and secure Partner signature within 30 calendar days. The modified MOU will be considered fully executed once all signatories have reviewed and signed.

The modification may be signed in counterparts, meaning each signatory can sign a separate document as long as the Westmoreland-Fayette Board Chair (or designee) acquires signatures of each party and provides complete copy of the modification with each party's signature to all the other Parties.

All parties are advised to actively participate in Local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. If an agreement cannot be reached, the Pennsylvania Department of labor and Industry will provide assistance in resolving the issue.

○ Cost Modification

Any modifications to this MOU will follow the following optional procedures:

Reduced costs to the Partners due to reduced shared expenses. Agreement modification reducing Partner cost requires only the authorized signatures of the WDB Contact, WIOA Fiscal Agent.

Reduced costs resulting from the addition of Partners to the Site: a Cost Allocation Agreement modification reducing cost requires only authorized signatures of the new PA CareerLink® Partner(s) negotiator, the WDB Contact, and the WIOA Fiscal Agent.

Increased Costs which result in no more than 10% overall change: the budget can be modified with authorized signatures of the WDB Contact, the WIOA Fiscal Agent, and the PA CareerLink® Partner negotiator.

○ 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. 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 Westmoreland-Fayette Board chair (or designee) and all Parties to the MOU regarding the conflict within 60 business days.

The Westmoreland-Fayette Board Chair (or designee) shall place the dispute on the agenda of a special meeting of the Westmoreland-Fayette Board Executive Committee within 60 business days. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the Executive Committee members present.

The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agency.

○ 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 other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
- WIOA is repealed or superseded by subsequent federal law.
- Local area designation is changed under WIOA.

- A party breaches any provision of this MOU and such breach is not cured within 30 business days after receiving written notice from the Westmoreland Fayette Board 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 Parties to the MOU must convene within 30 business days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

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

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

**Effective Period:**

The MOU is effective July 1, 2021 – June 30, 2024 unless any of the reasons in the Termination section above apply.

**Non-Discrimination and Equal Opportunity:**

Accessibility to the services provided by the Westmoreland-Fayette Workforce Development Area PA CareerLink® centers and all Partner agencies is essential to meeting the requirements and goals of the American Job Center network. 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.

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 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.

**Drug and Alcohol-Free Workplace:**

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

**Certification Regarding Lobbying:**

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section1352), 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.

**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).

**Section III****Local Workforce Development Area Partners****ADULT EDUCATION AND FAMILY LITERACY****Intermediate Unit 1:**

Intermediate Unit 1 will provide Adult Education Title II case management, and CASAS testing 1-2 days per week by WIOA Title II staff from Intermediate Unit 1 at PA CareerLink® Fayette County.

IU 1 Title II education services will be delivered in Westmoreland County on-site at the two PA CareerLink® locations.

**SENIOR EMPLOYMENT SERVICES TITLE IV****Westmoreland County Community College:**

The Westmoreland County Community College Senior Community Service Employment Program (SCSEP) is an employment training program for individuals 55 years old and older who meet eligibility guidelines. The SCSEP will refer participants to register with the PA CareerLink® Westmoreland, PA CareerLink® Fayette, or PA CareerLink® Alle-Kiski. The PA CareerLink® centers will refer individuals 55 and older interested in the program to the SCSEP office at Westmoreland County Community College. The SCSEP will provide select program participants to provide assistance at the PA CareerLink® centers in the Career Resource Center (CRC) and other areas as deemed appropriate.

**Southwestern PA Area Agency on Aging, Inc.:**

The SCSEP/AAA will refer participants/enrollees to the one-stop system in the CRC, which enables registration into the PA CareerLink® system in order to assist them with finding employment, signing up for unemployment compensation, resume writing and other available services and supports. The SCSEP/AAA will mandate all Title V participants to register at the appropriate county- based PA CareerLink® Center to assist enrollees with their job search. The SCSEP/AAA will provide reference materials and fact sheets on the available services and programs for older adults and their families/caregivers to increase awareness.

The agency will utilize the PA CareerLink® system as a recruitment strategy for increasing participation into the SCSEP.

**EARN – THE EMPLOYMENT, ADVANCEMENT, AND RETENTION NETWORK****Private Industry Council of Westmoreland/Fayette, Inc.:**

The PIC will design a program that provides a range of services to meet individuals' need including access to education and training opportunities to achieve family economic stability. EARN shall develop and provide a program that is based on human-centered design and includes an appropriate combination of case management, coaching, licensed counseling, and peer to peer experiences to develop a career pathway through job placement and job retention goals for the participants referred from the County Assistance Office (CAO).

**Training and Credentialing:**

- Referral to WIOA, Adult Education and other PA CareerLink® partner offered programs

- Vocational education activity that leads to the receipt of a diploma or certification, this funding will assist with PA CareerLink® goals established for training.
- EARN approved workforce training will be approved on a case-by-case basis and reflected in the PA CareerLink® statistics

## **CAREER AND TECHNICAL EDUCATION (PERKINS)**

### **Westmoreland County Community College:**

Westmoreland County Community College (Westmoreland) maintains close relationships with our regional Workforce Development Boards and PA CareerLink® centers. PA CareerLink® Westmoreland County at Youngwood leases space in Westmoreland’s Business and Industry Center located at the main campus in Youngwood, PA. The PA CareerLink® Alle-Kiski leases space in Westmoreland New Kensington Center. Dr. Tuesday Stanley, College President and Mr. Bill Magda, College Director of Community Development, are board members on the Westmoreland-Fayette WDB of Directors. The PA CareerLink® centers are currently instrumental in recruiting participants for the College’s Micro credentials training program and will be assisting to recruit employees to be involved in this project. The college plans to use PA CareerLink® services to recruit participants for the upcoming ARC Black-to-Blue and Pre-apprenticeship grant projects.

Services of our career coach specific to workforce development will be offered on-site at the Westmoreland, Fayette, and New Kensington PA CareerLink® centers. In-kind services will be coordinated with the PA CareerLink® manages to include career counseling information on careers in high-priority occupational programs offered at the college, sequencing of courses needed to graduate, and credentials that can be earned in our CTE programs. The sharing of costs will be through provision of services by Westmorland and no actual exchange of funds will occur these career awareness services will support the career pathways offered at Westmoreland. On a normal basis, Westmoreland provides services to priority populations as identified in the MOU such as low-income adults including TANF and SNAP recipients, the homeless, and individuals with disabilities, veterans, older workers; and youth – including youth that face barriers to employment.

## **Section IV**

### **U.S. Department of Labor Partner Services**

#### **JOB CORPS**

The Job Corps has for referral and service a three-tiered block.

Job Corps Outreach and Admissions – 13<sup>th</sup> Floor, Park Building, Pittsburgh, PA 15222

- Horizons has the contract for recruiting in PA – they recruit for multiple centers in multiple states, on-site technical training for Pittsburgh center
  - Tyrone Self 412-471-6123
- Off Center Training Program (college) through Pittsburgh Job Corps
  - Bob Gottschalk 412-441-8700
- Pittsburgh Job Corps Center
  - Carrie Nolan, Business Community Liaison  
Nolan.Carrie@jobcorps.org
  - Bob Gottschalk, Center Director (signatory)  
Gottschalk.Bob@jobcorps.org
  - Mary Donahue, College Administrator  
Donahue.Mary@jobcorps.org
  - Sherri Ely, Acting Supervisor  
Ely.Sherri@jobcorps.org
- All students are registered online or in person at the local PA CareerLink®, unless returning to another state.
- Western PA Career Transition Services – 412-345-0479
  - Works with all former Job Corps students from any of the 125 centers that call Western PA (zip codes 15xxx-168xx) home.

## **Section V**

### **Commonwealth of Pennsylvania Partner Services**

#### **ADDENDUM A – PENNSYLVANIA DEPARTMENT OF LABOR AND INDUSTRY BUREAU OF WORKFORCE PARTNERSHIP AND OPERATIONS PROGRAMS**

##### **Local MOU Language for Wagner-Peyser:**

##### **Description of Services**

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

##### **Access to Services**

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

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

##### **Agreement on Funding the costs**

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

##### **Methods for referral**

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

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

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

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

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

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

### **Miscellaneous Provisions**

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

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

### **Language for Foreign Labor Certification Local MOU:**

#### **Description of Services**

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

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

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

- The employer must ensure that the position meets the qualifying criteria for the requested program.
- The employer must complete the ETA form designated for the requested program. This may include the form and

any supporting documentation (e.g., job description, resume of the applicant, etc.).

- The employer must ensure that the wage offered equals or exceeds the prevailing wage for the occupation in the area of intended employment.
- The employer must ensure that the compliance issues affected upon receipt of a foreign labor certification are completely understood.
- The completed ETA form is submitted to the designated Department of Labor office for the requested program (e.g., SWA, processing center or the national office).
- The employer is notified of the determination of the Department of Labor.

### **Access to Services**

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

- BWPO is in partnership with the PA CareerLink® network of one-stop service centers. These centers are located throughout the state and help employers recruit qualified U.S. workers through the automated, self-service PA CareerLink® system.
- The Foreign Labor Certification Unit (FLC), a work unit within BWPO Central Office, provides employers with other U.S. Department of Labor (USDOL) mandated foreign labor certification process services, and helps employers complete the SWA related segments of the temporary foreign labor H-2A and H2B.
- PA CareerLink® staff assist in administering an internet-based labor exchange called the PA's workforce development system of record, or PA CareerLink® system. 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.pacareerlink.pa.gov](http://www.pacareerlink.pa.gov).
- PA CareerLink® staff also offer a variety of other employer services including education and training services to help employers build a quality workforce.
- PA CareerLink® staff help employers fulfill part of the USDOL requirements for FLC by helping them recruit U.S. workers and determine whether or not there are any qualified job applicants available to fill their job postings. The goal, as required, is to find U.S. workers for all positions.

### **Agreement on funding the costs**

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

### **Methods for referral**

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

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

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

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

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

### **Miscellaneous Provisions**

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

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

### **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.

### **Local MOU Language for Rapid Response:**

## **Description of Services**

Rapid Response is an early intervention business service that assists workers and employers during the entire business cycle. Rapid Response coordinates layoff aversion and outplacement services for employers and workers affected by layoffs, plant closures, or natural disasters. It is not always event-driven; it is a pro-active approach to planning for and managing economic transitions. At its best, Rapid Response assist employers with their layoffs by coordinating outplacement services prior to layoff, while supporting the business by working with other state and local stakeholders who can then assist in job expansion.

Rapid Response provides an introduction to the Workforce and Economic Development Systems and helps workers and employers navigate the Commonwealth's system of user-friendly resources and information to help transition workers into reemployment, and assist businesses.

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

## **Access to Services**

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

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

## **Agreement on funding the costs**

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

## **Methods for referral**

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

- Familiarize themselves with the basic eligibility and participation requirements of all BWPO programs, as well as with the available services and benefits offered.
- Review materials summarizing BWPO program requirements and make them available for Partners and customers.
- Develop and utilize intake, eligibility determination, assessment, and registration processes.
- Provide substantive referrals to customers who are eligible for supplemental and complementary services and

benefits under partner programs.

- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys.
- Commit to robust and ongoing communication required for an effective referral process, and to actively follow up on the results of referrals.

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

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

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

### **Miscellaneous Provisions**

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

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

### **Local MOU Language for Jobs for Veterans State Grant (JVSG):**

#### **Description of Services**

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

#### **Access to Services**

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

- Veterans qualifying for priority of service designation who require services and/or training are ensured the next available spot as a result of their priority of service status. Local Veterans Employment Representatives (LVERS) and Disabled Veteran Outreach Program (DVOP) staff work in conjunction with PA CareerLink® partners to identify veterans and establish an appropriate plan to meet the individuals' needs.
- LVERS will conduct face-to-face contact with employers, plan and participate in job and career fairs and conduct

job development with employers. LVERs will facilitate employment, training, and placement services furnished to veterans, promote the benefits of employing veterans, and facilitate employer training. LVER's will work with other partners and workforce development provided to communicate employer outreach and job openings

- Veterans with significant barriers to employment such as, but not limited to, long-term unemployment, previous incarceration, and low-income status are able to see the DVOP. A DVOP will be able to provide one-on-one assistance and develop an Individual Employment Plan that will address the specific barriers for the eligible veteran.
- DVOP specialists will coordinate supportive services with applicable providers, deliver technical assistance to community-based organizations for employment and training services to veterans, and assist PA CareerLink® partners in providing services to veterans on a priority basis.
- Veterans, ages 18-24 and transitional service members are eligible to meet with the DVOP to receive one-on-one case management services.

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

### **Agreement on funding the costs**

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

### **Methods for referral**

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

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

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

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

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

## **Miscellaneous Provisions**

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

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

## **Local MOU Language for Trade Act Services:**

### **Description of Services**

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

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

### **Access to Services**

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

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

### **Agreement on funding the costs**

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

### **Methods for referral**

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

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

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

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

### **Miscellaneous Provisions**

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

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

## **ADDENDUM B – PENNSYLVANIA DEPARTMENT OF L&I VOCATIONAL REHABILITATION**

### **Description of Services – Vocational Rehabilitation**

As a core partner OVR provides Vocational Rehabilitation services for people with disabilities. Eligible OVR customers

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

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 Westmoreland-Fayette Workforce Development Board area as it relates to Office of Vocational Rehabilitation eligible customers. As defined by the Office of Vocational Rehabilitation, training for OVR staff will be at the discretion of the local OVR District Administrator. OVR staff supervision and direction will be the responsibility of the local OVR District Administrator.

#### **Agreement on funding the costs**

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

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

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

#### **Miscellaneous Provisions**

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

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

#### **ADDENDUM C – PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT**

### **Community Services Block Grant – 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.

### **ADDENDUM D – PENNSYLVANIA DEPARTMENT OF HUMAN SERVICES, TEMPORARY ASSISTANCE OF NEEDY FAMILIES SERVICES**

#### **EARN – The Employment, Advancement, and Retention Network:**

- EARN will provide assistance with job order enrollment and placement
- Resume writing and interviewing skills
- Employment retention follow-up
- Referral to WIOA, Adult Education and other CareerLink® partner offered programs
- EARN will provide community service opportunities with a goal toward employment
- Training and Credentialing
- Vocational education activity that leads to the receipt of a diploma or certification, this funding will assist with CareerLink® goals established for training.
- EARN approved workforce training will be approved on a case-by-case basis and reflected in the PA CareerLink® statistics

## **ADDENDUM E – PENNSYLVANIA DEPARTMENT OF LABOR AND INDUSTRY UNEMPLOYMENT COMPENSATION PROGRAM**

### **Service Provision:**

- 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.

## **Attachment A**

### **Commonwealth Required Terms and Conditions**

#### **Commonwealth Held Harmless**

- 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.
- 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.
- No provision in this Agreement shall be construed to limit the sovereign immunity of the Commonwealth.

#### **Nondiscrimination/Sexual Harassment Clause**

- The Parties agree:
  - 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.
  - 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.
  - 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.
  - 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.
  - The Parties and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. Each Party and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO- 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.
  - 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.

- 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.
- 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.

### **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.

- **Definitions:** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
  - **"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.
  - **"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.
  - **"Contractor"** means the individuals or entities, that have entered into this Agreement with the Commonwealth.
  - **"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.
  - **"Financial Interest"** means either:
    - Ownership of more than a five percent interest in any business; or
    - Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - **"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.
  - **"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.

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

- 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.
- 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.

- 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.
- 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.
- Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - had any business license or professional license suspended or revoked;
  - 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
  - been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

- 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).
- 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.
- 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.

- 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.
- 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.

#### **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.

- 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.
- 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.
- 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.
- 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.
- 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.
- 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:
  - a. Department of General Services  
Office of Chief Counsel

603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 783-6432  
FAX No: (71) 787-9138

### **Americans with Disabilities Act**

- 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.
- 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.

### **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 persona jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

### **Right to Know Law**

- 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.
- 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.
- 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:
  - 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
  - Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Agreement.
- 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.
- 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.
- 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.

- 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.
- 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.
- 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.

#### **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.

**Attachment B – PA CareerLink® Westmoreland County at Youngwood  
Partner Program/Provider List**

<b>Program Name</b>	<b>Program Authorization</b>	<b>Local Area Partner/Providers</b>
Adult Education Intermediate Unit 1 One Intermediate Drive Coal Center, PA 15423	WIOA Title II Adult Education Title II Case Management	Kristin Szewczyk <a href="mailto:kristin.szewczyk@iu1.org">kristin.szewczyk@iu1.org</a>
PA Office of Vocational Rehabilitation 727 Goucher Street, Section 10 Johnstown, PA 15905	State Dept. of Rehabilitation (VR) program, authorized under title 1 of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by Title IV of WIOA	Marge Duranko <a href="mailto:maduranko@pa.gov">maduranko@pa.gov</a>
Jobs for Veterans State Grants (JVSG)  PA Dept. L&I 12 Commonwealth Drive Lemont Furnace, PA 15456	Jobs for Veterans State Grants (JVSG), authorized under Chapter 41 of Title 38, U.S. C.	Frank Staszko <a href="mailto:fstaszko@pa.gov">fstaszko@pa.gov</a>
Wagner-Peyser Employment Services PA Dept. L & I 12 Commonwealth Drive Lemont Furnace, PA 15456	Wagner-Peyser Employment Services (ES) program, authorized under the Wagner- Peyser Act (29 U.S.C. 49 ET DEQ.) as amended by Title 111 OF WIOA, also providing the state’s public labor exchange.	Frank Staszko <a href="mailto:fstaszko@pa.gov">fstaszko@pa.gov</a>
Trade Adjustment Assistance (TAA) PA Dept. L&I 12 Commonwealth Drive Lemont Furnace, PA 15456	Trade Adjustment Assistance (TAA), authorized under chapter 2 of Title 11 of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)	Frank Staszko <a href="mailto:fstaszko@pa.gov">fstaszko@pa.gov</a>
TANF PA Dept. of Human Services Westmoreland Cty. Assistance Office 587 Sells Lane Greensburg PA 1560	Temporary Assistance for Needy Families (TANF) authorized under Part A of Title IV of the Social Security Act (42 U.S.C. 601 et seg.) <sup>3</sup>	Ron Edmonds <a href="mailto:roedmonds@pa.gov">roedmonds@pa.gov</a>
WIOA Adult, Dislocated Workers and Youth Programs Private Industry Council of Westmoreland/Fayette, Inc. 219 Donohoe Road, Greensburg, PA 15601	WIOA Title 1 Adult, Dislocated Worker, and Youth Programs.	Shujuane Martin <a href="mailto:smartin@privateindustrycouncil.com">smartin@privateindustrycouncil.com</a>
Temporary Assistance for Needy Families (EARN) Private Industry Council of	Temporary Assistance for Needy Families (EARN) Authorized under part A of Title IV of the Social Security	Shujuane Martin <a href="mailto:smartin@privateindustrycouncil.com">smartin@privateindustrycouncil.com</a>

Westmoreland/Fayette, Inc 219 Donohoe Road, Greensburg, PA 15601	Act (42 U.S.C. 601 ET SEQ)3	
Unemployment Insurance (UI) 651 Boas Street Harrisburg, PA 17121	Unemployment insurance (UI) programs under State Unemployment Compensation Laws.	Hanima Amara <a href="mailto:hamara@pa.gov">hamara@pa.gov</a>
Community Services Block Grant Act (CSBG) Westmoreland Community Action 226 South Maple Avenue Greensburg, PA 15601	Employment and training activities carried out under the Community Service Block Grant Act (CSBG) 942 U.S.C. 9901 ET SEQ.)	Mandy Zalich <a href="mailto:mzalich@westmorelandca.org">mzalich@westmorelandca.org</a>
Job Corps 7175 Highland Avenue Pittsburgh, PA 15206	Job Corps, WIOA Title 1, Subtitle C	Carrie Nolan <a href="mailto:Nolan.Carrie@jobcorps.org">Nolan.Carrie@jobcorps.org</a>
Career & Technical Education WCCC Westmoreland County Community College 145 Pavilion Lane Youngwood, PA 15697	Career and Technical Education (CTE) Programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 W.S.C. 2301 et seq.)	Colette Wilson <a href="mailto:wilsoncol@westmoreland.edu">wilsoncol@westmoreland.edu</a>
Council of Three Rivers American Indian Center 120 Charles Street Pittsburgh, PA	Indian and Native American Programs (INA)), WIOA sec. 166, 29 USC 3221	Kerry Jevsevar <a href="mailto:kjevsevar@cotraic.org">kjevsevar@cotraic.org</a>
Senior Employment Program Westmoreland Community College 145 Pavilion Lane Youngwood, PA 15697	Senior Community Service Employment Program (SCSEP), authorized under title V of the Older Americans Act of 1965 (42 of title 38 U.S.C.)	Bill Magda <a href="mailto:magdaw@westmoreland.edu">magdaw@westmoreland.edu</a>
Westmoreland County Housing Authority	Employment and Training Activities carried out by the Department of Housing & Urban Development	Mike Washowich <a href="mailto:mikew@wchaonline.com">mikew@wchaonline.com</a>

**Attachment C – PA CareerLink® Fayette County  
Partner Program/Provider List**

<b>Program Name</b>	<b>Program Authorization</b>	<b>Local Area Partner/Providers</b>
Adult Education Intermediate Unit 1 One Intermediate Drive Coal Center, PA 15423	WIOA Title II Adult Education Title II Case Management	Kristin Szewczyk <a href="mailto:kristin.szewczyk@iu1.org">kristin.szewczyk@iu1.org</a>
PA Office of Vocational Rehabilitation 727 Goucher Street, Section 10 Johnstown, PA 15905	State Dept. of Rehabilitation (VR) program, authorized under title 1 of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by Title IV of WIOA	Marge Duranko <a href="mailto:maduranko@pa.gov">maduranko@pa.gov</a>
Jobs for Veterans State Grants (JVSG)  PA Dept. L&I 12 Commonwealth Drive Lemont Furnace, PA 15456	Jobs for Veterans State Grants (JVSG), authorized under Chapter 41 of Title 38, U.S. C.	Frank Staszko <a href="mailto:fstaszko@pa.gov">fstaszko@pa.gov</a>
Wagner-Peyser Employment Services PA Dept. L & I 12 Commonwealth Drive Lemont Furnace, PA 15456	Wagner-Peyser Employment Services (ES) program, authorized under the Wagner- Peyser Act (29 U.S.C. 49 ET DEQ.) as amended by Title 111 OF WIOA, also providing the state’s public labor exchange.	Frank Staszko <a href="mailto:fstaszko@pa.gov">fstaszko@pa.gov</a>
Trade Adjustment Assistance (TAA) PA Dept. L&I 12 Commonwealth Drive Lemont Furnace, PA 15456	Trade Adjustment Assistance (TAA), authorized under chapter 2 of Title 11 of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)	Frank Staszko <a href="mailto:fstaszko@pa.gov">fstaszko@pa.gov</a>
PA Dept. of Human Services Fayette Cty. Assistance Office 41 W. Church St. Uniontown, PA 15401	Temporary Assistance for Needy Families (TANF) authorized under Part A of Title IV of the Social Security Act (42 U.S.C. 601 et seg.)3	Dana Valente <a href="mailto:dvalente@pa.gov">dvalente@pa.gov</a>
WIOA Adult, Dislocated Workers and Youth Programs Private Industry Council of Westmoreland/Fayette, Inc. 219 Donohoe Road, Greensburg, PA 15601	WIOA Title 1 Adult, Dislocated Worker, and Youth Programs.	Shujuane Martin <a href="mailto:smartin@privateindustrycouncil.com">smartin@privateindustrycouncil.com</a>
Temporary Assistance for Needy Families (EARN) Private Industry Council of Westmoreland/Fayette, Inc.	Temporary Assistance for Needy Families (EARN) Authorized under part A of Title IV of the Social Security Act (42 U.S.C. 601 ET SEQ)3	Shujuane Martin <a href="mailto:smartin@privateindustrycouncil.com">smartin@privateindustrycouncil.com</a>

219 Donohoe Road, Greensburg, PA 15601		
Unemployment Insurance (UI) 651 Boas Street Harrisburg, PA 17121	Unemployment insurance (UI) programs under State Unemployment Compensation Laws.	Hanima Amara <a href="mailto:hamara@pa.gov">hamara@pa.gov</a>
Community Services Block Grant Act (CSBG) Fayette County Community Action Agency 108 North Beeson Blvd. Uniontown, PA 15401	Employment and training activities carried out under the Community Service Block Grant Act (CSBG) 942 U.S.C. 9901 ET SEQ.)	Jim Stark <a href="mailto:jstark@fcaaa.org">jstark@fcaaa.org</a>
Job Corps 7175 Highland Avenue Pittsburgh, PA 15206	Job Corps, WIOA Title 1, Subtitle C	Carrie Nolan <a href="mailto:Nolan.Carrie@jobcorps.org">Nolan.Carrie@jobcorps.org</a>
Senior Employment Program Southwest Area Agency on Aging 305 Chamber Plaza Charleroi, PA 15022	Senior Community Service Employment Program (SCSEP), authorized under title V of the Older Americans Act of 1965 (42 of title 38 U.S.C.	Leslie Grenfell <a href="mailto:grenfell@swpa-aaa.org">grenfell@swpa-aaa.org</a>
Fayette Career & Technical Institute 175 George Fairchance Road Uniontown, PA 15401	Career and Technical Education (CTE) Programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 W.S.C. 2301 et seq.)	Cindy Shaw <a href="mailto:cshaw@fayettecti.org">cshaw@fayettecti.org</a>

**Attachment D – PA CareerLink® Alle-Kiski  
Partner Program/Provider List**

<b>Program Name</b>	<b>Program Authorization</b>	<b>Local Area Partner/Providers</b>
Adult Education Intermediate Unit 1 One Intermediate Drive Coal Center, PA 15423	WIOA Title II Adult Education Title II Case Management	Kristin Szewczyk <a href="mailto:kristin.szewczyk@iu1.org">kristin.szewczyk@iu1.org</a>
PA Office of Vocational Rehabilitation 727 Goucher Street, Section 10 Johnstown, PA 15905	State Dept. of Rehabilitation (VR) program, authorized under title 1 of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by Title IV of WIOA	Marge Duranko <a href="mailto:maduranko@pa.gov">maduranko@pa.gov</a>
Jobs for Veterans State Grants (JVSG)  PA Dept. L&I 12 Commonwealth Drive Lemont Furnace, PA 15456	Jobs for Veterans State Grants (JVSG), authorized under Chapter 41 of Title 38, U.S. C.	Frank Staszko <a href="mailto:fstaszko@pa.gov">fstaszko@pa.gov</a>
Wagner-Peyser Employment Services PA Dept. L & I 12 Commonwealth Drive Lemont Furnace, PA 15456	Wagner-Peyser Employment Services (ES) program, authorized under the Wagner- Peyser Act (29 U.S.C. 49 ET DEQ.) as amended by Title 111 OF WIOA, also providing the state’s public labor exchange.	Frank Staszko <a href="mailto:fstaszko@pa.gov">fstaszko@pa.gov</a>
Trade Adjustment Assistance (TAA) PA Dept. L&I 12 Commonwealth Drive Lemont Furnace, PA 15456	Trade Adjustment Assistance (TAA), authorized under chapter 2 of Title 11 of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)	Frank Staszko <a href="mailto:fstaszko@pa.gov">fstaszko@pa.gov</a>
TANF PA Dept. of Human Services Westmoreland Cty. Assistance Office 587 Sells Lane Greensburg PA 1560	Temporary Assistance for Needy Families (TANF) authorized under Part A of Title IV of the Social Security Act (42 U.S.C. 601 et seg.) <sup>3</sup>	Ron Edmonds <a href="mailto:roedmonds@pa.gov">roedmonds@pa.gov</a>
WIOA Adult, Dislocated Workers and Youth Programs Private Industry Council of Westmoreland/Fayette, Inc. 219 Donohoe Road, Greensburg, PA 15601	WIOA Title 1 Adult, Dislocated Worker, and Youth Programs.	Shujuane Martin <a href="mailto:smartin@privateindustrycouncil.com">smartin@privateindustrycouncil.com</a>
Temporary Assistance for Needy Families (EARN) Private Industry Council of	Temporary Assistance for Needy Families (EARN) Authorized under part A of Title IV of the Social Security	Shujuane Martin <a href="mailto:smartin@privateindustrycouncil.com">smartin@privateindustrycouncil.com</a>

Westmoreland/Fayette, Inc. 219 Donohoe Road, Greensburg, PA 15601	Act (42 U.S.C. 601 ET SEQ)3	
Unemployment Insurance (UI) 651 Boas Street Harrisburg, PA 17121	Unemployment insurance (UI) programs under State Unemployment Compensation Laws.	Hanima Amara <a href="mailto:hamara@pa.gov">hamara@pa.gov</a>
Community Services Block Grant Act (CSBG) Westmoreland Community Action 226 South Maple Avenue Greensburg, PA 15601	Employment and training activities carried out under the Community Service Block Grant Act (CSBG) 942 U.S.C. 9901 ET SEQ.)	Mandy Zalich <a href="mailto:mzalich@westmorelandca.org">mzalich@westmorelandca.org</a>
Job Corps 7175 Highland Avenue Pittsburgh, PA 15206	Job Corps, WIOA Title 1, Subtitle C	Carrie Nolan <a href="mailto:Nolan.Carrie@jobcorps.org">Nolan.Carrie@jobcorps.org</a>
Arbor E&T, LLC dba Equus Workforce Solutions 9901 Linn Station Road Louisville, KY 40223	WIOA Title 1 Youth	Mark Douglass <a href="mailto:mark@equusworks.com">mark@equusworks.com</a>
Senior Employment Program Westmoreland Community College 145 Pavilion Lane Youngwood, PA 15697	Senior Community Service Employment Program (SCSEP), authorized under title V of the Older Americans Act of 1965 (42 of title 38 U.S.C.)	Bill Magda <a href="mailto:magdaw@westmoreland.edu">magdaw@westmoreland.edu</a>
Westmoreland County Housing Authority	Employment and Training Activities carried out by the Department of Housing & Urban Development	Mike Washowich <a href="mailto:mikew@wchaonline.com">mikew@wchaonline.com</a>