



SOUTH CENTRAL WORKFORCE DEVELOPMENT BOARD

ONE-STOP OPERATOR FIREWALL AGREEMENT

THIS FIREWALL AGREEMENT (herein the “Agreement”), is made effective as of the 11th day of July, 2024 (the “Effective Date”), by and between **SOUTHCENTRAL LEO**, a Pennsylvania nonprofit corporation being the Chief Elected Officials of the South Central Workforce Development Area (herein the “CEO”), **SOUTHCENTRAL WORKFORCE INVESTMENT BOARD d/b/a SCPa WORKS**, a Pennsylvania nonprofit corporation (“SCPa Works”), and **ARBOR E&T, LLC d/b/a EQUUS WORKFORCE SOLUTIONS**, a limited liability company organized and existing under the laws of the Commonwealth of Kentucky having been duly registered as a foreign business corporation in the Commonwealth of Pennsylvania (the “OSO”).

WHEREAS, the CEO is the chief elected officials as defined in the Workforce Innovation and Opportunity Act of 2014, Public Law 113-128, 29 USCS § 3101 et seq. (herein “WIOA”) of the South Central Workforce Development Area; and

WHEREAS, SCPa Works is the local workforce development board for the South Central Workforce Development Area having been duly certified by the Governor of the Commonwealth of Pennsylvania; and

WHEREAS, the OSO is the one-stop operator of the SCPa Works one-stop delivery system for the South Central Workforce Development Area pursuant to WIOA Section 121, having been certified by the CEO and SCPa Works; and

WHEREAS, in addition to serving as one-stop operator, the OSO serves as a program provider within the one-stop delivery system; and

WHEREAS, the parties desire to enter this Agreement to establish and confirm sufficient firewalls and conflict of interest rules that govern each of the OSO’s roles within the one-stop delivery system, and to clarify how the OSO will carry out its responsibilities while complying with these rules, WIOA, its regulations, and other federal and state requirements.

NOW THEREFORE, in consideration of the foregoing and the mutual undertakings set forth herein, and intending to be legally bound hereby, the parties agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein as part of this Amendment.
2. **Incorporation of Agreement.** The parties confirm all of the terms and provisions of that certain One Stop Operator Agreement by and between SCPa Works and OSO entered July 11, 2023, as may be extended, (herein the “OSO Agreement”) which shall remain in full force and effect in accordance with its terms, which are incorporated herein.
3. **Key Roles.** The OSO shall maintain the following key roles.

(a) The main role of the OSO shall be the coordination of service delivery and to ensure seamless delivery within the one-stop delivery system; and

(b) The OSO shall provide supervision that may take the form of a site manager or other effective supervisory means.

4. **Responsibilities.** The OSO shall maintain the following responsibilities.

(a) Provide access to programs or activities through the one-stop delivery system;

(b) Serve as an intermediary among all the one-stop partners;

(c) Maintain a thorough knowledge and understanding of parameters in which all of the one-stop partners provide services and their performance goals;

(d) Ensure that an effective partner referral mechanism is in place for the benefit of participants and partner performance;

(e) Attend individual one-stop partner meetings and maintain knowledge of upcoming community events and encourage partner participation;

(f) Act as community ambassador of the one-stop system;

(g) Ensure compliance with one-stop center certification criteria;

(h) Ensure that the Nondiscrimination Plan (NDP) promulgated by the Commonwealth of Pennsylvania, Department of Labor and Industry ("L&I") is enacted and maintained, as well as ensuring that pertinent equal opportunity and civil rights measures are enforced;

(i) Manage technological resources needed for the operation of the one-stop center; and

(j) Track and implement the provisions of the Memorandum of Understanding among the one-stop partners.

5. **Limitations.** The OSO is prohibited from performing any of the following functions:

(a) Developing, managing, or conducting the competitive procurement process in which it intends to compete;

(b) Convening one-stop system stakeholders to assist in the development of the local plan;

- (c) preparation and/or submission of local plans;
- (d) being responsible for oversight of itself;
- (e) Development, management, or participation, other than as a respondent or proposer, in any competitive selection process for one-stop operators;
- (f) Performance of monitoring functions of itself or any one-stop partners;
- (g) selection or termination of one-stop operators, career services, or youth providers;
- (h) negotiation of local and/or regional performance accountability measures;
- (i) development or submission of budget for activities of SCPa Works in the local area or regional area;
- (j) establishment of practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term career and training services;
- (k) Having any actual or potential conflicts of interest arising from relationships with particular training service providers or other service providers; and
- (l) Participation in the enforcement or interpretation of Federal regulations and procurement policies relating to the calculation and use of profits.

6. **Additional Roles.** The OSO must maintain compliance with the following provisions while serving in different roles within the one-stop delivery system, including that of program services provider.

- (a) The OSO cannot develop, manage, or conduct the procurement or selection process of a service provider in which it intends to compete;
- (b) The OSO shall not participate in any part of the procurement or selection process for any program provider in which it may have a perceived or real interest in such procurement;
- (c) The OSO shall not create or implement policies or practices involving the oversight, monitoring, or evaluation of performance of the OSO or the OSO as a service provider;
- (d) The OSO shall not create or implement policies or practices that could create impediments to service providers to properly assist individuals or that creates an advantage to the OSO over any other one-stop partner program;

(e) The OSO shall disclose any actual or potential conflicts of interest arising from relationships with SCPa Works or other service providers; and

(f) The OSO shall establish a written policy for its employees that addresses the avoidance of actual and apparent conflicts of interest, and that requires disclosure thereof.

7. **Authority of Signatories.** The persons executing this Agreement on behalf of parties hereof represent and warrant that (a) the execution and delivery of this Agreement is duly authorized, (b) he or she is authorized to execute and deliver this Agreement, (c) this Agreement is the valid and binding obligation of each party, enforceable in accordance with its terms, and (d) the consent of no other party claiming through or under any of the parties is required to effectuate the terms hereof.

8. **Governing Law; Venue.** This Agreement will be interpreted, and the rights and obligations of the parties hereto determined, in accordance with the laws of the Commonwealth of Pennsylvania. Venue for all disputes arising hereunder shall lie in Dauphin County, Pennsylvania. Nothing contained herein shall prohibit the parties from pursuing alternate methods of dispute resolution as they may agree.

9. **Successors and Assigns.** This Agreement will be binding on and will inure to the benefit of the parties hereto and their respective successors and assigns.

10. **Severability.** Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; however, if any provision of this Agreement will be prohibited by or invalid under applicable law, that provision will be ineffective only to the extent of the prohibition or invalidity, without invalidating the remainder of the provision or the remaining provisions of this Agreement.

11. **Entire Agreement; Amendments.** This Agreement and the OSO Agreement express the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements of the parties regarding the same subject matter. This Agreement may not be amended or modified except by writing signed by the parties hereto.

12. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document. Signatures transmitted via facsimile or e-mail shall have the same binding effect as original signatures.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Firewall Agreement,
intending to be legally bound hereby, as of the Effective Date.

CEO:

SOUTHCENTRAL LEO

5/10/24
Date

BY: Robert Ziobrowski
Robert Ziobrowski, Chairperson

SCPA WORKS:

SOUTH CENTRAL WORKFORCE
INVESTMENT BOARD

Jun 28, 2024
Date

BY: Jesse McCree
Jesse McCree, Chief Executive Officer

OSO:

ARBOR E&T, LLC d/b/a EQUUS
WORKFORCE SOLUTIONS

7/11/2024
Date

BY: Mark Douglass
Mark Douglass, CEO

*Jeramey Harrison
National Director One stop operators*






OSO FIREWALL AGREEMENT SCPa Works

Final Audit Report

2024-06-28

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