

MINUTES OF PUBLIC MEETING OF THE MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD

Wednesday, May 27, 2020 – 9:30 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: Chris Tafoya (Ph.), Elizabeth “E” Cole (Ph), Gregg Ghelfi (Ph), Loren Granger (Ph.), Mark Lashinske (Ph), Matt McGuire (Ph.), Neal Dauphin (Ph), Shawn Hutchinson (Ph), Stan Chavira (Ph.), Tina Drews (Ph), Tom Jenkins (Ph), Vanessa Andersen (Ph)

Members Absent: Angie Ferguson, Charisse Ward, Julie Stiak, Mark Wagner

Call to Order

Chairman, Mark Lashinske, called the Maricopa County Workforce Development Board (MCWDB) meeting to order at 9:32 a.m.

Roll Call

MCWDB Liaison, Nancy Avina took roll. Quorum was present.

Welcome and Introductions

Chairman Lashinske, provided brief welcoming remarks, welcomed 3 new board members to the board and asked new board members to briefly introduce themselves. Loren Granger, Corporate Recruiter for Bank of America briefly introduced herself. Stan Chavira with UFCW introduced himself. Christopher Tafoya, Deputy Administrator for Title III with the State of Arizona introduced himself.

Chair Remarks

Chairman Lashinske, provided several opening remarks including, thanking staff for their work. He touched upon the roles and responsibilities of the Chairman and board; and expressed how critical it was for all to understand that the board’s focus is on governance, policies and procedures under WIOA requirements, State and Board of Supervisors; as well as, on the partnership with the Board of Supervisors regarding actions of the MCWDB and not get into the weeds of operation.

Consent Agenda-Action

Chairman Lashinske, asked for a motion to accept items on the consent agenda. Stan Chavira made a motion. Tom Jenkins seconded the motion.

Present on the phone in favor: Chris Tafoya (Ph.), Elizabeth “E” Cole (Ph), Gregg Ghelfi (Ph), Loren Granger (Ph.), Mark Lashinske (Ph), Matt McGuire (Ph.), Neal Dauphin (Ph), Shawn Hutchinson (Ph), Stan Chavira (Ph.), Tina Drews (Ph), Tom Jenkins (Ph), Vanessa Andersen (Ph)

Present on the phone opposed: None; Abstained/Did not vote: None. The motion carried.

Chairman Report

Chairman Lashinske, briefly touched upon working with legal regarding the shared governance agreement, career service agreement, MOU and other items governing the board, as well as with the Workforce Arizona Council and its committees. He expressed trying to get all documents finalized to present those to the Board and the Board of Supervisors, but how complex the process has been. In addition, Chairman Lashinske expressed options for emergency plans being available regarding emergency meetings/reviews.

Executive Director Report

Executive Director, Patricia Wallace provided a brief update and background on WIOA local area PY20 allocations, potential additional COVID-19 funds and the One Stop Operator Renewal for 2020-2021.

Presentation, Discussion and Possible Action: Career Service Provider East Valley Career Center Relocation Proposal*

Chairman Lashinske, requested discussion regarding the agenda item and expressed desire to not get into the weeds and have operations do the work. He expressed his preference of having operations come to the table with a suggestion and/or contract and having operations and the Executive Director of the board work with the appropriate parties to gather the information for the board, to be able to make decisions. Discussion and clarification was held on the objective and understanding, Chairman Lashinske clarified the intent. Board members had concerns regarding the upcoming lease expiration; Tom Colombo provided further clarification on the East Valley Career Center lease expiration (June 30, 2021) and the department that would assist (Maricopa Real Estate Department) to identify space/costs. Additional information was provided on current center capacity and partners. Chairman Lashinske clarified the operations of the Board – the Executive Director and staff will be working with the Maricopa Real Estate Department and bringing in Tom Colombo in as well. Board members requested title partners be involved in the relocation process.

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

Chairman Lashinske, informed legal is reviewing a few options to present to the Executive Committee and the Full Board through a special meeting.

Review, Discussion and Possible Action on WIOA waivers needed

Executive Director, Patricia Wallace provided a brief overview on the purpose of Waivers, and further informed that the State is not looking to pursue any Statewide waivers. The youth committee is looking at waivers needed/necessary locally and specific to youth. Research is currently being conducted to determine what providers currently need to allow maximum flexibility. 2 waivers are currently being investigated, the expectation is that at the next meeting a list of waivers will be solidified to determine what should be pushed forward for Maricopa County.

WIOA Budget 2021 Discussion

Chairman Lashinske, acknowledged and thanked Deputy Director, Jacqueline Edwards in assisting to understand government finances. He provided brief comment on the budgetary review in April. A 1st draft budget has been put together and submitted to Jacqueline for review and will then be presented to the Executive Committee and the Full Board. Chairman Lashinske briefly touched on several line items on a 6/1/2020 budget as a go forward plan on the additional funds that need to be spent.

Board Member Announcements

Chairman Lashinske opened the floor for board member announcements. None noted.

Call to the Public

Chairman Lashinske made a call for public comment. No public comments made.

Adjourn Full Board Meeting

Chairman Lashinske adjourned the meeting at 10:08 a.m.

**For additional information, contact MCWDB staff at: MCWDB@maricopa.gov*

MINUTES OF PUBLIC MEETING OF THE MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD

Wednesday, June 17, 2020 – 9:30 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: Angie Ferguson (Ph.), Bonnie Schirato (Ph.), Charisse Ward (Ph.), Chris Tafoya (Ph.), Collin Stewart (Ph.), Elizabeth “E” Cole (Ph), Gregg Ghelfi (Ph), Julie Stiak (Ph.), Loren Granger (Ph.), Mark Lashinske (Ph), Mark Wagner (Ph.), Matt McGuire (Ph.), Neal Dauphin (Ph.), Shawn Hutchinson (Ph), Stan Chavira (Ph.), Tina Drews (Ph), Tom Jenkins (Ph), Vanessa Andersen (Ph)

Members Absent: N/A

Call to Order

Chairman, Mark Lashinske, called the Maricopa County Workforce Development Board (MCWDB) meeting to order at 9:33 a.m.

Roll Call

MCWDB Liaison, Nancy Avina took roll. Quorum was present.

Chairman Remarks

Chairman Lashinske, provided several opening remarks regarding items to be accomplished and the work that has been conducted to date. Chairman provided reassurance that while the work continues, service will not be stopped and will continue.

Discussion and Possible Action: MCWDB Officer and Executive Committee Membership Election

Chairman Lashinske informed of desire to ask for a motion to have Vanessa Andersen become Vice-Chair, as Vice-Chair, Tom Jenkins is finishing his term. Tom Jenkins made a motion; the motion was seconded by Julie Stiak.

Discussion was held. Board Member, Gregg Ghelfi raised concerns regarding supporting documentation and motioning in a vacuum; Chairman Lashinske provided clarifying comments. Board Member, Shawn Hutchinson added additional clarifying comments on Mr. Ghelfi’s question, of a formal nomination process and have other interested parties be nominated to the position. MCWDB Liaison, Nancy Avina provided guidance based on the bylaws. Additional concerns were raised by Mr. Ghelfi on how officers are being elected. Chairman acknowledged concerns and expressed bylaws can be revised to ensure those changes are made.

Board member, Julie Stiak expressed openness to modifying/amending the motion, to open it up to others interested. Board Member, Matt McGuire suggested hearing from the candidate regarding availability for the role; Vanessa Andersen shared a few thoughts and indicated she is willing and able to serve as Vice-Chair. Further procedural clarification was sought from Legal representative, Andrea Cummings; clarification was provided.

Ms. Stiak restated her amendment and recommended to amend the motion to open the slate of the Vice-Chair to any other board member. Mr. Jenkins withdrew the previous motion and amended to what Ms. Stiak stated. Mr. Chairman asked for any nominations from the floor for the Vice-Chair position. Mr. Hutchinson, formally nominated Vanessa Andersen, to the position of Vice-Chair; Stan Chavira seconded to motion. No further discussion held.

In favor: Angie Ferguson (Ph.), Bonnie Schirato (Ph.), Charisse Ward (Ph.), Chris Tafoya (Ph.), Collin Stewart (Ph.), Elizabeth “E” Cole (Ph), Julie Stiak (Ph.), Loren Granger (Ph.), Mark Lashinske (Ph), Mark Wagner (Ph.), Shawn Hutchinson (Ph), Stan Chavira (Ph.), Tina Drews (Ph), Tom Jenkins (Ph)

Opposed: Matt McGuire (Ph.), Gregg Ghelfi (Ph) - due to not agreeing with the process.

Abstained: Vanessa Andersen (Ph)

The motion carried. Chairman Lashinske informed he will be reaching out to the board for interest in being on the executive committee, for the seat that will be Vacant by Vanessa Andersen. He additionally requested anyone interested to email WDB staff and/or the Chairman to create a slate and present it to the board. A clarifying question was asked in relation to who can apply for the additional seat on the Executive Committee. Clarification was provided by Ms. Cummings and Ms. Avina.

Discussion and Possible Action: Amend Quality Workforce Workgroup Recommendations Action Taken

Chairman Lashinske, provided background information on a motion previously made regarding the 83 in-demand occupations and informed of a potential amendment need, due to concerns brought forth of not serving those with interests outside of the 83 in-demand occupations. Chairman opened up the floor for additional input. Chairman Lashinske referenced the meeting minutes from March 25th and summarized the motion and asked for an amendment of the motion of only funding 83 in-demand occupations. Ms. Andersen informed it was reasonable to allow flexibility for other occupations provided that the provider can justify the expense. Mr. McGuire shared comments on his recollection and inquired on the process for funding future occupations. Chairman Lashinske provided clarification on the process. Mr. McGuire informed he was supportive of amending so long as oversight and appropriate governance processes were in place.

Mr. McGuire stated he was happy to amend the motion based on the discussion. Shawn Hutchinson seconded the motion. Additional comments made regarding receiving more back up information on agenda items. Chairman Lashinske provided comment. Ms. Andersen provided additional comment regarding the purpose of selecting 83 in-demand occupations and being intentional; and requested a monthly report regarding additional occupations/needs regarding market needs and where the funding is going. Additional comments regarding an established process were added.

In favor: Angie Ferguson (Ph.), Bonnie Schirato (Ph.), Charisse Ward (Ph.), Chris Tafoya (Ph.), Collin Stewart (Ph.), Elizabeth "E" Cole (Ph), Julie Stiak (Ph.), Loren Granger (Ph.), Mark Lashinske (Ph), Mark Wagner (Ph.), Shawn Hutchinson (Ph), Stan Chavira (Ph.), Tina Drews (Ph), Tom Jenkins (Ph), Matt McGuire (Ph.), Gregg Ghelfi (Ph), Vanessa Andersen (Ph)

Opposed: none

Motion carried.

Review, Discussion and Possible Action: Shared Governance Agreement (SGA)

Chairman Lashinske informed of work done on the shared governance agreement. He thanked Emily Craiger, Andrea Cummings and Lee Ann Bohn for their work towards the finalization of the SGA. The next step will be to submit the document to DES with the changes made for approval and then forward to the board of supervisors for action. Chairman opened the floor for discussion.

Elizabeth E. Cole requested a second opinion from the State Workforce Council and/or from DOL regarding youth services and the youth committee under 20 CFR 681.400 and referenced TEGL WIOA 21-16. Chairman Lashinske requested Attorney, Ms. Cummings touch base with MCWDB staff and/or Board Member, Elizabeth E. Cole to get the references mentioned and; to research the information mentioned and provide council. Additional clarification was asked regarding the next steps in the process. Chairman Lashinske, provided clarification on the process.

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

Chairman Lashinske, informed of meeting with the core partners on the memorandum of understanding and infrastructure funding agreement. The documents are being revised with staff and signed and will be provided once it is in place for review. Mr. Hutchinson confirmed no action was needed and this was an update on the continuance of work; Mr. Lashinske confirmed. Christopher Tafoya inquired regarding revised documents; Executive Director, Patricia Wallace informed the documents are still in process of being updated.

Review, Discussion and Possible Action: Bylaws

Chairman Lashinske, provided an update on the status of the bylaws and informed on revisions. Mr. Hutchinson informed of need to address vacancies and officer decisions and should have full board input. Mr. Lashinske

agreed and discussed putting together a bylaw committee and/or have Ms. Bohn revise the bylaw election process. Chairman Lashinske committed to discussing with the Executive Committee to put a standing team for the bylaws before submitting to the board.

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

Chairman Lashinske, provided a brief update as received by Fiscal Agent, Jacqueline Edwards on the revised budget which includes additional staff. Ms. Edwards provided brief comment on the set up of the budget and informed the only portion that would need approval from the board of supervisors is the WDB portion. Discussion and clarification held; Ms. Edwards provided clarification.

Several board members expressed confusion regarding all WIOA funds and allocations – it is interpreted the MCWDB is responsible for the total WIOA allocation. Ms. Cummings explained the MCWDB proposes and the Board of Supervisor approves the proposal; Ms. Edwards provided additional clarification on board budget vs. service provision budget. Several board members requested, additional guidance was requested from Department of labor.

Review, Discussion and Possible Action: Career Service Provider Agreement

Chairman Lashinske, provided a brief update on the Career Service provider agreement, final copy has been submitted to the Chairman and once reviewed it will be sent out for Full board review. Mr. Hutchinson touched upon stipulations and expressed concerns regarding the length of agreement, he expressed the need for a longer agreement with severability and termination clauses, protecting both parties. He further expressed concerns regarding the need to provide assurances for front line staff and continuance of services. Chairman Lashinske, thanked Mr. Hutchinson for his comments and informed he would obtain something in writing ensuring the continuance of services.

Review, Discussion and Possible Action: Staff Positions and Organizational Chart

Chairman Lashinske, provided a brief update and informed of a revised organizational chart to align with the shared governance agreement revisions. Ms. Cole shared confusion regarding the DOL Audit report and how anything has changed.

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

Chairman Lashinske, opened up the floor to Executive Director, Patricia Wallace for an update. Ms. Wallace informed of continuing to obtain and gather information about possibilities, needs and processes to ensure success. Chairman Lashinske requested a formal timeline/chart to be put together by the next full board meeting for the board to review.

Review, Discussion and Possible Action: Maricopa County Local Area Plan

Executive Director, Ms. Wallace provided an update on the Local Area plan and guidance received from the state. Insight and an extended timeline was requested from the DES to potentially submit the plan at a later time per the workload of the board. Chairman Lashinske asked clarifying questions on board involvement; Ms. Wallace provided insight and recommended a potential sub-committee to provide input. Mr. Hutchinson inquired regarding the meaning of excluding City of Phoenix; Ms. Wallace provided clarification and informed it is tied to local area distinction/boundaries. Ms. Cole provided additional comments regarding a WIOA no wrong door approach and also expressed interest from the youth committee in participating on a sub-committee

Review, Discussion and Possible Action on WIOA waivers needed

Executive Director, Ms. Wallace provided a brief update on WIOA waivers and informed no additional waivers were not going to be sought at this time. Ms. Wallace informed waivers can be resurfaced if needed in the future.

Board Member, Ms. Andersen, requested DOL guidance on item 11 on the org. chart.

Call to the Public

Chairman Lashinske made a call for public comment. Mr. Hutchinson congratulated Vanessa Andersen on her nomination and election to the Vice-Chairmanship and welcomed new MCWBDB members. MCWDB Liaison, Ms. Avina reminded board members of potential additional meetings needed, given pending items.

Adjourn Full Board Meeting

Chairman Lashinske, welcomed new MCWDB members and acknowledged and thanked Mr. Tom Jenkins for his service. Ms. Cole also acknowledged Julie Stiak and Angie Ferguson as this was also their last meeting.

Chairman Lashinske adjourned the meeting at 11:09 a.m.

**For additional information, contact MCWDB staff at: MCWDB@maricopa.gov*



MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD

Consent Agenda Committee and Workgroup Report

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

Report Type: Executive Director Report

Reporting Period: 5/1/2020 – 5/31/2020

Provide a brief summary, including highlights: During this reported timeframe staff assisted the MCWDB in addressing and taking appropriate action on the following matters: Planning and meeting support to the regular Executive, Full Board and Youth committee meetings. Monthly meetings held with MCWDB Chair, Youth Committee Chair, City of Phoenix WDB Executive Director, One Stop Operator (OSO), Fiscal Agent and Career Services Provider resulting in progress/performance updates. Additional meetings/activities included meeting with Andrea Cummings (appointed legal counsel), finalizing OSO contract renewal preparation with Maricopa County Office of Procurement, State/Local Board Director and Chair meetings, State Business Services calls, AZ Workforce Association funding allocation and performance negotiation call, Phoenix Workforce Development Board meeting, State ARIZONA@WORK call, Statistical Adjustment Model (SAM) Performance call and ARIZONA@WORK Maricopa County Partner meetings facilitated by the OSO. Board orientation/onboarding was completed for the following new members: Matt McGuire, Loren Granger, Stan Chavira and Chris Tafoya.

Describe actions taken: See above narrative.

Describe upcoming actions and/or activities: In June MCWDB staff will provide planning/support to the Full Board, Executive Committee and Youth Committee meetings, monthly progress meetings with WDB Chairman, Youth Committee Chair, City of Phoenix WDB Executive Director, One Stop Operator, Fiscal Agent, Career Service Provider, Maricopa Community College District Office, Performance Excellence/Quality Workforce Committee meetings, DES provided ETPL Technical Assistance Phoenix Workforce Development Board meeting, State/Board Directors in response to COVID-19, Statewide Business Services calls as well as Arizona Workforce Association and new board member onboarding for Collin Stewart. The MCWDB will continue to distribute/respond to MCWDB recruitment materials.

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mcwdb@maricopa.gov



MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD

Consent Agenda Committee and Workgroup Report

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

Report Type: Executive Director Report

Reporting Period: 6/1/2020 – 6/30/2020

Provide a brief summary, including highlights: During this reported timeframe staff assisted the MCWDB in addressing and taking appropriate action on the following matters: Planning, meeting support and documentation preparation for regular Executive, Full Board and Youth committee meetings. Monthly meetings held with MCWDB Chair, Youth Committee Chair, City of Phoenix WDB Executive Director, One Stop Operator (OSO), Fiscal Agent and Career Services Provider resulting in progress/performance updates. Additional meetings/activities included meeting with Maricopa County, legal counsel, State/Local Board Director and Chair meetings, State Business Services calls, AZ Workforce Association, Phoenix Workforce Development Board Executive Committee meeting, DES provided ETPL Technical Assistance session, Performance Excellence/Quality Workforce Committee meetings, Maricopa Community Colleges District ETPL coordination and ARIZONA@WORK Maricopa County Partner meetings facilitated by the OSO. Board orientation/onboarding completed with Collin Stewart.

Describe actions taken: See above narrative.

Describe upcoming actions and/or activities: In July MCWDB staff will provide planning/support to the Full Board, Executive Committee and Youth Committee meetings, monthly progress meetings with WDB Chairman, Youth Committee Chair, City of Phoenix WDB Executive Director, One Stop Operator, Fiscal Agent, Career Service Provider, State/Board Directors in response to COVID-19, Statewide Business Services calls, Phoenix WDB meeting, WAC Strategic Partnerships & Communication meeting, AWA Planning meeting, Maricopa County Human Resources relative to the Management Analyst recruitment. New board member orientation/onboarding for Bonnie Schirato. The MCWDB will continue to distribute/respond to MCWDB recruitment materials.

*Remember to attach this document to your email. Submit questions to staff via email at:
mcwdb@maricopa.gov



MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD

Consent Agenda Committee and Workgroup Report

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

Report Type: Other

Reporting Period: 06-01-2020 – 06-30-2020

Provide a brief summary, including highlights:

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

Describe actions taken:

FACILITATE INTEGRATED SERVICE DELIVERY (ISD) KEY DELIVERABLES & ACHIEVEMENT

06.09.2020 Collaboration Group's Bi-Monthly Session

- INFORMED PROGRAM PARTNER'S ABOUT:
 - o Upcoming free webinar - Introduction: Credential Attainment Decision Tree Tool and Credential Attainment Cohort Capstone Webinar
 - o Site housing free resources for Summer Jobs for Youth
- SHARED WITH GROUP AND PERFORMED A DEMONSTRATION OF:
 - o PartnerLink's NEW FEATURE the ARIZONA@WORK Maricopa County Customer Referral Request Implementation Dash
 - o Detailed review of the Customer Referral Request's Trial Plan to test usability
 - o Explained and reviewed the two user surveys detailed on the trial plan
 - o Reviewed expected participants and role detailed on the trial plan
 - o Informed Program Partner's the OSO will manage intake for all customer referral requests during the trial.
 - o Informed Program Partner's that the OSO will inform Program Partners daily by

- sending a report indicating NEW, OPEN and COMPLETED customer referral requests
- Detailed the expected timelines and outcomes of all deliverables and tasks listed on the trial plan

06.24.2020 Collaboration Group's Bi-Monthly Session

– INFORMED PROGRAM PARTNER'S:

- Virtual session was cancelled to ask Program Partners to use the time scheduled to perform the following action items detailed on the Customer Referral Request System Trial (Usability) Testing Plan:
 - If workable, submit a min of one customer referral request to another program
 - Complete the User Experience Survey A "Submitting a Customer Referral Request"
 - Download the "Customer Referral Request Program Partner Internal Process Worksheet" and document your program's step-by-step process for Acknowledging; Assigning and Completing a Customer Referral Request (DEADLINE 07.06.2020):
- Requested Program Partners' to inform us if the Customer Referral Request system does not align or meet the needs of your program by sending a communication stating:
 - WHY THIS SYSTEM DOES NOT ALIGN OR MEET THE NEEDS OF YOUR PROGRAM (ex: staff capacity, not user friendly, duplicated process or system, etc.), including any suggestions or updates.
 - Informed Program Partners that OSO will reach out to schedule a time to discuss this matter with them in more detail.
- OSO is extending time-frame to manage intake and daily reporting for the customer referral request system. This action was set to expire Friday 06.26.2020, no new expiration date has been determined at this time.
- The following updates coming soon to the virtual collaboration site PartnerLink:
 - Effective July 01, the seven new TITLE II Adult Education Program Partners will be added to the Program & Services plus the Customer Referral Request dashboard pages.
- Updating TITLE IV VOC REHAB'S Program & Services plus the Customer Referral Request dashboard pages, however the customer referral request form accessible via PartnerLink will be the AZ DES VR customer referral form available now on AZ DES site.
- New site providing links to resources for Youth on workforce development, education, supportive services, virtual engagement strategies and training.

- New Credential Attainment Resource page providing technical assistance directly relating to credentials and the credential attainment performance indicator in particular.
- OSO'S CALLED TO ACTION PROGRAM PARTNERS:
 - Seeking to consolidate and expand programs & services to refer customers by adding TABE TESTING REFERRAL PROCESS; TAA MANDATED REFERRAL PROCESS and AZ DES DVOP PROGRAM AND PARTNERS and requested Program Partner's to share with us the best person to reach out to about these actions.

WORKING COLLABORATIVELY KEY DELIVERABLES & ACHIEVEMENTS

- City of Phoenix OSO discussion - Discussed opportunity to utilize the Google Forms across both platforms
- Tracked Customer Referral Request intake for core WIOA programs participating in the Customer Referral Request trial and sent out daily report.

LIAISON TO MCWDB/OSO REQUIREMENTS KEY DELIVERABLES & ACHIEVEMENTS

- Collected Q3 program performance data from all core WIOA programs including customer success stories

INNOVATIVE TECHNOLOGY KEY DELIVERABLES & ACHIEVEMENTS

- Designed and launched the following items available via the virtual collaboration site PartnerLink:
 - ARIZONA@WORK Maricopa County Workforce Programs Customer Referral Request System Implementation Dashboard page
 - Customer Referral Request System Trial Testing Workflow Diagram
 - Trial Plan copy attached to report
 - Revised the PY 2019-2020 Customer Referral Request Form (Responses) Database sheet for program participating in trial
 - Designed a worksheet for Program Partners to document their program's customer referral request internal process
 - Created a User Experience Survey A "Submitting a Customer Referral Request"
 - Created a User Experience Survey B "Processing a Customer Referral Request"
 - Created a Trial Testing Log sheet for Program Partners to document issues or feedback not captured in surveys
 - Created temporary customer referral request shared folders per program to save a copy

of the customer referral request for Program Partners to download and save to a customer's record.

- Click to view <https://sites.google.com/view/maricopapartnerdash/customer-referrals/r-implementation>
- Designed, launched and updated the following items on MCWDB's WIOA Programs Performance Reporting Dash virtual site:
 - Updated all Q3 data for the core WIOA programs including TITLE I-B Business Service program and FY 2020 Quarterly WDD Budgets and Expenditures
 - Designed and developed a new page on dash called Maricopa County's Workforce Programs Quarterly Success Stories
 - Uploaded Q3 workforce program quarterly success stores to new page and developed a template

DESCRIBE UPCOMING ACTIONS AND/OR ACTIVITIES:

Goals and deliverables planned for the remainder of the program year are to continue to assess how service delivery and the customer experience are to be best managed in an all-virtual world, to address gaps or needs that improve or enhance service delivery and the customer experience. Manage intake for the customer referral request system in preparation for a system-wide rollout. Continue efforts to collaborate with City of Phoenix in developing compatible referral systems.

*Remember to attach this document to your email. Submit questions to staff via email at: mcwdb@maricopa.gov

WIOA Program Allocations by County Fiscal Year

PY18/FY19 04/01/2018-06/30/2020					County FY2020					PY19/FY20 04/01/2019-06/30/2021					County FY2021				
County FY2019					County FY2020					County FY2020					County FY2021				
Year 1 Funding Program	Allocation	YTD FY19	Balance Remaining	% Spent YTD	Year 2 Funding Program	Allocation	YTD FY20 AS OF 06/30/2020	Balance Remaining	% Spent YTD	Year 1 Funding Program	Allocation	YTD FY20 AS OF 06/30/2020	Balance Remaining	% Spent YTD	Year 2 Funding Program	Allocation	YTD FY21	Balance Remaining	% Spent YTD
WDFYADADMN	334,456	10,689	323,767	3%	WDFYADADMN	323,767	323,767	0	100%	WDFYADADMN	186,194	-	186,194	0%	WDFYADADMN	186,194	-	186,194	0%
WDPYADADMN	62,815	203	62,612	0%	WDPYADADMN	62,612	62,612	-	100%	WDPYADADMN	35,028	-	35,028	0%	WDPYADADMN	35,028	-	35,028	0%
WDFYDWADMN	437,009	11,868	425,141	3%	WDFYDWADMN	425,141	425,141	(0)	100%	WDFYDWADMN	271,216	-	271,216	0%	WDFYDWADMN	271,216	-	271,216	0%
WDPYDWADMN	91,982	-	91,982	0%	WDPYDWADMN	91,982	91,982	-	100%	WDPYDWADMN	57,204	-	57,204	0%	WDPYDWADMN	57,204	-	57,204	0%
WDPYTHADM	429,389	350,878	78,511	82%	WDPYTHADM	78,511	78,511	-	100%	WDPYTHADM	242,348	225,189	17,159	93%	WDPYTHADM	242,348	-	242,348	0%
WDFYADULT	6,785,858	746,291	6,039,567	11%	WDFYADULT	6,039,567	5,963,100	76,467	99%	WDFYADULT	1,675,740	658,842	1,016,897	39%	WDFYADULT	1,675,740	-	1,675,740	0%
WDPYADULT	1,393,178	2,045	1,391,133	0%	WDPYADULT	1,391,133	1,375,580	15,553	99%	WDPYADULT	315,249	-	315,249	0%	WDPYADULT	315,249	-	315,249	0%
WDFYDISWRK	157,323	41,807	115,516	27%	WDFYDISWRK	115,516	113,950	1,566	99%	WDFYDISWRK	2,440,940	18,627	2,422,313	1%	WDFYDISWRK	2,440,940	-	2,440,940	0%
WDPYDISWRK	-	-	-	0%	WDPYDISWRK	-	-	-	0%	WDPYDISWRK	514,831	-	514,831	0%	WDPYDISWRK	514,831	-	514,831	0%
WDFYRPDRSP	522,625	54,853	467,772	10%	WDFYRPDRSP	467,772	458,632	9,140	98%	WDFYRPDRSP	325,459	20,744	304,715	6%	WDFYRPDRSP	325,459	-	325,459	0%
WDPYRPDRSP	110,379	-	110,379	0%	WDPYRPDRSP	110,379	109,029	1,350	99%	WDPYRPDRSP	68,644	-	68,644	0%	WDPYRPDRSP	68,644	-	68,644	0%
WDPYTHPRO	3,864,500	234,437	3,630,063	6%	WDPYTHPRO	3,630,063	3,446,592	183,471	95%	WDPYTHPRO	2,181,127	939,642	1,241,485	43%	WDPYTHPRO	2,181,127	-	2,181,127	0%
Total	14,189,514	1,453,071	12,736,443	10%	Total	12,736,443	12,448,895	287,548	98%	Total	8,313,976	1,863,044	6,450,932	22%	Total	8,313,976	-	8,313,976	0%
Roll Up					Roll Up					Roll Up					Roll Up				
ADULT	8,576,307	759,228	7,817,079	9%	ADULT	7,817,079	7,725,058	92,021	99%	ADULT	2,212,210	658,842	1,553,367	30%	ADULT	2,212,210	-	2,212,210	0%
Personnel					Personnel		3,356,740		43%	Personnel		323,311			Personnel				
Supplies					Supplies		47,515		1%	Supplies		3,339			Supplies				
Services					Services		4,282,430		55%	Services		332,193			Services				
Capital					Capital		38,373		0%	Capital					Capital				
DW	686,314	53,675	632,639	8%	DW	632,639	631,073	1,566	100%	DW	3,284,190	18,627	3,265,563	1%	DW	3,284,190	-	3,284,190	0%
Personnel					Personnel		599,940		95%	Personnel		14,671			Personnel				
Supplies					Supplies		(11,723)		-2%	Supplies		15			Supplies				
Services					Services		41,909		7%	Services		3,941			Services				
Capital					Capital		947		0%	Capital					Capital				
YOUTH	4,293,889	585,315	3,708,574	14%	YOUTH	3,708,574	3,525,103	183,471	95%	YOUTH	2,423,475	1,164,831	1,258,643	48%	YOUTH	2,423,475	-	2,423,475	0%
Personnel					Personnel		1,037,755		28%	Personnel		667,225			Personnel				
Supplies					Supplies		15,232		0%	Supplies		5,463			Supplies				
Services					Services		2,464,538		66%	Services		492,143			Services				
Capital					Capital		7,580		0%	Capital					Capital				
RR	633,004	54,853	578,151	9%	RR	578,151	567,660	10,491	98%	RR	394,103	20,744	373,359	5%	RR	394,103	-	394,103	0%
Personnel					Personnel		480,103		83%	Personnel		19,709			Personnel				
Supplies					Supplies		4,331		1%	Supplies					Supplies				
Services					Services		82,753		14%	Services		1,034			Services				
Capital					Capital		474		0%	Capital					Capital				
Total	14,189,514	1,453,071	12,736,443	10%	Total	12,736,443	12,448,895	287,548	98%	Total	8,313,976	1,863,044	6,450,932	22%	Total	8,313,976	-	8,313,976	0%



**WORKFORCE DEVELOPMENT BOARD
BUDGET FY 2020
YTD JUNE 2020
UNIT 2250**

WDB-FY20	BUDGET	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUN YTD EXPENDED	FORECAST	BALANCE	YTD % EXPENDED
TOTAL COSTS	633,169	25,705	42,706	32,143	48,411	47,756	45,214	51,382	53,698	38,976	25,192	52,774	70,940	534,897	534,897	98,272	84%
Fund - 222	BUDGET	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUN YTD EXPENDED	FORECAST	BALANCE	YTD % EXPENDED
PERSONNEL																	
REGULAR SALARIES	218,698	16,694	16,694	16,694	16,694	16,694	25,042	16,694	16,694	16,694	15,907	16,726	11,150	202,380	202,380	16,318	93%
TAXES	16,732	1,196	1,196	1,196	1,196	1,196	1,835	1,196	1,185	1,185	1,133	1,204	780	14,499	14,499	2,233	87%
RETIREMENT	26,486	2,022	2,022	2,022	2,022	2,022	3,033	2,022	2,022	2,022	1,686	2,025	1,350	24,268	24,268	2,218	92%
MEDICAL	35,568	2,964	2,964	2,964	2,964	2,964	2,964	2,964	2,964	2,964	1,976	1,976	1,976	32,604	32,604	2,964	92%
INDIRECT COSTS	66,239	2,761	7,633	4,886	5,093	5,093	7,313	5,093	5,091	5,091	4,611	4,884	3,402	60,952	60,952	5,287	92%
UNEMPLOYMENT & WORKERS' COMP	891	67	67	67	67	67	67	67	67	67	67	67	67	807	807	83	91%
TUITION REIMBURSEMENT	-	-	-	-	-	-	2,205	-	453	-	-	2,502	-	5,160	5,160	(5,160)	0%
TOTAL PERSONNEL	364,614	25,705	30,576	27,830	28,037	28,037	42,458	28,037	28,476	28,023	25,380	29,384	18,726	340,670	340,670	23,944	93%
SUPPLIES																	
OFFICE SUPPLIES	2,300	-	-	235	-	-	-	-	118	100	-	-	-	454	454	1,846	20%
POSTAGE	-	-	1	-	-	7	-	-	-	-	-	-	-	8	8	(8)	0%
PRINTING (COPIER)	-	-	-	-	-	-	-	1,626	-	-	-	-	4,194	5,820	5,820	(5,820)	0%
PARKING STICKERS/GARAGE	200	-	4	-	164	-	-	-	-	-	-	-	-	168	168	32	84%
CELL PHONES	1,500	-	-	-	306	146	146	152	128	-	66	115	77	1,134	1,134	366	76%
FOOD SUPPLIES	1,000	-	-	-	-	-	-	-	21	-	-	-	-	21	21	979	2%
TOTAL SUPPLIES	5,000	-	5	235	469	153	146	1,778	267	100	66	115	4,271	7,605	7,605	(2,605)	152%
TRAVEL & TRAINING																	
TRAVEL	24,000	-	-	2,153	394	430	2,609	1,076	-	10,853	(255)	-	(255)	17,007	17,007	6,993	71%
TOTAL TRAVEL	24,000	-	-	2,153	394	430	2,609	1,076	-	10,853	(255)	-	(255)	17,007	17,007	6,993	71%
CONTRACTS & SERVICES																	
ONE STOP OPERATOR	198,619	-	9,480	-	11,511	18,136	-	20,491	24,955	-	-	23,044	45,568	153,185	153,185	45,434	77%
WIOA NETWORK SERVICES	7,186	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,186	0%
STRATEGIC PLANNING	33,750	-	-	-	8,000	-	-	-	-	-	-	-	-	8,000	8,000	25,750	24%
ASSOCIATION/MEMBERSHIPS	-	-	2,644	1,925	-	1,000	-	-	-	-	-	232	2,629	8,430	8,430	(8,430)	0%
TOTAL SERVICES	239,555	-	12,124	1,925	19,511	19,136	-	20,491	24,955	-	-	23,276	48,198	169,616	169,616	69,939	71%
TOTAL COSTS	633,169	25,705	42,706	32,143	48,411	47,756	45,214	51,382	53,698	38,976	25,192	52,774	70,940	463,957	534,897	98,272	73%



ARIZONA @ WORK™
MARICOPA COUNTY

MCWDB QUARTERLY REPORT FY20

Program Year 2019-2020
Quarter IV
April 1, 2020 - June 30, 2020

Contents

Summary of Progress on Goals - 03

Activities/Actions on MCWDB Required Roles - 04

Anticipated Activities - 07





SUMMARY OF PROGRESS ON MCWDB GOALS

WIOA's Vision:

The workforce system to be characterized by three critical hallmarks of excellence:

1. The needs of business and workers drive workforce solutions;
2. Job Centers provide excellent customer service to jobseekers and employers and focus on continuous improvement; and
3. The workforce system supports strong regional economies and plays an active role in community and workforce development.

Across the system, continuous improvement is supported through evaluation, accountability, identification of best practices, and data driven decision making.

The MCWDB is committed to achieving this vision and ensuring the Maricopa County workforce system empowers job seekers to meet the needs of businesses in Arizona.

Quarter IV:

During Quarter IV, the MCWDB continued its focus of achieving compliance of the Maricopa County workforce development local area through:

- Working to resolve outstanding conflict of interest issues indicated in the Department of Labor Audit Report,
- Ensuring agreements such as, the shared governance agreement, career services agreement, bylaws, etc. represent all parties interests,
- Increasing direct communication with the Board of Supervisors, legal representatives, county leadership and State stakeholders; and
- Continued to elevate unresolved compliance issues in efforts to obtain a prompt resolution and ensure re-certification of the MCWDB.

In addition, the MCWDB approved an additional year extension of the One Stop Operator, MAXIMUS INC. for the year 2020-2021 to ensure the continuance and progress of their important systemic work; and welcomed several new board members.

A warm Welcome to our New Board Members!



Activities on MCWDB Required Roles



STRATEGIC FUNCTIONS



Workforce Research and Regional Labor Market Analysis



Negotiation of Local Performance Accountability Measures

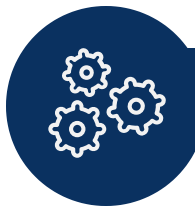


Budget and Administration



Career Pathways Development

- Conducted monthly MCWDB budget financial reviews with Fiscal Agent to ensure open communication and proper management of WIOA funds.
- Conducted monthly meetings with City of Phoenix WDB Leadership to discuss regionalism and alignment.
- Conducted best practice workforce research
- Continued collaboration with all workforce development local areas and state stakeholders to ensure compliance.
- Worked with the Fiscal Agent to review possible revisions to FY21 MCWDB Budget to expand the work of the MCWDB.
- Received and reviewed a Quarterly Title IB report to gauge quarterly local performance.



SYSTEM CAPACITY BUILDING



Proven and Promising Practices



Convening, Brokering, Leveraging Local Stakeholders



Employer Engagement

- Review of workforce development board national best practices and trends for MCWDB structure.
- Ongoing efforts to solicit and refer potential board member candidates to the Board of Supervisors based on vacancies.
- Working with various State and Local stakeholders to respond to the Department of Labor Audit and conduct best practice research to ensure the proper firewalls and structure are in place to reach board certification and full compliance with WIOA.



SYSTEM ALIGNMENT & EFFECTIVE OPERATIONS



Technology



Coordination with Education Providers



Program Oversight



Accessibility for individuals with Disabilities



Selection of Operator and Providers

- Keeping abreast of technology initiatives.
- Ongoing meetings with Career Service provider to ensure system and program oversight, alignment; and open and transparent communication.
- Continued oversight on One Stop Operator deliverables.
- Renewal of the One Stop Operator for 2020 - 2021.
- Ensuring proper measures and reporting are taking place operationally during COVID-19 pandemic.

One Stop Operator Progress and Workforce System Performance Reporting



- Completed revisions to the integrated service delivery plan for referrals process map and customer referral service request.
- Development of Google forms to replace current customer intake forms provided.
- Development of customer entry point processes.
- Finalized ETPL Assessment of the MCWDB priority industry sectors and target occupations.
- Continued partner coordination including with AZ Coalition of military families.
- Completed program partner dashboards and referral portals by location.
- Initiated testing phase for customer referrals.
- Created performance platform to report Workforce System quarterly performance: <https://sites.google.com/view/mcwdbperformancedash/program-dash>

MCWDB Anticipated Activities

In the upcoming quarters, the MCWDB with the support of their staff will continue to focus on compliance of the local area, outcome and performance to ensure resources are being maximized, the required 13 functions of the MCWDB and the goals of the finalized strategic plan.

MCWDB Activities include, but are not limited to:

- Board Member Engagement
- Solution to the Department of Labor Audit
- Final revisions to the Shared Governance Agreement, Bylaws and Career Service Agreement
- Continued MCWDB Policy Development
- Planning and Revisions to the Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA)
- Revisions to the Local Area Plan
- Planning and Development of a Request for Proposal for a 2021 One Stop Operator
- Strategic Plan Goals implementation and Relaunch of Strategic Workgroups
- Contract Evaluations of Metrics and Performance
- Continued Management of the One Stop Operator
- Oversight of Workforce Development System Activities
- Annual Board of Supervisors Briefing and Improvement of Ongoing Communication

Supporting the Mission

To provide regional leadership and fiscally responsible, necessary public services so that residents can enjoy living in a healthy and safe community.

Maricopa
County



CONTACT US

MARICOPA COUNTY WORKFORCE
DEVELOPMENT BOARD

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Phoenix, AZ 85007
(602) 506-4146
MCWDB@maricopa.com
<https://www.arizonaatwork.com/maricopa-county/local-board-maricopa>



2020-2021 Maricopa County Workforce Development Board Membership

Total Current Seats: 19

Seats Occupied: 15

Seats Vacant: 4

Business, at least 51% Per Section 107 (b)(2)(A) & Bylaws Article VI, Section 1 (F)(1)(2)(3)(4)								#	%	Ideal
Name	Affiliation	Title	Membership (Small Business at least 2)	Term End	Other/Notes					
1 Mark Wagner	The Hartford	Vice President of Learning	Insurance and Financial Services	6/30/2021		8	42%	51%		
2 Mark Lashinske (Chairman)	Modern Industries	VP of New Product Development	Manufacturing, Aerospace & Defense	6/30/2021						
3 Vanessa Andersen	Rummel Construction, Inc.	Human Resources Manager	Construction	6/30/2021						
4 Neal Dauphin	Contracted Driver Services	Director of Sales	Transportation	6/30/2022						
5 Bonnie Schirato	Tivity Healthcare	Chief People & Culture Officer	Healthcare	6/30/2023						
6 Collin Stewart	Stewart Transportation	President	Small Business	6/30/2023						
7 Loren Granger	Bank of America	AVP Corporate Recruiter	Business	6/30/2023						
8 Matthew Mcguire	Arizona Healthcare Collaborative/ Dignity Health	Executive Director	Healthcare	6/30/2023						
9 Vacant			Small Business		Vacant as of 07/01/2020					
10 Vacant					Vacant as of 07/01/2020					

Workforce, at least 20% Per Section 107 (b)(2)(B) & Bylaws Article VI, Section 1 (G)(1)(2)(3)(4)								#	%	Ideal
Name	Affiliation	Title	Membership	Term End	Other/Notes					
1 Shawn Hutchinson	Phoenix Electrical JATC	Apprenticeship Program Director	Labor Organization	6/30/2022		3	16%	20%		
2 Stan Chavira	United Food & Commercial Workers - Local 99	Secretary-Treasurer	Labor Organization	6/20/2023						
3 Tina Drews	Salt River Project	Director, Talent Management	Apprenticeship	6/30/2022						
4 Vacant			Community Based Organization	6/30/2021	Vacant as of 05/06/2020					

Education & Training, Per Section 107 (b)(2)(C) & Bylaws Article VI, Section 1 (H)(1)(2)(3)(4)(5)								#	%	Ideal
Name	Affiliation	Title	Membership	Term End	Other/Notes					
1 Elizabeth Cole	Rio Salado College	Program Director - Outreach and Partnerships	Core Partner - Adult Education & Literacy - Title II	6/30/2021		1	5%			
2 Vacant			Higher Education		Vacant as of 07/01/2020					

Governmental, Economic, and Community Development, Per Section 107 (b)(2)(D) & Bylaws Article VI, Section 1 (I)(1)(2)(3)(4) and (J)								#	%	Ideal
Name	Affiliation	Title	Membership	Term End	Other/Notes					
1 Chris Tafoya	AZ DES Administration	Deputy Administrator	Core Partner - ES Wagner-Peyser Act - Title III	6/30/2021		3	16%			
2 Charisse Ward	AZ DES Vocational Rehabilitation	VR Unit Supervisor	Core Partner - Vocational Rehabilitation - Title IV	6/30/2021						
3 Gregg Ghelfi	Maricopa County IDA	Business Development Officer	Economic and Community Development	6/30/2023						

*Quorum 11

Current Seats Occupied	15
Total Seats	19

A proud partner of the americanjobcenter network

Equal Opportunity Employer / Program. Auxiliary aids and services are available upon request to individuals with disabilities.

Arizona@Work: Maricopa County products and services are made available through federal funding provided by the Workforce Innovation and Opportunity Act (WIOA); serving Employers by aiding job seekers, adults, dislocated workers and youth.

Note: Appointments/Resignations are effective upon Board of Supervisors approval.

**SHARED LOCAL GOVERNANCE AGREEMENT
BETWEEN
MARICOPA COUNTY BOARD OF SUPERVISORS
AND
MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD**

This Shared Governance Agreement is made by and between the Maricopa County Board of Supervisors (herein after referred to as “CEO”) and the Maricopa County Workforce Development Board (herein after referred to as “LWDB”), the local workforce development board as designated by the Governor of the State of Arizona (herein after referred to as “Governor”), to specify the relationship between the two entities as required by the federal Workforce Innovation and Opportunity Act of 2014 (Public Law No. 113-128) hereinafter referred to as “WIOA,” and the state Workforce Arizona Council’s Local Governance Policy, adopted June 5, 2019.

RECITALS

WHEREAS, WIOA was established to strengthen the United States workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs in the United States, and to promote individual and national economic growth, and for other purposes; and,

WHEREAS, the purpose of this agreement is to define the roles and responsibilities of the CEO and the LWDB, provide a basis for cooperation and a partnership between the CEO and the LWDB, which will lead to the success of the employment and training system (ARIZONA@WORK MARICOPA COUNTY) within the County, and this Agreement envisions a future of cooperation and partnership that will contribute to the overall economic prosperity of the region and its residents; and,

WHEREAS, the purpose of a Local Workforce Development Area (hereinafter referred to as “LWDA”) is to serve as a jurisdiction for the administration of workforce development activities using WIOA Adult, Dislocated Worker, and Youth funds allocated by the State and to coordinate efforts related to other core programs at a local community level; and,

WHEREAS, the LWDB is appointed by the CEO in accordance with State criteria established under WIOA sec. 107(b) and is certified by the Governor every 2 years, in accordance with WIOA Sec. 107(c)(2); and,

WHEREAS, pursuant to 20 CFR 679.300(b), the purpose of the LWDB is to:

1. Provide strategic and operational oversight in collaboration with the required and additional partners and workforce stakeholders to help develop a comprehensive and high-quality workforce development system in the LWDA and larger planning region;

2. Assist in the achievement of the State’s strategic and operational vision and goals as outlined in the Unified State Plan or combined State Plan; and
3. Maximize and continue to improve the quality of services, customer satisfaction, effectiveness of the services provided; and,

WHEREAS, per WIOA 107 (B)(i)(II), in order to assist in administration of the grant funds, the CEO has designated the Maricopa County Department of Finance as the Fiscal Agent; and

WHEREAS, per WIOA 107 (B)(i)(I), the CEO is the grant recipient for, and is liable for, any misuse of the grant funds allocated to the local area;

NOW, THEREFORE, the CEO and the LWDB agree to the following terms and conditions:

I. 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 Official (CEO):** Chief elected executive officer of a unit of general local government in a local area; and in a case in which a local area includes more than one unit of general local government, the individuals designated under the chief elected official agreement.
- C. **Fiscal Agent:** The CEO, or designated entity, responsible to perform accounting and funds management for WIOA funds.
- D. **Grant Recipient:** The CEO, 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 1) has a substantial current or potential impact on the Local Workforce Development Area, 2) contributes to the growth or stability of other supporting businesses or sectors, or 3) 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 Development Area:** A geographic area, designated by the Governor in accordance with WIOA Sec 106(b)(1)(B), to serve as a jurisdiction for the administration of workforce development activities using Adult, Dislocated Worker, and Youth funds allocated by the State and to coordinate efforts related to the other core programs at a local community level. The Local Workforce Development area is Maricopa County, excluding the City of Phoenix, as designated by the Governor.
- G. **Local Workforce Development Board:** The Workforce Development Board as defined by 20 CFR 679.310.
- H. **One Stop Delivery System:** The workforce development, educational, and other supportive 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. **Service Provider:** An organization or entity that directly provides career services in the Local Workforce Development Area.
- K. **Training and Employment Guidance Letter (TEGL):** Guidance letters issued by the US Department of Labor.
- L. **Vacancy Appointment:** A nominee selected to serve the remaining term of vacant position.
- M. **Vacancy Date:** The date the CEO 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 youth services, as specified in WIOA.

II. Effective Date

- A. This Agreement shall be effective November XX, 2019, upon signatures of the CEO and LWDB.

III. Term

- A. This Agreement is for an eight (8) month term beginning November XX, 2019 and ending on June 30, 2020.

IV. Amendments and Termination

- 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 the CEO and LWDB.
- 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 CEO and LWDB is contained herein, and this Agreement supersedes all prior agreements between the CEO and LWDB relating to the subject matter thereof.
- E. This Agreement shall be terminated upon the earliest of the following events: a) the repeal of WIOA; b) the re-designation of the LWDA by the Governor; c) the cessation of funding under WIOA; or d) upon the execution of an Agreement that supersedes this one.

V. CEO Role and Responsibilities

Refer to *Addendum 1-CEO Responsibilities* for detailed information regarding CEO duties.

- A. As provided in 20 CFR §679.310, 320, 350, the CEO is responsible for:

1. Appointment of LWDB members. Refer to Bylaws for detailed information regarding LWDB membership;
2. Approving LWDB Bylaws consistent with Federal and State policies;
3. Assuming liability for WIOA program funds;
4. Designation of the Fiscal Agent.

VI. Fiscal Agent Role and Responsibilities

Refer to *Addendum 2-Fiscal Agent Responsibilities* for detailed information regarding Fiscal Agent duties.

- A. As provided in WIOA §184 and §185, 20 CFR §679.420, the Fiscal Agent is responsible for:
1. Receiving funds;
 2. Ensuring sustained fiscal integrity and accountability for expenditures of funds in accordance with Office of Management and Budget circulars, WIOA, and the corresponding Federal Regulations and Maricopa County policies;
 3. Responding to audit financial findings;
 4. Maintaining proper accounting records and adequate documentation;
 5. Preparing financial reports;
 6. Providing technical assistance to sub-recipients regarding fiscal issues.

VII. LWDB Role and Responsibilities

Refer to *Addendum 3-LWDB Responsibilities* for detailed information regarding LWDB duties.

As provided in WIOA Section 107(d), the LWDB must:

- A. **Conduct Workforce Research and Regional Labor Market Analysis, by —**
1. Analyzing economic conditions in the region, the needed knowledge and skills for the region, the workforce in the region, and workforce development activities (including education and training) in the region, and regularly update such information;
 2. Assisting the Governor in developing the statewide workforce and labor market information system under the Wagner-Peyser Act;
 3. Conducting other research, data collection, and analysis related to the workforce needs of the regional economy as the LWDB, after receiving input from a wide array of stakeholders, determines to be necessary to carry out its functions.
- B. **Convene, Broker, and Leverage —** The LWDB shall convene local workforce development system stakeholders to assist in the development of the local plan under WIOA section 108 and in identifying non-Federal expertise and resources to leverage support for workforce development activities.
- C. **Lead Efforts to Engage with a Diverse Range of Employers and with Entities in the Region Involved, to —**
1. Promote business representation (particularly representatives with optimal policymaking or hiring authority from employers whose employment

opportunities reflect existing and emerging employment opportunities in the region) on the LWDB;

2. Develop effective linkages (including the use of intermediaries) with employers in the region to support employer utilization of the local workforce development system and to support local workforce investment activities;

3. Ensure that workforce investment activities meet the needs of employers and support economic growth in the region by enhancing communication, coordination, and collaboration among employers, economic development entities, and service providers;

4. Develop and implement proven or promising strategies for meeting the employment and skill needs of workers and employers (such as the establishment of industry and sector partnerships) that provide the skilled workforce needed by employers in the region and that expand employment and career advancement opportunities for workforce development system participants in in-demand industry sectors or occupations.

D. Develop Career Pathways — The LWDB, with representatives of secondary and postsecondary education programs, leads efforts to develop and implement career pathways within the local area by aligning the employment, training, education, and supportive services that are needed by adults and youths, particularly individuals with barriers to employment.

E. Lead Efforts in Proven and Promising Practices, by —

1. Identifying and promoting proven and promising strategies and initiatives for meeting the needs of employers, workers, and job seekers (including individuals with barriers to employment) in the local workforce development system, including providing physical and programmatic accessibility to the one-stop delivery system;

2. Identifying and disseminating information on proven and promising practices carried out in other local areas for meeting such needs.

F. Develop Strategies for Using Technology to Maximize the Accessibility and Effectiveness of the Local Workforce Development System for Employers, Workers, and Jobseekers, by —

1. Facilitating connections among the intake and case management information systems of the one-stop partner programs to support a comprehensive workforce development system in the local area;

2. Facilitating access to services provided through the one-stop delivery system involved, including access in remote areas;

3. Identifying strategies for better meeting the needs of individuals with barriers to employment, including strategies that augment traditional service delivery and increase access to services and programs of the one-stop delivery system, such as improving digital literacy skills;

4. Leveraging resources and capacity within the local workforce development system, including resources and capacity for services for individuals with barriers to employment.

- G. Select Service Providers in the local area —**
- Youth Providers —** Consistent with WIOA section 123, the LWDB shall identify eligible providers of youth workforce investment activities in the local area by awarding grants or contracts on a competitive basis (except as provided in section 123(b)), based on the recommendations of the youth standing committee, and may terminate for cause the eligibility of such providers.
 - Eligible Providers of Training Services —** Consistent with WIOA section 122, the LWDB shall identify eligible providers of training services in the local area.
 - Eligible Providers of Career Services —** If the one-stop operator does not provide career services described in WIOA section 134(c)(2) in a local area, the LWDB shall identify eligible providers of those career services in the local area by awarding contracts.
- In accordance with WIOA Sec. 107(d)(10)(E), the LWDB shall also work with the State to ensure that there are sufficient numbers and types of providers of career services and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities) serving the local area and providing the services involved in a manner that maximizes consumer choice, as well as providing opportunities that lead to competitive integrated employment for individuals with disabilities.
- Adult, Dislocated Worker, and Youth Program provider staff shall perform only those duties associated with direct provision of the Adult, Dislocated Worker, and Youth Programs. Program provider staff shall not perform any roles listed as LWDB duties.
- H. Coordinate Activities with Education and Training Providers, by —**
- Reviewing applications to provide adult education and literacy activities under WIOA Title II for the local area to determine whether such applications are consistent with the local plan;
 - Making recommendations to the eligible agency to promote alignment with such plan;
 - Replicating and implementing cooperative agreements to enhance the provision of services to individuals with disabilities and other individuals, such as cross-training of staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts at cooperation, collaboration, and coordination.
- I. Assess Accessibility for Individuals with Disabilities —** The LWDB must annually assess the physical and programmatic accessibility, in accordance with section 188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), of all one-stop centers in the local area.
- J. LWDB Chairperson Election —** The members of the LWDB shall elect a chairperson for the local board from among the representatives of business (refer to Bylaws for election process, p.10).

K. **Standing Committees** — The LWDB may designate and direct the activities of standing committees, including an effective youth council pursuant to 20 CFR § 681.100, to provide information and to assist the LWDB in carrying out its activities relating to the provision of services to youth (refer to Bylaws for composition and appointment procedures, pp.11–12).

L. **LWDB Staff** — The LWDB may hire an Executive Director and other staff necessary to assist the LWDB to fulfill the required functions in WIOA Section 107(d).

1. LWDB staff will be employees of Maricopa County.

2. The LWDB shall establish and apply a set of objective qualifications for the position of director that ensures that the individual selected has the requisite knowledge, skills, and abilities to meet identified benchmarks and to assist in effectively carrying out the functions of the LWDB.

3. LWDB Administrative Costs: Administrative costs will consists of staff salaries and benefits, and the cost of operating and maintaining the administrative office. (Refer to Employment Agreement for more information.)

4. The LWDB Executive Director and staff shall be subject to the limitations on the payment of salary and bonuses described in WIOA 194 (15).

5. LWDB staff report to the LWDB Executive Director. The LWDB Executive Director functionally reports to the LWDB and administratively reports to the Special Assistant for Department 200. LWDB staff have a separate reporting structure from the service provider, who ultimately reports to the Assistant County Manager for Department 950. LWDB staff do not have supervision or control over the service provider staff. (Refer to *Attachment A—Organizational Chart*.)

M. **Additional Duties Delegated to the Fiscal Agent** — At the direction of the LWDB, the Fiscal Agent may have the following additional functions:

1. Procure contracts or obtain written agreements;

2. Conduct financial monitoring of service providers;

3. Ensure independent audit of all employment and training programs.

If the LWDB wishes to assign any of the above-named functions to the Fiscal Agent, the LWDB must follow the process as outlined in *Addendum 3-Fiscal Agent Responsibilities*.

N. **Grants and Donations** — The LWDB may solicit and accept grants and donations from sources other than Federal funds made available under WIOA.

O. **Tax-Exempt Status** — For purposes of carrying out duties under WIOA, the LWDB may incorporate and may operate as entities described in section 501(c)(3) of the Internal Revenue Code of 1986 that are exempt from taxation under section 501(a) of such Code.

VIII. CEO and LWDB Shared Roles and Responsibilities

Refer to *Addendum 4-CEO & LWDB Joint Responsibilities* for detailed information regarding joint duties.

As provided in WIOA Section 107(d), the LWDB,

A. In Partnership with the CEO must:

1. Develop and submit a local plan to the Governor that meets the requirements in WIOA Section 108;
2. If the local area is part of a planning region that includes other local areas, collaborate with other local boards and chief elected officials in the preparation and submission of a regional plans as described in section 106(c)(2);
3. Conduct program oversight for:
 - a) Local youth workforce investment activities, local employment and training activities, and the one-stop delivery system;
 - b) Ensure the appropriate use and management of the funds provided under subtitle B for the activities and system; and
 - c) For workforce development activities, ensure the appropriate use, management and investment of funds to maximize performance outcomes under section 116;
4. With the Governor, shall negotiate and reach agreement on local performance accountability measures as described in section 116(c);
5. Set policy for the portion of the statewide workforce development system within the local area and consistent with State policies.

B. In Agreement with the CEO must:

1. Designate or certify one-stop operators as described in section 121(d)(2)(A) and may terminate for cause the eligibility of such operators;
2. Develop and enter into the memorandum of understanding with one-stop partners concerning the operation of the one-stop delivery system in the local area, and conduct oversight with respect to the one-stop delivery system in the local area;
3. Develop a budget for the activities of the LWDB, with approval of the CEO and consistent with the local plan and the duties of the LWDB. 20 CFR § 679.370.

IX. Amendments to the LWDB Bylaws

Bylaws will be amended using the following process in accordance with WIOA (20 CFR 679.310):

A. Amendments to the LWDB Bylaws may be necessary from time to time. Any proposed changes to the Bylaws must:

1. Be approved by the LWDB;
2. Be submitted to the Maricopa County Attorney for legal review and the CEO for final approval; and

3. Each time the Bylaws are amended, a copy of the updated Bylaws will be distributed to all LWDB members, the CEO, County Attorney, and will be posted on the ARIZONA@WORK MARICOPA COUNTY website.

X. Communication between the CEO and LWDB

A. All communications between the CEO and LWDB pertaining to the local area's governance functions and processes, as described in this Agreement and associated Addenda, must be in writing or via official electronic (e.g., email) communication. Confirmation of receipt shall be provided by the recipient within two (2) business days.

B. LWDB & CEO Meetings

1. Notices of monthly meetings of the LWDB will be sent to the CEO as an invitation to meet jointly with the LWDB. These notices will be sent via electronic means by a designated member of the LWDB staff.

2. One regularly scheduled LWDB meeting will include the CEO and will serve as the "annual meeting." The purpose of the meeting will be for the LWDB to present to the CEO an annual report and discuss the upcoming program year priorities.

3. The CEO or LWDB may call a meeting as deemed necessary. The meeting will be coordinated by the staff of the party requesting said meeting.

C. Notices of Election

A change of leadership of the LWDB and the CEO does not constitute an amendment of this Agreement, but these entities shall provide notification of leadership changes as follows:

1. Notice of an election of a new LWDB Chair, as evidenced within the minutes of the LWDB meeting, shall be provided to the Maricopa County Clerk of the Board via electronic means within five (5) business days of election, who will then provide notification to the CEO.

2. Notice of an election of any new CEO member and/or a new CEO Chairman, as evidenced within the minutes of the CEO meeting, shall be communicated via electronic means within five (5) business days of election, by the Maricopa County Clerk of the Board to LWDB staff, who will provide notification to the LWDB.

XI. Sunshine Provision

A. The LWDB shall make available to the public, on a regular basis through electronic means and open meetings, information regarding the activities of the LWDB, 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 LWDB.

XII. Internal Controls, Conflict of Interest and Firewalls

In accordance with the Workforce Arizona Council's Local Governance Policy and Conflict of Interest Policy, and in compliance with 20 CFR 679.430 the LWDB staff will ensure that:

- A. LWDB members, service providers, training providers, One-Stop Operator, and other workforce system stakeholders will report any official conflict of interest.
- B. Physical and electronic access will be limited to only the functions and responsibilities assigned to a specific WIOA role.
- C. As part of internal controls, the Chair of the LWDB, designated LWDB staff, and the CEO will meet regularly throughout the year (as necessary) to provide updates and to maintain lines of communication.
- D. The LWDB staff reports programmatic and fiscal performance to the LWDB, at a minimum, on a quarterly basis.
- E. Data Sharing Agreements are in place and signed every five (5) years. These Agreements are between the Arizona Department of Economic Security Information Security Administration, the CEO, LWDB, and core partners.

XIII. Conflict of Interest Defined: Real, Apparent, and Organizational

No employee, officer, or agent will participate in the selection, award, or administration of a contract supported by WIOA funds if he or she has a conflict of interest as defined in the Workforce Arizona Council's Conflict of Interest Policy (02/28/2019):

- A. Conflict of interest refers to circumstances in which an individual or an organization the individual represents has competing interests that may affect the individual's ability to act objectively and without bias. There may be circumstances or actions that have the potential to undermine the impartiality of an individual because of a possible clash between the individual's own interests and their organizational roles, or between competing organizational roles, when an individual serves in more than one organizational role.
- B. Interests attributed to the individual with the potential conflict include:
 - 1. Interests of the individual's spouse or children;
 - 2. Interests of the individual's business partner or outside business interests;
 - 3. Interests of any organization that the individual serves on behalf of or is an employee of;
 - 4. Any action or transaction both financial and non-financial that could result in benefit to the individual's financial and non-financial well-being.
- C. Conflicts of interest can be real, apparent, or organizational, defined as:
 - 1. Real/Actual conflict of interest: A real conflict of interest exists when an individual in his or her official capacity participates in a decision-making process

that has a direct effect on the financial interest of his or her personal or business interests or a member of his or her family.

2. Apparent conflict of interest: The appearance of a conflict of interest arises where an employee is assigned to participate in an official duty matter in which an organization with which the employee has a covered relationship is, or represents, a party to that matter, or in which the matter is likely to affect the interests of a household member, and there are circumstances that would cause a reasonable person with knowledge of the relevant facts to question the employee's impartiality in the official matter.
3. Organizational conflict of interest: An organizational conflict of interest can arise when actions are taken or may appear to be taken by an entity involved in more than one role such that the performance of that entity in one role affects its interest in its other role(s). Organizational conflicts must be mitigated through complete separation of duties, supervision, and restrictions on information access.

XIV. Conflict Resolution

A. In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement or the breach thereof, the CEO and LWDB hereto shall use their best efforts to settle such disputes, claims, questions, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to the CEO and LWDB.

B. If they do not reach such solution within a period of sixty (60) days, then upon notice by either Party to the other, disputes, claims, questions, or differences shall be finally settled by mediation or arbitration through the Arizona Department of Economic Security, in accordance with all applicable federal and/or state law and/or rules.

XV. AUTHORIZED SIGNATURES

As per the Workforce Arizona Council's Local Governance Policy adopted June 5, 2019, the execution of this Agreement must be approved by the CEO and LWDB and signed by the CEO Chair and the LWDB Chair.

_____ END, Standard Language Follows Here _____

IN WITNESS THEREOF, the parties hereto have affixed their signatures to this Agreement on the dates written below.

MARICOPA COUNTY BOARD
OF SUPERVISORS

MARICOPA COUNTY WORKFORCE
DEVELOPMENT BOARD

Bill Gates, Chairman

Drew Thorpe, Chairman

Date

Date

ATTEST

Fran McCarroll, Clerk of the Board

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

County Attorney

Date

Equal Opportunity Employer/Program Auxiliary aids and services are available upon request to individuals with a disability

ADDENDUM 1: CHIEF ELECTED OFFICIAL (CEO) RESPONSIBILITIES

A. CEO DESIGNATION

1. The CEO delegates signatory capacity to the Chairman of the Maricopa County Board of Supervisors.

B. CEO PARTNERSHIP WITH THE LOCAL WORKFORCE DEVELOPMENT BOARD

Refer to *Addendum 4-CEO & LWDB Joint Responsibilities* for detailed information regarding joint duties.

1. Strategic Planning and Local Area Policy
2. Local Plan Development
3. Budget and Approval
4. One-Stop Operator Selection
5. Youth Activities
6. Program Oversight
7. Setting Local Area Performance Indicators
8. Memorandum of Understanding

C. APPOINTMENTS TO THE LOCAL WORKFORCE DEVELOPMENT BOARD

The CEO has the exclusive responsibility to appoint members to the Maricopa County Workforce Development Board from individuals recommended or nominated by each class of membership. The CEO must appoint business representatives that meet the criteria established by the Workforce Arizona Council on behalf of the Governor. Specific details of the LWDB's composition, appointments, and terms can be found in the Bylaws.

D. LWDB BYLAWS APPROVAL

The CEO shall approve amendments to the LWDB Bylaws consistent with Federal and State policies. Refer to the Bylaws for the approval process.

E. DESIGNATION OF FISCAL AGENT

Refer to *Addendum 2-Fiscal Agent Responsibilities* for detailed information regarding Fiscal Agent duties.

1. WIOA requires the CEO to serve as the grant recipient for all WIOA Title I funds and to enter into a grant relationship with the State. The CEO may elect to designate the grant recipient and Fiscal Agent to administer these funds and to fulfill the role of grant recipient. Even if the CEO designates a Fiscal Agent, the CEO remains liable for any misused funds and for expenditures that are determined unallowable under WIOA.
2. The CEO designates the Maricopa County Department of Finance to fulfill the role of Fiscal Agent.

ADDENDUM 2: FISCAL AGENT RESPONSIBILITIES

COMPENSATION

Compensation due for executing the duties of Fiscal Agent are limited to expenses associated with the WIOA grants. The Fiscal Agent's necessary and reasonable administrative costs for performing its duties will be paid from WIOA funds available for administrative expenses. As part of the annual budget development process, the Maricopa County Department of Finance shall submit an operating budget to the CEO and LWDB for approval. The operating budget shall include the Fiscal Agent's direct Personnel and Operating Expenses and indirect charges, in accordance with 2 CFR 200 Uniform Administrative Requirements.

The LWDB and CEO will agree on the amount to be paid by LWDB to Maricopa County Department of Finance for its performance of the Fiscal Agent role as outlined in this Addendum.

A. FISCAL AGENT RESPONSIBILITIES

In addition to the duties outlined below, the LWDB may require that the Fiscal Agent fulfill any or all of the following functions: (1) procure contracts or obtain written agreements, (2) conduct financial monitoring of service providers, and/or (3) ensure independent audit of all employment and training programs. During the annual LWDB/CEO meeting, the LWDB may express its intent to add functions to the Fiscal Agent role. During this meeting, the CEO and LWDB can make a plan for how this will be accomplished. Any additional functions assigned to the Fiscal Agent will require an amendment to the Shared Governance Agreement and this Addendum. The CEO and LWDB will conduct a mid-term review of Fiscal Agent functions during FY Q2 or Q3.

1. The Fiscal Agent shall submit financial reports to and receive federal funds from the Arizona Department of Economic Security.
2. The Fiscal Agent shall receive and manage all formula WIOA funds for the LWDA, including Adult, Dislocated Worker, and Youth funds, other WIOA grants, and other federal funds allocated to the LWDA by the Arizona Department of Economic Security to the CEO.
3. The Fiscal Agent shall disburse WIOA funds for allowable workforce innovation activities on behalf of the CEO. As required by law, these disbursements will occur at the direction of the LWDB, provided that the purpose for the disbursement is allowable and documented.
4. The Fiscal Agent shall respond to all audit financial findings. Audit financial findings shall be communicated to the CEO, LWDB Chair, and LWDB Executive Director in a timely manner.

5. The Fiscal Agent shall establish and manage an appropriate system of internal controls, proper accounting records, and adequate documentation for the award and administration of federal grant funds.
6. The Fiscal Agent shall maintain all financial accounting records in accordance with accounting principles generally accepted in the United States of America (“GAAP”) or other basis as required by Arizona Department of Economic Security.
7. The Fiscal Agent shall provide services related to grants management, general accounting and financial services, oversight for fund integrity, staff support, and technical assistance on fiscal matters, including providing guidance regarding allowed and disallowed spending.
8. The Fiscal Agent shall conduct at least an annual financial monitoring and provide technical assistance to sub-recipients regarding fiscal issues.
9. The Fiscal Agent shall procure an annual, organization-wide financial and compliance audit in accordance with the requirements of the Single Audit Act of 1984 and OMB 2 CFR Chapter 11, Part 200.
10. The Fiscal Agent shall accept responsibility for the quality, accuracy, and timeliness of the work performed by the Fiscal Agent and its employees, subcontractors, and agents.
 - a. The Fiscal Agent shall assist the LWDB in the development of an annual operating budget and budget justification for the purpose of carrying out the Local Plan at the LWDB’s direction, with the assistance of LWDB, an LWDB designated committee, and/or its staff. The budget will be developed for the purpose of carrying out the duties of the LWDB. The operating budget for each program/fiscal year shall include line items for carrying out the duties of the board and allocating funds for service delivery. The budgeting period must be aligned with the County fiscal year, which runs from July 1 through June 30. The budget must be in accordance with all Maricopa County policies and guidelines, WIOA, and Uniform guidance and applicable federal and state laws. Once the draft budget is developed, it shall be submitted to the LWDB and CEO for review and discussion; agreed upon revisions are made by the Fiscal Agent, in consultation with LWDB staff, and then submitted to LWDB for review and approval. The Fiscal Agent shall submit the LWDB-approved budget to the Maricopa County Budget Office. The annual LWDB-approved budget shall be reviewed and approved in compliance with the Maricopa County annually issued budget cycle memo. The CEO, in its discretion, shall review and take action on the budget in accordance with County policy (20 CFR §679.370). The CEO, or a designee, shall notify the LWDB Chair and LWDB Executive Director via electronic means (e.g., email) within two (2) business days in the event the budget is not approved by the CEO.

- b. Should the amount of available grant funds change after the Fiscal Agent submits the initial budget request, the Fiscal Agent, with the assistance of LWDB and/or its delegates, shall prepare a revised budget and submit it for LWDB approval within 60 days of being notified of the change in funding. The revised LWDB-approved budget shall be submitted by the Fiscal Agent for CEO approval. The Fiscal Agent shall then notify the LWDB Chair and LWDB Executive Director via electronic means (e.g., email) within two (2) business days in the event the budget is not approved by the CEO.
11. The Fiscal Agent shall review and monitor the budget.
12. Capital expenditure requests and other expenditures in excess of \$50,000 or 5% of the total contract awarded amount, whichever amount is lower, must be submitted in advance by the service provider(s) to the Fiscal Agent for review. The Fiscal Agent must submit these requests for LWDB approval, which must be granted prior to expenditure. The Fiscal Agent shall then submit the LWDB-approved requests to the CEO for subsequent approval. The Fiscal Agent shall notify the LWDB Chair and LWDB Executive Director via electronic means (e.g., email) within two (2) business days in the event the request is not approved by the CEO.
13. At the direction of an LWDB designated committee and/or LWDB staff, the Fiscal Agent shall submit transfer of funds requests to the LWDB for review and approval. The Fiscal Agent shall then submit the LWDB-approved requests to the CEO for subsequent approval. The Fiscal Agent shall notify the LWDB Chair and LWDB Executive Director via electronic means (e.g., email) within two (2) business days in the event the request is not approved by the CEO.
14. The Fiscal Agent shall review methods for infrastructure cost sharing to ensure that:
 - a. Each partner program's share of funding has been calculated in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards in 2 CFR Part 200;
 - b. The method allocates costs to partners relative to benefits received;
 - c. Allocated costs are allowable, reasonable, necessary, and appropriate.
15. The Fiscal Agent will, at least annually, review the infrastructure allocation plan to ensure that charged costs continue to be consistent with benefit received and that the method continues to be appropriate.
 - a. The Fiscal Agent will review the methods for cost sharing to ensure that each partner program's share of funding has been calculated in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal

awards in 2 CFR Part 200; that the method allocates costs to partners relative to benefits received; that the allocated costs are allowable, reasonable and necessary.

16. The Fiscal Agent acknowledges that no provision for profit is allowed and that any excess of revenue over its costs must be counted as program income and be spent in compliance with WIOA program income requirements. The Fiscal Agent also acknowledges that interest earned on funds received under WIOA Title I must also be included in program income.

B. GENERAL CEO EXPECTATIONS FOR ADMINISTRATION

1. The CEO expects the Fiscal Agent to comply with federal and state law, regulation, and policy established for WIOA programs.
2. The CEO expects the Fiscal Agent to ensure sustained fiscal integrity and accountability for expenditures. The Fiscal Agent shall comply with relevant circulars of the Office of Management and Budget. These include but are not limited to the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and circulars at 2 CFR, Part 200 and DOL's Exceptions at 2 C.F.R. § 2900.
3. The Fiscal Agent shall comply with ARS Title 42 and all budgetary policies and procedures issued by the Maricopa County Budget Office.
4. The CEO expects the Fiscal Agent to maintain an accounting system that will meet all the fund accounting and reporting requirements for WIOA grant programs.
5. The CEO expects the Fiscal Agent to employ, train, and maintain a sufficient number of qualified staff necessary to fulfill the duties of Fiscal Agent, subject to the limitations of an annual budget.
6. The CEO expects the Fiscal Agent to manage an appropriate system for the award and administration of grants and contracts, including monitoring of grants and contracts.
7. The CEO expects the Fiscal Agent to take prompt and appropriate corrective action upon becoming aware of any evidence of a violation of federal or state WIOA rules or policies.
8. The CEO expects the Fiscal Agent to closely monitor the life of all grant funds to ensure they are used to the maximum amount allowed under WIOA and to avoid any loss of funds allocated to the LWDA.

C. PROCEDURAL EXPECTATIONS OF CEO:

1. The CEO expects the Fiscal Agent to manage a property control system that meets all federal and state requirements and that provides for a full accounting of all property and equipment purchased with WIOA funds within the thresholds as defined by WIOA.

D. REPORTING EXPECTATIONS OF CEO:

1. The CEO expects the Fiscal Agent to prepare and provide the following information to the LWDB, LWDB Executive Director, and CEO on a monthly basis:
 - a. Reports and other documents that summarize the current financial conditions of all WIOA grants awarded to LWDA, including income, expenditures, fund balances, comparison to approved budget, and other financial metrics that the CEO, in coordination with the LWDB, may identify in conjunction with the execution of their responsibilities under this Addendum. Financials will be provided in a format approved by the CEO and LWDB.
 - b. Reports and documents that summarize known financial compliance issues or concerns, along with an explanation of any out-of-compliance notices received for any program for which the CEO retains ultimate responsibility.
 - c. Monthly Cash Payment Schedule.
 - d. Program Year Closeout Report.
 - e. Reports will be continuously improved by LWDB staff via solicited input from core partners, LWDB, and the CEO.
 - f. Other documents as requested.
2. The CEO expects the Fiscal Agent to prepare and make available ad hoc financial reports and updates, as requested by the LWDB and/or the CEO.
3. The CEO expects the Fiscal Agent to meet with the LWDB, or its delegate, on a monthly basis to review reports and address LWDB questions or concerns. Additional meetings may be scheduled at the request of the LWDB Chair.

E. SEPARATION OF DUTIES

1. The CEO expects the Fiscal Agent to follow all separation of duties and conflict of interest requirements under WIOA and state policy.

F. OTHER EXPECTATIONS OF CEO

1. The expectations identified in this Addendum are not comprehensive, nor are they intended to be. Instead, they establish a baseline set of expectations to guide the Fiscal Agent in its role.
2. The CEO expects to work in partnership with the Fiscal Agent to safeguard WIOA funds and to assure that the funds available in the LWDA are used for the maximum benefit of citizens in Maricopa County.

ADDENDUM 3: LWDB RESPONSIBILITIES

A. CEO PARTNERSHIP WITH THE LOCAL WORKFORCE DEVELOPMENT BOARD

Refer to *Addendum 4-CEO & LWDB Joint Responsibilities* for detailed information regarding joint duties.

1. Strategic Planning and Local Area Policy
2. Local Plan Development
3. Budget and Approval
4. One-Stop Operator Selection
5. Youth Activities
6. Program Oversight
7. Setting Local Area Performance Indicators
8. Memorandum of Understanding

B. CONDUCT WORKFORCE RESEARCH & REGIONAL LABOR MARKET ANALYSIS

The LWDB will conduct analyses of the labor market and workforce system as prescribed in the Annual Project Plan. LWDB staff will coordinate with key stakeholders, contracted staff (as needed), and other parties in order to present a well-rounded representation of the economic conditions in the Maricopa County LWDA.

C. CONVENE, BROKER & LEVERAGE

The LWDB will develop a strategy to identify and target non-federal resources in the execution of the Annual Project Plan goals. In addition, LWDB staff will convene local workforce development system stakeholders to develop the local plan. LWDB staff, at the direction of the LWDB, will plan, coordinate and schedule all necessary meetings to execute the objectives of the Annual Project Plan.

D. LEAD EFFORTS TO ENGAGE WITH A DIVERSE RANGE OF EMPLOYERS AND WITH ENTITIES IN THE REGION

The LWDB will promote the work of the LWDB to the business community through outreach efforts to engage business to increase the utilization of the local area workforce system. In doing so, LWDB members and staff can educate and inform the business and community at large of opportunities to serve on the LWDB.

The LWDB will participate in ongoing sector partnership efforts throughout Maricopa County. Sector partnerships is an evidence based practice with demonstrated positive outcomes for the community, which can inform how well current services in the local system are meeting the needs of businesses. This work will aid in designing future services, which will increase system utilization.

E. DEVELOP CAREER PATHWAYS

The LWDB Quality Workforce Committee, comprised of LWDB members, educators, service providers and non-profit intermediaries has been charged with leading efforts to develop career pathways by aligning occupational training in the targeted occupations within the in-demand sectors.

F. LEAD EFFORTS IN PROVEN AND PROMISING PRACTICES

The LWDB Performance Excellence Committee, comprised of board members, service providers and community members at large, has been charged with leading efforts to identify proven and promising practices. Workgroup efforts will continue to focus on system performance, service delivery benchmarking and program design/evaluation to identify strengths and opportunities for continuous process improvement.

G. DEVELOP STRATEGIES FOR USING TECHNOLOGY TO MAXIMIZE THE ACCESSIBILITY AND EFFECTIVENESS OF THE LOCAL WORKFORCE DEVELOPMENT SYSTEM FOR EMPLOYERS, WORKERS AND JOB SEEKERS

The LWDB recognizes WIOA requires workforce boards to identify and implement technology solutions to streamline and improve services that address rapidly changing economic conditions. The LWDB is committed to leading efforts to identify workforce system challenges and potential technology solutions. LWDB efforts will continue to focus on system design, data management and accessibility to stakeholders. In addition the One Stop Operator is tasked with identifying strategies for better meeting the needs of individuals with barriers to employment, leveraging resources and capacity within the local workforce development system.

H. SELECTION OF PROVIDERS

The Maricopa County Office of Procurement Services shall conduct all procurements at the request of the LWDB, according to County procurement policy. Proposals received shall be reviewed by an ad hoc committee approved by the LWDB. A representative from the County Office of Procurement Services shall facilitate the proposal review and scoring process. The review committee shall make a recommendation to the LWDB for selection of youth providers, career services providers and training providers. Upon approval by the LWDB, a contract is presented to the CEO for contract execution. The LWDB will work with the State to ensure there are sufficient numbers and types of providers of career services to meet the diverse needs of Maricopa County residents. To inform this work, the LWDB will conduct a community assessment to determine the needs and assets in the County and determine gaps that must be addressed by career services providers in the LWDA. In addition, the LWDB will use its annually updated target occupations list to ensure that there are sufficient numbers and types of training providers in alignment with the high demand/high wage occupations identified in the local area.

I. COORDINATE ACTIVITIES WITH EDUCATION AND TRAINING PROVIDERS

The LWDB Quality Workforce Committee, comprised of board members, educators, service provider and non-profit intermediaries is charged with leading efforts to align education and training with LWDB selected sectors to support career pathways.

The LWDB will review and provide feedback to the Department of Education on Title II service provider applications, including level of alignment with the Maricopa County local area plan.

J. ASSESS ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

The LWDB through the One Stop Operator will assess on an annual basis the physical and programmatic accessibility of all one-stop centers in the local area. The One Stop Operator will fulfill this role as outlined in the contract.

K. CERTIFICATION OF ONE-STOP CENTERS

The LWDB will certify each comprehensive, affiliate, and specialized ARIZONA@WORK Job Center in the LWDA. To do this, the LWDB will establish a certification assessment team that is responsible for conducting an independent and objective evaluation of each site and will make certification recommendation(s) to the LWDB. The LWDB certification assessment team will be comprised of LWDB members and LWDB staff (as applicable). The LWDB may use experts from the state level or outside the LWDA to ensure evaluations are objective. The LWDB may use local experts representing targeted populations, with no financial ties to the comprehensive, affiliate, and/or specialized ARIZONA@WORK Job Center in the LWDA.

The LWDB, in accordance with Workforce Arizona Council Policy #6 Certification of the ARIZONA@WORK Job Centers, will conduct certification activities utilizing the assessment tool(s) developed by the Workforce Arizona Council at least every three years. The LWDB may establish criteria and set higher standards for service coordination than those set by the Workforce Arizona Council. The LWDB will review and update additional criteria and standards for certification every two years as part of the WIOA Local Plan update process. In the event a site is not fully compliant based on the assessment tool, the LWDB will develop an action plan, in consultation with the service provider and other appropriate stakeholders. The LWDB will monitor follow-up action plans to bring the site into full compliance with the assessment tool and submit completed follow-up action plans to the Workforce Arizona Council Manager by the dates established in the plan to complete the certification process.

In addition to the certification process described above, the LWDB will ensure that the sites align their activities with the Workforce Arizona Council's vision. To accomplish this, the LWDB will set goals for the sites and develop an improvement plan to accomplish a site's goals. Progress in meeting site goals will become a required certification measure for the next one-stop certification cycle.

L. LWDB CHAIRPERSON ELECTION

The LWDB Chairperson shall be elected by the LWDB from among the Business representatives. The LWDB Chairperson shall be elected during the last regularly scheduled meeting of the election year. The term of the LWDB Chairperson commences July 1. LWDB staff will, at the direction of the LWDB, facilitate the election process.

M. STANDING COMMITTEES

All Standing Committees established under the LWDB shall conform to the Bylaws of the LWDB. The Chair of any Standing Committee shall be appointed by the Chair of the LWDB for a term coinciding with the LWDB Chair's term. All actions of LWDB Standing Committees are advisory to the LWDB. Chairs of the LWDB Standing Committees, in consultation with the LWDB staff, shall prepare the meeting agendas. LWDB staff will, at the direction of the LWDB, coordinate and support work of standing committees.

N. LWDB STAFF

LWDB staff report to the LWDB Executive Director. The LWDB Executive Director functionally reports to the LWDB and per Attachment A, Organizational Chart administratively reports to the Maricopa County Special Assistant under Department 200. LWDB staff have a separate reporting structure from program staff and do not have supervision or control over the program staff.

LWDB staff will perform, at the direction of the LWDB, duties associated with assisting the LWDB in performing its roles and responsibilities per WIOA 107(d), 20 CFR 679.370 and 20 CFR 679.310(b). In addition, resources may be sourced to support the LWDB's work.

O. GRANTING ACCESS TO ARIZONA JOB CONNECTION

Arizona Job Connection (AJC) System access is granted by Arizona Department of Economic Security, at the request of the LWDB, to individuals tasked with performing WIOA-related duties. The authorization for AJC access is granted after completion of an extensive training and certification process implemented by the Arizona Department of Economic Security officials; as part of the training, employees sign a confidentiality agreement to protect all sensitive information of participants.

P. ADDITIONAL DUTIES DELEGATED TO THE FISCAL AGENT

The LWDB will at its option annually assess and assign additional duties to the Fiscal Agent. During the annual CEO/LWDB meeting, the LWDB may express its intent to add functions to the Fiscal Agent role. During this meeting, the CEO and LWDB can make a plan for how this will be accomplished. Any additional functions assigned to the Fiscal Agent will require an amendment to the Shared Governance Agreement and *Addendum 2-Fiscal Agent Responsibilities*. The CEO and LWDB will conduct a mid-term review of Fiscal Agent functions during FY Q2 or Q3.

Q. GRANTS AND DONATIONS

The LWDB may solicit and accept grants and donations from sources other than Federal funds made available under WIOA. In order to accept grants and donations, the LWDB must obtain the CEO's approval.

MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD - ROLES AND RESPONSIBILITIES ADDENDUM

	WDB	WDB STAFF	FISCAL AGENT	OSO	CONTRACTED SERVICE PROVIDERS	CONSULTED SERVICES	CEO
CONDUCT WORKFORCE RESEARCH & REGIONAL LABOR MARKET ANALYSIS	CONDUCT RESEARCH AND ANALYSIS	COORDINATION & SUPPORT				USE OF CONSULTED SERVICES AS DEEMED NECESSARY AND APPROPRIATE BY WDB	
CONVENE, BROKER & LEVERAGE	CONVENE SYSTEM STAKEHOLDERS TO DEVELOP LOCAL PLAN	COORDINATION & SUPPORT				USE OF CONSULTED SERVICES AS DEEMED NECESSARY AND APPROPRIATE BY WDB	
LEAD EFFORTS TO ENGAGE WITH A DIVERSE RANGE OF EMPLOYERS AND WITH ENTITIES IN THE REGION INVOLVED TO...	ENSURE WIOA SERVICES MEET THE NEEDS OF EMPLOYERS AND SUPPORT ECONOMIC GROWTH IN THE REGION; DEVELOP & IMPLEMENT PROVEN OR PROMISING STRATEGIES FOR MEETING THE EMPLOYMENT AND SKILL NEEDS OF WORKERS AND EMPLOYERS	COORDINATION & SUPPORT			DEVELOP EFFECTIVE LINKAGES WITH EMPLOYERS IN THE REGION	USE OF INTERMEDIARY/CONSULTED SERVICES AS DEEMED NECESSARY AND APPROPRIATE BY WDB	PROMOTE BUSINESS REPRESENTATION ON THE WDB
DEVELOP CAREER PATHWAYS	DEVELOP & IMPLEMENT CAREER PATHWAYS WITH REPRESENTATIVES OF SECONDARY AND POSTSECONDARY EDUCATION	COORDINATION & SUPPORT		COORDINATION & SUPPORT		USE OF CONSULTED SERVICES AS DEEMED NECESSARY AND APPROPRIATE BY WDB	
LEAD EFFORTS IN PROVEN & PROMISING PRACTICES	IDENTIFY AND PROMOTE PROVEN & PROMISING STRATEGIES AND INITIATIVES FOR MEETING NEEDS OF EMPLOYERS, WORKERS AND JOB SEEKERS; IDENTIFY AND DISSEMINATE INFORMATION ON PROVEN AND PROMISING PRACTICES CARRIED OUT IN OTHER LOCAL AREAS FOR MEETING SUCH NEEDS	COORDINATION & SUPPORT				USE OF CONSULTED SERVICES AS DEEMED NECESSARY AND APPROPRIATE BY WDB	

DEVELOP STRATEGIES FOR USING TECHNOLOGY TO MAXIMIZE THE ACCESSIBILITY AND EFFECTIVENESS OF THE LOCAL WORKFORCE DEVELOPMENT SYSTEM FOR EMPLOYERS, AND WORKERS AND JOBSEEKERS	FACILITATE CONNECTIONS AMONG INTAKE & CASE MANAGEMENT SYSTEMS OF ONE STOP PARTNER PROGRAMS TO SUPPORT A COMPREHENSIVE WORKFORCE DEVELOPMENT SYSTEM IN THE LOCAL AREA; FACILITATE ACCESS TO SERVICES PROVIDED THROUGH THE ONE STOP DELIVERY SYSTEM INVOLVED, INCLUDING ACCESS IN REMOTE AREAS	COORDINATION & SUPPORT		IDENTIFY STRATEGIES FOR BETTER MEETING THE NEEDS OF INDIVIDUALS WITH BARRIERS TO EMPLOYMENT; LEVERAGE RESOURCES AND CAPACITY WITHIN THE LOCAL WORKFORCE DEVELOPMENT SYSTEM		USE OF CONSULTED SERVICES AS DEEMED NECESSARY AND APPROPRIATE BY WDB	
SELECT OPERATORS AND PROVIDERS IN THE LOCAL AREA	IDENTIFY AND AWARD YOUTH SERVICES CONTRACTS ON A COMPETITIVE BASIS; IDENTIFY ELIGIBLE TRAINING SERVICE PROVIDERS; IDENTIFY AND AWARD CAREER SERVICES CONTRACTS	COORDINATION & SUPPORT	FISCAL SUPPORT				
COORDINATE ACTIVITIES WITH EDUCATION AND TRAINING PROVIDERS	REVIEW APPLICATIONS TO PROVIDE ADULT EDUCATION AND LITERACY ACTIVITIES AND DETERMINE WHETHER SUCH APPLICATIONS ARE CONSISTENT WITH THE LOCAL PLAN; MAKE RECOMMENDATIONS TO THE ELIGIBLE AGENCY TO PROMOTE ALIGNMENT WITH SUCH PLAN; REPLICATING AND IMPLEMENTING COOPERATIVE AGREEMENTS TO ENHANCE PROVISION OF SERVICES	COORDINATION & SUPPORT					
ASSESS ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES	ANNUALLY ASSESS PHYSICAL AND PROGRAMMATIC ACCESSIBILITY IN ACCORDANCE WITH SECTION 188			PERFORM ASSESSMENT AS DIRECTED BY WDB			
MCWDB CHAIRPERSON ELECTION	CONDUCT ELECTION EVERY 2 YEARS PER BYLAWS	COORDINATION & SUPPORT					
STANDING COMMITTEES	DESIGNATE AND DIRECT ACTIVITIES	COORDINATION & SUPPORT					COORDINATE UPDATES TO BYLAWS AS NECESSARY AND APPROPRIATE

MCWDB STAFF	IDENTIFY AND SECURE STAFFING TO ASSIST IN CARRYING OUT FUNCTIONS OF WDB					USE OF CONSULTED SERVICES AS DEEMED NECESSARY AND APPROPRIATE BY WDB	
ADDITIONAL DUTIES DELEGATED TO THE FISCAL AGENT	IDENTIFY AND FORMALLY DELEGATE ADDITIONAL DUTIES TO FISCAL AGENT	COORDINATION & SUPPORT	PERFORM ADDITIONAL DUTIES AS ASSIGNED BY WDB				COORDINATION & SUPPORT

ADDENDUM 4: CEO & LWDB JOINT RESPONSIBILITIES

A. CEO PARTNERSHIP WITH THE LOCAL WORKFORCE DEVELOPMENT BOARD

This Addendum details the processes and procedures required to fulfill the CEO and LWDB joint functions. The LWDB must adhere to the CEO's annual *Agenda Schedule and Deadline Dates*, as well as applicable published department deadline schedules, for those functions requiring formal CEO approval.

1. **Strategic Planning and Local Area Policy:** The LWDB, in partnership with the CEO, shall develop the vision, goals, objectives, and policies for the LWDA. The LWDA vision should be aligned with the economic development mission for Arizona and Maricopa County, as well as the LWDB's goals. The LWDB shall set policy for the portion of the statewide workforce development system within the local area. LWDB staff will oversee policy development and will ensure input from key workforce system stakeholders, including Core Partners and service providers. Local area policies shall be consistent with state administrative entity, Workforce Arizona Council, and Maricopa County policies. A draft of completed policies shall be submitted for review and approval by the LWDB. LWDB staff shall provide LWDB-approved policies to the CEO as they are approved. Local area policies shall be reviewed by the CEO for appropriateness and alignment with the vision of the CEO for the workforce system of the local workforce development area. (20 CFR §679.310)
2. **Local Plan:** Consistent with WIOA Section 108, the LWDB, in partnership with the CEO, shall develop and submit a local plan to the Governor that is consistent with the Arizona State Integrated Plan, LWDB strategic priorities, and Maricopa County Board of Supervisors' strategic priorities. The local plan will be developed in accordance with state administrative entity requirements and shall be published for public comment for a minimum of 30 days prior to approval by the LWDB and submission to the State Workforce Board (§679.310 & §679.370). Upon issuance of guidance from the Arizona Department of Economic Security, the LWDB and CEO shall develop Agreements, Memorandums of Understanding, Assurances, and other documents required by Workforce Innovation and Opportunity Act legislation and Arizona Department of Economic Security policies. These documents shall be included in the local plan, as appropriate.

To develop the local plan content, LWDB staff shall convene the CEO, Core Partners, required partners, and other key stakeholders. LWDB staff will oversee the local plan development and timeline to ensure input from all stakeholders and consensus on strategy for workforce area service delivery. A draft of the completed local plan shall be submitted by LWDB staff to the CEO for review and feedback. The local plan draft shall be submitted for review and approval by the LWDB. LWDB staff shall submit the LWDB-approved local plan for CEO approval. The CEO, or a designee, shall notify the LWDB Chair and LWDB Executive Director via electronic means (e.g., email) within two (2) business days in the event the local plan is not approved by the CEO. The LWDB shall submit the finalized local plan to the State only after receiving CEO approval. The LWDB and County shall follow the prescribed process in this section for all substantive (non-technical) local plan amendments.

3. **Budget and Approval:** Annually, in accordance with WIOA Section 107(12)(A), the LWDB and its staff, with the assistance of the Fiscal Agent, will develop the LWDA operating budget upon notification of allocations from the Arizona Department of Economic Security. The budget will be developed for the purpose of carrying out the duties of the LWDB. The operating budget for each program/fiscal year shall include line items for carrying out the duties of the board and allocating funds for service delivery. The budgeting period must be aligned with the Maricopa County fiscal year, which runs from July 1 through June 30. The budget must be in accordance with all Maricopa County policies and guidelines, WIOA, and Uniform guidance and applicable federal and state laws. Once the draft budget is developed, it shall be submitted to the LWDB and CEO for review and discussion; any required changes are made by the Fiscal Agent, in consultation with LWDB staff, and then submitted to LWDB for review and approval. The Fiscal Agent shall submit the LWDB-approved budget to the Maricopa County Budget Office.

The annual LWDB-approved budget shall be reviewed and approved in compliance with the Maricopa County annually issued budget cycle memo. The CEO, in their discretion, shall review and take action on the budget in accordance with County policy (20 CFR §679.370). The CEO, or a designee, shall notify the LWDB Chair and LWDB Executive Director via electronic means (e.g., email) within two (2) business days in the event the budget is not approved by the CEO.

- a. Should the amount of available grant funds change after the Fiscal Agent submits the initial budget request, the Fiscal Agent, with the assistance of LWDB and/or its delegates, shall prepare a revised budget and submit it for LWDB approval within 60 days of being notified of the change in funding. The revised LWDB-approved budget shall be submitted by the Fiscal Agent for CEO approval. The Fiscal Agent shall notify the LWDB Chair and LWDB Executive Director via electronic means (e.g., email) within two (2) business days in the event the budget is not approved by the CEO.
 - b. As part of the annual budget development process, the Fiscal Agent, Maricopa County Department of Finance, shall submit an operating budget to the CEO and LWDB for approval. The operating budget shall include the Fiscal Agent's direct Personnel and Operating Expenses and indirect charges, in accordance with 2 CFR 200 Uniform Administrative Requirements. The LWDB and CEO will agree upon the amount to be paid by LWDB to Maricopa County Department of Finance for its performance of the Fiscal Agent role as outlined in *Addendum 2-Fiscal Agent Responsibilities*.
 - c. The Fiscal Agent shall provide the LWDB and CEO with monthly updates on year-to-date spending progress and compliance issues. This information shall be included in the regular meetings of both the CEO and LWDB.
4. **One-Stop Operator Selection:** Consistent with WIOA Section 107(d)(10) and Workforce Arizona Council policy, the LWDB, in consultation with the CEO, is responsible for the oversight and selection of the Operator of the local Workforce

System. The LWDB must designate an Operator for their LWDA that will ensure seamless service delivery within each center. Consistent with section 121(d), the LWDB, with the agreement of the CEO for the local area—

(i) shall designate or certify one-stop operators as described in section 121(d)(2)(A); and

(ii) may terminate for cause the eligibility of such operators (20 CFR §679.370(k)).

a. In order to conduct a competitive process for the selection of a one-stop operator in accordance with 121(d)(2)(A), the LWDB, with the agreement of the CEO, shall issue a Request for Proposals for a designated time period, with public notice being provided through print media and/or electronic means. The Maricopa County Office of Procurement Services shall conduct all procurements at the request of the LWDB, according to County procurement policy. Proposals received shall be reviewed by an ad hoc committee approved by the LWDB and CEO. A representative from the County Office of Procurement Services shall facilitate the proposal review and scoring process. The review committee shall make a recommendation to the LWDB for selection of the Operator. Upon approval by the LWDB, a contract is drafted and presented to the CEO for agreement and signature. The selected Operator shall enter into a contract with the LWDB and CEO, as developed by the County Office of Procurement Services.

b. The LWDB may terminate the OSO for non-performance and/or contractual violations. Terminations must be in accordance with 2 CFR part 200 and Maricopa County procurement policies and code, as well as applicable federal and state laws. Termination that results in the cancellation of a contract must be formally approved by the CEO or Maricopa County Chief Procurement Officer, consistent with Maricopa County procurement policies and code and applicable federal and state laws. The CEO, or designee, shall notify the LWDB Chair and LWDB Executive Director via electronic means (e.g., email) within two (2) business days in the event the termination is not approved by the CEO.

5. **Youth Activities:** In partnership with the LWDB, the CEO shall conduct oversight for local youth workforce investment activities authorized under section 129(c). Refer to Program Oversight section below, for detailed information.

The LWDB has a standing Youth Committee (refer to the *Bylaws* and *Youth Committee Charter* for the composition of and appointment procedures, and for detailed responsibilities of the standing Youth Committee). The Youth Committee is tasked with the responsibility of selecting providers and overseeing the youth activities under youth formula programs and making recommendations to the LWDB. The Youth Committee, in consultation with the LWDB, will carry out its responsibilities for youth activities under youth formula funds by developing a Youth Program Design framework that includes an outreach and marketing plan, career pathway models for in-demand and emerging industries and occupations, partnerships with community-based organizations that serve young adults with barriers to employment, and a youth participant framework tool for ARIZONA@WORK partner staff. The Youth Program service provider(s) will be responsible for implementation of the Youth Program Design framework.

6. **Program Oversight:** The LWDB, in partnership with the CEO, shall conduct oversight with respect to local programs of youth (WIOA §129(c)), adult, and dislocated worker employment

and training activities under WIOA §134(c) and (d), and the entire one-stop delivery system in the local area (20 CFR §679.370).

Regularly scheduled monitoring and oversight of the Adult, Dislocated Worker, and Youth programs administered in the LWDA will be conducted by LWDB staff. Service providers will provide monthly reports to LWDB staff (refer to the *Career Services Contract* for reporting details).

Use of Funds to Maximize Performance Outcomes: The LWDB, in partnership with the CEO, will ensure the appropriate use, management, and investment of funds to maximize performance outcomes under WIOA sec. 116 (20 CFR §679.370).

The one-stop operator will coordinate with LWDB staff, service providers, and Core Partners to provide quarterly reports to the LWDB on the performance of the ARIZONA@WORK-MARICOPA COUNTY System.

- a. The one-stop operator's quarterly performance reports will include updates on activities and performance of the Adult, Dislocated Worker, and Youth Programs, as well as Core Partner Programs (i.e., Titles II–IV).
- b. Service provider management staff will attend quarterly LWDB meetings to answer any questions that may arise from the one-stop operator and/or LWDB staff reports.
- c. At the annual joint LWDB/CEO meeting, LWDB staff will provide a workforce system report to the LWDB and CEO.
- d. Reports will be continuously improved by LWDB staff via solicited input from core partners, LWDB, and the CEO.

Appropriate Use, Management, and Investment of Title I-B Funds: The LWDB, in partnership with the CEO, will ensure the appropriate use, management, and investment of funds provided under subtitle B. The Fiscal Agent shall provide monthly budget updates to LWDB, LWDB Executive Director, and the CEO (refer to *Addendum 2-Fiscal Agent Responsibilities* for details regarding financial reporting).

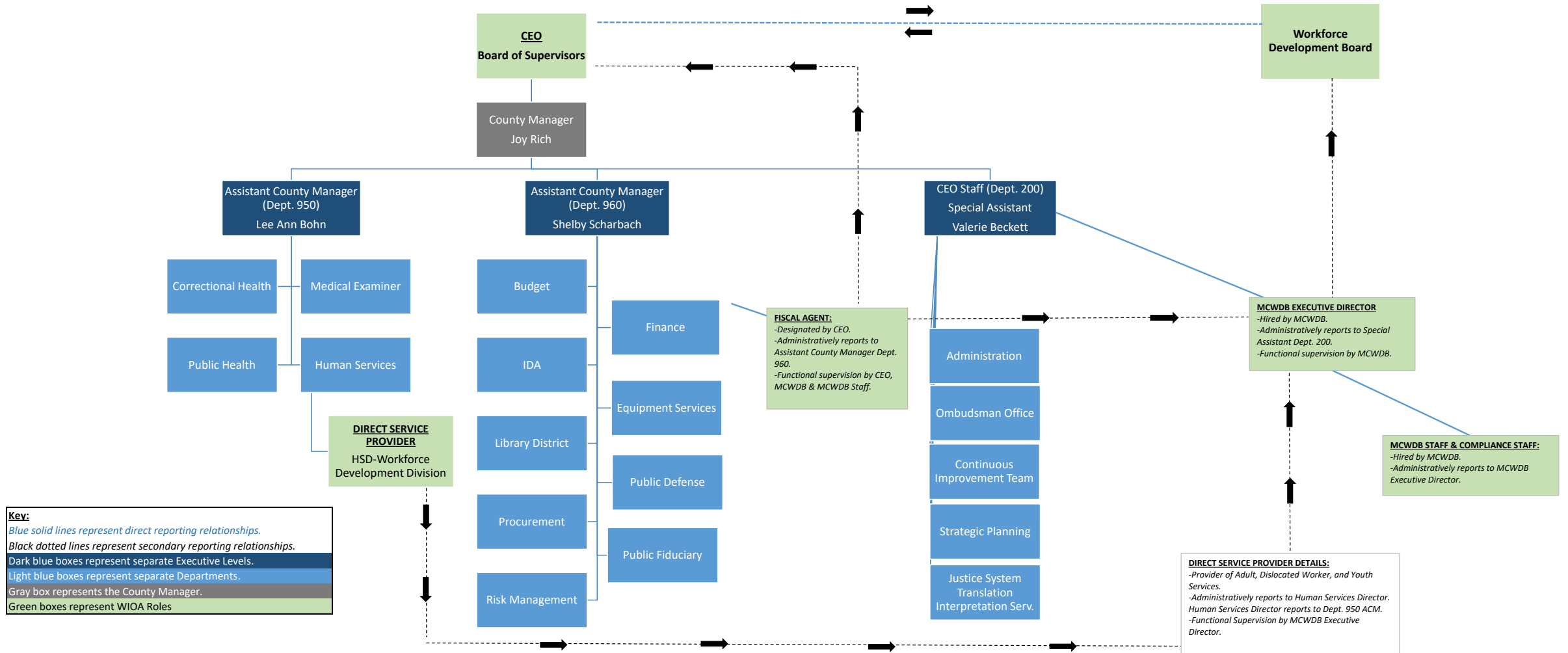
- a. Financials will be reported in a format approved by the CEO and LWDB, with financial metrics, including percentage of funds obligated and/or expended for the Adult, Dislocated Worker, and Youth programs.
- b. Service provider management staff will attend quarterly LWDB meetings to answer any questions that may arise from the Fiscal Agent report.
- c. At the annual joint LWDB/CEO meeting, the Fiscal Agent will provide a monitoring report to the LWDB and CEO.
- d. Reports will be continuously improved by LWDB staff via solicited input from core partners, LWDB, and the CEO.

7. **Setting Local Area Performance Indicators:** The LWDB, in partnership with the CEO, will negotiate and reach agreement on local performance indicators (20 CFR §679.370). The LWDB and CEO give authority to LWDB staff to negotiate performance measures for Title I-B. LWDB staff shall work with key stakeholders to understand historical performance and propose performance measures for LWDB and CEO consideration. LWDB staff shall then submit proposed performance measures for approval by the LWDB. The LWDB-approved proposed performance measures shall then be submitted for CEO approval. The CEO, or designee, shall notify the LWDB Chair and LWDB Executive Director via electronic means (e.g., email) within two (2) business days in the event the performance measures are not approved by the CEO. LWDB staff will then negotiate performance measures with Arizona

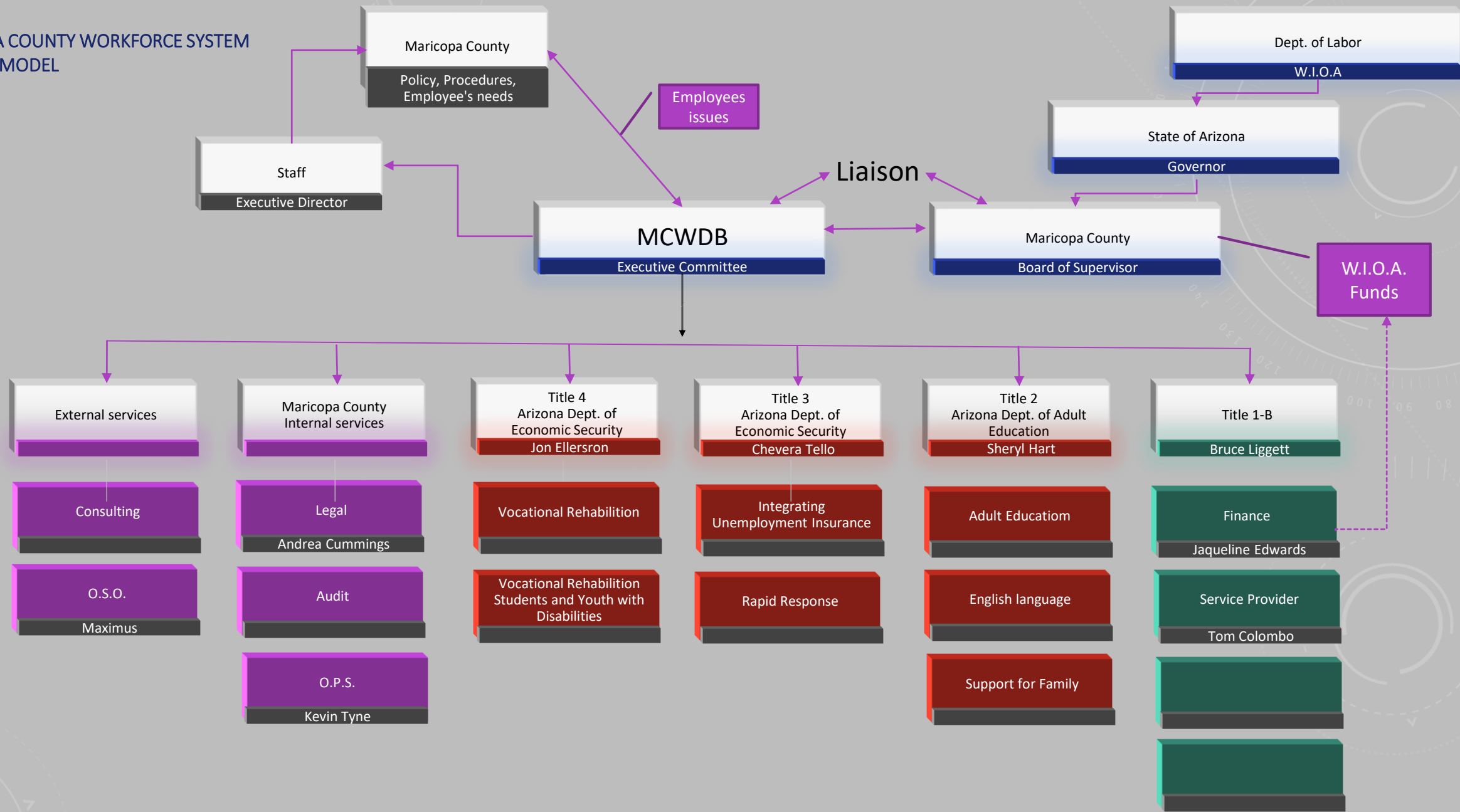
Department of Economic Security staff. The final negotiated performance measures shall be presented by LWDB staff to the LWDB and CEO with accompanying justification in those instances when the final performance measures deviated from the proposed measures.

8. **Memorandum of Understanding:** The LWDB will negotiate with the CEO and required Core Partners on the methods for funding the infrastructure costs of one-stop centers in the LWDA, in accordance with 20 CFR §678.715, or must notify the Governor if they fail to reach agreement at the local level.
 - a. In coordination with the LWDB, board staff shall develop the Memorandums of Understanding with the Core Partners;
 - b. Memorandums of Understanding shall be consistent with WIOA, regulations, State and County policies.
 - c. The methods for cost sharing will be reviewed by the Fiscal Agent, prior to finalization to ensure that:
 - i. Each partner program's share of funding has been calculated in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards in 2 CFR Part 200
 - ii. The method allocates costs to partners relative to benefits received;
 - iii. Allocated costs are allowable, reasonable and necessary.
 - d. The draft Memorandums of Understanding shall be submitted to the CEO and LWDB for consideration and feedback.
 - e. LWDB staff shall then provide the draft Memorandums of Understanding for review by the Maricopa County Attorney's Office;
 - f. LWDB staff shall then finalize the Memorandums of Understanding and submit the documents for LWDB review and approval;
 - g. The Chair of the LWDB shall sign the Memorandums of Understanding; and
 - h. LWDB staff shall submit the Memorandums of Understanding to the CEO for approval and signature. The CEO, or designee, shall notify the LWDB Chair and LWDB Executive Director via electronic means (e.g., email) within two (2) business days in the event the Memorandums of Understanding are not approved by the CEO. The Memorandums of Understanding are effective only when approved by the CEO, LWDB, and Core Partners.
 - i. For all amendments to the fully executed Memorandums of Understanding, the LWDB shall follow the prescribed process as stated in this Addendum.

Attachment A: Maricopa County Local Workforce Development Area Organizational Chart
 Revised 10.30.19



MARICOPA COUNTY WORKFORCE SYSTEM
BUSINESS MODEL



**Workforce Innovation and Opportunity Act
Career Services Contract**

Between:

**Maricopa County Workforce Development Board
and
Maricopa County Human Services Department**

VERSION:

VERSION	DATE	DESCRIPTION	AUTHOR

APPROVAL:

APPROVERS	ROLE	SIGNED	APPROVAL DATE

1. Service Contract Overview

This Contract represents a Service Contract (“Contract”) between the Maricopa County Workforce Development Board (“MCWDB”) and the Maricopa County Human Services Department (“MCHSD”) for career, youth and business services required under the Workforce Innovation and Opportunity Act (“WIOA”).

This Contract is only valid July 1, 2020 thru December 31, 2020.

This Contract outlines the parameters of career, youth and business services as requested by the MCWDB for the Maricopa County local workforce development service area, excluding the City of Phoenix.

2. Goals & Objectives

The purpose of this Contract is to ensure that the proper elements and commitments are in place to provide consistent career, youth and business service support and delivery to the MCWDB by MCHSD.

The goal of this Contract is to ensure mutual agreement of career, youth and business service provision between MCWDB and MCHSD.

The objectives of this Contract are to:

- a. Provide clear reference to service ownership, accountability, roles and/or responsibilities
- b. Present a clear, concise and measurable description of service provision to the MCWDB
- c. Match perceptions of expected service provision with actual service support and delivery.

3. Parties

The following Service PROVIDER(s) and Customer(s) will be used as the basis of the Contract and represent the primary Parties associated with the Contract:

- a. Career, Youth and Business Service PROVIDER: Maricopa County Human Services Department (PROVIDER)
- b. Career, Youth and Business Service Customer: Maricopa County Workforce Development Board (“CUSTOMER”)

4. Periodic review

This Contract will be reviewed at a minimum twice per fiscal year, however, in lieu of a review during any period specified, the current Contract will be in effect.

The MCWDB staff is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided contract is established between the primary Parties and communicated to all Parties. The MCWDB will incorporate all subsequent revisions and obtain contracts/approvals as required.

MCWDB Staff:	MCWDB
Review Period:	Bi-Yearly (6 months)
Previous Review Date:	Initial Award
Next Review Date:	12-31-2020

5. Service Contract

The following detailed service parameters are the responsibility of the PROVIDER in support of this Contract.

5.1 Career Services

The PROVIDER is responsible for providing staffing and program services to meet the needs of job seeker and employer customers. The PROVIDER will provide high energy staff to deliver high quality services to customers and determine need for supportive services, employment and training, assess availability, suitability and identification of resources to meet those needs.

PROVIDER shall provide staffing for the following career services elements:

- a. **Basic Services:** services include outreach, intake, orientation, conducting initial assessments, labor exchange/job search labor market information, support services, unemployment insurance assistance, financial aid information as well as completes AZ@WORK enrollment activities, and makes referral decisions based on information obtained in the intake process. These elements are required to be entered along with required pertinent data elements into to AZ@WORK system.
- b. **Individualized Services:** services include comprehensive assessments, individual employment plan formulation, career planning/counseling, skill development/workforce preparation thru short-term prevocational and vocational training, internships, work experiences, pre-apprenticeship activities, financial literacy and English Language education. These elements are required is to be entered along with required pertinent data elements into the AZ@WORK system.
- c. **Employment Services:** services for job seeker customers include a variety of job search activities, including resume development, interview preparation, job referrals and others. The Employment services also engage employers on a variety of business need activities including projected hiring in targeted industries, talent training and job placements.

WIOA adult and dislocated worker staff under this contract may at the direction of the One Stop Operator perform duties in all three areas above dependent on center needs.

The AZ@WORK - MARICOPA COUNTY system is customer focused, helping individuals access the tools they need to manage their career through information and high-quality services, and connects businesses with skilled workers. The WIOA Title 1B program provides a wide range of employment and training services delivered in the AZ@WORK - MARICOPA COUNTY career center(s) including but not limited to: determining eligibility, enrolling clients into WIOA, assisting with job search, identifying ways to assist with skill development, work

based learning including OJT and work experience, classroom training and maintaining required documentation.

Services to be Offered

Adult and dislocated worker staff under this contract will provide services throughout the local area within the Maricopa County region. Staff will deliver WIOA Title IB workforce development services and training to both job seekers and employer customers. Adult and dislocated worker services must be provided through the job center(s) to eligible and suitable individuals and include the following as outlined in MOU/IFA and applicable attachments C-22-17-066-3-00, (Attachment B): 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. PROVIDER is expected to provide a positive customer experience.

- a. Basic Services are universally accessible to all interest individuals and provides services which customers can access on their own to assist them in obtaining employment. Individuals are not registered for WIOA when receiving self-service basic services but will require registration if they receive services that are not primarily informational and must be staff assisted. Career services may provide more intensive, case management centered services which offer a broad array of more in-depth staff assisted services.
- b. Individualized services may provide occupational skills training through a variety of mechanisms including but not limited to individual training for classroom training and work-based learning.
- c. Business/Rapid Response Services: Services as mandated by USDOL delivered to businesses and employees of companies that are experiencing downsizing through layoffs or closure and may also been impacted by a Worker Adjustment & Retraining Notification. (WARN) issued by the State of Arizona. PROVIDER shall provide the following services to employees of businesses issuing WARN notices or experiencing layoffs or closures in conjunction with other appropriate partners:
 - i. reviewing affected workers assistance needs
 - ii. coordinate and conduct workshops to assist with career transition, job search tools, resume preparation, and interviewing techniques
 - iii. assess re-employment prospects for workers in the local community
 - iv. provide information on available resources to meet short- and long-term needs of affected workers
 - v. establish a referral process for affected workers to AZ@WORK - MARICOPA COUNTY
 - vi. develop recruitment activities including but not limited to job fairs, targeted recruitments and job lead development

- vii. provide information on Rapid Response relating to potential dislocations, available adjustment assistance and when appropriate information on TAA and NAFTA.

The PROVIDER will recruit eligible adults and dislocated workers and be responsible for the determination and certification of eligibility. PROVIDER will coordinate outreach and recruitment efforts with local community Parties. All recruitment materials must contain " equal opportunity employer/program" statement provided by the MCWDB. All materials must also include the statement that " auxiliary aids and services are available upon request to individuals with individuals with disabilities.". PROVIDER must comply with all related sections of 29 CFR Part 37.

PROVIDER will be responsible for determine eligibility, suitability and for collecting and verifying all necessary eligibility documents. These verification documents must be maintained in the AZ@WORK data system and subject to review by the MCWDB and its staff.

Adult program services are available to:

- anyone 18 years or older
- a United States citizen or legally authorized to work in this US
- a male, in compliance with Selective Service registration requirements
- 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.

Dislocated Worker services are available to individuals who:

- have been terminated or laid off due to no fault of their own or have received notice of a termination or layoff; eligible for or has exhausted unemployment insurance; or is 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 is unlikely to return to the previous industry or occupation
- includes those who 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).

The PROVIDER will provide and document how they inform each adult and dislocated applicant in detail on necessary documentation to establish eligibility prior to conducting an official determination of eligibility. The briefing will include discussion of the required documentation associated with establishing economic eligibility and the existence of a recognized barrier to employment.

Applicants who meet eligibility will be provided:

- Information on full array of services available to them in the AZ@WORK-MARICOPA COUNTY local workforce system
- Information on the full array of applicable or appropriate available referral services
- Referrals to appropriate training, education or social services that have verifiable capacity to serve the applicant

The PROVIDER will provide and document how each applicant meets eligibility in accordance with all WIOA reporting requirements.

The PROVIDER is liable for all disallowed costs pertaining to WIOA adult/dislocated worker eligibility applications that are subsequently determined as ineligible via an audit and/or monitoring.

PROVIDER will conduct an in-depth assessment to obtain academic level, skills levels, and service needs of each applicant at the time of enrollment into WIOA activities.

Assessment use will include: basic skills, work readiness strategies, occupational skills, prior work experience, barriers to employment, occupational interests and aptitudes, financial resources and needs, supportive service needs, and development needs. Information should be acquired through standardized tests, structured interviews, inventories, competency-based assessments and others as determined by the MCWDB.

Assessments will inform orientation process and determine if additional screening activities are necessary. If additional screening activities are documented and required applicants will be referred to work readiness sessions. If additional screening activities are not deemed necessary, applicants will not be required to participate in readiness sessions and be credited for this step in the eligibility process.

Work readiness sessions will provide the skill(s) needed by each participant as identified during the assessment process. Participants will receive a written notice of needed skills following assessment process to ensure participant clarity on individualized skill acquisition.

Work readiness sessions will be no more than one week in length.

All participants receiving WIOA Title IB adult or dislocated workers services must have a written, individualized plan of services and activities based upon entry assessment information. The Individualized Employment Plan (IEP) will be developed by the case manager and the participant. The IEP will include relevant history, present circumstances, and short- and long-term goals. Each IEP will be tailored to each participant's needs specifying goals, services to accomplish goals, sequence and timeline as well as benchmarks towards objectives to obtain employment.

At a minimum the IEP will be reviewed with the participant every three (3) months to gauge progress towards objectives.

Because WIOA resources are generally insufficient to provide the full range of training or support needed in the IEP, every reasonable effort to utilize other community resources must be made by PROVIDER to arrange academic, work readiness, occupational skills training or support services for each participant.

5.2 Training Services

Upon completion of orientation and assessments, customers may be deemed appropriate for training services. If the customer is unlikely to obtain or retain self-sufficient employment, the case manager may recommend classroom training, work-based training or a combination of both. Any sponsored training will focus on selected MCWDB in-demand sectors and occupations.

- a. Comprehensive Case Management: PROVIDER will provide comprehensive case management to adults and dislocated workers to support their attainment of training and employment outcomes. PROVIDER staff is expected to work closely with each customer to provide support, guidance, solve problems, and attainment of IEP objectives.

Customers should be informed and noticed in writing how they will be in receipt of service coordination, advising and counseling, advocacy, follow up and accurate and timely record keeping from their case manager.

5.3 Youth Services

PROVIDER will provide comprehensive youth development services based on principles and best practices that support, motivate, and prepare youth for continuing educational achievements, successful transition into adulthood, and long-term success in employment. The PROVIDER service strategies must be age appropriate and provide a unique customized mix of services that address the goals and needs of disconnected youth. The services must lead to the attainment of goals and performance measures for youth.

Fourteen Program Elements

The PROVIDER will make available all **fourteen (14)** elements for the Maricopa County local workforce development area either directly or via subcontracts.

If PROVIDER elects to deliver elements via subcontracts the PROVIDER must identify specific partners to fulfill their obligations within the youth system and obtain MCWDB prior approval.

A Memorandum of Understanding(s), Contract, or Letter(s) of Collaboration, must be submitted to the MCWDB prior to engagement and must contain the following information:

- A description of what youth services will be provided by subcontractor
- Method of referral
- Duration of the memorandum/contract/subcontract and procedures as well as
- Other provisions as agreed upon and documented by the PROVIDER and subcontractors.

- 1. Comprehensive guidance and counseling activities** – to assist youth in making sound decisions regarding their education and professional plans and goals. Counseling and guidance activities related to life choices may include assisting youth to:
 - Deal with the pressures of life
 - Resolve interpersonal conflicts with others
 - Avoid and/or resist peer pressure
 - Understand how educational/vocational choices impact their future life style
 - Life Skills training (budgeting, time management, etc.)
 - Drug and alcohol abuse counseling
- 2. Financial Literacy education** – supporting the ability of participants to create household budgets, initiate savings plans, and make informed financial decisions about education, retirement, home ownership, wealth building or other savings goals.
- 3. Services that provides labor market and employment information about the targeted industry sectors or occupations available within the local area** – career awareness, career counseling and career exploration
- 4. Tutoring, study skills training, and instruction and evidence-based dropout prevention and recovery strategies** – that lead to completion of the requirements for a secondary school diploma or its recognized equivalent or for a recognized postsecondary credential.
- 5. Entrepreneurial skills training** – including, but not limited to, knowledge of start-up business models, writing business plans, financial management, basic accounting and finance principles, legal and risk management marketing needs and planning, customer service and time management, HR issues, record keeping and taxes.
- 6. Paid and unpaid work experiences** – that have an academic component and occupational education which may include summer employment opportunities, pre-apprenticeship programs, internships and job shadowing, and on-the-job training.

Work experience assists youth understand proper workplace behavior and what is necessary in order to attain and retain employment. These important skills assist youth in understanding the world of work and its requirements. Work experiences can serve as a stepping stone to unsubsidized employment and is an important step in the process of developing a career pathway for youth. *Not less than 20% of the youth program funds shall be used to provide in-school and out-of-school youth with work experience activities.*
- 7. Occupational skills training** – the MCWDB is committed to creating a pipeline of skilled youth needed by Phoenix area businesses. This will require post-secondary education and/or skills training to attain industry standard certifications. Training must align with the Board’s approved targeted occupations list.
- 8. Leadership development opportunities** – encourage responsibility, employability, and pre employment training. Other positive social behaviors are citizenship skills, which according to the Workforce Innovation and Opportunity Act include a variety of activities designed to

guide youth toward becoming mature adults, good neighbors and conscientious citizens. Activities for citizenship skills may include, but are not limited to: life skills instruction, decision-making skills training, cultural diversity instruction, community service projects, self-esteem building activities, and real life skills. Other leadership development opportunities may also include but are not limited to: peer-centered activities, including peer mentoring and tutoring, community service-learning projects, exposure to post-secondary educational opportunities and work simulation.

- 9. Adult mentoring** – for the period of program participation and a subsequent period, for a total of not less than 12 months.
- 10. Supportive services** – such as transportation assistance, childcare, work attire/related tools, and eyewear, etc.
- 11. Follow-up services** – for not less than 12 months after the youth are exited from the program, as appropriate. The PROVIDER will provide the appropriate services/activities to enhance the youth's academic/occupational progress to ensure long-term success. The type and intensity of follow-up services may differ for each participant. However, follow-up services must include more than only a contact attempted or made for securing documentation in order to report a performance outcome. (WIOA sec.129(c)(2)(I).(a) Follow-up services are critical services provided following a youth's exit from the program to help ensure the youth is successful in employment and/or post-secondary education and training. (b) Follow-up services for youth may include:(1) The leadership development and supportive service activities; (2) Regular contact with a youth participant's employer, including assistance in addressing work-related problems that arise; (3) Assistance in securing better paying jobs, career pathway development, and further education or training; (4) Work-related peer support groups;(5) Adult mentoring; and/or(6) Services necessary to ensure the success of youth participants in employment and/or post-secondary education.
- 12. Alternative secondary school instruction or dropout recovery services** – alternative secondary school instruction will be available through Title II.

Many disconnected youth ages 16 to 24 meet eligibility requirements for both WIOA youth activities and Title II services. Co-enrollment between these two programs is encouraged to disconnected youth.
- 13. Activities that help youth prepare for and transition to post-secondary education and training** – this element is available through Title II.
- 14. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster** – this program element reflects the integrated education and training model and requires integrated education and training to occur concurrently and contextually with workforce preparation activities and workforce training. This program element describe show workforce preparations activities, basic academic skills, and hands-on occupational skills training are to

be taught within the same time frame and connected to training in a specific occupation, occupational cluster, or career pathway. (WIOA sec. 129(c)(2)(E)).

Draft

Youth Comprehensive Case Management

PROVIDER will provide comprehensive case management to youth to support their attainment of training and employment outcomes. PROVIDER staff is expected to work closely with each customer to provide support, guidance, solve problems, and attainment of IEP objectives.

Customers should be informed and noticed in writing how they will be in receipt of service coordination, advising and counseling, advocacy, follow up and accurate and timely record keeping from their case manager.

PROVIDER staff are to adhere to professional standards of client confidentiality as required under WIOA.

5.4 Business Services

Business services serves as a centerpiece in the development of effective career pathways and work-based learning opportunities for adults, youth and dislocated workers. Local and regional employers must be engaged to promote connections between in-demand opportunities and program participants.

PROVIDER will be expected to provide Business Services in accordance with MOU/IFA – C-22-17-066-3-00 as follows as well as meet monthly with MCWDB staff and/or One Stop Operator to discuss readiness of participants compared to employer need as well as placement data in employment and retention of employment:

Employer Services (American Job Center based services such as job development, job orders, and another services, etc.) will be provided by PROVIDER by engaging employers, education and training PROVIDERS to work together to align career and technical education with local industry skill expectation, the MCWDB region will have job seekers that are trained to meet the employer's hiring criteria to obtain employment.

The MCWDB have identified strategies below to focus on employers in the Maricopa County region:

- Strategy 1: Work with employers to align skill needs with local industry requirements.
- Strategy 2: Increase marketing, outreach, and enrollment of job seekers and employers
- Strategy 3: Develop single point of contact resources to benefit employers regionally
- Strategy 4: Recruit under-utilized talent pools (foster youth, individuals with special needs, and residents of underserved areas) to increase marketability to employers.

6. Operation Requirements

- a. PROVIDER Staffing and Training – In the event of staff turnover, PROVIDER will replace staff within a maximum of 60 days. Additionally, the PROVIDER will identify a

single point of contact who will work with One Stop Operator and MCWDB staff on all issues.

- b. PROVIDER is solely responsible for training and all associated expenses of staff.
- c. PROVIDER Assurances – PROVIDER must guarantee that it is responsible and possesses the ability to perform successfully under the terms and conditions of contract with adequate financial and technical resources or the ability to obtain such resources as required during the performance of a contract and that it has the administrative capability, capacity and competence necessary to carry out the terms and conditions of a contract as specified. If the MCWDB determines, at its sole discretion, that the PROVIDER is not responsible or that it does not possess the administrative, financial, and technical resources and capabilities necessary to successfully perform under the terms and conditions of a contract determined not responsible after award, it shall terminate the contract.
- d. Service Metrics and Accountability – The PROVIDER is expected to meet or exceed all WIOA negotiated performance goals, service targets and key performance indicators (Attachment A), including elements as outlined in the MOU/IFA and applicable attachments– C2217066-3-00 in effect for the duration and term of this agreement within the ARIZONA@WORK – MARICOPA COUNTY workforce service area.
- e. PROVIDER must make and justify every effort to obtain stated service levels. If the PROVIDER is not able to meet their stated service levels the PROVIDER is responsible to notify the MCWDB Chairman and Executive Director immediately with a detail plan of action.
- f. Service levels that are not met in accordance with the PROVIDER proposed service plan may be de-obligated if deemed necessary by the MCWDB.
- g. 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.

2 nd Quarter after Exit:	Adult
	Dislocated Worker
	Youth
4 th Quarter after Exit:	Adult
	Dislocated Worker
	Youth
 - ii. **Median Earnings:** The median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.

2 nd Quarter after Exit:	Adult
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Dislocated Worker

Youth

- 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.

During participation in or within 1 year after exit from the program:

Adult

Dislocated Worker

Youth

- 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:

- Documented achievement of at least one educational functioning level of a participant who is receiving instruction below the postsecondary education level;
- Documented attainment of a secondary school diploma or its recognized equivalent;
- 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;
- 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
- 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.

A gain shall be attained and documented at the end of each program year (June 30th):

Adult

Dislocated Worker

Youth

7. Fiscal and Operational Reporting

PROVIDER must submit a financial report of expenditures at least once monthly. A financial report is considered timely if submitted in accordance to the timeframe outlined below:

Expenditure reports are due to the Operations by Close of Business (COB) on the 10th calendar day of the month for the previous month's expenditure. If the 10th falls on a weekend or on a holiday, the report are due by COB the next business day following the 10th.

It is especially important the report for the 10th accurately and fully represent cumulative expenditures, including accruals, through the end of the previous month, including any adjustments (made in the current month only) for prior periods. Expenditures reported to the MCWDB on the 10th represent the primary basis for monthly expenditures reporting to the grantor agency.

The cash draw from the grantor agency generally will occur on the business day following the XX.

Expenditure reports received after the 10th will NOT be processed and cash will NOT be drawn for payment on those reports until the next processing cycle associated with the next report date.

Back up documentation for each financial report must be maintained by the PROVIDER and readily available for inspection by the MCWDB, or state or federal funding agencies, at any time during normal business hours.

The MCWDB will schedule a review of back up documentation at least several times during the contract period and may at its option conduct other inspections.

If the PROVIDER identified an error or omission from a previous report, the PROVIDER must include the corrected information in the current month's report.

PROVIDER must ensure each month's expenditures are at a reasonably acceptable level and should manage financial resources to meet the expenditure benchmark targets for each month and relative proportion of Contract term.

8. Subcontracts

The MCWDB retains the right to review and approve each and every subcontract written by PROVIDER under this Contract prior to execution of the subcontract.

9. Information Systems

There are multiple information systems into which PROVIDER staff enter and retrieve customer data. The accuracy and timeliness of the data entered is essential to customer service and

PROVIDER accountability. PROVIDER must ensure staff have access to the appropriate information system and safeguard these information systems from unauthorized access of use.

- a. Data Entry, Security and PII
 - i. PROVIDER must ensure staff update customer records on the same day staff have knowledge of recordable action or information. Inherent in this requirement is the understanding that staff maintain frequent contact with customers.
 - ii. PROVIDER must monitor and review customer records for data integrity.
 - iii. PROVIDER must comply with all security standards and guidelines as required by DES and WIOA
 - iv. PROVIDER will maintain confidentiality of any Personally Identifiable Information (PII). This applies to both printed and electronic PII.
 - v. PROVIDER staff are to adhere to professional standards of client confidentiality as required under WIOA.

10. Acquiring/Moving Facilities

PROVIDER must justify a move from a current location to another one by demonstrating necessity and benefit to customers. PROVIDER must submit a proposal to move an office to the MCWDB Executive Director at least 120 days prior to the planned move date.

11. Equipment

- a. PROVIDER is responsible for purchasing and maintaining computers and related technical software and hardware for client access to specified information and services in the resource room at each career office.
- b. PROVIDER is also responsible for purchasing and maintaining assistive technology and auxiliary aids that meet established minimum accessibility requirements for each career office.
- c. MCWDB will provide technical assistance and general information. Installation, updating, ongoing maintenance and continued connectivity to required system are the responsibility of the PROVIDER.

12. PROVIDER Requirements

PROVIDER responsibilities and/or requirements in support of this Contract include:

- *Designation of single point of contact
- Appropriate notification to MCWDB staff for all scheduled reports

13. Service Assumptions

Changes to services will be communicated and documented to all Parties.

14. Service Management

- a. Service Availability

Coverage parameters specific to the service(s) covered in this Contract are as follows:

Locations of One Stop Career Centers

The PROVIDER will provide at a minimum one comprehensive physical center in the Maricopa County workforce development area. Comprehensive one-stop centers must be a physical location where job seeker and employer customers can access the programs, services and activities of all required one-stop partners.

The minimum hours of operation for each AZ@WORK -MARICOPA COUNTY career centers are 40 hours per week. PROVIDER must schedule staff to ensure coverage during these 40 hours. Days and hours may vary by center at the option of the MCWDB. Staff are expected to conform to hours for the center to which they are assigned and be present for career center meetings as required by the One Stop Operator or MCWDB staff.

WIOA allows for affiliate one-stop sites in each local workforce development area.

The PROVIDER will provide services to all MCWDB approved affiliate sites.

Affiliate sites make services available to job seeker and employer customers from one or more one-stop partner programs, services and activities.

The frequency of the "PROVIDER's" physical presence in affiliated site(s) will be determined at onset of contract term with PROVIDER.

15. Service Requests

In support of services outlined in this Contract, the PROVIDER will respond to service requests submitted by the MCWDB within the following timelines:

- a. 0-8 hours (during business hours) for issues classified as High priority
- b. Within 48 hours for issues classified as Medium priority
- c. Within 5 working days for issues classified as Low priority

16. Budgeting and Funding

- a. The PROVIDER agrees to expend funds in accordance with the approved budget provided in this Contract (Attachment B).
- b. The total maximum amount payable under this Contract shall not exceed amount as approved by MCWDB and documented for the purposes of this Contract.
- c. All WIOA eligible expenditures are cost-reimbursable.
- d. Eligible expenses will be verified by Fiscal Agent prior to reimbursement.
- e. The PROVIDER shall adhere to the approved Budget in Attachment B.
- f. All funds must be spent within term of this Contract.
- g. All expenditures that exceed a budget line item by more than 10% or \$5000 whichever is greater must be approved in writing by the MCWDB prior to expenditure.
- h. Funding and payment under this Contract shall be made by the Fiscal Agent at the direction of the MCWDB according to a monthly schedule, upon MCWDB's receipt of

satisfactorily completed deliverables and MCWDB's review and approval of properly executed invoices, submitted by the PROVIDER.

- i. Any budget revisions will originate with PROVIDER submitting a written request and justification of proposed changes to the MCWDB. Budget revisions do not change the maximum payable amount of Contract. Any budget increases/decreases to this Contract will be documented via formal Contract amendments.
- j. Full written Contract amendments are required for:
 - a) Extensions to the final date of the contract period;
 - b) Revisions to the maximum contract payment;
 - c) Revisions to the due dates for reports;
 - d) Revisions to any other contract provisions determined material by the MCWDB.
- k. PROVIDER shall meet the following youth services funding requirements:
 - a) At least 75% of the total Youth funding allocation must be expended for "out-of-school youth" activities, as defined within the WIOA; and
 - b) At least 20% of the Youth funding allocated to PROVIDER must be expended for paid and unpaid "work experience," as defined within the WIOA.

17. Notices

Notifications and communications concerning this Contract shall be directed to the following:

Maricopa County Workforce Development Board: Executive Director, Patricia Wallace
701 W. Jefferson St.
Phoenix AZ 85007

Maricopa County Human Services Department: Human Services Department Director,
Bruce Liggett
234 North Central, 3rd Floor
Phoenix AZ 85004

18. Certification 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.

19. Non Discrimination and Equal Opportunity

- a. All Parties to this CONTRACT 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.

20. 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 CONTRACT.
- 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:
 - 1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
 - 2. 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>

21. 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 CONTRACT 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.

22. 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.

23. Verification regarding compliance with Arizona Revised Statutes §41-4401 and Federal Immigration Laws and Regulations

- a. By entering into the CONTRACT, 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 CONTRACT. 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 CONTRACT 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](https://uscis.gov).
 - i. The MCWDB retains the legal right to inspect the Party and subcontractor employee documents performing work under this CONTRACT to verify compliance with paragraph 23.1.1 of this Section. The Parties and subcontractor shall be given reasonable notice of the MCWDB's intent to inspect and shall make the documents available at the time and date specified. Should the MCWDB suspect or find that the Parties or any of its subcontractors are not in compliance, the

MCWDB will consider this a material breach of the CONTRACT and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the CONTRACT for default, and suspension and/or debarment of the Parties. All costs necessary to verify compliance are the responsibility of the Parties.

24. Severability

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

25. Drug and Alcohol-Free Workplace

All Parties to this CONTRACT 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.

26. Certification Regarding Lobbying

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

27. Buy American Provision

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).

28. Salary Compensation and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2019; and Workforce Information Grants to States Allotments for PY 2019, 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.

29. Governing Law

This CONTRACT 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 Contract and WIOA, WIOA controls.

30. Entire Contract, Modification, Assignment, and Counterparts

This CONTRACT constitutes the entire understanding between the Parties and supersedes all prior written or oral proposals or CONTRACTs pertaining to the subject matter herein. No modification of this CONTRACT will be effective unless made in writing and executed by duly authorized representatives of each Party.

31. Conflict of Interest

If conflict arises that the Parties cannot resolve on their own, each Party may seek independent legal counsel.

(Remainder intentionally left blank: Signatures to follow)

Attachment A

2020 Key Performance Indicators

	Method of Measurement	Target	Time Frame
Monthly Reported KPIs			
Recruitment Efforts	Number and type of events/activities that target eligible applicants	20	July 1, 2020 - December 31, 2020
Returning vs. New Customers	Customer Total Count	25/75	July 1, 2020 - December 31, 2020
Enrollments per Case Manager	Number of New Qualified Applicants	Minimum of 20	July 1, 2020 - December 31, 2020
Case Manager Caseload Size	Number per Caseload	Average of 60	July 1, 2020 - December 31, 2020
Cost per Eligible Participant	Total Cost to Serve Customer	\$3,000	July 1, 2020 - December 31, 2020
Cost per Service	Total Cost of Each Service Rendered to each eligible participant	Baseline	July 1, 2020 - December 31, 2020
Time from Enrollment to Employment	Total time from date of enrollment to job placement		July 1, 2020 - December 31, 2020
	with training	Training Time + 60 Days	
	without training	60 Days	
Document# C-22-17-066-3-00, Attachment B.	As required	Every 90 days	July 1, 2020 - December 31, 2020

Attachment B

FY21 Funding & Budget

	Initial Agreement	Renewals Only
Contract Award Amount		
Contract Award Period	7/1/2020 – 12/31/2020	
Renewal/Amendment Beginning Date	N/A	

****An MCWDB approved detailed PROVIDER budget must be attached to this Contract prior to full execution by both parties that aligns with Contract award period.****

Draft

IN WITNESS THEREOF, the Parties have signed this Contract:

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 CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED DEPUTY COUNTY ATTORNEY, AND, IN ACCORDANCE WITH A.R.S. § 11-952, AND HAS DETERMINED THAT THIS CONTRACT 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

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. 4th 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.

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?

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. 4th Avenue
Phoenix, AZ 85003

cc: Patricia Wallace, Workforce Development Board Executive Director

Nancy Avina (HSD)

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

On Wed, Jan 15, 2020 at 8:33 AM Patricia Wallace (HSD) <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>

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

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

Cc: "Garcia, Angelica, C." <angelicagarcia@azdes.gov>, Karen Nelson Hunter <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

On Tue, Jan 14, 2020 at 11:35 AM Karen Nelson Hunter <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

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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

Human Services Dept. – Workforce Development

April 2019

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

Report Highlights	Page
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

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.

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.
-

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.

Standards

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

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

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.

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

Conclusion #1B: The processes for meeting key WIOA compliance requirements were not documented.	
Recommendation	HSD Action Plan
1B 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.	<p>Concur – completed</p> <p>Fiscal and budgetary written policies and procedures, which apply to all HSD fund sources (including WIOA), have been completed and implemented.</p> <p>Target Date: 1/01/2019</p>

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.

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

Conclusion #2B: The processes for meeting key governance agreement requirements were not documented.	
Recommendation	HSD Action Plan
2B 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>Target Date: Within 90 days after BOS approval of the Agreement</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.

Conclusion #3A: HSD policies over four key WIOA provisions conform to WIOA and related guidance.	
Recommendation	HSD Action Plan
None	N/A
Conclusion #3B: HSD’s supporting documentation for Training Services Qualification indicated compliance with WIOA requirements.	
Recommendation	HSD Action Plan
None	N/A
Conclusion #3C: As described in our observation, certain controls were not in place to ensure compliance with key career and youth service provider requirements.	
Recommendations	HSD Action Plan
3C-1 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>Target: 2/01/2019</p>
3C-2 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>Target: 9/30/2019</p>

Recommendations	HSD Action Plan
<p>3C-3 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>Target: 9/30/2019</p>
<p>3C-4 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>Target: 9/30/2019</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>Conclusion #4A: 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>Conclusion #5A: 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>Recommendation</p>	<p>WDB Action Plan</p>
<p>5A 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>Target Date: Within 90 days after BOS approval of the Agreement</p>

Conclusion #5B: Expectations for the content and frequency of financial and operational reports, and service-related proposals are not clarified in the governance agreement.	
Recommendation	WDB Action Plan
5B 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.	<p>Concur – in progress</p> <p>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.</p> <p>Target Date: Within 90 days after BOS approval of the Agreement</p>
Conclusion #5C: A formal reconciliation of the compliance requirements under WIOA to HSD’s current policies and practices was not completed.	
Recommendation	HSD Action Plan
5C 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.	<p>Concur – will implement with modifications</p> <p>HSD will document parts of the law and regulations where necessary to ensure compliance.</p> <p>Target Date: 9/30/2019</p>

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.

Conclusion #6A: The One Stop Operator charged more than allowed under the terms of its contract with the County.	
Recommendation	WDB Action Plan
6A 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. Target Date: 6/30/19
Conclusions #6B: There were no documented procedures for reviewing OSO invoices to verify services are billed in accordance with contract terms prior to approval for payment.	
Recommendation	WDB Action Plan
6B 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. Target Date: 6/30/2019
Conclusion #6C: Formal performance reviews for the OSO were not completed and OSO background checks were not verified, as required by the contract terms.	
Recommendations	WDB Action Plan
6C-1 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. Target Date: 6/30/2019

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

Nancy Avina (HSD)

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

On Mon, Nov 4, 2019 at 3:52 PM Patricia Wallace (HSD) <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-

- 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 choose 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.