

**MINUTES OF PUBLIC MEETING OF THE MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD  
EXECUTIVE COMMITTEE**

**Wednesday, June 3, 2020 - 9:00 a.m.**

**REMOTE MEETING**

WebEx: <https://mcwdb-1095-9b71.my.webex.com/meet/mcwdb>

Phone: +1-510-338-9438; Access Code/Meeting ID: 625 125 871

**Members Present:** Mark Lashinske (Ph.) Tom Jenkins (Ph.), Shawn Hutchinson (Ph.), Elizabeth (E) Cole (Ph.), Vanessa Andersen (Ph.)

**Members Absent:** N/A

**1. Call to Order**

Chairman, Mark Lashinske called the Executive Committee (EC) meeting to order at 9:00 a.m.

**2. Roll Call**

WDB Liaison, Nancy Avina, took roll. Quorum was present (5).

**3. Welcome and Introductions**

Chairman Lashinske, provided brief welcoming remarks.

**4. Chairman Remarks**

Chairman Lashinske thanked board staff for their hard work and heavy lifting. He further commented on the purpose of the meeting and the EC focus of governance and policies and procedures and moving forward actions including directing staff to do work and moving items forward for Full Board action.

**5. Action: Consent Agenda**

Chairman, Lashinske asked for a motion to approve the consent agenda. Tom Jenkins made a motion to accept the consent agenda; Vanessa Andersen seconded the motion. In favor: Mark Lashinske (Ph.) Tom Jenkins (Ph.), Shawn Hutchinson (Ph.), Elizabeth (E) Cole (Ph.), Vanessa Andersen (Ph.). The committee voted unanimously to approve the consent agenda; motion carried.

**6. Executive Director Report**

Executive Director, Patricia Wallace informed no major updates to report, due to many pieces are still in progress.

**7. Review, Discussion and Possible Action: Shared Governance Agreement (SGA) and Attachments**

Chairman Lashinske spoke to items 7 – 13 that are in progress and expressed his sentiment in ensuring documents are done properly. He provided an update on the SGA and informed the document is in its final phase and that the final SGA document will be sent to the EC members for review. He further inquired if committee would be comfortable voting to move the document forward directly to the Full Board after individual review. Discussion was held - the committee discussed the possibility of holding a special Executive Committee meeting to discuss the review and approve to move documents forward. Additionally, they discussed the draft version of the SGA and if there was agreement by all parties, including the process for review and agreement. Communication of parties was also touched upon; Chairman Lashinske informed communication has turned into a more collaborative effort. The committee agreed to hold a special EC meeting prior to the next Full Board meeting. Staff confirmed they would work on scheduling for the 12<sup>th</sup> of June.

**8. Review, Discussion and Possible Action: Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA)**

Chairman Lashinske informed staff would be doing the heavy lifting in working with partners to get changes/amendments on the MOU/IFA - mainly location and people, and getting approval. Chairman Lashinske further informed he asked staff to have a phone conversation with all parties in hopes to have an agreement for review at the upcoming EC meeting and/or Full Board.

### **9. Review, Discussion and Possible Action: Bylaws**

Chairman Lashinske informed review of the bylaws will need to take place and see if there are any critical pieces that need to be looked at. He further informed he and WDB staff would be tackling the task with hopes of also presenting those at the upcoming EC meeting and/or Full Board.

### **10. Review, Discussion and Possible Action: WIOA Revised Budget 2020-2021**

Chairman Lashinske informed HSD Deputy Director, Jacqueline Edwards is still working on compiling data requested; document attached is still the same first draft. The budget will also be a request that will go to the Board of Supervisors for a revised budget, as current flat rate budget will not meet the need, based on board expectations and the current the work of the board. A justification is being put together with collaboration and documentation. Brief comments were made regarding the training provider section of the budget and its appearance of being very light - research was advised on historical expenditures on the training provider side and adding a 5% increase for added expenses, etc.; brief discussion held on the training provider budget topic.

### **11. Review, Discussion and Possible Action: Career Service Provider Agreement**

Chairman Lashinske, informed Career Service Provider agreement is the top priority and informed of two documents currently being reviewed. He expressed importance of ensuring the agreement clearly defines roles and responsibilities of all parties. Revisions are currently being made in cooperation with Attorney, Andrea Cummings and Maricopa County. Chairman Lashinske indicated and clarified the agreement would be on a 6-month basis with renewals.

### **12. Review, Discussion and Possible Action: Staff Positions and Organizational Chart**

Chairman Lashinske, reviewed the org. chart attachment with the Executive Committee and provided his through behind it. The document was referred as potentially final.

### **13. Review, Discussion and Possible Action: East Valley Career Center Relocation**

Chairman Lashinske, informed he will be reaching out the Real Estate Department, Michelle Colby to see what the requirements are for relocation. The Chairman reiterated WDB staff was asked to take care of the actions of relocation; and has requested Executive Director, Patricia Wallace to be involved. Ms. Wallace provided brief comments and informed steps are being taken to address the need of the provider and will be working with key stakeholders to look at suitable options to ensure community needs are met. Ms. Wallace further informed staff have already begun to look at options; final recommendations will be pushed forward to the Board. Chairman Lashinske, reiterated he would reach out to Ms. Colby to ensure Maricopa County processes were followed.

### **14. Review and Possible Discussion: One Stop Operator Monthly Written Report\***

One Stop Operator (OSO) Representative, Gretchen Carraway shared highlights of the OSO monthly written report. A statement was made on engaging with City of Phoenix on having a same/similar referral platforms; appreciation was expressed in regard to OSO engaging in conversations with the City of Phoenix. Chairman Lashinske, shared comments regarding partnerships and looking into incorporating an MOU with the City of Phoenix and potentially sharing responsibilities as partners.

### **15. Presentation: Reveli Foundation**

Executive Director, Patricia Wallace informed Mr. Steve Yamamori was unable to give his presentation and would be rescheduled to present at a later date. The presentation was tabled.

### **16. Call to the Public**

Chairman, Lashinske called for public comment. No public comment made.

### **17. Adjourn Executive Committee Meeting**

Chairman Lashinske adjourned the meeting at 9:47a.m.

*\*For More Information Please Contact, MCWDB Staff: [mcwdb@maricopa.gov](mailto:mcwdb@maricopa.gov)*

**MINUTES OF PUBLIC MEETING OF THE MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD  
EXECUTIVE COMMITTEE**

**Friday, June 12, 2020 – 9:00 a.m.**

**REMOTE MEETING**

WebEx: <https://mcwdb-1095-9b71.my.webex.com/meet/mcwdb>

Phone: +1-510-338-9438; Access Code/Meeting ID: 625 125 871

**Members Present:** Mark Lashinske (Ph.) Tom Jenkins (Ph.), Shawn Hutchinson (Ph.), Elizabeth (E) Cole (Ph.), Vanessa Andersen (Ph.)

**Members Absent:** N/A

**1. Call to Order**

Chairman, Mark Lashinske called the Executive Committee (EC) meeting to order at 9:00 a.m.

**2. Roll Call**

WDB Liaison, Nancy Avina, took roll. Quorum was present (5).

**3. Chairman Remarks**

Chairman Lashinske welcomed everyone for attending the meeting and opened the floor for introductions. He commented on the hard work that is happening to accomplish a great task (of compliance). He announced that Mr. Tom Jenkins's term will be coming to an end on June 30<sup>th</sup> and thanked him for his service. He opened the floor to Mr. Jenkins to share remarks; Mr. Jenkins confirmed his term ending and shared his appreciation for the opportunity to serve. Chairman Lashinske expressed his interest in discussing the Vice-Chair position for the upcoming year 2021 (starting July 1) and expressed his desire in selecting Vanessa Andersen as incoming Vice-Chair. Board Liaison, Nancy Avina provided brief guidance regarding the selection process of officers and indicated the selection of the Vice-Chair was an appointment made by the Chairman and did not need a motion. Chairman acknowledged the guidance and informed of his desire to appoint Vanessa Andersen for the 2021 year, starting July 1 – June 30, 2021.

**4. Review, Discussion and Possible Action: Shared Governance Agreement (SGA) and Attachments**

Chairman Lashinske provided an update on the SGA and on a meeting held with legal and the board of supervisors' liaison, the MCWDB Executive Director and the MCWDB Chairman. Chairman Lashinske highlighted various critical points on the SGA, including items that are still under review and items that were stricken from previous drafts.

Discussion was held on dissolving the youth committee, on the party responsible for youth workforce investment activities, who the grant recipient is. References were made to WIOA Law and Regulations.

**5. Review, Discussion and Possible Action: Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA)**

Chairman Lashinske informed of the meeting held with MOU/IFA partners and that staff would be revising the MOU/IFA. Once MOU/IFA are finalized DocuSign will be used to sign all documents. The goal is to have the documents ready for the next Full Board meeting.

**6. Review, Discussion and Possible Action: Bylaws**

Chairman Lashinske provided a brief update on the bylaws and informed a few attachments were added, the goal is to have the document ready for the next Full Board meeting.

A question was raised as to when clean documents will be available for review, given the many drafts. Chairman Lashinske provided clarifying comments. Brief discussion was held on where Maricopa County leadership are in their review of the bylaws.

Board Liaison, Nancy Avina corrected her previous statement regarding officers and their election and indicated the election of officers is a Full Board election and is not in the Chairman's duties. Further she

explained that Vanessa's nomination could be brought forth to the Full Board, but the floor would have to be opened to other members who would want to be a part of the Executive Committee.

**7. Review, Discussion and Possible Action: WIOA Revised Budget 2020-2021**

Chairman Lashinske informed HSD Deputy Director, Jacqueline Edwards has sent a budget for review, that has also been sent to Committee members for review. The goal is to have the budget ready for the next Full Board meeting.

A clarification was asked on line items on budget. Clarification was provided by Ms. Edwards. A statement was made regarding pipe trades, sheet metal, and ADA line items appear very light and may need some parity; brief discussion held. Additional detail was requested under the Maricopa Community Colleges line item – additional clarification was provided by Ms. Edwards.

**8. Review, Discussion and Possible Action: Career Service Provider Agreement**

Chairman Lashinske, provided an update on the Career Service Provider agreement review and updates being done as well as, the length of the agreement agreed to, of a total of 18-months on a 6-month basis.

Concerns were brought forth regarding the terms effective period and having a longer 3-year agreement with the ability to exercise termination if needed. Discussion held, including on reasoning for having a longer agreement including, continuity of service and staff assurance. Mr. Hutchinson is in favor of a longer agreement. Ms. Cole expressed that a 3-year agreement is not necessary. Tom Jenkins, Mark Lashinske and Vanessa Andersen expressed favor for a 6-month agreement.

**9. Review, Discussion and Possible Action: Staff Positions and Organizational Chart**

Chairman Lashinske, provided an update on revising the organizational chart based on the go forward plan. The goal is to have the document ready for the next Full Board meeting.

**10. Review, Discussion and Possible Action: East Valley Career Center Relocation**

Chairman Lashinske, informed on his opportunity to talk to the Real Estate division and the work they are doing with staff regarding requirements and documents that need to be completed.

Questions were raised regarding auxiliary locations. WDB staff addressed questions.

**11. Call to the Public**

Chairman, Lashinske called for public comment. No public comment made.

**12. Adjourn Executive Committee Meeting**

Chairman Lashinske adjourned the meeting at 9:49a.m.

*\*For More Information Please Contact, MCWDB Staff: [mcwdb@maricopa.gov](mailto:mcwdb@maricopa.gov)*



## MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD

### Consent Agenda Committee and Workgroup Report

**Chairs and Leads, Email your report to: [mcwdb@maricopa.gov](mailto:mcwdb@maricopa.gov) at least 2 weeks prior to the next committee/board meeting.**

**Report Type: Other**

**Reporting Period: 07-01-2020 – 07-31-2020**

**Provide a brief summary, including highlights:**

Since the last One-Stop Operator's report out to the MCWDB Executive Committee for **July** 2020, the following actions were achieved (see "Describe Actions Taken" section for more detail).

**Describe actions taken:**

#### **OSO Performance Area Update "FACILITATE INTEGRATED SERVICE DELIVERY (ISD)"**

- Actions performed in preparation for PY 2020-2021 WIOA Program Partners Collaboration Work Group Session:
  - Generated survey to assess best time and day of week to schedule PY 20-21 Bi-Monthly Collaboration Sessions
  - Requested time to meet with all core WIOA Program Partners
  - Informed Collaboration Group participants by email the OSO's planned deliverables and goals for PY 20-21
  - Finalized the day and time for PY 20-21 bi-monthly virtual Collaboration Group sessions and sent meeting invites to WIOA Program Partners
  - Preparing agenda items and activities for August's Collaboration Group sessions plus reviewing methods to enhance Program Partner engagement and collaboration in a virtual environment.

#### **OSO Performance Area Update for "WORKING COLLABORATIVELY"**

- Requested to meet with TITLE I-B, II, TITLE III and TITLE IV WIOA core Program Partners for the purpose of:

- Staying connected to the Program Partners and updated about their programs since the option to visit their locations and staff is no longer an option.
- Informed Program Partners the OSO will schedule a reconnect session virtual every other month for a minimum of 30 minutes unless more time is requested to discuss items like but not limited to:
  - o Current state of program due to pandemic
  - o Potential barriers or challenges
  - o Top deliverables and goals for Q1 & Q2 for PY 20-21
  - o Key areas the OSO can support or provide guidance
- WIOA core Program Partners reconnect meetings scheduled, met and still waiting on a reply:
  - Scheduled and met with TITLE I-B WIOA Adult, Dislocated Worker, Youth, Business Services programs including TITLE I-B Training Services and Maricopa County SMART Justice Program Partners.
  - Scheduled and met with WIOA TITLE III Employment Services Program Partners.
  - Meeting scheduled in August to meeting with all WIOA TITLE II Program Partners to not only reconnect but to announce the Customer Referral Request system is complete and that the OSO Team will provide individual Program Partner training and technical assistance. We will also provide a brief a brief demo of new system and the virtual collaboration site PartnerLink.
  - No reply from WIOA TITLE IV Vocational Rehabilitation program
- Accepted City of Phoenix's One-Stop Operator invitation to attend their bi-monthly collaboration group session with the City of Phoenix's WIOA Program Partners. Purpose of attending is to support their efforts towards integration and assess opportunities to design regional integrated approaches to processes shared amongst COP and Maricopa.
- Attended the following meeting to assess opportunities to collaborate and stay informed on what's happening in workforce statewide and locally:
  - Attended City of Phoenix's full board meeting
  - Attended the WAC's Strategic Partnerships and Communications Committee topic use of ARIZONA@WORK branding and purpose, Attended WAC's Performance Excellence Committee meeting and Executive Committee Meetings.

### **OSO Performance Area Update for "ACT AS A LIAISON"**

- Core WIOA quarterly Program Performance results actions performed:
  - Generated and sent a calendar reminders for 08/24 and 08/31 to the core WIOA Program Leaders reminding them on 8/31 the following items are due 08/31:
    - o PY 2019-2020, Q4 Program Performance Results

- PY 2019-2020, Q4 Program Success Stories (customer, employer or partner)
- PY 2019-2020, Year-End Report
- Received success stories from TITLE I-B and TITLE III Q4 Performance Results
- Preparing meeting invites and content for the MCWDB, WIOA Program Leaders and others WIOA Programs Primary Indicators of Performance Review Convening
- **OSO Performance Area Update for “DELIVERY OF ONGOING TRAINING & TECHNICAL ASSISTANCES”**
- Maricopa Community College Partner, Julie Stiak District Director of Workforce Strategies, contacted the OSO requesting guidance on the following:
  - Can a college offer a small group of courses that does NOT lead to an academic certificate of completion as an ETPL program?
    - Example: One college has 4 courses that include Bookkeeping training and a student could then sit for the Bookkeeping certification, but these 4 courses are only part of the larger Certificate of Completion Business academic program that would take another year to complete.
    - Would this cluster of courses meet the ETPL training requirement?
  - OSO responded yes, but with more detail and links to AZ DES ETPL policy and recommendations on the use of words when submitting with ETPL approval. More details available upon request.

### **OSO Performance Area Update for “INNOVATIVE TECHNOLOGIES”**

- **VIRTUAL COLLABORATION SITE - PartnerLink**
  - PartnerLink’s July Site Revisions:
    - Revised main program page
    - Revised program type’s main page for programs categorized under:
      - Career Services
      - Veteran Services
      - Re-Entry Services
      - Self-Services
    - Revised Program Partner’s individual pages for:
      - TITLE I-B Adult, Dislocated Worker and Youth
      - TITLE III Employment Services
      - Maricopa County SMART Justice
- **VIRTUAL CUSTOMER REFERRAL REQUEST SYSTEM - Maricopa County Workforce Programs**
  - Virtual Customer Referral Request System site July site revisions:



- Revised main customer referral request page
- Revised the customer referral requests categories pages for:
  - Career Services
  - Veteran Services
  - Re-Entry Services
  - Self-Services
- Revised Program Partner's customer referral requests pages for:
  - TITLE I-B Adult, Dislocated Worker and Youth
  - TITLE III Employment Services
  - Maricopa County SMART Justice

**OSO Performance Area Update for “ONE-STOP OPERATOR REPORTING REQUIREMENTS”**

- Completed OSO MCWDB PY 2019-2020 Year-end Report
- Provided the full board an overview of the OSO MCWDB PY 2019-2020
- Provided monthly Executive Committee Report Out
- Met with Executive Director bi-weekly

**DESCRIBE UPCOMING ACTIONS AND/OR ACTIVITIES:**

Upcoming goals and deliverables for Q1 for PY 2020-2021: Assess if the Customer Referral Request system developed in joint collaboration with the Program Partners meets their needs and are they ready for a system-wide roll-out and training for staff.

Additional goals and deliverables planned for Q1 are to facilitate and convene WIOA Program Leaders and MCWDB members to discuss and review the WIOA programs primary indicators of performance. Continue our efforts towards facilitating integrating service delivery (ISD) with a strong focus on Program Partner engagement. Key areas of focus are an ISD approach to co-enrollment and continuous quality improvements to the Customer Referral Request ISD system.

\*Remember to attach this document to your email. Submit questions to staff via email at: [mcwdb@maricopa.gov](mailto:mcwdb@maricopa.gov)

Annie Leonetti  
Acting Regional Administrator  
Department of Labor  
90 7th Street  
Suite 17-300  
San Francisco, CA 94103

7/22/2020

RE: Grievance Letter

Dear Ms. Leonetti,

On behalf of the Maricopa County Workforce Development Board, I am filing this grievance directly with your office pertaining to the Workforce Innovation and Opportunity Act funds granted to the Maricopa County Board of Supervisors. The State of Arizona does not have a current grievance policy in place as required by 20 CFR 600.683.

Actions in question by the Maricopa County Board of Supervisors, as the WIOA Chief Local Elected Official and grant sub-recipient, are relative to the proper use, administration and negative impact to the mission of WIOA as defined in the USDOL TEGL 2-12, Attachment A - Gross Mismanagement.

Regulation(s) violated include but are not limited to:

- A. Title I Workforce Innovation and Opportunity Act (WIOA) of 2014, (Pub. L. 113-128)
- B. WIOA Local Governance and Subpart C Local Boards Part 601, 651, 652 et al
- C. WIOA Final Regulations – 20 CFR Parts:
  - 675                      680                      682                      687
  - 679                      681                      683
- D. USDOL Employment and Training Guidance Letter 21-16
- E. 2 CFR 200, Uniform Guidance
- F. Workforce AZ Council State Policy #01 Local Governance
- G. Workforce AZ Council State Policy #08 Conflict of Interest

The Maricopa County Workforce Development Board has worked diligently since December of 2017 to meet all WIOA board re-certification requirements. To date, the Maricopa County Workforce Development Board **has not been able to achieve workforce board re-certification** due from 2018.

Primary reasons the Maricopa County Workforce Development board has not achieved re-certification:

- Issue #1                      Lack of a legitimate Career Services Provider contract award
- Issue #2                      Lack of an agreed upon Shared Governance Agreement between the WDB and CEO compliantly detailing appropriate roles and responsibilities including how conflict of interest would be avoided and resolved if ever present
- Issue #3                      Outstanding substantial violations citing Maricopa County in 2019 USDOL AZ Audit

Due to significant board turnover at the inception of WIOA, the Maricopa County Workforce Development board took longer than expected to get their arms around all the new provisions required under WIOA. The Maricopa County Workforce Development Board sought technical assistance several times from the State of Arizona via the Department of Economic Security.

Once workforce board membership somewhat stabilized and a better understanding was obtained, the Maricopa County Workforce Development Board began in December 2017 to take active ownership of WIOA requirements including obtaining workforce board re-certification due from 2018.

## **Issue #1 - Legitimate Career Services Provider Contract Award**

The issue of putting a legitimate career services provider contract in place was identified in 2017 by the Maricopa County Workforce Development Board. Many discussions took place between leadership of both the Maricopa County Workforce Development Board and Maricopa County to resolve item, however no formal steps were taken due to unexpected turn over in workforce development board leadership, particularly the Chair.

The workforce development board again initiated formal conversations on this item in August 2019 due to the Maricopa County specific citations in the 2019 Arizona USDOL Audit report.

In December 2019, after 4 months of careful consideration following intensive best practice research and with adherence to Maricopa County procurement policies, the Maricopa County Workforce Development Board voted to resolve Issue #1 via a competitive selection process using a formal Request for Proposals practice.

The Maricopa County Workforce Board began taking steps in early 2020 to execute a competitive procurement practice when it received communication from the Maricopa County Office of Procurement Services Director (Attachment 1) listing concerns regarding the workforce development board's intent to procure and award a career services provider contract. Provisions in the letter made it clear the Maricopa County Workforce Development Board would be restricted, making it extremely difficult to fulfill the function to competitively award a career services provider contract. The guidance provided by the Maricopa County Office of Procurement Services Director significantly contradicted guidance provided by the Department of Economic Security (Attachment 2). In addition to the conflicting guidance, the Maricopa County Office of Procurement Services Director stated it would likely take Maricopa County up to 12 months to conduct the desired career services provider procurement due to the size of the contract award.

The Maricopa County Workforce Board continues to not be in agreement with this timeline and has since not been able to move forward with a competitive procurement process. Instead the Maricopa County Workforce Development Board was requested by the Maricopa County Board of Supervisors Liaison, LeeAnn Bohn, to use a sole source approach in the form of a Memorandum of Understanding with the intent to maintain the Maricopa County Human Services Department thru 2021.

In good faith efforts the Maricopa County Workforce Board Chair entertained several conversations with the Maricopa County Board of Supervisor's Liaison to explore possible contract options.

In continuance of good faith efforts to continue resolutions on Issue #1 to achieve workforce board re-certification, both the previous and current Chairman of the Maricopa County Workforce Development 4 Board continued to work with the Maricopa County Board of Supervisor Liaison to come to an agreement on a contract that would sufficiently meet WIOA and re-certification requirements.

Unfortunately due to lack of acceptable content and timely review by all parties, including Maricopa County legal, a contract has not been approved by both parties.

On 6/25/2020, the Maricopa County Board of Supervisors notified the Executive Committee of the Maricopa County Workforce Development Board they took independent action on 6/24/2020 during a formal meeting to approve a "materially acceptable" draft of a new Career Services Provider contract as written and presented by the Maricopa County Board of Supervisor Liaison (Attachment 3) naming the Maricopa County Human Services Department as the career services provider thru 2021.

The Maricopa County Workforce Development Board does not agree with this action and due to this has not been able to fulfill its function to competitively award a legitimate Career Services Provider contract. The Maricopa County Human Services Department since 2014 has provided services without a valid contract. This matter must be promptly addressed and resolved.

## **Issue #2 - Lack of Agreed upon Shared Governance Agreement**

In addition to Issue #1, the Maricopa County Workforce Development Board has been simultaneously working to resolve Issue #2 to put a Shared Governance agreement in place by 7/1/2020 that compliantly details roles and responsibilities required under WIOA, including how conflict of interest would be avoided or resolved if ever present.

The Maricopa County Internal Auditor in April 2019 issued an audit report (Attachment 4) of WIOA Fiscal Year 2018 relative to Maricopa County serving multiple roles. Several recommendations were cited in the Maricopa County Internal Audit report of the Human Services Department - Workforce Development particularly page 6, Recommendation 5A, stating the “WDB should work with the BOS (Board of Supervisors) to update the governance agreement to conform more closely to WIOA and related guidance.”

The Maricopa County Workforce Development Board initiated efforts to draft a compliant Shared Governance Agreement in August 2019 via an Audit Committee which included membership and active participation of the Maricopa County Workforce Board and the Maricopa County Board of Supervisors Liaison. Audit Committee efforts culminated in early November 2019 with **all** members consenting to send collectively developed documents to the Department of Economic Security for review and compliance confirmation. Confirmation was received from Department of Economic Security in November 2019 (Attachment 5).

To the Maricopa County Workforce Development Board’s disappointment, notice was received from the Maricopa County Board of Supervisor Liaison in late November 2019, stating the Board of Supervisor no longer supported DES confirmed documents and proposed a new version with updated interpretations of WIOA requirements.

The workforce board entertained the new version as presented with the updated interpretations, concluding it was insufficient and did not meet WIOA requirements.

To ensure due diligence, the Maricopa County Workforce Development Board requested the Department of Economic Security review the new version with the updated WIOA interpretations from the Board of Supervisors Liaison. Additional DES review results demonstrated the updated interpretation of WIOA requirements was not sufficient and documents were not acted upon.

Between November 2019 and April of 2020 the Maricopa County Board of Supervisors’s Liaison continued to independently edit the Shared Governance Agreement requesting reviews from the Department of Economic Security outside of the Maricopa County Workforce Development Board and Audit Committee activities and awareness which took place as confirmed by the Department of Economic Security.

Due to the lack of good faith efforts from the Maricopa County Board of Supervisor Liaison, the Audit Committee was dissolved and the Maricopa County Workforce Board elected to send a letter to the Governor of Arizona requesting assistance (Attachment 6).

In good faith effort and in attempt to continue resolutions on Issue #2 to achieve workforce board re-certification, the previous and current Chairman of the Maricopa County Workforce Development Board attempted to work with the Maricopa County Board of Supervisor Liaison to come to an agreement on the Shared Governance Agreement that would sufficiently meet WIOA and re-certification requirements. Unfortunately due to lack of acceptable content and timely review by all parties, including Maricopa County legal, a Shared Governance Agreement has not been approved by both parties.

On 6/25/2020, the Maricopa County Board of Supervisors notified the Executive Committee of the Maricopa County Workforce Development Board they took independent action on 6/24/2020 during a formal meeting to approve a “materially acceptable” draft of a new Shared Governance Agreement as written and presented by the Maricopa County Board of Supervisor Liaison (Attachment 7).

At this time the Maricopa County Workforce Development Board has not been able to fulfill its function to put in place a WIOA compliant Shared Governance Agreement. As of 7/1/2020 the Maricopa County Board of Supervisors continues to receive and administer WIOA funds and services without a valid Shared Governance Agreement. The Maricopa County Workforce Development Board to date has not received a response from the Governor.

### **Issue #3 - Outstanding 2019 Arizona USDOL Audit substantial violations cited to Maricopa County**

The Maricopa County Workforce Development Board received the results of the 2019 Arizona USDOL Audit report in June 2019. The Maricopa County Workforce Development Board shared report with Maricopa County Board of Supervisors and Liaison to ensure transparency and to begin resolution coordination activities in August 2019.

It appeared in November 2019 resolution was reached by the Audit Committee relative to Issue #1 until it was later walked back by the Maricopa County Board of Supervisor's Liaison.

In addition to Issue #1 the Audit Committee addressed all citations specific to Maricopa County in the 2019 Arizona USDOL Audit report to determine appropriate resolution. Unfortunately due to differing interpretations on the various citations within the report the Maricopa County Workforce Development Board and the Maricopa County Board of Supervisor's Liaison could not reach agreement to suitably resolve conflict of interest, the CEO subsuming workforce board roles or written standards of conduct.

The entire basis of WIOA is for workforce development boards and chief elected officials to work in good faith with one another to do the best for the local area. At this time the Maricopa County Workforce Development Board believes the positions/actions of the Maricopa County Board of Supervisors, its Liaison and Fiscal Agent are not in compliance with WIOA and instead substantially increase the risk of perpetuating WIOA non-compliance above and beyond the 2019 USDOL Arizona Audit report. In addition, the actions of the Maricopa County Board of Supervisors fundamentally make it impossible for the Maricopa County Workforce Development Board to obtain re-certification.

Furthermore, the lack of compliance enforcement and adequate technical assistance by the Department of Economic Security has significantly increased the possibility of other WIOA non-compliance issues (Attachment 8).

The Maricopa County Workforce Development board at this time seeks DOL guidance to formally resolve Issue #1, Issue #2 and Issue #3.

In addition, clarification is needed for both the Maricopa County Workforce Board and Chief Elected Official on CFR 681.400(a) pertaining to how the grant recipient/fiscal agent exercise the option to provide directly some or all of youth workforce investment activities. The Chief Elected Official interpretation of this provision greatly differs from that of the workforce board.

Finally, additional clarification is also being requested to ensure all parties understand the workforce board budget oversight function includes all WIOA funds as again the Chief Elected Official interpretation of this provision greatly differs from that of the workforce board.

Thank you for your time and attention to these most pressing matters.

Sincerely,

Mark Lashinske  
Chairman, Maricopa County Workforce Development Board



# Maricopa County

## Office of Procurement Services

### Chief Procurement Officer

160 S. 4<sup>th</sup> Ave.  
Phoenix, AZ 85003  
(602) 506-3247

January 13, 2020

Mr. Drew Thorpe  
Chairman  
Maricopa County Workforce Development Board  
701 W. Jefferson Street  
Suite 104  
Phoenix, AZ 85007

Dear Chairman Thorpe:

The recent Maricopa County Workforce Development Board (MCWDB) Public Meeting minutes of December 18, 2019 suggest that the Board may be considering a competitive solicitation for career services, youth services, business services, and other related Workforce Development programs. The minutes state:

“Discussion held on what the action will entail, if Maricopa County is able to bid, and who would take the procurement and methodology. A question was raised if the Board of Supervisors need to approve; Chairman Thorpe informed the MCWDB has the responsibility to select the service providers under WIOA. Chairman Thorpe informed a committee will be put in place to oversee the selection process and reported to the MCWDB.”

It would appear from the minutes that some clarification is required.

Regarding responsibility for procurement and methodology - according to the Maricopa County Procurement Code, which applies to every expenditure of public funds “...the Chief Procurement Officer is the executive director and purchasing agent for Maricopa County responsible for development of centralized Procurement policy and oversight for all County Procurement activities (MC1-101).”

Regarding Board of Supervisors approval, MC1-105 of the Code states, “Unless specifically delegated by the Board of Supervisors or authorized by this Code, all Contracts must be approved by the Board of Supervisors.” The procurement delegation has not been extended to the MCWDB.

Regarding selection of service providers in a competitive solicitation, as required by law, the Chief Procurement Officer is responsible to determine the most advantageous procurement process and to select the evaluation criteria, including the approval of any evaluation panel, if needed.

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There is no exception in the Code that allows for a unilateral decision by an elected or appointed official to purchase goods or services without complying with the Procurement Code. Indeed, there is potential civil liability for a person who fails to comply.

The Office of Procurement Services (OPS) would welcome the opportunity to discuss the needs and requirements in moving forward on such a venture.

If the MCWDB is to proceed with a competitive solicitation, all the programmatic requirements associated with outsourcing the service function(s) would need consideration. Those requirements would include a detailed scope of work to be developed by MCWDB as the requesting department that would adequately describe with specificity what services were to be provided and how the vendors success would be measured. A project of this size and complexity with no prior history of contracted services may require up to six months or more to fully vet a scope of work and develop supporting documentation.

Also, prior to moving forward with any procurement exercise, there would need to be some assurance that the budget requirements had been approved and all anticipated costs had been identified, contemplated or projected.

Consideration would need to be given to what activities are being outsourced; whether the successful vendor would be required to offer any hiring priority to existing county employees during transition; ongoing procurement directives associated with compliance of the procurement provisions of the Federal Uniform Guideline requirements; and a risk assessment to determine if there are any performance bonding requirements.

The solicitation would need to include an appropriate draft contract, which would contain reasonable termination clauses for poor performance and if needed, the process for transition to another provider or the re-assumption of the services by county staff. The contract will also need to consider the development of an appropriate Service Level Agreement, and weekly, monthly or annual performance indicators and related reporting requirements associated with the post-award contract management.

The solicitation should also contain any requirements for a change management plan and a communication plan for the transition of services and the life of the contract. The communication plan would include internal and external stakeholder needs. This plan would also include any verbal or written status reports requirements as well as audit requirements or assistance with Federal or State agencies.

In order to develop a pricing sheet exhibit for the solicitation, OPS will need to understand the pricing philosophy and other federal requirements. Will we be reimbursing by FTE's and expenses or by monthly lump sum with some profit and overhead factor? Will we need to have a list of any assets that may be transferred to the successful provider by the county as part of any award process? Is there a transition plan/period for moving services from County to new awarded vendors? Who will manage these program service providers from a County audit stand point? Does workforce development have program managers and contract monitors to manage performance and accountability?

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Finally, as part of the solicitation development we will need to work together to develop an adequate sourcing list of potentially interested vendor partners. As was discussed in the minutes of the MCWDB board meeting, will the Human Services Department be able to submit a response to any solicitation issued? If so, there will need to be assurances that those developing this solicitation are “firewalled” and totally separate from those that would be involved with formulating a response to a formal solicitation. The vendor recommended for award would need to be financially vetted prior to any award by the Board of Supervisors to ensure they are a viable entity.

As you can see, based on the expected scope of services and the need to develop, issue, and award a comprehensive solicitation, OPS feels that the length of time for this solicitation effort should be -- at a minimum – somewhere between six and twelve months from the date that OPS receives the final scope of work and supporting information.

We look forward to sitting down with your office to better understand the needs of the MCWDB going forward should the MCWDB determine they would like to consider a major competitive procurement effort like this. Please feel free to contact me if you have any questions.

Sincerely,



Kevin Tyne  
Chief Procurement Officer  
Maricopa County Office of Procurement Services  
160 S. 4<sup>th</sup> Avenue  
Phoenix, AZ 85003

cc: Patricia Wallace, Workforce Development Board Executive Director



## Nancy Avina (HSD)

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**From:** David Steuber <dsteuber@azdes.gov>  
**Sent:** Friday, January 24, 2020 5:17 PM  
**To:** Patricia Wallace (HSD)  
**Cc:** Garcia, Angelica, C.; Karen Nelson Hunter  
**Subject:** Re: Procurement Question

Good afternoon Ms. Wallace,

Thank you for the opportunity to provide technical assistance on the Local Workforce Development Board's (LWDB) procurement for WIOA Title 1b services. While the question about who can procure local area services has not come up in a few years it has been a topic of discussion in the past. After researching alternative opportunities for the LWDB to procure WIOA Title 1b services, we have outlined a series of options for your consideration below. Keep in mind that these are not all the options available to the LWDB but we hope they will help as you decide on a path forward. Please note that DES procuring the services on behalf of the board is not included as an option due to the limited capacity of our procurement team at this time.

### Options:

1. Have Maricopa County Procurement Services perform the solicitation, ensuring firewalls are to be in place during the contract process. Since Maricopa County is the fiscal agent for the LWDB, they may also procure contracts at the direction of the LWDB (20 CFR 679.420). The agreement between the LWDB and Maricopa County could specify the firewall requirements.
2. Have Maricopa County contract out for procurement services at the direction of the LWDB, instead of performing the procurement process in house.
3. The LWDB is not required to select and award contracts to career service providers through a competitive procurement process, but instead could document in writing the process and selection criteria used to award these contracts, see WAC Policy #4 VIII(B)(3). Youth Services still need to be competitively procured through another avenue.
4. Explore having another County or City do the procurement on the LWDB's behalf
5. The LWDB becomes a legal entity that is capable of procuring contracts itself, such as a 501(c)(3)
6. Reach out to the [State Procurement Office](#) to see if they have a statewide contract for Procurement Services under the [Arizona Cooperative Program](#) or if they would consider procuring the services on behalf of Maricopa County. The State Procurement Office runs the Arizona Cooperative Program, where they share over 900 statewide contracts with Cooperative Members. The cooperative members include, but aren't limited to, cities and towns and other non-profit organizations. In looking at the [statewide contracts](#) it is not immediately clear if one of these entities could provide procurement services.
7. Using the *MemberConnect* feature of [AZNIGP](#) to ask a question of all NIGP, The Institute for Public Procurement, members what other options may be available. One of the main purposes of this group is to "Develop efficient purchasing methods in the field of governmental, educational and public institutional procurement"

Please let me know if you have any questions or if we can provide additional assistance.

Thank you,

*David Steuber*

Business Administrator | DERS

P:(480) 309-4150 | [DSteuber@azdes.gov](mailto:DSteuber@azdes.gov)

On Wed, Jan 15, 2020 at 8:33 AM Patricia Wallace (HSD) <[Patricia.Wallace@maricopa.gov](mailto:Patricia.Wallace@maricopa.gov)> wrote:

Thanks Karen for connecting me to David.

David the board intends to procure all services separately with contracts ideally beginning 7/1/2020.

The board will lead the scope of work development and make funds available to support the procurement.

I appreciate your help and look forward to hearing what procurement possibilities may be available to the workforce board.

Thank you,

Patricia

Sent from my Sprint Phone.

----- Original message -----

From: David Steuber <[dsteuber@azdes.gov](mailto:dsteuber@azdes.gov)>

Date: 1/14/20 5:40 PM (GMT-07:00)

To: "Patricia Wallace (HSD)" <[Patricia.Wallace@Maricopa.gov](mailto:Patricia.Wallace@Maricopa.gov)>

Cc: "Garcia, Angelica, C." <[angelicagarcia@azdes.gov](mailto:angelicagarcia@azdes.gov)>, Karen Nelson Hunter <[knelsonhunter@azdes.gov](mailto:knelsonhunter@azdes.gov)>

Subject: Re: Procurement Question

Good evening,

I am happy to help explore some alternative options to having Maricopa County procure the services on the board's behalf. Could you please answer the questions below to get me started? Once received I will have a conversation with our procurement office and the state procurement office.

1. When is the board looking to procure these services? (contract go-live date)
2. Will all the Title 1-b services (youth, adult, and DW) be procured? If so, separately or together?
3. Does the board intend to lead the scope of work development?
4. Would funding be made available to cover the cost of the procurement activities?

Thank you,

*David Steuber*

Business Administrator | DERS

P:(480) 309-4150 | [DSteuber@azdes.gov](mailto:DSteuber@azdes.gov)

On Tue, Jan 14, 2020 at 11:35 AM Karen Nelson Hunter <[knelsonhunter@azdes.gov](mailto:knelsonhunter@azdes.gov)> wrote:  
Hi David -

I spoke with Patricia today who asked a question about whether DES could assist the Maricopa County Workforce Development Board in procuring Title I-B services on its behalf due to a potential conflict with Maricopa county bidding on the RFP. If this is not possible, do you know of any entities versed in federal/state procurement laws who could be used?

If it would be helpful to set up a call, please let me know.

Thanks, Karen

Karen E. Nelson Hunter, M.S., C.P.M.  
Arizona Department of Economic Security | Division of Employment and Rehabilitation Services  
1789 W. Jefferson | 2NE | Phoenix, AZ | 85007  
Cell: 480-521-5056 | Email: [knelsonhunter@azdes.gov](mailto:knelsonhunter@azdes.gov)

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## SERVICE PROVIDER MEMORANDUM OF UNDERSTANDING

Between  
Maricopa County Workforce Development Board and  
Service Provider

This Service Provider Memorandum of Understanding (MOU) is made between the Maricopa County Workforce Development Board (“WDB”) and the Maricopa County Human Service Department (“Provider”) to be a Service Provider for the WDB. This MOU is made in accordance with the policy of the Workforce Arizona Council.

### I. PARTIES

- A. The parties to this agreement are:
  - i. Board of Supervisors
  - ii. Maricopa County Workforce Development Board
  - iii. Service Provider
- B. The Board of Supervisors, Maricopa County Workforce Development Board and Service Provider are collectively referred to as the “Parties” and individually as a “Party.”

### II. BACKGROUND RECITALS

- A. The Workforce Innovation and Opportunity Act (WIOA) was established to increase employment, education, and training for individuals with barriers, to support the alignment and improvement of the workforce development system, to improve the skills of workers to secure employment with family-sustaining wages and provide employers with a skilled workforce for competitiveness, and to provide workforce activities through state and local workforce development systems.
- B. Maricopa County is designated the local workforce development area by the Governor and is the grant recipient funded to administer WIOA in Maricopa County, outside of the City of Phoenix.
- C. The WDB is the workforce development board for the Maricopa County Local Workforce Development Area.
- D. Workforce Arizona Council policy requires that a written agreement be entered and executed between the WDB and Service Provider.
- E. The Maricopa County Workforce Development Board Adult and Dislocated Worker services for the Maricopa County Local Workforce Development Area.
- F. Maricopa County WDB, through its service providers, is committed to providing comprehensive, integrated, and regional workforce services within the local service area.
- G. The Parties agree to a relationship built on mutual respect and cooperation, which recognizes a common goal, operates in the best interest of the community, ensures transparent and open communication, and is timely and responsive in activities.
- H. The Parties acknowledge that WIOA laws and regulations, Training and Employment Guidance Letters (TEGLs), Uniform Administrative Guidance, State Law and applicable policies, the Arizona Department of Economic Security WIOA contract, and County policies shall be adhered

to in their entirety. The Parties acknowledge that sub recipients of Federal funds and must follow the Uniform Guidance at 2 CFR part 200, including the contractual provisions in 2 CFR 200.326 and 2 CFR part 2900.

- I. In consideration of the recitals set forth above and incorporated by reference, the Parties agree to the provisions contained within this document.

### **III. PURPOSE**

- A. The purpose of the Agreement is to document the Parties' agreement that the Provider the WIOA Title 1B Adult, Dislocated Worker, Youth, and Rapid Response service provider within the Maricopa County local workforce area, The Agreement provides:
  - i. clear reference to service ownership,
  - ii. accountability, roles and/or responsibilities
  - iii. a clear, concise and measurable description of services to be provided.

### **IV. DEFINITIONS**

For the purposes of this Agreement, the following terms shall have the meaning set forth below:

- A. Career Services Provider: the provider of services as specified in WIOA to "Adults" and/or "Dislocated Workers."
- B. Chief Elected Officials (CEOs): the Board of Supervisors (BOS).
- C. Fiscal Agent: the CEO, or designated entity, responsible to perform accounting and funds management for WIOA funds.
- D. Grant Recipient: the CEOs, or designated entity, responsible for grant administration, compliance, policy, and oversight of the WIOA program and funds in the Local Workforce Area.
- E. In-Demand Industry Sector or Occupation: A vocation or vocational field that:
  - i. has a substantial current or potential impact on the Local Workforce Area,
  - ii. contributes to the growth or stability of other supporting businesses or sectors
  - iii. has or is projected to have a number of available positions, an impact on the local economy, and lead to economic self-sufficiency and opportunities for advancement.
- F. Local Workforce Area: Maricopa County as designated by the Governor.
- G. Local Workforce Development Board: the Workforce Development Board as defined by 20 CFR 679.310.
- H. Service Provider: an organization or entity that directly provides Career Services in the Local Workforce Area.
- I. Training and Employment Guidance Letter (TEGL): the guidance letter issued by the US Department of Labor.
- J. WIOA: the Workforce Innovation and Opportunity Act of 2014, as amended.
- K. Youth Services Provider: the provider of services to youth as specified in WIOA.

### **V. EFFECTIVE DATE, TERM AND TERMINATION**

- A. This Agreement shall be effective the date signed by both Parties, until December 31st, 2020.
- B. The Agreement may be extended for two (2) additional six (6) month one (1) year terms, upon acceptance and approval by the Parties. The WDB shall provide notice of intent to renew (60) days prior to the end of the term.

- C. The Agreement may be renegotiated or terminated by either Party with (6) three (3) months' notice in writing to the other party. Such notice shall be given by personal delivery or by Registered or Certified mail.
- D. This Agreement is subject to the statutory language of A.R.S. § 38-511 which are incorporated herein by reference.
- E. If any action is taken by any State agency, federal department or any other agency or instrumentality with legal authority to suspend, decrease or terminate its fiscal obligation under, or in connection with this Agreement, the Parties may amend, suspend, decrease or terminate their obligations under or in connection with this Agreement. In the event of termination, the Parties shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The Parties shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten (10) calendar days in advance.
- F. This Agreement may be terminated by mutual written Agreement of the parties specifying the termination date therein.

#### **VI. AMENDMENTS**

Any change to this Agreement shall be in writing and signed by all Parties.

#### **VII. AUTHORIZED OFFICIALS**

- A. For the Workforce Development Board: The Chairman of the Workforce Development Board
- B. For Provider: The Chairman of the Board of Supervisors

#### **VIII. SCOPE OF WORK**

- A. Career Services
  - i. The "Provider" is responsible for providing staffing and program services to meet the needs of job seeker and employer customers. The "Provider" will provide staff to deliver quality services to customers and determine need for supportive services, employment and training, assess availability, suitability and identification of resources to meet those needs. At the direction of the Provider, staff shall perform duties in all three areas outlined below.
  - ii. "Provider" shall provide staffing for the following career services elements:
    - a. Basic Services as described in WIOA § 134(c)(2)(A)(i)-(xi) and 20 CFR § 678.430(a) available through the One-Stop delivery system. Provider shall provide services which may include outreach, intake, orientation, conducting initial assessments, labor exchange/job search labor market information, support services, AZ@WORK enrollment activities, and make referral decisions based on information obtained in the intake process. Services provided will be entered into the State automated system based on the Department of Economic Security requirements.
    - b. Individualized Services as described in 20 CFR § 678.430(b), if determined appropriate in order for an individual to obtain and retain employment. Provider shall, at a minimum provide services which may include

comprehensive assessments, individual employment plan formulation, career planning/counseling, skill development/workforce preparation thru short-term prevocational internships, work experiences, pre-apprenticeship activities, financial literacy and English Language education. Services provided will be entered into the State automated system based on the Department of Economic Security requirements.

- ii. Adult and dislocated worker staff under this contract will provide services throughout the local area within the Maricopa County local workforce area. Staff will deliver WIOA Title IB workforce development services to both job seekers and employer customers. Adult and dislocated worker services will be provided through the job center(s) to eligible individuals. These services may include outreach, initial and comprehensive assessments, eligibility determination, enrollment, documentation, career counseling, skills development through an appropriate mix of classroom training, on the job training, work experience, job placement, apprenticeships and other services as appropriate, referral for additional services, support services, and post program/employment follow up services.
- iii. All appropriate materials must contain "equal opportunity employer/program" statement provided by the US Department of Labor and State policy. All materials must also include the statement that auxiliary aids and services are available upon request to individuals with disabilities."
- iv. "Provider" will be responsible for determining eligibility and for collecting and verifying all necessary eligibility documents. These verification documents must be maintained by the Provider.
  - a. Adult program services are available to those as defined by law, regulation and guidance and may include:
    - 1. anyone 18 years or older
    - 2. a United States citizen or legally authorized to work in this US
    - 3. a male, in compliance with Selective Service registration requirements
    - 4. a disadvantaged adult is an adult who received income or is a member of a family that received a total family income, that in relation to the family size, does not exceed the local area designated poverty line or lower living standard income level.
  - b. Dislocated Worker services are available to those as defined by law, regulation and guidance and may include individuals who:
    - 1. have been terminated or laid off due to no fault of their own or have received notice of a termination or layoff;
    - 2. are eligible for or have exhausted unemployment insurance; or
    - 3. are not eligible for unemployment benefits due to insufficient earnings or having performed services for an employer that were not covered under State unemployment compensation; and
    - 4. are unlikely to return to the previous industry or occupation.
    - 5. were self-employed but are unemployed as a result of general economic conditions in the community or because of natural disasters, displaced

homemakers, spouse of an Armed Forces on active duty, and the long term unemployed (12 or more consecutive weeks).

- v. Individual Employment Plans (“Individualized Employment Plan”) are an individual career service for adult and dislocated worker. IEPs may be developed when determined appropriate between the participant and the career service provider. (680.170)

B. Follow up Career Services

- i. Provider will provide follow up career services, including counseling, when deemed appropriate, as described in WIOA 134(c)(2)(A)(xiii) and § 678.430(c) and State Policy to participants in adult or dislocated worker workforce investment activities who are placed in unsubsidized employment for a minimum of twelve (12) months following the first day of employment.

C. Training Services

- i. Provider will provide training services as described in 20 CFR §680.200, as necessary. These services may be made available to employed and unemployed adults and dislocated workers who:
  - a. Provider staff determines, after an interview, evaluation or assessment and career planning are:
    - 1. Unlikely or unable to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment through career services;
    - 2. In need of training services to obtain or retain employment leading to economic self-sufficiency or wages comparable to or higher than wages from previous employment; and
    - 3. Have the skills and qualifications to participate successfully in training services.
  - b. Select a program of training that is directly linked to the employment opportunities in the local area or the planning region, or in another area to which the individuals are willing to commute or relocate;
  - c. Are unable to obtain grant assistance from other sources to pay the costs of such training, including such sources as State funded training funds, Trade Adjustment Assistance (TAA) and Federal Pell Grants established under title IV of the Higher Education Act of 1965, or require WIOA assistance in addition to other sources of grant assistance, including Federal Pell Grants (provisions relating to fund coordination are found at 20CFR §680.230 and WIOA § 134(c)(3)(B)); and
  - d. If training services are provided through the adult funding stream, are determined eligible in accordance with the State and local priority system in effect for adults under WIOA § 134(c)(3)(E) and § 680.600.
- ii. Training Services available qualified adults and dislocated workers and employers:
  - a. Occupational skills training, including training for nontraditional employment;
  - b. On-the-job training (OJT);
  - c. Incumbent worker training, in accordance with WIOA § 134(d)(4) and §§ 680.780, 680.790, 680.800, 680.810 and 680,820;



- d. Programs that combine workplace training with related instruction, which may include cooperative education programs;
- e. Training programs operated by the private sector;
- f. Skills upgrading and retraining;
- g. Entrepreneurial training;
- h. Transitional jobs in accordance with WIOA § 134(d)(5) and §§ 680.190 and 680.195;
- i. Job readiness training provided in combination with services listed in sections 3.5.2.1- 3.5.2.8 of this section;
- j. Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with training services listed in sections 3.5.2.1- 3.5.2.7; and
- k. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.
- l. Individual Training Accounts (ITAs) and access to lists of eligible training providers and programs of training through the one-stop delivery system to adults and dislocated workers needing training. The lists of eligible training providers and programs shall contain quality consumer information, including cost and performance information for each of the providers' programs, so that participants can make informed choices on where to use their ITAs.

D. Rapid Response Services

- i. Provider will provide Rapid Response services as described in 20 CFR § 682.300 – 682-370 as necessary to Dislocated Workers.
- ii. Rapid Response shall be delivered when one or more of the following circumstances occur(s):
  - a. Announcement or notification of permanent closure regardless of the number of workers affected;
  - b. Announcement or notification of a mass layoff as defined in § 682.305.
  - c. A mass job dislocation resulting from a natural or other disaster; or
  - d. The filing of a Trade Adjustment Assistance (TAA) petition.
- iii. Rapid Response activities shall include:
  - a. Layoff aversion activities as described in § 682.320, as applicable.
  - b. Immediate and on-site contact with the employer, representatives of the affected workers, and the local community, including an assessment of and plans to address the:
    - 1. Layoff plans and schedule of the employer;
    - 2. Background and probable assistance needs of the affected workers;
    - 3. Reemployment prospects for workers; and
    - 4. Available resources to meet the short and long-term assistance needs of the affected workers.
  - c. The provision of information and access to unemployment compensation benefits and programs, such as Short- Term Compensation, comprehensive one-stop delivery system services and employment training activities, including

information on the TAA program (19 U.S.C 2271 et seq.), Pell Grants, the GI Bill and other resources.

- d. The delivery of other necessary services and resources including workshops and classes, use of worker transition centers and job fairs, to support reemployment efforts for affected workers.
- e. Partnership with the Local WDB(s) and chief elected official(s) to ensure a coordinated response to the dislocation event and, as needed, obtain access to State and local economic development assistance. Such coordinated response may include the development of an application for a national dislocated worker grant as provided under 20 CFR Part 687.
- f. The provision of emergency assistance adapted to the particular layoff or disaster.
- g. Developing systems and processes as appropriate for:
  - 1. Identifying and gathering information for early warning of potential layoffs or opportunities for layoff aversion;
  - 2. Analyzing and acting upon, data and information on dislocations and other economic activity in the State, or local area; and
  - 3. Tracking outcome and performance data and information related to the activities of the rapid response program.
- h. Developing and maintaining partnerships with other appropriate Federal, State and local agencies and officials, employer associations, technical councils, other industry business councils, labor organizations and other public and private organizations, in order to:
  - 1. Conduct strategic planning activities to develop strategies for addressing dislocation events and ensuring timely access to a broad range of necessary assistance; and
  - 2. Develop mechanisms for gathering and exchanging information and data relating to potential dislocations, resources available and the customization of layoff aversion or rapid response activities, to ensure the ability to provide rapid response services as early as possible.
- i. Delivery of services to worker groups for which a petition for Trade Adjustment Assistance has been filed.
- j. As described in 20 CFR § 682.350, work with ADES to request the provision of additional assistance to local areas that experience disasters, mass layoffs, or other dislocation events when such events exceed the capacity of the local area to respond with existing resources as provided under WIOA § 134(a)(2)(A)(i)(III).
- k. Provision of guidance and financial assistance as appropriate, in establishing a labor-management committee in voluntarily agreed to by the employee's bargaining representative and management. The committee may devise and oversee an implementation strategy that responds to the reemployment needs of the workers. The assistance to this committee may include:
  - 1. The provision of training and technical assistance to members of the committee; and

2. Funding the operating costs of a committee to enable it to provide advice and assistance in carrying out rapid response activities and in the design and delivery of WIOA authorized services to affected workers.

E. Business Services

- i. Provider shall provide business services as described in 20 CFR § 678.435 as necessary to local employers. Business services may include:
  - a. Promote employer openings;
  - b. Pre-screen for qualified candidates;
  - c. Make candidate referrals to employers;
  - d. Career Fairs;
  - e. Employer Hiring Events;
  - f. Provide and analyze Labor Market Information (LMI) including:
    1. Competitor analysis and
    2. Wage analysis;
  - g. Commute analysis;
  - h. Assist with potential business relocations;
  - i. Business retention and expansion for local economic developers;
  - j. Regional partnerships;
  - k. Input on industry sector partnerships;

F. Priority Populations

- i. Provider shall focus on serving those who have one or more barriers to employment with special emphasis and specific focus on low-income individuals and families; justice-involved; single parents; and homeless individuals.
- ii. WDD Provider shall develop relationships with other local entities that serve these populations to ensure that they are know how to refer clients to Provider for services.
- iii. Priority populations served by Provider shall be as followed:
  - a. Veterans;
  - b. Low-income individuals;
  - c. Justice-involved or ex-offenders;
  - d. Single parents;
  - e. Homeless individuals;
  - f. Individuals with disabilities;
  - g. Older individuals;
  - h. Current or former youth involved in the foster care system;
  - i. English language learners and basic skills deficient;
  - j. Long-term unemployed; and
  - k. Displaced homemakers.

G. For all services provided, WDD Provider shall determine the appropriate assessments to administer to clients.

H. Provider staff shall utilize family-centered coaching practices in working with all participants.

**IX. PERFORMANCE MEASURES**

- A. Performance measurements shall be negotiated between the WDB and the State of Arizona WIOA Administrative Entity.
- B. Provider shall propose performance measurements to the WDB for consideration prior to WDB's formal negotiation with the State of Arizona.
- C. Provider shall meet or exceed performance levels as incorporated into this contract. All subsequent program year performance levels shall be effective after the WDB and Chief Elected Official approves and shall be incorporated as an amendment to this Agreement.
- D. Failure to meet any of the performance measures after the end of the Program Year may require a written corrective action plan from Provider. If Provider fails the same performance measure two consecutive years and the Arizona Department of Economic Security imposes sanctions, the WDB may apply those sanctions onto Provider.
- E. Performance measurements are defined as:
  - i. Employment Rate: The percentage of participants who are in unsubsidized employment and/or for Youth participants that are participating in Postsecondary Education during the second and fourth quarter after exit from the program.
    - a. 2nd Quarter after Exit
      - 1. Adult
      - 2. Dislocated Worker
    - b. 4th Quarter after Exit
      - 1. Adult
      - 2. Dislocated Worker
  - ii. Median Earnings: The median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.
    - a. 2nd Quarter after Exit
      - 1. Adult
      - 2. Dislocated Worker
  - iii. Credential Attainment Rate: The percentage of those participants enrolled in an education or training program (excluding those in on-the-job training (OJT) and customized training) who attain a recognized postsecondary credential or a secondary school diploma, or its recognized equivalent, during participation in or within one year after exit from the program. A participant who has attained a secondary school diploma or its recognized equivalent is included in the percentage of participants who have attained a secondary school diploma or its recognized equivalent only if the participant also is employed or is enrolled in an education or training program leading to a recognized postsecondary credential within one year after exit from the program.
    - a. During participation in or within 1 year after exit from the program.
      - 1. Adult
      - 2. Dislocated Worker
  - iv. Measurable Skills Gains: The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress, towards such a credential or employment. Depending on the type of

education or training program, documented progress is defined as one of the following:

- a. Documented achievement of at least one educational functioning level of a participant who is receiving instruction below the postsecondary education level;
- b. Documented attainment of a secondary school diploma or its recognized equivalent;
- c. Secondary or postsecondary transcript or report card for a sufficient number of credit hours that shows a participant is meeting the State unit's academic standards;
- d. Satisfactory or better progress report, towards established milestones, such as completion of OJT or completion of one year of an apprenticeship program or similar milestones, from an employer or training provider who is providing training; or
- e. Successful passage of an exam that is required for a particular occupation or progress in attaining technical or occupational skills as evidenced by trade-related benchmarks such as knowledge-based exams.
- f. A gain shall be attained and documented at the end of each program year (June 30th).
  1. Adult
  2. Dislocated Worker

#### **X. SUBCONTRACTS**

- A. Provider shall provide a quarterly report to MCWDB listing all subrecipient contracts for services.

#### **XI. INFORMATION SYSTEMS**

- A. Provider must ensure staff have access to the appropriate information systems and safeguard these information systems from unauthorized access of use.
- B. Provider shall only utilize the Arizona Job Connection data system (or other stated-mandated WIOA system) and the Provider's maintained data and case management system.
- C. Data Entry, Security and PII
  - i. Provider must monitor and review customer records for data integrity.
  - ii. "Provider" must comply with all security standards and guidelines as required by DES and WIOA
  - iii. "Provider" will maintain confidentiality of any Personally Identifiable Information (PII). This applies to both printed and electronic PII.
  - iv. "Provider" staff are to adhere to professional standards of client confidentiality as required under WIOA.

#### **XII. STAFFING, SPACE, AND EQUIPMENT**

- A. Provider is responsible for providing staffing, space and equipment necessary to deliver the aforementioned services and meet the performance requirements outlined in this document.

This may be accomplished through hiring of staff, contracting for services, leasing of space and procurement of equipment, and/or or entering in to subcontracts with other providers.

- B. Provider shall notify the WDB Administration on any proposed comprehensive center location changes at least 120 days prior to the planned change date. WDD
- C. Provider shall be expected to provide services throughout Maricopa County excluding the City of Phoenix, and may provide services at optional locations.
- D. Any such space, equipment, or technology necessary for WIOA service provision shall be funded by WIOA, and included in Provider's operating budget. Provider shall be responsible for obtaining and maintaining equipment, software, or other information technology items.
- E. Prior to purchasing any single use equipment over \$5,000 or total purchase exceeding \$10,000, Provider shall complete the Arizona Department of Economic Security Form (ADES) WIOA pre-approval questionnaire for equipment and vehicles over \$5,000. This form shall be submitted to the fiscal agent and the WDB staff.

### **XIII. FUNDING**

- A. Funds under this Agreement are provided by the Workforce Innovation and Opportunity Act (WIOA) Title I federal program from the U.S. Department of Labor. As such, the funds are subject to all the provisions of Public Law 113-128 as well as any guidance issued by the U.S. Department of Labor and DES.
- B. Funding for this Agreement is provided by the Catalog of Federal Domestic Assistance (CFDA):
  - i. Adult Worker – 17.258
  - ii. Dislocated Worker – 17.278
  - iii. Youth Program – 17.259
- C. Should the Fiscal Agent determine that funds are not available for continuing these services; the Fiscal Agent may cancel this Agreement. Every performance of the Parties under this Agreement is conditioned upon the availability of funds appropriated, allocated, or granted for performance. If funds are not available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event of termination, and neither Party shall be obligated or liable for any future performance, payments or for any damages as a result of termination under this paragraph.
- D. In the event of termination of this Agreement due to unavailability of funds, all outstanding payments due Provider (for completed performance under this Agreement) shall be paid within ten (10) days of the termination date of the Agreement.
- E. All WIOA eligible expenditures are cost-reimbursable.
- F. All funds must be spent within the ADES period of availability.

### **XIV. INVOICING**

- A. Provider shall submit the previous month's invoice by the 25th of the month to the Fiscal Agent and the WDB Executive Director.
- B. This invoice shall be the AZDES Accrued Expenditure and Cash Report for all WIOA services provided.

### **XV. REPORTS**

- A. Provider shall submit quarterly and annual reports on the current year's and progress towards performance measures.
- B. All quarterly reports are due no later than 45 calendar days after the end of the specified reporting quarter. Reporting quarter end dates are September 30; December 31; March 31; and June 30.
- C. The annual report shall be submitted no later than 90 calendar days following the end of the program year end date of June 30.

#### **XVI. NOTICES**

- A. Notifications and communications concerning this Agreement shall be directed to the following:
  - i. Maricopa County Workforce Development Board: Executive Director  
701 Jefferson St. Phoenix AZ 85007
  - ii. Maricopa County Human Services Department: Director  
234 N. Central Avenue, 3rd Floor, Phoenix, AZ 85004

#### **XVII. NOTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION**

- A. Each Party certifies to the best of its knowledge and belief, that it and its directors, officers and agents:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - ii. Have not within a three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 9.1.2; and
  - iv. Have not within a three-year period had one or more public transactions (Federal, State, or local) terminated for cause or default.

#### **XVIII. NON DISCRIMINATION AND EQUAL OPPORTUNITY**

- A. All Parties to this AGREEMENT certify that they 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.

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

**XIX. BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY**

- A. The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this AGREEMENT.
- B. Central Registry Background Checks will be conducted on all Maricopa County employees. The information contained in the Central Registry will be used as a factor to determine qualifications for any positions that are funded through WIOA.
  - i. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
  - ii. Before being employed, persons shall certify on forms provided by ADES whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
  - iii. A person awaiting receipt of the Central Registry Background Check may perform assigned duties after completion and submittal of the Direct Service Position certification form if the certification states:
    - a. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
    - b. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding. Person shall complete the Direct Service Position application (FBU-1003A) located at: <https://des.az.gov/digital-library/ders-direct-service-position>

**XX. FINGERPRINTING**

- A. The Parties shall comply with the Provisions of A.R.S. § 46-141 as may be amended.
- B. The County shall ensure that all employees, comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprinting clearance cards, certification regarding pending or past criminal matters, and criminal records checks that relate to AGREEMENT performance.
- C. Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited to, the following: A.R.S. §§36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certification regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as it relates to employment with Maricopa



County. The County is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to work assignment performance.

- D. To the extent A.R.S. §§ 46-141 is applicable to employment performance, the following provisions apply:
- i. Personnel who are employed by the County, whether paid or not, and who are required to perform duties that are funded by WIOA shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within (7) seven working days of employment.
  - ii. If a person employed by the County is awaiting trial or has been convicted of any of the offenses listed therein in the State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card, may not perform any duties that are funded by WIOA.

**XXI. COMPLIANCE WITH APPLICABLE LAWS**

- A. Parties shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal, State, and Local governments whether or not specifically referenced herein.
- B. Unless exempt under Federal law, Parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5, as updated in State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. Both parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment of qualified persons because of physical or mental disability. Both parties shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
- C. Parties shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of, or participation in, contract services on the basis of race, color, or national origin. Both parties shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibits discrimination on the basis of physical or mental disabilities in the provision of contract programs, services, and activities.

**XXII. VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS**

- A. By entering into the AGREEMENT, the Parties warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The Parties shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the AGREEMENT. The Parties and their subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and

Control Act of 1986, as amended from time to time, for all employees performing work under the AGREEMENT and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

- B. The County retains the legal right to inspect the Party and subcontractor employee documents performing work under this AGREEMENT to verify compliance with paragraph 23.1.1 of this Section. The Parties and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Parties or any of its subcontractors are not in compliance, the County will consider this a material breach of the AGREEMENT and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the AGREEMENT for default, and suspension and/or debarment of the Parties. All costs necessary to verify compliance are the responsibility of the Parties.

#### **XXIII. SEVERABILITY**

- A. If any part of this Agreement is held to be null and/or void, the remaining portion of the Agreement shall not be affected.

#### **XXIV. DRUG AND ALCOHOL-FREE WORKPLACE**

- A. All Parties to this AGREEMENT 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 shall 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.

#### **XXV. CERTIFICATION REGARDING LOBBYING**

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

#### **XXVI. BUY AMERICAN PROVISION**

- A. Each Party that receives funds made available under title I WIOA 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).

#### **XXVII. SALARY COMPENSATION AND BONUS LIMITATIONS**

- A. Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I,

Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

**XXVIII. GOVERNING LAW**

- A. This AGREEMENT will be construed, interpreted, and enforced according to the laws of the State of Arizona. All Parties shall comply with all applicable State laws and regulations, and Local laws to the extent that they are not in conflict with Federal requirements. In the event of a conflict between this Agreement and WIOA, WIOA controls.

**XXIX. ENTIRE AGREEMENT, MODIFICATION, ASSIGNMENT, AND COUNTERPARTS**

- A. This AGREEMENT constitutes the entire understanding between the Parties and supersedes all prior written or oral proposals or AGREEMENTs pertaining to the subject matter herein. No modification of this AGREEMENT will be effective unless made in writing and executed by duly authorized representatives of each Party. This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed as original, but all of which, when taken together, shall constitute one and the same instrument.

**XXX. SURVIVAL**

- A. The provisions of this AGREEMENT, which by their very nature would continue beyond termination, or expiration of this AGREEMENT, will continue as valid and enforceable rights and obligations of the Parties and survive termination or expiration of this AGREEMENT.

**XXXI. CONFLICT WAIVER**

- A. The Parties to this Agreement acknowledge that they are aware that the Civil Services Division of the Maricopa County Attorney's Office (Civil Division) may be chosen as the attorney for all of the Parties. The Parties acknowledge that they are aware of a potential conflict of interest, and waive any claim of conflict of interest, which may arise by virtue of Civil Division's representation of another Party to this Agreement.

(Remainder intentionally left blank: Signatures to follow)

IN WITNESS THEREOF, the Parties have signed this Agreement:

Approved By: MARICOPA COUNTY  
WORKFORCE DEVELOPMENT BOARD

Approved By: MARICOPA COUNTY  
Clint Hickman, Chairman, Board of Supervisors

\_\_\_\_\_

\_\_\_\_\_

Date

Date

Approved By: MARICOPA COUNTY HUMAN SERVICES DEPARTMENT  
Bruce Liggett, Director

\_\_\_\_\_

Date

Attested to:  
Fran McCarroll, Clerk, Board of Supervisors

\_\_\_\_\_

Date

IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED DEPUTY COUNTY ATTORNEY, AND, IN ACCORDANCE WITH A.R.S. § 11-952, AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

\_\_\_\_\_

Deputy County Attorney

Date



Internal Audit  
Department

301 W Jefferson St  
Suite 660  
Phoenix, AZ 85003

[maricopa.gov/  
InternalAudit](http://maricopa.gov/InternalAudit)  
602.506.1585

**Mike McGee**  
County Auditor

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# Human Services Dept. – Workforce Development

April 2019

*Internal Audit Report Authorized by the  
Maricopa County Board of Supervisors*

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<b>Report Highlights</b>	<b>Page</b>
HSD will document its processes for fulfilling its fiscal agent duties for the local workforce area.	1
HSD will strengthen procedures over service provision to ensure compliance with legal requirements.	3
HSD fulfilled its duty to provide reports, targets, and proposals to the workforce development board.	5
The governance agreement will be revised to conform more closely to legal requirements and to clarify roles and responsibilities of stakeholders.	6
The County will work to recover contract overcharges and will strengthen oversight over its vendor.	7

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**Background**

Maricopa County participates in a federally funded grant program under the Workforce Innovation and Opportunity Act (WIOA) for providing adult and youth workforce development services within the local area. The Board of Supervisors (BOS) appointed the Workforce Development Board (WDB) to help oversee the program. The BOS and WDB developed a governance agreement (Agreement) to define the respective roles and responsibilities prescribed by the WIOA. Under the Agreement, the Maricopa County Human Services Department (HSD) serves as the career services provider, fiscal agent, and administrative entity.

During the audit, we learned of improvements that can be made by both HSD and WDB and made recommendations to each.

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**Objectives**

Our audit objectives were to ensure that:

- HSD's controls are designed to promote compliance with key provisions of the governance agreement and the WIOA in its role as the fiscal agent.
  - HSD's controls are designed to promote compliance with key provisions of the governance agreement and the WIOA in its role as the provider for both career and youth services.
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**Scope**

This audit primarily focused on fiscal year 2018. We reviewed all necessary information, including laws, policies, procedures, reports, invoices, file review checklists, and meeting minutes.

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**Standards**

This audit was conducted in conformance with International Standards for the Professional Practice of Internal Auditing.

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**Auditors**

Susan Adams, Audit Manager, MBA, CISA  
Jenn Sigüenza, Audit Supervisor, CPA, MAcc  
Stacy Aberilla, Senior Auditor, MPA, CGAP  
Tim Carroll, Senior Auditor, MSEC, CFE  
Brenda Erran, Internal Auditor, BS

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This report is intended primarily for the County Board of Supervisors, County leadership, and other County stakeholders. However, this report is a public record and its distribution is not limited.

We have reviewed this information with HSD management. The Action Plan was approved by Lee Ann Bohn, Assistant County Manager, on 3/28/19, Bruce Liggett, HSD Director on 3/28/19, and Patricia Wallace, WDB Executive Director on 4/5/19. If you have any questions about this report, please contact Mike McGee, County Auditor, at 602-506-1585.

## **Audit Results**

### **Issue #1: HSD as Fiscal Agent – WIOA Compliance**

**Observation:** We reviewed HSD's processes and controls relating to its role as the fiscal agent for five key requirements outlined in the WIOA. The key requirements were as follows:

- Employment and Training Activities – funds can only be expended on authorized activities
- Administrative Cost Limit – no more than 10% of allocated funds can be used on administrative expenses
- Program Year Availability – grant awards may be spent in the year awarded and one successive year
- Youth Work Experiences – at least 20% of allocated youth funds must be spent on youth work experience activities
- Out-of-School Priority – at least 75% of allocated funds must be spent on out-of-school youth

We found that adequate processes were in place to promote compliance with the above WIOA fiscal requirements. We noted that, as of September 2018, cumulative expenditures for Youth Program Work Experience activities were below the level needed to meet the WIOA minimum spending requirement by year end. However, the program activities are cyclical and management expects to monitor the requirement to ensure annual compliance.

Procedures were not formally documented for budgeting, invoice approvals, monitoring expenditures and grant requirements, and reporting of progress and trends to management. Documented policies and procedures are an important element of internal control because they help ensure compliance and consistency on an ongoing basis.

<b>Conclusion #1A:</b> HSD had adequate processes in place to promote compliance with key WIOA fiscal requirements.	
<b>Recommendation</b>	<b>HSD Action Plan</b>
None	N/A

<b>Conclusion #1B:</b> The processes for meeting key WIOA compliance requirements were not documented.	
<b>Recommendation</b>	<b>HSD Action Plan</b>
<b>1B</b> Develop written policies and procedures to help ensure compliance with the WIOA fiscal requirements, to include delineation of roles and responsibilities and processes for: (1) budgeting, (2) regular monitoring of expenditures and grant requirements, (3) regular reporting of progress and trends to the appropriate levels of management, and (4) invoice approval requirements.	Concur – completed  Fiscal and budgetary written policies and procedures, which apply to all HSD fund sources (including WIOA), have been completed and implemented.  <b>Target Date: 1/01/2019</b>

**Issue #2: HSD as Fiscal Agent – Governance Agreement Compliance**

**Observation:** We reviewed HSD’s processes relating to its role as a fiscal agent for key requirements outlined in the Governance Agreement (Agreement). We found adequate processes were in place to promote compliance with the Agreement. HSD met its obligation to: 1) prepare financial reports, 2) review, recommend, and monitor the WDB’s budget, and 3) track and monitor receipts and expenditures for WDB, career services and youth services separately.

During our review, we learned that processes were not formally documented. Documented policies and procedures are an important element of internal control because they help ensure compliance and consistency on an ongoing basis.

<b>Conclusion #2A:</b> HSD had adequate processes in place to promote compliance with its fiscal agent obligations under the governance agreement.	
<b>Recommendation</b>	<b>HSD Action Plan</b>
None	N/A



<b>Conclusion #2B:</b> The processes for meeting key governance agreement requirements were not documented.	
<b>Recommendation</b>	<b>HSD Action Plan</b>
<b>2B</b> Develop written policies and procedures to help ensure compliance with the governance agreement in its role as fiscal agent.	<p>Concur – in progress</p> <p>HSD is in progress of developing written policies and procedures and will align to Shared Governance and Multi-Function Agreement.</p> <p><b>Target Date: Within 90 days after BOS approval of the Agreement</b></p>

**Issue #3: HSD as Service Provider – WIOA Compliance**

**Observation:** We reviewed four key WIOA requirements for providing career and youth services and found that HSD’s policies conform to WIOA and related guidance. We further reviewed HSD’s controls over compliance with these four requirements and found some areas for improvement. Our observations are described below.

Performance Accountability System

Performance indicators are primarily derived from data input by career guidance specialists. Accuracy is checked through supervisory review and quality control checklists. However, our review of supporting documentation indicated these processes were not always completed and the forms utilized were inconsistent. In addition, we noted there were no written procedures for data collection, input, and review requirements.

Youth Exception and Limitation

We reviewed HSD’s processes for complying with the youth eligibility exception and limitation and found that HSD had been miscalculating its youth exception rate and was not monitoring compliance with the eligibility limitation. Additionally, there were no documented procedures for monitoring compliance with the exception and limitation requirements.

Training Services Qualification

Participant training costs can only be covered with WIOA grant funds when alternative sources of available funding are insufficient. We reviewed a sample of files in the Adult and Youth programs and found that the files contained all supporting documentation.

Occupations in Demand

WIOA requires training services to be linked to in-demand industries or occupations. HSD’s policies conformed to WIOA guidance with regard to definitions of in-demand

sectors; however, we learned that there were no documented strategies describing how each sector will be served.

<b>Conclusion #3A:</b> HSD policies over four key WIOA provisions conform to WIOA and related guidance.	
<b>Recommendation</b>	<b>HSD Action Plan</b>
None	N/A
<b>Conclusion #3B:</b> HSD’s supporting documentation for Training Services Qualification indicated compliance with WIOA requirements.	
<b>Recommendation</b>	<b>HSD Action Plan</b>
None	N/A
<b>Conclusion #3C:</b> As described in our observation, certain controls were not in place to ensure compliance with key career and youth service provider requirements.	
<b>Recommendations</b>	<b>HSD Action Plan</b>
<b>3C-1</b> Develop written procedures to help ensure accurate and complete collection and reporting of performance data, including (1) data collection and entry requirements, (2) methodology for calculating performance levels in accordance with WIOA and related guidance, and (3) review and approval prior to submission to DES or others as applicable.	<p>Concur – completed</p> <p>HSD has developed and implemented written procedures for the collection and reporting of performance data, which applies to all HSD programs (including WIOA).</p> <p><b>Target: 2/01/2019</b></p>
<b>3C-2</b> Document strategies for serving employers in each of the identified in-demand industries in accordance with DES guidance and document the performance measure for serving employers.	<p>Concur – implementation with modifications</p> <p>On December 19, 2018, the WDB approved in-demand industry sectors. The WDB will also identify in-demand occupations. After this occurs, HSD will document strategies for serving those employers. DES has not established performance measures for serving employers, so strategies for this cannot be implemented at this time.</p> <p><b>Target: 9/30/2019</b></p>

Recommendations	HSD Action Plan
<p><b>3C-3</b> Develop written procedures governing the client file review process for both supervisory and quality improvement reviews, including (1) documentation requirements, (2) a requirement to review compliance with youth participant eligibility exception, and (3) procedures for updating and disseminating the file review checklists. Ensure supervisors and the quality improvement team perform and document the required reviews.</p>	<p>Concur – in progress</p> <p>HSD is in progress of developing and implementing written procedures that are consistent for all WIOA client file reviews.</p> <p><b>Target: 9/30/2019</b></p>
<p><b>3C-4</b> Develop written procedures to help ensure compliance with the youth participant eligibility exception and limitation, including (1) data collection, (2) methodology for calculations, and (3) monitoring and reporting of compliance.</p>	<p>Concur – in progress</p> <p>HSD is in progress of developing and implementing written procedures to ensure compliance and monitoring.</p> <p><b>Target: 9/30/2019</b></p>

**Issue #4: HSD as Service Provider – Governance Agreement Compliance**

**Observation:** We reviewed HSD’s processes relating to its role as a service provider for key operational requirements outlined in the Agreement. We found adequate processes were in place to promote compliance with the Agreement and HSD met its obligation to provide operational reports and to propose service targets and operational budgets to the WDB.

<p><b>Conclusion #4A:</b> HSD provided operational reports and proposed service targets and operational budgets to the WDB, as required by the governance agreement.</p>	
Recommendation	HSD Action Plan
None	N/A

**Issue #5: Local Area Governance Agreement (Agreement)**

**Observation:** As part of our audit, we reviewed the Agreement to better understand HSD’s compliance requirements and noted it does not adequately clarify the roles and responsibilities of HSD and WDB under the WIOA. For example, the Agreement requires segregation of duties between fiscal agent and service provider roles; however, one HSD employee is a member of the service provider staff and performs tasks that could be considered the responsibility of the fiscal agent. Given HSD’s multiple roles, more specific delineation of roles and responsibilities is necessary to ensure compliance and limit confusion.

In addition, our review of the Agreement identified some gaps and inconsistencies between the Agreement and requirements of the WIOA. While most areas conform to WIOA and related guidance, there were some WIOA provisions omitted and minor language variations. We communicated the details of these issues with HSD, WDB, and the Assistant County Manager so that the Agreement can be strengthened in the future.

We noted that the Agreement does not specify the expected content and frequency for certain items HSD is required to provide the WDB, including financial and operational reports, service targets, budget utilization, and performance measures. Therefore, it was difficult to determine whether compliance expectations were met.

During the course of our review, we learned there has been no formal reconciliation of the compliance requirements under WIOA to HSD’s current policies and procedures. Significant changes in the law occurred in recent years when WIOA replaced the Workforce Investment Act of 1998. While HSD had adequate processes in place for key requirements, a comprehensive review was not performed to identify and assign responsibility for the updated provisions applicable to its operations.

<p><b>Conclusion #5A:</b> The governance agreement does not adequately clarify and delineate the roles and responsibilities of HSD and WDB, and contains some gaps and inconsistencies with the requirements of the WIOA.</p>	
<p><b>Recommendation</b></p>	<p><b>WDB Action Plan</b></p>
<p><b>5A</b> WDB should work with the BOS to update the governance agreement to conform more closely to WIOA and related guidance, and include sufficient clarification of how the parties will carry out their respective responsibilities while demonstrating compliance with the WIOA and related guidance.</p>	<p>Concur – in progress</p> <p>The WDB and CEO will amend the current shared governance agreement to address the issues cited.</p> <p><b>Target Date: Within 90 days after BOS approval of the Agreement</b></p>

<b>Conclusion #5B:</b> Expectations for the content and frequency of financial and operational reports, and service-related proposals are not clarified in the governance agreement.	
<b>Recommendation</b>	<b>WDB Action Plan</b>
<b>5B</b> WDB should update the governance agreement to clarify the expected content and frequency of financial and operational reports, and the frequency for proposal of service targets, budget utilization, and performance measures.	Concur – in progress The revised agreement will include clarification on frequency and content of reports and proposals required by the WDB from the HSD Fiscal Agent and HSD Service Provider.  <b>Target Date: Within 90 days after BOS approval of the Agreement</b>
<b>Conclusion #5C:</b> A formal reconciliation of the compliance requirements under WIOA to HSD’s current policies and practices was not completed.	
<b>Recommendation</b>	<b>HSD Action Plan</b>
<b>5C</b> HSD should identify and document all parts of the law and related guidance that are applicable to their various roles, assign responsibility for operationalizing the requirements, and delineate procedures for ensuring compliance with those provisions.	Concur – will implement with modifications HSD will document parts of the law and regulations where necessary to ensure compliance.  <b>Target Date: 9/30/2019</b>

**Issue #6: One Stop Operator Contract**

**Background:** The WDB and the BOS have contracted with a vendor to serve as the local area’s One Stop Operator (OSO), a role charged with coordinating delivery of services from multiple state and local agencies to satisfy all titles of the WIOA. HSD’s role with respect to the OSO is to process invoices for OSO services after they have been approved. We reviewed the contract as part of our examination of HSD’s accounts payable controls in its role as fiscal agent.

**Observation:** During FY 2018, the OSO invoiced and was paid \$14,786 in unallowable charges, including executive oversight, fringe benefits, overhead, general administrative, and facilities and administrative fees beyond the rates allowed by the contract terms and/or federal regulation. In addition, we found inconsistencies between invoice descriptions and supporting documentation for a few activities.

We reviewed the accounts payable controls for processing OSO invoices and found there were no documented procedures for reviewing invoices to verify services were billed in accordance with contract terms prior to approval for payment.

During the contract review, we noted there are requirements for background checks and formal performance reviews of the OSO. We found that these background checks were not verified and the formal performance reviews were not completed.

<b>Conclusion #6A:</b> The One Stop Operator charged more than allowed under the terms of its contract with the County.	
<b>Recommendation</b>	<b>WDB Action Plan</b>
<b>6A</b> WDB should work with the Office of Procurement Services to obtain reimbursement or other applicable remedy for all unallowable charges.	Concur – in progress WDB will work with OPS to obtain remedy for unallowable charges.  <b>Target Date: 6/30/19</b>
<b>Conclusions #6B:</b> There were no documented procedures for reviewing OSO invoices to verify services are billed in accordance with contract terms prior to approval for payment.	
<b>Recommendation</b>	<b>WDB Action Plan</b>
<b>6B</b> WDB should work with HSD to clarify and document the process for reviewing and approving OSO invoices to ensure accuracy and compliance with contract terms.	Concur – in progress WDB will document the process for reviewing and approving OSO invoices to ensure proper review and coordination with the HSD Fiscal Agent.  <b>Target Date: 6/30/2019</b>
<b>Conclusion #6C:</b> Formal performance reviews for the OSO were not completed and OSO background checks were not verified, as required by the contract terms.	
<b>Recommendations</b>	<b>WDB Action Plan</b>
<b>6C-1</b> WDB should conduct bi-annual performance reviews for fiscal, program delivery, and contract compliance, as required by the contract.	Concur – in progress WDB will develop written procedures governing vendor performance review and will ensure bi-annual performance reviews are completed in accordance with the contract terms.  <b>Target Date: 6/30/2019</b>

Recommendations	WDB Action Plan
<p><b>6C-2</b> WDB should verify completion of OSO background checks and fingerprint procedures as applicable.</p>	<p>Concur – completed</p> <p>WDB has verified vendor background checks and fingerprinting procedures were completed.</p> <p><b>Target Date: 11/9/2018</b></p>

## Nancy Avina (HSD)

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**From:** Karen Nelson Hunter <knelsonhunter@azdes.gov>  
**Sent:** Thursday, November 7, 2019 6:47 PM  
**To:** Patricia Wallace (HSD)  
**Cc:** mark lashinske; Drew.Thorpe@aps.com; Vanessa Andersen; Gregg Ghelfi; Lee Ann Bohn (COA); Valerie Beckett (COA); Nancy Avina (HSD); Isabel Creasman (HSD)  
**Subject:** Re: MCWDB - Audit Committee Follow Up

Good evening Audit Committee Members -

DES/DERS has completed its review of the documents submitted for your Board recertification, and is pleased to notify you that they cleared the review. Of note, the review team thanks you for using and completing the checklists, which expedited the review.

We look forward to reviewing the outstanding items for recertification: (1) an updated local plan, (ii) a service provider agreement for Title I-B services; and (iii) the updated ARIZONA@WORK webpage identifying the Title I-B provider and One Stop Operator for which WIOA funds are used.

Please feel free to reach out with any additional assistance needed.

Thank you, Karen

Karen E. Nelson Hunter, M.S., C.P.M.  
Arizona Department of Economic Security | Division of Employment and Rehabilitation Services  
1789 W. Jefferson | 2NE | Phoenix, AZ | 85007  
Cell: 480-521-5056 | Email: [knelsonhunter@azdes.gov](mailto:knelsonhunter@azdes.gov)

On Mon, Nov 4, 2019 at 3:52 PM Patricia Wallace (HSD) <[Patricia.Wallace@maricopa.gov](mailto:Patricia.Wallace@maricopa.gov)> wrote:

Hi Karen,

Section 107 of the Workforce Innovation and Opportunity Act (WIOA) requires each local workforce development area of the State to establish a WDB to administer the functions outlined in section 107 (d) of WIOA for its local workforce development system.

Furthermore, it requires that the Governor of the State certify each local board every two years.

The certification is a process that will assist in creating effective WDBs by ensuring proper membership, by maintaining sound program and fiscal policies, and by providing a system of quality services and enhancing regional economic development.

In efforts to obtain WIOA re-certification, the audit committee of the MCWDB approved the following required board recertification materials:

Shared Governance Agreement

SGA Addenda 1 thru 4

SGA Attachment A



SGA Checklist

Bylaws

Bylaws Checklist

Conflict of Interest Checklist

Executive and Youth Committee Charters

At the request of the audit committee, attached materials are being sent to DES and Maricopa County legal for concurrent review.

The MCWDB strives to deliver innovative workforce solutions in Maricopa County and appreciates your support. If anything further is needed please let Nancy, Isabel or I know.

Thank you,

Patricia

NOTICE: This e-mail (and any attachments) may contain PRIVILEGED OR CONFIDENTIAL information and is intended only for the use of the specific individual(s) to whom it is addressed. It may contain information that is privileged and confidential under state and federal law. This information may be used or disclosed only in accordance with law, and you may be subject to penalties under law for improper use or further disclosure of the information in this e-mail and its attachments. If you have received this e-mail in error, please immediately notify the person named above by reply e-mail, and then delete the original e-mail. Thank you.



April 15, 2020

The Honorable Douglas A. Ducey  
Governor of Arizona  
1700 West Washington Street  
Phoenix, AZ 85007

Dear Governor Ducey,

I am writing to you on behalf of myself and my fellow board members of the Maricopa County Workforce Development Board. We are extremely concerned with the state of our workforce development system. We understand all workforce development boards in the State must come into compliance with the federal Workforce Innovation and Opportunity Act (WIOA), based on the findings cited in the 2019 Department of Labor audit report to achieve board recertification which allows Arizona to receive much needed WIOA federal funds.

Our workforce development board in particular is facing troubling circumstances. Our American Job Centers, for which we are responsible, are full of job seekers who all deserve the best services to reach economic prosperity. However, this is hard to accomplish when we cannot achieve common ground with the Staff of our Chief Elected Officials on appropriate shared governance, obtain clear and reliable guidance from the Department of Economic Security and when we are forced to spend a majority of our time solving for compliance instead of meeting the needs of our 21st century business economy.

With the staff of the Maricopa County Workforce Development Board, in partnership with the Maricopa County Board of Supervisors as our Chief Elected Officials we have spent the last 8 months working to find suitable solutions. Unfortunately, despite all efforts to date we are at an impasse and now escalate the matter to you for intercession.

I am optimistic that realistic and appropriate solutions will be found. On behalf of the workforce board I want to stress our commitment to you and the people of Maricopa County to do what is needed to provide a robust, effective workforce system.

Thank you Governor Ducey for all you do for the people and our businesses in Maricopa County and all throughout our great State of Arizona.

Respectfully,

A handwritten signature in black ink, appearing to read "Mark Lashinske".

Mark Lashinske  
Chairman  
Maricopa County Workforce Development Board

AGREEMENT BETWEEN  
MARICOPA COUNTY BOARD OF SUPERVISORS and  
MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD

This shared governance and multi-function agreement is made by and between Maricopa County, a political body duly organized and existing under the laws of the state of Arizona and its Maricopa County Board of Supervisors (hereafter referred to as “BOS”), the Chief Elected Officials (CEOs) under the Workforce Innovation and Opportunity Act (WIOA), and the Maricopa County Workforce Development Board (hereafter referred to as “WDB”), the local workforce development board as designated by the Governor of Arizona, to articulate the relationship, roles, and responsibilities between the two entities as required by the federal Workforce Innovation and Opportunity Act (hereafter referred to as WIOA) of 2014 (Public Law No. 113-128). BOS and WDB are collectively referred to herein as the “Parties” and individually as “Party.”

**RECITALS**

**Whereas**, the Workforce Innovation and Opportunity Act (WIOA) was established to increase employment, education, and training for individuals with barriers, to support the alignment and improvement of the workforce development system, to improve the skills of workers to secure employment with family-sustaining wages and provide employers with a skilled workforce for global competitiveness, and to provide workforce activities through state and local workforce development systems; and

**Whereas**, Maricopa County is designated the local workforce development area by the Governor and is funded to administer WIOA in Maricopa County, outside of the City of Phoenix; and,

**Whereas**, the Maricopa County Board of Supervisors are the designated Chief Elected Officials by the State of Arizona; and,

**Whereas**, the Maricopa County Workforce Development Board is designated as the workforce development board for the Maricopa County Local Workforce Development Area; and,

**Whereas**, all Parties acknowledge that WIOA laws and regulations, Training and Employment Guidance Letters (TEGLs), Uniform Administrative Guidance, State Law and applicable policies, the Arizona Department of Economic Security WIOA contract, and County policies must be adhered to in their entirety; and,

**Whereas**, the WIOA emphasizes local control so the Local Workforce Area can tailor services for the unique needs of that Local Workforce Area; and,

**Whereas**, the WIOA requires that a shared governance and multi-function agreement be entered into to delineate the role and responsibilities of the BOS, WDB (and its staff), Fiscal Agent, and any entity performing multiple functions; and,

**Whereas**, it is the desire of both parties to have an agreement that provides a basis for cooperation and partnership which will lead to the success of the employment and training system (ARIZONA@WORK MARICOPA COUNTY) within the County and contribute to the

overall economic prosperity of the region and its residents;

**Therefore**, in consideration of the recitals set forth above and incorporated by reference, the Parties agree as follows:

**I. Purpose**

The purpose of the Agreement is to define the roles and responsibilities of the BOS and WDB, and establish the multi-function agreement between the BOS and WDB as required by the WIOA since the Maricopa County Human Services Department is performing more than one role.

**II. Definitions**

For the purposes of this agreement, the following terms shall have the meaning set forth below:

- A. **Career Services Provider:** the provider of services as specified in WIOA to “Adults” and/or “Dislocated Workers.”
- B. **Chief Elected Officials (“CEOs”):** the Board of Supervisors (BOS).
- C. **Conflict of Interest:** a situation in which a person is in a position to derive personal benefit from actions or decisions made in their official capacity.
- D. **Fiscal Agent:** the BOS, or designated entity, responsible to perform accounting and funds management for WIOA funds.
- E. **Grant Recipient:** the BOS, or designated entity, responsible for policy, and oversight of the WIOA program and funds in the Local Workforce Area.
- F. **Local Workforce Area:** Maricopa County as designated by the Governor.
- G. **Local Workforce Development Board (“WDB”):** the Maricopa County Workforce Development Board as defined by 20 CFR 679.310.
- H. **One Stop Delivery System:** the workforce development, educational, and other human resource services joined in a seamless customer-focused service delivery network that enhances access to the programs’ services and improves long-term employment outcomes for individuals receiving assistance.
- I. **One Stop Operator (“OSO”):** the entity that coordinates the service delivery of required one-stop partners and service providers as specified in WIOA.
- J. **Training and Employment Guidance Letter (“TEGL”):** the guidance letter issued by the US Department of Labor.
- K. **Training Provider:** An entity with a demonstrated ability of training individuals to enter quality employment and that is included on the eligible training provider list.
- L. **Vacancy Appointment:** a nominee selected to serve the remaining term of vacant position.
- M. **Vacancy Date:** the date the BOS approves the resignation or termination of a WDB member.
- N. **WIOA:** the Workforce Innovation and Opportunity Act of 2014, as amended.
- O. **Youth Services Provider:** the provider of services to youth as specified in WIOA.

**III. Effective Date, Term, and Termination**

- A. This Agreement shall be effective July 1, 2020 until June 30, 2023 unless terminated as provided herein.
- B. The Agreement may be renegotiated or terminated by either Party with sixty (60) days’ notice in writing to the other party. Such notice shall be given by personal delivery or by Registered or Certified mail.
- C. This Agreement is subject to the statutory language of A.R.S. § 38-511 which are incorporated herein by reference.

- D. If any action is taken by any State agency, federal department or any other agency or instrumentality to suspend, decrease or terminate its fiscal obligation under, or in connection with this Agreement, the Parties may amend, suspend, decrease or terminate its obligations under or in connection with this Agreement. In the event of termination, the Parties shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The Parties shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten (10) calendar days in advance.
- E. This Agreement may be terminated by mutual written agreement of the parties specifying the termination date therein.

#### **IV. Amendments**

- A. Proposed amendments or termination to this Agreement may be offered by either Party in writing within sixty (60) days, at a minimum, to the other Party, via official electronic communication and certified mail. Adoption of such proposals shall be approved and enforced through a signed document by both Parties.
- B. The Agreement may be amended if the governance structure changes, if the Bylaws are amended, or in the event the regulations or laws change.
- C. Any amendment or change to the Agreement must be maintained at the LWDB staff office and be available for monitoring by the state administrative entity.
- D. The entire Agreement of the Parties is contained herein, and this Agreement supersedes all prior agreements between the Parties relating to the subject matter thereof.

#### **V. Notices of Election**

A change of leadership of the WDB and the BOS does not constitute an amendment of this agreement, but Parties shall provide notification of leadership changes as follows:

- A. Notice of an election of a new WDB Chair, as evidenced within the minutes of the WDB meeting, shall be provided to the Maricopa County Clerk of the Board.
- B. Notice of an election of any new BOS and/or the BOS Chairman, as evidenced within the minutes of the BOS meeting, shall be published on the BOS website within 10 days after the first BOS meeting of each calendar year.

#### **VI. BOS Roles and Responsibilities**

##### **A. Delegated Functions**

- 1. The BOS designates the Assistant County Manager to serve as WDB liaison to the BOS;
- 2. The BOS designates Maricopa County Human Service Department to serve as Fiscal Agent for the WDB and be responsible for the receipt and disbursement of WIOA funds in the Local Workforce Area. The specific roles and responsibilities of the Fiscal Agent are identified in Section IX.
  - a) HSD staff involved in Fiscal Agent function shall not be involved in policy or direct service provision activities of the Local WDB.
  - b) Any funding or costs shifted between the WDB budget and the HSD Service Provider budgets shall be presented to the WDB for review and authorization.
  - c) BOS approval is required if the funds shift results in an increased budgeted amount for the WDB.

d) BOS approval is required if the funds shift results in a substantial decrease, as recognized by the WDB to the WDB budget.

3. To ensure proper separation of duties and functions, there shall be established two separate budget units. Each unit shall have a separate budget and personnel with separate functions and hierarchical reporting chains. Notwithstanding the foregoing, personnel shall be individually and collectively responsible for reporting compliance with WIOA and regulations, OMB circulars, and State and County policies and statutes.
4. The BOS delegates signatory capacity to the Chairman of the BOS.

**B. Misuse of Funds**

The BOS are liable in their official capacity for any misuse of grant funds as described in WIOA.

**C. WDB Membership**

1. The BOS shall solicit nominations for the WDB. The final selection and appointment of WDB members shall be made by the BOS in accordance with WIOA and State and Federal requirements and consider recommendations pursuant to Section J.4.Composition: The WDB shall be composed of the following:

- a) The WDB shall be comprised of private business sector and public sector members.
- b) The Board membership shall be representative of the Local Workforce Area's geography and business demographics.
- c) The BOS will seek to have a WDB membership which is diverse in gender and ethnicity.
- d) An individual may serve as a representative of more than one membership category if the individual meets all the criteria for representative in accordance with WIOA.
- e) At least 51% of members shall be representatives of business in the Local Workforce Area who:
  - (1) Are owners of businesses, chief executives or operating officers of businesses, or other individuals with optimum policymaking or hiring authority;
  - (2) Provide employment opportunities in in-demand industry sectors or occupations, and provide high-quality work-relevant training and development opportunities to its workforce or the workforce of others in the case of organizations representing business;
  - (3) Are appointed from among individuals nominated by local business organizations and business trade associations; and
  - (4) At least two (2) members must represent small business as defined by the U.S. Small Business Association.
- f) At least 20% of the members must be workforce representatives with optimum policymaking authority. These representatives:
  - (1) Must include at least two (2) representatives of labor organizations, nominated by local labor federations or other representatives of employees;
  - (2) Must include at least one (1) representative of a joint labor-management, or union- affiliated, registered apprenticeship program within the Local Workforce Area who must be a training director or member of a labor organization. If no union-

- affiliated registered, apprenticeship programs exist in the area, a representative of a registered apprenticeship program with no union affiliation must be appointed;
- (3) May include one or more representatives of community- based organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of individuals with barriers to employment, including organizations that serve veterans or support competitive, integrated employment for individuals with disabilities; and
  - (4) May also include one or more representatives of organizations that have demonstrated experience in addressing the employment, training, or education needs of eligible youth, including representatives or organizations that serve out-of-school youth.
- g) The balance of the Board membership shall include the mandatory category of individuals with optimum policymaking authority, as follows:
- (1) At least one (1) eligible provider administering adult education and literacy activities under WIOA Title II, selected from among the providers serving in the Local Workforce Area;
  - (2) At least one (1) representative from an institution of higher education providing workforce development activities, including community colleges;
  - (3) At least one (1) representative from economic and community development entities;
  - (4) At least one (1) representative from the state Employment Service office under the Wagner-Peyser Act;
  - (5) At least one (1) representative from the programs carried out under Title I of the Rehabilitation Act of 1973, other than sec. 112 or Part C of that title (i.e., the State Vocational Rehabilitation Program or the state agency responsible for the State Vocational Rehabilitation Program); and
- h) Members may also include a non-mandatory category of additional Local Workforce Area representatives appointed by the BOS from:
- (1) Entities administering education and training activities who represent local educational agencies or community-based organizations with demonstrated expertise in addressing the education or training needs for individuals with barriers to employment;
  - (2) Governmental and economic and community development entities who represent transportation, housing, and public assistance programs;
  - (3) Local Workforce Area philanthropic organizations; and,
  - (4) Other appropriate individuals based on the WIOA law and regulations as determined by the BOS.
- i) At least (1) representative from County Management shall be appointed by the BOS.
2. Nomination: Consistent with WIOA, the BOS adopts the following nomination criteria:

- a) All nomination submitted the BOS for consideration must be submitted in writing and include sufficient supporting documentation to demonstrate the qualifications of the nominee.
  - b) Nominees who are intended to serve as representatives of business in the Local Workforce Area must be appointed from among individuals nominated by business organizations and business trade associations.
  - c) Nominees who are intended to serve as representatives of labor must be appointed from among individuals nominated by local labor federations.
  - d) For the mandatory categories, nominees must be appointed from among individuals nominated by a senior executive from the agency or institution of employment or affiliation.
  - e) For the mandatory category of adult education and literacy, a solicitation of nominations will be based on a solicitation of Local Workforce Area providers of adult education and literacy activities under WIOA Title II.
  - f) For the mandatory category of higher education institutions, a solicitation of nominations will be based on a solicitation of all institutions of higher education providing workforce development activities.
  - g) For the non-mandatory categories, a solicitation of nominations will be based on a:
    - (1) Solicitation of community-based organizations (CBOs). Representative nominations from local CBOs must be qualified by being workforce-centered and having demonstrated positive performance for at least three to five years in the community.
    - (2) Solicitation of nominations from other optional representatives with a workforce mission/focus must hold promise for beneficial partnerships.
  - h) Nominees shall meet the qualifications of the membership category for which they are applying. Nominees shall confirm their qualifications for the membership category for which they are applying in writing. Nominating organizations shall confirm the same.
  - i) Members shall notify the WDB and the Clerk of the Board if they no longer meet the qualification criteria required by WIOA for their position on the WDB.
  - j) All vacancies shall be publicly noticed on the Maricopa County website.
3. Appointments.
- a) The BOS shall appoint each member of the WDB by majority vote.
  - b) Reappointments will follow the same nomination process as outlined in this agreement, and will be made within 120 days of the term expiration.
  - c) Notification of appointments will be evidenced within the minutes of the BOS meetings.
4. Terms of Office of BOS Appointees.
- a) Members appointed to the WDB shall serve three year terms, except vacancy appointees who shall serve the remaining term of their



predecessor. Upon expiration of his or her term, any WDB Member may continue to serve until the BOS takes action.

- b) Appointments will be staggered to the extent possible to have only one-third (1/3) of the membership expire in a given year.

5. Resignations

- a) Resignation by WDB members shall be submitted in writing to the WDB Chair and the Clerk of the Board. A member's resignation is effective only when accepted by the BOS.

6. Terminations

BOS may remove a member for the following reasons:

- a) Failure to attend WDB meetings, as follows:
  - (1) More than three consecutive absences from regularly scheduled meetings by any member during any 12-month program period (July 1 – June 30) shall result in the removal of the member from the WDB.
  - (2) Any four absences from regularly scheduled meetings during a twelve month period by any member during any 12-month program period (July 1 – June 30) shall result in the removal of the member from the WDB.
  - (3) Within seven (7) days of notification of attendance policies violation a member may provide a written explanation to the WDB Chair on the reason for the absences.
  - (4) Exceptions to attendance policies may be made by the WDB Chair due to special circumstances and shall be documented.
- b) Violation of Conflicts of Interest and Ethics imposed by WIOA, A.R.S. §38-501 *et seq.*, and Maricopa County Internal Policy HR2421.
- c) Failure to meet WDB member representation requirements as defined in WIOA.
- d) Documented malfeasance, fraud or abuse.
- e) Any WDB member may be removed based on the strategic direction of the BOS.

7. Vacancies

- a) WDB vacancies shall be filled within 120 days of the vacancy date by the BOS.
  - b) If a vacancy occurs by other than an expiration of term, the vacancy shall be filled by appointment by the BOS for the unexpired portion of the term.
  - c) In the event a vacancy cannot be filled within 120 days, Assistant County Manager, or delegate, shall request a waiver in writing to the Director of the State Workforce Development Board with an explanation of why a vacancy was not filled in the 120-day timeframe and a description of the process underway to fill the vacancy. The Assistant County Manager or his/her delegate must maintain written approval of the waiver request by the Director of the State Workforce Development Board for State monitoring purposes.
  - d) Positions will be filled in compliance with WIOA.
  - e) Nominees for a vacancy shall meet the criteria needed to fulfill the

- Board composition requirements of WIOA.
8. Compensation
    - a) Members of the WDB shall serve without compensation except for any pre-authorized travel expenses incurred in connection with their duties, including transportation, meals, and lodging; in accordance with WIOA and all applicable Maricopa County policies and regulations.
    - b) The BOS through the Fiscal Agent is authorized to reimburse those expenses identified in (A) post-travel to the extent such expenses are allowable and reimbursable under WIOA and all applicable County policies and regulations.
  9. The WDB shall provide WDB member orientation.

**D. Youth Services:**

Pursuant to CFR 681.400(a), the County has exercised its option to directly provide all youth workforce investment activities in Maricopa County. Should the County cease exercising its option to provide youth workforce investment activities directly, the WDB could chose to award grants or contracts to youth service providers pursuant to the requirements set forth in CFR 681.400(b), including, but not limited to, requiring said grants and contracts be awarded on a competitive basis.

**VII. WDB Roles and Responsibilities**

- A. WDB serves as a strategic convener to promote and broker effective relationships with the County and the Maricopa County workforce system. The WDB shall maintain strategic and strong relationships with business organizations, chambers of commerce, labor and trade associations, education providers, and others as needed or required.
- B. WDB provides strategic and operational oversight for the workforce system.
- C. The following WDB required roles and responsibilities shall be completed by WDB members or the WDB staff, at the direction of the WDB. WDB shall consult with County concerning all responsibilities delegated to staff consistent with the requirements set forth in Section XI.

**1. Workforce Research and Regional Labor Market Analysis**

Conduct research, collect data, perform specified regional market labor analysis, and periodic economic and workforce analyses as a part of the local planning process and to assist the Governor in developing the statewide workforce and labor market information system.

**2. Convening, Brokering, and Leveraging**

Convene the local workforce development system stakeholders to assist in the development of the Local Workforce Area plan, and identify non- federal expertise and resources to leverage support for workforce activities.

**3. Employer Engagement**

Lead efforts to engage with a diverse range of employers, entities in the region, and economic development entities to promote business representation on the WDB and develop effective linkages with employers to support employer utilization of the Maricopa County workforce system to ensure the workforce investment activities meet the needs of employers, and support economic growth in the region. The WDB shall coordinate with BOS economic development strategies and workforce priorities that align with WIOA.

**4. Career Pathways**

Collaborate with secondary and postsecondary education program representatives leading the efforts in the local workforce development area to

develop and implement career pathways.

**5. Proven and Promising Practices**

Identify, promote, and disseminate proven and promising strategies, initiatives, and practices for meeting the needs of all job seekers and employers.

**6. Technology**

Develop strategies, including coordination with the County and all workforce system partners, for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers, job seekers, and specifically those with barriers to employment.

**7. Coordination of Education Providers**

Coordinate activities with education and training providers, including those on the State-approved Eligible Training Provider List (ETPL) and all WIOA Title II service providers.

**8. Accessibility for Individuals with Disabilities**

Annually assess the physical and programmatic accessibility of all one-stop centers in the Local Workforce Area in accordance with the Americans with Disability Act of 1990.

**D. Communication with the Public**

1. All meetings of the WDB, including its committees and workgroups shall be conducted in compliance with Open Meeting Law (Arizona Revised Statutes 38-431 et seq.). Meetings shall be open, and it shall be a stated policy that interested citizens or groups will be heard on workforce development matters.
2. The WDB shall meet not less than six times per year.
3. Within three (3) business days of any WDB meeting, including its committees and workgroups, the WDB staff shall make available the meeting minutes on the WDB website.
4. On behalf of the WDB, the WDB staff shall make available to the public on the WDB website information regarding the activities of the WDB, including but not limited to:
  - a) Local Plan, including any modifications;
  - b) List and affiliation of WDB members; and
  - c) WDB Bylaws.

**E. Board membership**

1. The WDB may solicit and refer candidates to apply for WDB membership.
2. In consultation with the Assistant County Manager, the WDB Chair may recommend removal of a member when:
  - a) A member no longer holding the qualifications of membership which were the basis for their initial appointment.
  - b) Failure to represent the WDB in a manner deemed appropriate.

**F. Career Services**

1. WDB selects the Career Services Provider. The expectations and terms of the service provider shall be documented in a contract approved by the WDB and BOS. Additional guidance on service provider selection can be found in Section VIII.
- 2.

**VIII. Shared Roles and Responsibilities**

- A. **WDB Budget** The Parties share the responsibility for the WDB Budget as follows:

1. Development and Submission

- a) WDB and their designated staff shall develop an annual line item budget and budget justification for the purpose of carrying out the duties as referenced in this agreement.
  - b) The budgeting period must be aligned with the County fiscal year, which runs from July 1 through June 30.
  - c) The budget must be in accordance with all County policies and guidelines, WIOA, and Uniform guidance.
  - d) WDB shall submit the annual line item budget and budget justification to the Assistant County Manager by December 1 of each year
2. Budget Review and Approval
- a) The Fiscal Agent shall review the WDB budget to ensure it is in accordance with all County policies and guidelines, WIOA, and Uniform Administrative Guidance.
  - b) The Fiscal Agent shall provide the budget review to the Assistant County Manager and the WDB Executive Director.
  - c) The Fiscal Agent shall submit the WDB budget to the Maricopa County Office of Management and Budget, on behalf of the BOS.
  - d) The BOS in its discretion, shall review and approve the Budget in accordance with County policy.
3. On-going monitoring
- a) On behalf of the BOS, the Assistant County Manager shall:
    - (1) Monitor the WDB budget expenditures;
    - (2) Notify the WDB Executive Director and the WDB Chair on expenditure and audit issues;
    - (3) Provide updates to the BOS as requested.

**B. Local Plan**

- 1. WDB and their staff shall develop the local plan for the Local Workforce Area every four years.
- 2. The Local Plan shall be consistent with:
  - a) WIOA Section 108;
  - b) State Unified Plan; and
  - c) BOS strategic priorities, including (but not limited to) economic development, regionalism, and priority populations.
- 3. On behalf of the BOS, the Assistant County Manager shall provide local plan feedback to the WDB Executive Director.
- 4. WDB shall vote and approve the local plan prior to the final submittal to the BOS.
- 5. The BOS shall review and approval the plan during a BOS meeting.
- 6. WDB shall submit the finalized local plan to the State only after receiving BOS approval.
- 7. The WDB shall follow the prescribed process in this section for all substantive (non-technical) local plan amendments.

**C. Regional Plan**

- 1. All Parties may collaborate with other Local Workforce Areas, as necessary. In the event the Local Workforce Development Area is designated to be a planning region that includes other Local Workforce Areas, the Parties shall follow the same process as for the development and approval of the local plan.

**D. Selection of Operators and Providers**

1. While it is the responsibility of the WDB to select a One Stop Operator and providers, as discussed in the following sections, it is the responsibility of the BOS to execute contracts with selected entities/vendors. As such, selection of operators and providers is considered a shared function.
2. One Stop Operator(s)
  - a) Selection
    - (1) The WDB with the assistance of their staff shall determine the scope of work for the OSO.
    - (2) The WDB shall competitively procure the One Stop Operator with the Maricopa County Office of Procurement Services and in compliance with County procurement policies.
    - (3) The designation of an OSO must be approved by a majority vote of the WDB or designated committee or workgroup.
    - (4) Once approved, the contract shall be forwarded to the BOS. The OSO contract shall be effective only when approved by the BOS.
3. **Provider(s)**
  - a) Training: The WDB shall ensure sufficient number and types of eligible training service providers who are consistent with the criteria established by the Governor and WIOA.
  - b) Career Services: The WDB shall determine the selection criteria for the provider of Career Services, as specified in WIOA to “Adults” and Dislocated Workers.”
  - c) Provider contracts may be competitively awarded for any WIOA services; if provider contracts are competitively awarded they shall be publicly noticed through the Maricopa County Office of Procurement Services.

**E. System and Program Oversight**

1. To ensure system and program oversight, the WDB shall:
  - a) Provide ongoing reviews of services available, access to services, service delivery, cost of services, and system and program administration;
  - b) Seek to avoid duplication with other system and program monitoring;
  - c) Review current plans and proposals for service delivery;
  - d) Develop detailed actions and timeframes in coordination with the necessary workforce system partners; and
  - e) Provide the BOS with system and program oversight updates in a quarterly report.

**F. Performance Measures**

1. Negotiation and Approval of Performance Accountability Measures
  - a) The WDB and their staff shall obtain proposed performance accountability measures from the State.
  - b) Service providers shall propose performance accountability measures to the WDB for consideration.
  - c) The WDB shall determine the acceptable performance accountability measures for the Local Workforce Area with the Core Partners and service providers.
  - d) The performance accountability measures must be approved by a

majority of the WDB. Once passed, the request shall be forwarded to the BOS for approval. Only after BOS approval, can the finalized performance accountability measures be submitted to the State.

2. The WDB shall focus on required performance measures with outcomes and impacts. The WDB shall review current performance measures and reports, identify additional priority and subordinate performance measures to be collected, and work with any organization or entity required to report performance measures to determine reporting timeframes.

**G. Local Board Policy**

1. WDB shall create local board policies to provide strategic workforce direction and guidance in the Local Workforce Area.
2. WDB, in coordination with Core Partners and service providers, shall review proposed policies, develop new major policies, and approve major policies that affect the priorities for service, service target levels and limitations, allocation of resources.
3. WDB shall create policies that are aligned with serving the WIOA priority populations and those with barriers to employment.
4. Policies must be approved by a majority of WDB members.
5. WDB staff shall keep written record of all approved WDB policies, and ensure distribution to all Parties affected.
6. WDB shall provide approved policies to the BOS in the quarterly report.

**I. Core Partner Agreement**

1. WDB and their staff shall develop the Core Partner Agreement for the Local Workforce Area.
2. The Core Partner Agreement shall be consistent with WIOA, regulations, State and County policies.
3. The Assistant County Manager shall provide Core Partner Agreement feedback to the WDB Executive Director.
4. The Core Partner Agreement shall be reviewed by the Maricopa County Attorney's Office.
5. The Core Partner Agreement must be approved by a majority of the WDB.
6. Once approved, the request shall be forwarded to the BOS for approval. The Core Partner Agreement is effective only when approved by the BOS and the other Core Partners.
7. For all amendments to the fully executed Core Partner Agreement, the WDB shall follow the prescribed process in such Agreement.

**J. Communication of Parties**

1. The WDB and its staff shall prepare quarterly progress reports, which shall include, but are not limited to summaries of progress on goals, actions on each of the required roles, policies approved by the WDB and anticipated activities of WDB for the next quarter.
  - a) The WDB Executive Director shall submit the quarterly reports for BOS review 45 days following the end of a quarter.
2. The WDB and its staff shall prepare and submit an annual report to the BOS for review and approval on or before December 1 of each calendar year.
3. At least annually, the WDB Chair, WDB Executive Director, and the Assistant County Manager, shall provide briefings to the BOS regarding performance accountability measures, program oversight, WDB policy, strategic direction, and other areas, as deemed necessary.

4. The WDB Chair and the Assistant County Manager shall work together to identify new potential applicants to the WDB with skillsets that compliment current Board members.

**IX. WIOA Fiscal Agent**

- A. The WIOA Fiscal Agent shall perform accounting and funds management for WIOA funding received.
- B. The Fiscal Agent shall exchange information with the WDB and BOS, as necessary.
- C. The Fiscal Agent shall provide the following financial services:
  1. Receive and disburse WIOA funds;
  2. Ensure sustained fiscal integrity and accountability for expenditure of funds in accordance with Office of Management and Budget (OMB) circulars, WIOA and corresponding federal regulations, and County and State policies;
  3. Comply with State and Federal requirements and timelines as defined by DES;
  4. Be subject to an annual audit by the Auditor of State as well as periodic monitoring by DES;
  5. Cooperate in any audit procedure, respond to financial audit findings, and provide corrective action plans when necessary;
  6. Maintain proper accounting records and adequate documentation;
  7. Prepare financial reports;
  8. Conduct financial monitoring of the fiscal activities of sub recipients, contractors, and service providers;
  9. Provide technical assistance to sub recipients regarding fiscal issues;
  10. Review, recommend, and monitor the WDB budget;
  11. Track and monitor the WDB receipts and expenditures in a separate Unit code;
  12. Track and monitor WIOA Title I service provider receipts and expenditures in a separate Unit Code;
    - a) Career Services and Youth Services shall be tracked separately by Program Code.
  13. Procure contracts or obtain written agreements on behalf of the WDB
    - a) Except for the One Stop Operator; and
  14. Appoint personnel to carry out the duties outlined above who will not be permitted to engage in policy or service delivery issues or Service Provider activities.
- D. The Fiscal Agent shall perform the following budgetary functions on behalf of the WDB:
  1. Under the guidance of the WDB, develop an annual budget by service type (Adult, Dislocated Worker, Youth, Rapid Response, and other types that may be identified by the WDB) that supports the strategic direction of the WDB.
  2. Present and seek approval from the WDB when service type budgets increase, decrease, or it is deemed appropriate to move budgeted monies between service types.

**X. WIOA Career Services**

- A. Those providing career services shall provide services in accordance with

WIOA.

1. The Career Service provider shall implement WDB policies and provide quarterly reports to the WDB on program service delivery, performance accountability, and continuous improvement.
2. Service providers shall propose the following for review, consideration, and approval of the WDB:
  - a) Priority populations;
  - b) Service targets;
  - c) Budget utilization;
  - d) Performance measures.
3. The person(s) responsible to carry out the duties of service provider will not be permitted to be appointed to complete the activities of the WIOA Fiscal Agent.
4. Provider of Services shall follow OMB Uniform guidance, County, State regulation, policy, law for procurement of required goods and services.

**XI. WDB Staff**

- A. Title 20 CFR 679.400 describes the WDB's authority to hire staff and the appropriate roles for the WDB staff as outlined in WIOA Section 107(f).
  1. Full costs for staff must be included in WDB Board budget submitted to and approved by the BOS.
  2. Maricopa County shall be the employer of record for the WDB staff.
  3. WDB staff shall be subject to the County's policies, procedures, and processes, including personnel policies and organizational oversight.
  4. The WDB Board delegates personnel management responsibilities of the WDB staff to the assigned assistant county manager, and the assigned assistant county manager will consult with the WDB on staffing decisions, as necessary.
  5. WDB staff shall be subject to Maricopa County's policies, procedures and processes regarding personnel, including but not limited to the confidentiality of personnel information.
  6. WDB staff shall not provide core, intensive, and training services or participate in the operation of the One-Stop centers, including the management of personnel providing these services.

**XII. Conflict resolution**

- A. Except as may otherwise be provided for by law, or otherwise specifically agreed upon to by the parties, any dispute not involving the question of law that is not resolved between the parties within a reasonable time shall be submitted to the following Maricopa County's dispute process:
  1. Disputes must be filed with the Maricopa County Ombudsman.
  2. The Ombudsman shall respond in writing to the dispute within fourteen (14) days.
  3. The parties may abide by the decision. If the conflict is not resolved, the Party shall submit in writing to the Ombudsman and the other Party within seven (7) days that a resolution has not been reached.
  4. If either party determines it must pursue formal mediation related to this agreement, either party may choose to contract with external mediation services. Note that contracted services would be at the contracting party's expense and would require following the usual processes for



procurement and budget approval.

- B. If the conflict is not resolved, it will be resolved as directed by the Governor's Office.

**XIII. Internal Controls, Conflict of Interest, and Firewalls**

- A. WDB members, County employees, service providers, training providers, One-Stop Operator, and other workforce system stakeholders will report any official conflict of interest to the Assistant County Manager.
- B. WDB members, staff, or vendors may not be involved in official votes, the hiring of staff, or the procurement of services in which they have a personal financial interest.
- C. Physical and electronic access will be limited to only the functions and responsibilities assigned to a specific WIOA role.

**XIV. Sunshine Provision**

- A. The WDB shall make available to the public, on a regular basis through electronic means and open meetings, information regarding the activities of the WDB, including information regarding the local plan prior to the submission of the plan, and regarding membership, the designation and certification of one-stop operators, and the award of grants or contracts to eligible providers of youth workforce investment activities, and, on request, minutes of formal meetings of the WDB.

**XV. WDB Bylaws**

To the extent there is a conflict between this Agreement and the Bylaws of the WDB, this Agreement controls.

**XVI. Notices**

- A. Notifications and communications concerning this Agreement shall be directed to the following:

Maricopa County Assistant County Manager  
301 W. Jefferson 9th Floor  
Phoenix AZ 85003

Maricopa County Workforce Development Board Executive Director  
Executive Director  
700 W. Jefferson St.  
Phoenix AZ 85007

Maricopa County Clerk of the Board of Supervisors:  
301 W. Jefferson 10th Floor  
Phoenix AZ 85003

**XVII. Conflict Waiver**

The Parties to this Agreement acknowledge that they are aware that the Civil Services Division of the Maricopa County Attorney's Office (Civil Division) may be chosen as the attorney for all of the Parties. The Parties acknowledge that they are aware of a potential conflict of interest, and waive any claim of conflict of interest, which may arise by virtue of Civil Division's representation of another Party to this Agreement.

*(Remainder intentionally left blank: Signatures to follow)*

IN WITNESS THEREOF, the Parties have signed this Agreement:

Approved By:  
MARICOPA COUNTY  
WORKFORCE DEVELOPMENT BOARD

Approved By:  
MARICOPA COUNTY

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Clint Hickman, Chairman, Board of  
Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attested to:

\_\_\_\_\_  
Fran McCarroll, Clerk, Board of Supervisors

\_\_\_\_\_  
Date

IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED DEPUTY COUNTY ATTORNEY, AND, IN ACCORDANCE WITH A.R.S. § 11-952, AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date

## Maricopa County Workforce Development Board Grievance Letter – Attachment 8

The Maricopa County Workforce Development Board wants DOL to be aware of the following items:

1. Per the workforce board bylaws the term of the Chair is a 2 year appointment.  
The Maricopa County Workforce Development Board has had 4 Board Chairs in the last 3 years. Three of which could not serve their full term due the Maricopa County Board of Supervisors taking the following actions:
  - A. Eliminating membership categories resulting in Chair removal
  - B. Redefined in-demand industries resulting in Chair to no longer qualify for membership
  - C. Exerted political force on Chair's employer resulting in Chair to have to resign effective immediately
2. The Maricopa County legal representative appointed to the Maricopa County Workforce Development Board also represents the Maricopa County Board of Supervisor making it difficult to avoid and resolve conflict of interest issues.
3. The Maricopa County Board of Supervisors repeatedly continues to subsume workforce board roles by approving and allocating WIOA funds in the form of Memorandums of Understanding with multiple, external entities that go beyond approved budgets and occurred without the awareness or approval of the workforce board.
4. The Maricopa County Board of Supervisor appointed Fiscal Agent, the Maricopa County Human Services Department, has refused to provide requested detailed financial reports after repeated requests from the Maricopa County board Chair, the Executive Committee and Youth Committee Chair making it difficult for the workforce board to perform mandated oversight functions.