

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

**Wednesday, August 26, 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:** Bonnie Schirato (Ph.), Christopher Tafoya (Ph.), Collin Stewart (Ph.), Elizabeth E. Cole (Ph.), Gregg Ghelfi (Ph.), Loren Granger (Ph.), Mark Wagner (Ph.), Matthew McGuire (Ph.), Neal Dauphin (Ph.), Shawn Hutchinson (Ph.), Stan Chavira (Ph.), Tina Drews (Ph.), Vanessa Andersen (Ph.)

**Members Absent:** Charisse Ward

**Call to Order.**

Interim Chairman, Matt McGuire, called the meeting to order at 9:30 a.m. and requested roll call.

**Opening Remarks.**

**Welcome** – Interim Chairman, McGuire thanked members of the board for attending the meeting and provided brief open meeting law reminders.

**Review Vision, Values and Goals** – Interim Chairman, McGuire reviewed the vision, values and goals of the board and provided brief remarks on agenda items.

**Roll Call.**

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

**Consent Agenda.**

Interim Chairman, McGuire, sought a motion for the approval of the consent agenda. Gregg Ghelfi made the motion. Shawn Hutchinson seconded the motion. Interim Chairman McGuire asked for any discussion; no discussion held. Roll call vote held:

**In favor:** Bonnie Schirato, Christopher Tafoya, Collin Stewart, Elizabeth E. Cole, Gregg Ghelfi, Loren Granger, Mark Wagner, Matthew McGuire, Neal Dauphin, Shawn Hutchinson, Stan Chavira, Tina Drews, Vanessa Andersen

**Opposed:** None

**Abstained:** None

**Not present:** Charisse Ward

Motion carried.

**Adoption of Full Board Meeting Schedule Revisions.**

Interim Chairman, Matt McGuire provided brief comments on the purpose for re-evaluating the Full Board meeting schedule and asked staff to share results of the survey conducted. Board Liaison, Nancy Avina provided a summary of the survey results on what worked best for board members. Interim Chairman, Matt McGuire sought a motion to move the meetings to the 3<sup>rd</sup> week of the month on Thursday. Bonnie Schirato made the motion. Gregg Ghelfi seconded the motion. Interim Chairman McGuire opened the floor for any discussion and shared brief thoughts. Brief discussion was held on when to begin the new schedule – board members agreed to begin the new schedule in October (2020). Interim Chairman McGuire requested an amendment to the motion to include activating the schedule in October. Bonnie Schirato amended her motion. Gregg Ghelfi accepted the amendment. No further discussion held. Roll call vote held:

**In favor:** Bonnie Schirato, Christopher Tafoya, Collin Stewart, Elizabeth E. Cole, Gregg Ghelfi, Loren Granger, Mark Wagner, Matthew McGuire, Neal Dauphin, Shawn Hutchinson, Stan Chavira, Tina Drews, Vanessa Andersen

**Opposed:** None

**Abstained:** None

**Not present:** Charisse Ward

Motion carried.

**The MCWDB 2018 Re-Certification Corrective Action Plan.**\*

Interim Chairman, Matt McGuire provided a brief overview and summary on the purpose of the agenda item and sub agenda items. He referenced materials provided (6A-6D) and indicated desire for board action:

**Corrective Action Plan and workgroup formation** – Interim Chairman McGuire sought a motion to adopt the corrective action plan for submission to the Workforce Arizona Council. Shawn Hutchinson made a motion. Neal Dauphin seconded the motion. Interim Chairman McGuire opened the floor for discussion and asked Assistant County Manager, Lee Ann Bohn to walk the board through all elements to getting the work done by the deadline (November 1<sup>st</sup>). Ms. Bohn shared details of the letter received from DES and request for a corrective action plan by September 1<sup>st</sup>; she also shared information on the 4 areas that need to be completed by the November deadline and recommendations on how to get the work done. Questions were asked regarding bylaws revisions and their review prior to approval; Ms. Bohn provided clarification. Interim Chairman McGuire shared his desire of establishing a workgroup to get back on track; brief clarification was provided on the workgroup being established. Discussion was held on concerns regarding the agenda item and sub items, as well as on MOU/IFA being delegated to the Fiscal Agent without a Full Board vote and service provider conflict of interest on performance negotiations. Interim Chairman McGuire asked for legal counsel; Ms. Andrea Cummings provided brief guidance. Discussion was held on the various concerns. A board member requested guidance from the Department of Labor on concerns. Interim Chairman McGuire asked staff to log concerns as urgent follow-up item with DOL. Interim Chairman McGuire asked for a roll call vote on the motion; WDB staff restated the motion and held roll call vote:

**In favor:** Bonnie Schirato, Christopher Tafoya, Collin Stewart, Gregg Ghelfi, Loren Granger, Mark Wagner, Matthew McGuire, Neal Dauphin, Shawn Hutchinson, Stan Chavira, Tina Drews

**Opposed:** Elizabeth E. Cole, Vanessa Andersen

**Abstained:** None

**Not present:** Charisse Ward

Motion carried.

Additional comments and clarification held on MOU/IFA, including next steps.

**Correspondence to WAC and DES** – Interim Chairman, Matt McGuire provided brief information on letter drafted and asked for a motion, for support to send correspondence along with an action plan to Dawn (Grove) by September 1st. Shawn Hutchinson made a motion. Neal Dauphin seconded the motion. Interim Chairman Matt McGuire opened the floor for discussion. Clarification provided on addressees of correspondence and on new workgroup being established.

Roll call vote held:

**In favor:** Bonnie Schirato, Christopher Tafoya, Collin Stewart, Elizabeth E. Cole, Gregg Ghelfi, Loren Granger, Mark Wagner, Matthew McGuire, Neal Dauphin, Shawn Hutchinson, Stan Chavira, Tina Drews, Vanessa Andersen

**Opposed:** None

**Abstained:** None

**Not present:** Charisse Ward

Motion carried.

**Local Plan scope of work and resource support** - Interim Chairman, Matt McGuire asked for a motion to adopt/approve the action plan of the local plan. Loren Granger made a motion. Gregg Ghelfi seconded the motion. Interim Chairman Matt McGuire opened the floor for discussion and asked Ms. Bohn to provide a quick overview of the scope of work, action plan and timeline; Ms. Bohn provided an overview, including on bringing on a consultant to assist with the local plan. Questions were raised regarding a sole source/competition impracticable and time line concerns. Discussion held in favor of bringing in a consultant. Interim Chairman, Matt McGuire asked for consideration in amending the motion to include hiring a consultant. Ms. Granger accepted amendment. Gregg

Ghelfi accepted the amendment. Additional discussion/clarification held on bringing in a consultant, including on the budget, procurement and ensuring partner input.

A suggestion was made to amend the motion. Interim Chairman Matt McGuire, stated the board action today would be A. Approval of timeline, B. Support for utilizing external resources and Doing so within an appropriate budgetary and procurement obligations the Board and County require. Interim Chairman Matt McGuire asked for one more amendment. Loren Granger agreed to the amendment. Gregg Ghelfi seconded.

Additional discussion was held on a plan B in the event the State did not agree to an extension. Legal Counsel, Ms. Cummings provided guidance on emergency/special meetings.

Roll call vote held:

**In favor:** Bonnie Schirato, Christopher Tafoya, Collin Stewart, Elizabeth E. Cole, Gregg Ghelfi, Loren Granger, Mark Wagner, Matthew McGuire, Neal Dauphin, Shawn Hutchinson, Stan Chavira, Tina Drews, Vanessa Andersen

**Opposed:** None

**Abstained:** None

**Not present:** Charisse Ward

Motion carried.

**PY2020 – PY2021 Performance Negotiations for the Title I Adult, Dislocated Worker and Youth Programs –** Workforce Development Assistant Director, Tom Colombo provided an informational presentation on performance measures including on PY19 performance measures, Maricopa County comparison to State, State PY 20 Recommendations and County recommendations.

Various questions were asked, including regarding enrollment numbers, extra staff hired status and why lower targets/metrics. Mr. Colombo addressed questions. Additional discussion held on performance, outlook from the State level and Employer perspective.

**Call to the Public.**

Interim Chairman, Matt McGuire made a call for public comment. No public comment made.

**Adjourn Full Board Meeting.**

Interim Chairman, Matt McGuire adjourned the Full Board meeting at 11:11 a.m.

*\*For additional information, contact MCWDB staff at: [MCWDB@maricopa.gov](mailto:MCWDB@maricopa.gov)*



## **MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD**

### **Consent Agenda Committee and Workgroup Report**

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

**Report Type: Other**

**Reporting Period: 08-01-2020 – 08-31-2020**

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

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

**Describe actions taken:**

**OSO PERFORMANCE AREA "FACILITATE INTEGRATED SERVICE DELIVERY (ISD)" UPDATE**

***08.13.2020 Collaboration Group Session:***

- ▶ Informed group members about plans to infuse engagement activities virtually in and out of session.
- ▶ Introduced a new standing agenda item titled "Session Warm-Up" which focuses on in-session engagement activities.
- ▶ Shared expectation on the use of video-conferencing tools during a session, for example:
  - Encouraged Program Partners to assess opportunities and make connections with other Program Partners during a session using the Chat feature.
  - Informed the group, the Chat feature is also open for group members to engage with one another anytime during the session or to ask questions, make comments, or provide feedback.
- ▶ Discovered during the session, not all Program Partners may use Zoom. In response, performed the following actions:
  - Sent out a survey listing all the video conference apps trending today. The results showed Program Partners are allowed to access Google Meets or GotoMeeting.
  - Hosted 08.28.2020 group session on Google Meets.

- Gretchen reached out to leadership at AZ DES as well to confirm what allowable video conferencing platforms employees can access. Response is still pending.
- ▶ Informed group of standing agenda item titled “Program Partner Updates”, which is a call to action for Program Partners to share program updates, changes to service delivery, promote upcoming events, share successes, and more.
- ▶ Facilitated a live poll during a group session on the Program Partners’ allowed use of social media apps for work. The purpose of this poll was for the OSO to gain insight and collect information on the current state of Program Partners access and usage of social media apps for data towards plans to inform and:
  - Advocate on behalf of Maricopa County’s workforce development system to leaders, stakeholders, and beyond to consider changing guidelines governing the use of social media apps for work. The pandemic has strained service delivery including service coordination, plus customer and employer interactions. However, social media applications are a readily and cost-efficient solution to these barriers created by the pandemic.
  - Results of the live poll showed Program Partners are mostly prohibited or limited from using social media apps for work purposes.
- ▶ Informed Program Partners that an anonymous survey will be going out to assess Program Partners’ satisfaction and value regarding the customer referral system and virtual collaboration site.
- ▶ Briefly summarized the One-Stop Operator’s goals planned to-date for PY 20-21.

### ***08.28.2020 Collaboration Group Session***

- ▶ The primary focus was the key importance of co-enrollment and how we as a system can approach policy and procedure collectively by addressing:
  - Current opportunities to track co-enrollment
  - Federal departments definition of co-enrollment and the number of time the Federal departments recommend co-enrolling customers into the WIOA programs
  - Current co-enrollment perceptions verse actual evidence-based practiced perceptions.
- ▶ Went over the result of the survey assessment of Program Partners’ satisfaction and value on the customer referral system and virtual collaboration site.
- ▶ The One-Stop Operator’s plan to approach facilitating a joint policy and procedure for co-enrollment.

## **OSO PERFORMANCE AREA “WORKING COLLABORATIVELY” UPDATE**

- ▶ Met with City of Phoenix One-Stop Operators to learn about their efforts towards a customer referral system and the possibilities of aligning our systems for the WIOA shared Program Partners to start.
- ▶ Scheduled a time in September to perform a live demo of the Maricopa County customer referral system and virtual collaboration site with each partner.
- ▶ Invited to attend and present at WIOA Title II all Maricopa County Adult Education Program Partners monthly convening to provide an update on the system-wide plans to roll out a pilot for the new customer referral system and virtual collaboration site for Program Partners.

## **OSO PERFORMANCE AREA “ACT AS A LIAISON” UPDATE**

- ▶ Completed performance convening communication for MCWDB Executive Director’s review and approval. The purpose of the communication was to invite WIOA Program Leaders and board members to address the WIOA performance accountability requirements and primary indicators for performance.

## **OSO PERFORMANCE AREA “DELIVERY OF ONGOING TRAINING & TECHNICAL ASSISTANCES” UPDATE**

- ▶ August marked a milestone for the One-Stop Operator and Program Partners as we move towards rolling out a Maricopa County workforce development area-wide pilot for the Program Partner virtual collaboration site PartnerLink and the customer referral system after experiencing a five-month delay because of the pandemic. Next is a listing of accomplished tasks towards this deliverable in August:
  - Scheduled and completed or reached out to schedule ninety-minute training and technical sessions with:
    - WIOA Title II Adult Education Program Partners Gilbert Public Adult Ed, Mesa Public Adult Ed, and Literacy Volunteer Program Partners.
    - Scheduling in process with WIOA Title International Rescue Committee (IRC) Adult Ed Program Partner.
    - Forwarded a request to WIOA Title IV Vocational Rehabilitation Program Leaders requesting to reach out to the 11 area supervisors individually, still pending a response. Plans to follow-up on request first week of September.
    - Out of the 9 WIOA Adult Education Program Partners, we are still pending responses from the remaining four Program Partners. Plans to follow-up on request first week of September.

- Assessed whether WIOA Title I-B Adult, Dislocated Worker, Youth, and Business Service Program Partners are ready to schedule sessions that include staff. Available times will go out to schedule sessions for the first part of September.
- Scheduled demo session with WIOA Title III Employment Service Program Leaders for the first week of September.

#### **OSO PERFORMANCE AREA “INNOVATIVE TECHNOLOGIES” UPDATE**

- ▶ Conducted the first Program Partner Feedback August PY 2020-2021 on the current integrated service delivery system which includes the customer referral system and virtual collaboration site. The purpose of this assessment was to assess:
  - Program Partner feedback of the OSO’s current approach to coordinate integrated delivery for the services offered by the WIOA programs and the value of the current of integrated service delivery system.
  - The results of the assessment showed a 71% satisfaction rate on the current integrated service delivery systems and approach to coordinating integrating service delivery for the core WIOA program services.
  - 13 invited, 6 completed request for feedback = 46% completion rate

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

Upcoming goals and deliverables focus on scheduling customer referral system and virtual collaboration site training and technical support sessions for each core WIOA program, partner, and partner staff. Send out approved communication inviting WIOA Program Leaders and MCWDB members’ to convene and discuss the WIOA programs performance accountability requirements and primary indicators of performance. Continue our efforts towards facilitating integrating service delivery (ISD) with a strong focus on Program Partner engagement and integrated approach to co-enrollment and continuous quality improvements to the customer referral system.

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



**2020-2021 Maricopa County Workforce Development Board Membership**

**Total Current Seats: 19**

**Seats Occupied: 17**

**Seats Vacant: 2**

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 Vanessa Andersen	Rummel Construction, Inc.	Human Resources Manager	Construction	6/30/2021				
3 Neal Dauphin	Contracted Driver Services	Director of Sales	Transportation	6/30/2022				
4 Bonnie Schirato	Tivity Healthcase	Chief People & Culture Officer	Healthcare	6/30/2023				
5 Collin Stewart	Stewart Transportation	President	Transportation - Small Business	6/30/2023				
6 Loren Granger	Bank of America	AVP Corporate Recruiter	Finance	6/30/2023				
7 Matt Mcguire	Arizona Healthcare Collaborative/ Dignity Health	Executive Director	Healthcare	6/30/2023				
8 Marcia Veidmark	SSC Underground	President-CEO	Construction - Small Business	6/30/2023				
9 Vacant					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		4	21%	20%
2 Stan Chavira	United Food & Commercial Workers - Local 99	Secretary-Treasurer	Labor Organization	6/30/2023				
3 Tina Drews	Salt River Project	Director, Talent Management	Apprenticeship	6/30/2022				
4 Brent Downs	St. Joseph the Worker	CEO	Non-profit/Workforce	6/30/2023				

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		2	11%	
2 Erik Cole	ASU	Director, Design Studio for Community Solutions	Higher Education	6/30/2023				

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 Christine Colon	AZ DES Vocational Rehabilitation		Core Partner - Vocational Rehabilitation - Title IV	6/30/2023				
3 Gregg Ghelfi	Maricopa County IDA	Business Development Officer	Economic and Community Development	6/30/2023				

\*Quorum 10

Current Seats Occupied	17
<b>Total Seats</b>	<b>19</b>

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.

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.
- 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 Service Provider budget(s) that results in an increased or decreased overall budget for either entity 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 no commingling of budgets for the WDB staff, Fiscal Agent, and Service Provider (see Attachment A, Maricopa County Organizational Chart A, B, and C respectively). Each of these functions 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 the Maricopa County Human Services Department Workforce Development Division to be the Youth Services provider.
- 5. The BOS delegates signatory capacity to the Chairman of the BOS.

**B. Misuse of Funds**

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

**C. WDB Bylaws**

- 1. Per CFR 679.310 (g), the BOS must establish bylaws consistent with federal law, regulations, and State policy,

**D. 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 VII F (2) 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;
  - (3) May include one or more representatives of community- based organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of individuals with barriers to employment, including organizations that serve veterans or support competitive, integrated employment for individuals with disabilities; and
  - (4) May also include one or more representatives of organizations that have demonstrated experience in addressing the employment, training, or education needs of eligible youth, including representatives or organizations that serve out-of-school youth.
- g) The balance of the Board membership shall include the mandatory category of individuals with optimum policymaking authority, as follows:
- (1) At least one (1) eligible provider administering adult education and literacy activities under WIOA Title II, selected from among the providers serving in the Local Workforce Area;
  - (2) At least one (1) representative from an institution of higher education providing workforce development activities, including community colleges;
  - (3) At least one (1) representative from economic and community development entities;
  - (4) At least one (1) representative from the state Employment Service office under the Wagner-Peyser Act;
  - (5) At least one (1) representative from the programs carried out under Title I of the Rehabilitation Act of 1973, other than sec. 112 or Part C of that title (i.e., the State Vocational Rehabilitation Program or the state agency responsible for the State Vocational Rehabilitation Program); and
- h) Members may also include a non-mandatory category of additional Local Workforce Area representatives appointed by the BOS from:
- (1) Entities administering education and training activities who represent local educational agencies or community-based organizations with demonstrated expertise in addressing the education or training needs for individuals with barriers to employment;
  - (2) Governmental and economic and community development entities who represent transportation, housing, and public assistance programs;
  - (3) Local Workforce Area philanthropic organizations; and,
  - (4) Other appropriate individuals based on the WIOA law and

regulations as determined by the BOS.

2. Nomination: Consistent with WIOA, the BOS adopts the following nomination criteria:
  - a) All nominations 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 may 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 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
- a) BOS may remove a member for the following reasons:
    - (1) Failure to attend WDB meetings, as follows:
      - 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.
      - 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.
      - 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.
      - Exceptions to attendance policies may be made by the WDB Chair due to special circumstances and shall be documented.
    - (2) Violation of Conflicts of Interest and Ethics imposed by WIOA, A.R.S. §38-501 *et seq.*, and Maricopa County Internal Policy HR2421.
    - (3) Failure to meet WDB member representation requirements as defined in WIOA.
    - (4) Documented malfeasance, fraud or abuse.
    - (5) Knowingly and intentionally acting in a manner that prohibits compliance with Federal law, State policy, or requirements set forth by the Workforce Arizona Council (WAC) or Department of Economic Security (DES). Examples include but are not limited to failing to meet deadlines and failing to provide requested information.
  - b) "Just cause" for removal is established based on documented evidence of failure to meet the expectations outlined in Section VI.C.6.a. including but not limited to: attendance records, conflicts of interest, or actions inhibiting compliance with Federal law, State policy, or requirements of the WAC or DES.
  - c) Removal of a WDB member shall require a formal vote 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, Uniform Guidance, and all applicable County policies and regulations.

**D. Youth Services:**

- A. Pursuant to CFR 681.400(a), the County has exercised its option to directly provide all youth workforce investment activities in Maricopa County. Should the County cease exercising its option to provide youth workforce investment activities directly, the WDB could chose to award grants or contracts to youth service providers pursuant to the requirements set forth in CFR 681.400(b), including, but not limited to, requiring said grants and contracts be awarded on a competitive basis.
- B. The Youth Services Provider receives strategic direction from the WDB.
- C. The Youth Services Provider must present its design framework to the Youth Committee and provide an opportunity for feedback from Youth Committee members to include:
  - 1. An overview of the objective assessment of each youth participant, including a review of the academic and occupational skill level, as well as the service needs and strengths, of each youth for the purpose of identifying appropriate services and career pathway.
  - 2. An overview of the an individual service strategy based on the needs of each youth participant that is directly linked to one or more indicators of performance described in WIOA sec. 116(b)(2)(A)(ii), that identifies career pathways that include education and employment goals, that considers career planning and the results of the objective assessment and that prescribes achievement objectives and services for the participant.
  - 3. A description of case management and follow-up services provided to youth participants.

**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 WDB shall ensure system and program oversight as follows:

1. Provide ongoing reviews of services available, access to services, service delivery, cost of services, and system and program administration;
2. Seek to avoid duplication with other system and program monitoring;
3. Review current plans and proposals for service delivery;
4. Develop detailed actions and timeframes in coordination with the necessary workforce system partners; and
5. Provide the BOS with system and program oversight updates in a quarterly report.

**D.** The following WDB required roles and responsibilities shall be completed in a timely manner by WDB members or at the direction of the WDB through staff, consultants, and/or allowable, designated entities. 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**

The WDB will conduct analyses of the labor market and workforce system and integrate the findings into the Local Plan. The WDB 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.

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

The WDB will convene local workforce development system stakeholders to develop the local plan. The WDB, will plan, coordinate and schedule all necessary meetings to execute the objectives of local plan.

**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 by aligning occupational training in the targeted occupations and in-demand industries.

**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. Specific attention will be given to system performance, service delivery benchmarking, and program design/evaluation to identify strengths and opportunities for continuous process improvement.

**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. The WDB will address these issues from a strategic level and task the One Stop Operator with identifying referral tools and strategies between core partners.

**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, to align education and training with WDB selected sectors to support career pathways.

**8. Accessibility for Individuals with Disabilities**

The WDB, through the One Stop Operator, will 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.

**E. 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.

**F. 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.

**G. Youth Committee**

1. The Youth Committee shall be a WDB Standing Committee comprised of a minimum of five (5) members appointed by the WDB.
2. The Youth Committee shall be chaired by a member of the WDB.
3. The Youth Committee shall have a minimum of three additional (3) WDB members.
4. The Youth Committee shall have at least one (1) non-member of the WDB who shall:
  - a) Have experience and expertise in youth activities and services; and
  - b) Be a voting member of the Youth Committee.
5. The term of each Youth Committee member shall coincide with the term of the WDB Chair.

6. Responsibilities of the Youth Committee shall include, but not be limited to the following:
  - a) Inform, assist, and make recommendations to the Executive Committee and the full WDB in developing and overseeing a comprehensive youth program;
  - b) Foster integration and collaboration of youth activities in the local workforce development area; and

**H. Officers**

1. The WDB members select the WDB Chair and other officers, as described in the Bylaws.

**I. 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.

**J. Operational Budget**

1. The WDB shall have the operational budget for Adult, Dislocated Worker, and Youth Services presented to them for review and approval annually.
2. The WDB may choose to have either the service provider(s) and/or fiscal agent present the annual budget.
3. The operational budget shall be approved no later August 15<sup>th</sup>.
4. The annual approved budget must allocate all available WIOA funds for the fiscal year.

- K.** The WDB shall provide WDB member orientation.

**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 administrative budget and budget justification for the purpose of carrying out the duties as referenced in this agreement.
    - (1) The budgeting period must be aligned with the County fiscal year, which runs from July 1 through June 30.
    - (2) The budget must be in accordance with all County policies and guidelines, WIOA, and Uniform guidance.
    - (3) WDB shall submit the annual line item budget and budget justification to the Assistant County Manager by December 1 of each year.
    - (4) The administrative budget will be included in the overall WIOA budget that the fiscal agent submits to the BOS in order to establish an overall spending cap for the upcoming fiscal year.
  - b) The WDB shall review and approve the operational budget for Adult, Dislocated Worker, and Youth Services by major program by June 30<sup>th</sup> of each year for the budget year beginning July 1<sup>st</sup>.
    - (1) The total WIOA budget (operational and administrative) may not exceed the spending cap approved by the BOS.
    - (2) This presentation may be done by the service provider(s) and/or

fiscal agent, at the discretion of the WDB.

- c) **Budget Review and Approval**
  - (1) 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.
  - (2) The Fiscal Agent shall provide the budget review to the Assistant County Manager and the WDB Executive Director.
  - (3) The Fiscal Agent shall submit the budget to the Maricopa County Office of Management and Budget, on behalf of the BOS.
  - (4) The BOS in its discretion, shall review and approve the Budget in accordance with County policy.
- d) **On-going monitoring**
  - (1) On behalf of the BOS, the Assistant County Manager shall:
    - Monitor the WDB budget expenditures;
    - Notify the WDB Executive Director and the WDB Chair on expenditure and audit issues;
    - Provide updates to the BOS as requested.

**B. WIOA Funds**

- 1. BOS and WDB shall, to the best of their abilities, ensure all funds are expended prior to expiration with the assistance of the Fiscal Agent.

**C. 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.

**D. 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.

**E. 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) Occupational Skills Training: The WDB shall encourage a 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.”
  - (1) The WDB selects the Human Services Department Workforce Development Division as the Career Services Provider.
- c) Provider contracts may be competitively awarded for any WIOA services; if provider contracts are competitively awarded, they shall be publicly noticed and procured through the Maricopa County Office of Procurement Services.

**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 finalized performance accountability measures shall be submitted to the State by the required due date.
- 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 in alignment with BOS priorities.
- 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. Memorandum of Understanding and Infrastructure Funding for the One Stop Delivery System**

1. The WDB, its staff and/or other allowable designated entity, shall develop the Memorandum of Understanding for the One Stop Delivery System (MOU) and its accompanying Infrastructure Funding Agreement (IFA) not less than every three years in partnership with the BOS and other One Stop delivery partners.
2. The MOU and IFA are created through a discussion, negotiation, and agreement.
  - a. The MOU shall include the items listed in 678.500 (b) 1-6, including description of services through the one-stop delivery system, agreement of costs, referral methods, and access to services for adults, youth, those with barriers to employments, and individuals with disabilities.
  - b. The IFA shall include such costs in accordance with 678.700.
    - i. The IFA shall be reviewed and reconciled at least once annually with the information financial information provided by the Fiscal Agent and/or One Stop partners.
  - c. The MOU and IFA draft shall be shared with the BOS Liaison for review and comment.
3. WDB shall vote and approve the MOU and IFA, and its amendments, prior to the final submittal to the One Stop Partners for signature.
4. The BOS shall review and approve the final MOU and IFA, and its amendments.

**K. 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 October 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.

**L. Amendments to the LWDB Bylaws**

1. Amendments to the WDB Bylaws may be necessary from time to time. Any proposed changes to the Bylaws must:
  - i. Be submitted to the Maricopa County Attorney for legal review;
  - ii. Approved by the WDB;
  - iii. Receive final approval by the BOS.
2. Each time the Bylaws are amended, a copy of the updated Bylaws will be distributed to all WDB members, the BOS, County Attorney, and will be posted on the ARIZONA@WORK MARICOPA COUNTY website.

**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, which includes first-in, first-out accounting methods;
  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 WIOA budget and its funds, including both administrative and programmatic funds;
  11. Recommend the transfer of funds between Dislocated Worker and Adult programs, and provide this to the WDB Chair for signature;
  12. Track and monitor the WDB receipts and expenditures in a separate Unit code;

13. 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.
  14. Procure contracts or obtain written agreements on behalf of the WDB
    - a) Except for the One Stop Operator; and
  15. 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 major program 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 to the WDB when major program service type budgets increase, decrease, or it is deemed appropriate to move budgeted monies between major program service types.
  3. Reconcile the IFA costs at least annually.
- 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 Chair on staffing decisions, as necessary. See attached Organizational Chart for reporting relationship information.

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. 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. Physical and electronic access will be limited to only the functions and responsibilities assigned to a specific WIOA role.
- C. Only staff performing Fiscal Agent duties may have access to the County's financial system(s) of record with regard to the funds overseen by the WDB.
- D. Service provider, Fiscal Agent, and WDB Staff shall not:
  1. Have involvement in one another's in hiring, promotional, termination, discipline, or performance management matters;
  2. Have involvement in one another's vendor selections, unless pre-approved by the WDB and BOS Liaison.
  3. Share information that is not considered a public record or seek approval from the WDB and BOS Liaison prior to sharing non-public records; or
  4. Have input into one another's standard operating procedures or internal policies.
- E. No entity or person involved with the issuance of a solicitation may compete or submit a proposal under the procurement action. This prohibition includes but is not limited to development of requirements, drafting the solicitation document, evaluating proposals/bids, or selection of vendors.

- F. No division and/or unit within the County may simultaneously provide services and oversee or monitor the provision of those services.

**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. Agreement and 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 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

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 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.

**Commented [LAB(1): DES Feedback:** The language in the SGA is not clear on the roles of the BOS and WDB regarding policy. In Section II.E, the Grant Recipient (BOS) is responsible for policy. But in Section VII.G, the WDB shall create policies and provide the approved policies to the BOS

**Commented [LAB(2R1): Comments on edit:** Definition was not intended to infer that BOS had policy authority that conflicted with WDB policy authority. Removed confusing language.

- 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 budget(s) that results in an increased or decreased overall budget for either entity~~ shall be presented to the WDB for review and authorization.
  - c) BOS approval is required if the funds shift results in an increased

**Commented [LAB(3)]:** Added clarifying language – removed the reference to HSD and clarified the conditions under which budget adjustments receive WDB approval. This is already the practice (e.g., moving dislocated worker budget authority to adult).

- 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 no commingling of budgets established two separate budget units for the WDB staff, Fiscal Agent, and Service Provider (see Attachment A, Maricopa County Organizational Chart A, B, and C respectively). Each of these functions 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 the Maricopa County Human Services Department Workforce Development Division to be the Youth Services provider.
- 4.5. The BOS delegates signatory capacity to the Chairman of the BOS.
- B. Misuse of Funds**
1. The BOS are liable in their official capacity for any misuse of grant funds as described in WIOA.
- C. WDB Bylaws**
1. Per CFR 679.310 (g), the BOS must establish bylaws consistent with federal law, regulations, and State policy.
- C.D. 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-VII F (2)~~ Composition: The WDB shall be composed of the following:
- The WDB shall be comprised of private business sector and public sector members.
  - The Board membership shall be representative of the Local Workforce Area's geography and business demographics.
  - The BOS will seek to have a WDB membership which is diverse in gender and ethnicity.
  - 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.
  - At least 51% of members shall be representatives of business in the Local Workforce Area who:
    - Are owners of businesses, chief executives or operating officers of businesses, or other individuals with optimum policymaking or hiring authority;
    - 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;
    - Are appointed from among individuals nominated by local business organizations and business trade associations; and
    - At least two (2) members must represent small business as defined by the U.S. Small Business Association.

**Commented [LAB(4): DES Feedback:** The "two budget units" are addressed in Section VI.A.3 of the SGA, and it is explained that each unit "shall have a separate budget and personnel with separate functions and hierarchical reporting chains." No additional information is provided, such as an **organizational chart or identification of the separate reporting units.**

**Commented [LAB(5R4): Comments on edit:** Added organizational chart, referenced the location of each of these functions on the chart. Adding clarifying language stating that budgets may not be commingled but removing language specific to budget "units" as this is a technical reference to the County's chart of accounts and may not be readily understood by all readers.

**Commented [LAB(6):** From rules and regs: "WIOA sec. 107 delegates the establishment of by-laws to the chief elected official. The chief elected official must establish the by-laws in order to constitute a Local WDB. Paragraph (c) of 679.310 allows the Local WDB and the chief elected official(s) to enter into an agreement that describes the respective roles and responsibilities of the parties which does not prohibit the Local WDB's role in the development of future by-laws."

This section addresses the first requirement – that the CEO must establish the initial by-laws. Section VIII.L explains the process for the development of future by-laws or revisions to the by-laws.

- f) At least 20% of the members must be workforce representatives with optimum policymaking authority. These representatives:
- (1) Must include at least two (2) representatives of labor organizations, nominated by local labor federations or other representatives of employees;
  - (2) Must include at least one (1) representative of a joint labor-management, or union- affiliated, registered apprenticeship program within the Local Workforce Area who must be a training director or member of a labor organization. ~~If no union-affiliated registered apprenticeship programs exist in the area, a representative of a registered apprenticeship program with no union affiliation must be appointed;~~
  - (3) May include one or more representatives of community- based organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of individuals with barriers to employment, including organizations that serve veterans or support competitive, integrated employment for individuals with disabilities; and
  - (4) May also include one or more representatives of organizations that have demonstrated experience in addressing the employment, training, or education needs of eligible youth, including representatives or organizations that serve out-of-school youth.
- g) The balance of the Board membership shall include the mandatory category of individuals with optimum policymaking authority, as follows:
- (1) At least one (1) eligible provider administering adult education and literacy activities under WIOA Title II, selected from among the providers serving in the Local Workforce Area;
  - (2) At least one (1) representative from an institution of higher education providing workforce development activities, including community colleges;
  - (3) At least one (1) representative from economic and community development entities;
  - (4) At least one (1) representative from the state Employment Service office under the Wagner-Peyser Act;
  - (5) At least one (1) representative from the programs carried out under Title I of the Rehabilitation Act of 1973, other than sec. 112 or Part C of that title (i.e., the State Vocational Rehabilitation Program or the state agency responsible for the State Vocational Rehabilitation Program); and
- h) Members may also include a non-mandatory category of additional Local Workforce Area representatives appointed by the BOS from:
- (1) Entities administering education and training activities who represent local educational agencies or community-based organizations with demonstrated expertise in addressing the education or training needs for individuals with barriers to employment;
  - (2) Governmental and economic and community development

**Commented [LAB(7)]:** Removed language – this is not necessary since the County has union-affiliated apprenticeship programs in the County.

entities who represent transportation, housing, and public assistance programs;

- (3) Local Workforce Area philanthropic organizations; and,
- (4) Other appropriate individuals based on the WIOA law and regulations as determined by the BOS.

~~i) At least (1) representative from County Management shall be appointed by the BOS.~~

2. Nomination: Consistent with WIOA, the BOS adopts the following nomination criteria:

- a) All nominations 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~~ may 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

**Commented [LAB(8)]:** This is not a WIOA requirement. Given the already large size of this board, recommend removing this.

**Commented [LAB(9)]:** This is not required by law, regs, or State policy, so recommend changing "must" to "may" in order to provide additional flexibility.

**Commented [LAB(10)]:** "All" is not required by law, regs, or State policy, so recommend removing it.

- majority vote.
- b) Reappointments will follow the same nomination process as outlined in this ~~agreement, and~~ 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~~ 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
- a) BOS may remove a member for the following reasons:
- (1) Failure to attend WDB meetings, as follows:
    - 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.
    - Any four absences from regularly scheduled meetings during a ~~twelve-month~~ 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.
    - 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.
    - Exceptions to attendance policies may be made by the WDB Chair due to special circumstances and shall be documented.
  - (2) Violation of Conflicts of Interest and Ethics imposed by WIOA, A.R.S. §38-501 *et seq.*, and Maricopa County Internal Policy HR2421.
  - (3) Failure to meet WDB member representation requirements as defined in WIOA.
  - (4) Documented malfeasance, fraud or abuse.
  - (5) ~~Any WDB member may be removed based on the strategic direction of the BOS.~~ Knowingly and intentionally acting in a manner that prohibits compliance with Federal law, State policy, or requirements set forth by the Workforce Arizona Council (WAC) or Department of Economic Security (DES). Examples include but are not limited to failing to meet deadlines and failing to provide requested information.
- b) "Just cause" for removal is established based on documented evidence of failure to meet the expectations outlined in Section VI.C.6.a. including but not limited to: attendance

**Commented [LAB(11): DES Feedback:** While the SGA no longer specifically states that Local Board members "serve at the pleasure of the BOS." in Section IV.C.6.e), members may be removed under similar circumstances, "based on the strategic direction of the BOS." Section IV.A.1.h. of the Workforce Arizona Council Policy #1 permits removal for certain specific conditions, including the specific criteria to establish removal for just cause and the process for removal

**Commented [LAB(12R11): Comments on Edit:** Added language to describe additional removal criteria, just cause establishment, and removal process.

records, conflicts of interest, or actions inhibiting compliance with Federal law, State policy, or requirements of the WAC or DES.

b)c) Removal of a WDB member shall require a formal vote 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, Uniform Guidance, and all applicable County policies and regulations.

9.1. The WDB shall provide WDB member orientation.

D. **Youth Services:**

A. 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.

B. The Youth Services Provider receives strategic direction from the WDB.

C. The Youth Services Provider must present its design framework to the Youth Committee and provide an opportunity for feedback from Youth Committee members to include:

- 1. An overview of the objective assessment of each youth participant, including a review of the academic and occupational skill level, as well as the service needs and strengths, of each youth for the purpose of identifying appropriate services and career pathway.
- 2. An overview of the an individual service strategy based on the needs of each youth participant that is directly linked to one or more indicators of

**Commented [LAB(13)]:** Moved to WDB responsibilities.

**Commented [LAB(14): DES Feedback]:** The language that the BOS will directly provide youth services remains in the section on BOS responsibilities of the SGA (Section VI.D), citing the option at 20 CFR 681.400(a) and makes it clear the LWDB has no choice in this matter. However, this language must be reconciled with 20 CFR 681.100 as the LWDB retains responsibilities for all aspects of youth formula programs.

**Commented [LAB(15R14): Comment on edit]:** Added requirements for youth program design framework (681.420). This is under the BOS responsibilities, as they need to ensure the selected service provider is providing this information.

681.420 also has requirements for the local plan, which are not needed here but will be included in local plan update.

The requirements for the WDB under 681.420 can be found under the Youth Committee Section.

performance described in WIOA sec. 116(b)(2)(A)(ii), that identifies career pathways that include education and employment goals, that considers career planning and the results of the objective assessment and that prescribes achievement objectives and services for the participant.

3. A description of case management and follow-up services provided to youth participants.

## 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 WDB shall ensure system and program oversight as follows; the WDB shall:~~

- ~~1. Provide ongoing reviews of services available, access to services, service delivery, cost of services, and system and program administration;~~
- ~~2. Seek to avoid duplication with other system and program monitoring;~~
- ~~3. Review current plans and proposals for service delivery;~~
- ~~4. Develop detailed actions and timeframes in coordination with the necessary workforce system partners; and~~
- ~~5. Provide the BOS with system and program oversight updates in a quarterly report.~~

**B.D.** ~~The following WDB required roles and responsibilities shall be completed in a timely manner by WDB members or at the direction of the WDB through staff, consultants, and/or allowable, designated entities 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**

~~The WDB will conduct analyses of the labor market and workforce system and integrate the findings into the Local Plan. The WDB 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.~~

~~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**

~~The WDB will convene local workforce development system stakeholders to develop the local plan. The WDB, will plan, coordinate and schedule all necessary meetings to execute the objectives of local plan.~~

~~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

**Commented [LAB(16): DES Feedback:** Local Board selects the Board Chair

**Commented [LAB(17R16): Comment on edit:** Added new section F entitled "Officers."

**Commented [LAB(18):** Provides additional flexibility.

**Commented [LAB(19): DES Feedback:** The SGA indicates in Section VII.C the LWDB will complete these roles, but with the exception of Employer Engagement, does not describe how the LWDB will carry out these functions.

**Commented [LAB(20R19): Comment on edit:** In general, I recommend using language from the 11/2019 SGA version since it was accepted by DES. I removed references to "WDB staff" and instead just referred to the "WDB" as the WDB retain the authority to complete tasks on their own or assigning tasks to their staff.

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 by aligning occupational training in the targeted occupations and in-demand industries.

**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. Specific attention will be given to system performance, service delivery benchmarking, and program design/evaluation to identify strengths and opportunities for continuous process improvement.

**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. The WDB will address these issues from a strategic level and task the One Stop Operator with identifying referral tools and strategies between core partners.

**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. to align education and training with WDB selected sectors to support career pathways.

**8. Accessibility for Individuals with Disabilities**

The WDB, through the One Stop Operator, will 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.

**G.E. 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.

**D.F. 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.

**G. Youth Committee**

- 1. The Youth Committee shall be a WDB Standing Committee comprised of a minimum of five (5) members appointed by the WDB.
- 2. The Youth Committee shall be chaired by a member of the WDB.
- 3. The Youth Committee shall have a minimum of three additional (3) WDB members.
- 4. The Youth Committee shall have at least one (1) non-member of the WDB who shall:
  - a) Have experience and expertise in youth activities and services; and
  - b) Be a voting member of the Youth Committee.
- 5. The term of each Youth Committee member shall coincide with the term of the WDB Chair.
- 6. Responsibilities of the Youth Committee shall include, but not be limited to the following:
  - a) Inform, assist, and make recommendations to the Executive Committee and the full WDB in developing and overseeing a comprehensive youth program;
  - b) Foster integration and collaboration of youth activities in the local workforce development area; and

**Commented [LAB(21): Comment on edit:** Added Youth Committee back. While this is not a requirement, it is an important part of a comprehensive workforce system.

**H. Officers**

- 1. The WDB members select the WDB Chair and other officers, as described in the Bylaws.

**E.I. 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.

**J. Operational Budget**

- 1. The WDB shall have the operational budget for Adult, Dislocated Worker, and Youth Services presented to them for review and approval annually.
- 2. The WDB may choose to have either the service provider(s) and/or fiscal agent present the annual budget.
- 3. The operational budget shall be approved no later August 15<sup>th</sup>.
- 4. The annual approved budget must allocate all available WIOA funds for the fiscal year.

**K. The WDB shall provide WDB member orientation.**

**Commented [LAB(22):** Moved from BOS responsibilities.

**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 administrative budget and budget justification for the purpose of carrying out the duties as referenced in this agreement.

**Commented [LAB(23): DES Feedback:** Section VIII.A. describes the development of the WDB budget, but does not clarify whether this includes operational and administrative activities

**Commented [LAB(24R23): Comment on edit:** Differentiated between the two budget types by adding language about operational budget review and approval process in the WDB roles section above.

- ~~(2)~~(1) The budgeting period must be aligned with the County fiscal year, which runs from July 1 through June 30.
- ~~(3)~~(2) The budget must be in accordance with all County policies and guidelines, WIOA, and Uniform guidance.
- (3) WDB shall submit the annual line item budget and budget justification to the Assistant County Manager by December 1 of each year.
- (4) The administrative budget will be included in the overall WIOA budget that the fiscal agent submits to the BOS in order to establish an overall spending cap for the upcoming fiscal year.
- b) The WDB shall review and approve the operational budget for Adult, Dislocated Worker, and Youth Services by major program by June 30<sup>th</sup> of each year for the budget year beginning July 1<sup>st</sup>.
  - (1) The total WIOA budget (operational and administrative) may not exceed the spending cap approved by the BOS.
  - (2) This presentation may be done by the service provider(s) and/or fiscal agent, at the discretion of the WDB.

~~b)~~c) Budget Review and Approval

- (1) 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.
- (2) The Fiscal Agent shall provide the budget review to the Assistant County Manager and the WDB Executive Director.
- (3) The Fiscal Agent shall submit the ~~WDB~~ budget to the Maricopa County Office of Management and Budget, on behalf of the BOS.
- (4) The BOS in its discretion, shall review and approve the Budget in accordance with County policy.

~~e)~~d) On-going monitoring

- (1) On behalf of the BOS, the Assistant County Manager shall:
  - Monitor the WDB budget expenditures;
  - Notify the WDB Executive Director and the WDB Chair on expenditure and audit issues;
  - Provide updates to the BOS as requested.

**B. WIOA Funds**

- 1. BOS and WDB shall, to the best of their abilities, ensure all funds are expended prior to expiration with the assistance of the Fiscal Agent.

**B.C. 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.

**Commented [LAB(25)]:** This language is intended to protect against the County having to revert funds to the State.

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.D. 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.E. 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) Occupational Skills Training: The WDB shall ~~encourage~~<sup>ensure</sup> 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."
  - (1) The WDB selects the Human Services Department Workforce Development Division as the Career Services Provider.
- b)c) Provider contracts may be competitively awarded for any WIOA services; -if provider contracts are competitively ~~awarded~~<sup>awarded</sup>, they shall be publicly noticed ~~and~~ <sup>procured</sup> 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)a) ~~Seek to avoid duplication with other system and program monitoring;~~

**Commented [LAB(26): DES Feedback:** Regarding Adult and DW services, the language remains in Section VIII.D that the LWDB may procure contracts, but these services are currently also provided by HSD, which should be noted in the SGA.

**Commented [LAB(27R26): Comment:** Suggest a discussion with DES in this. The language states that the WDB selects the provider, which could be through a procurement or through another selection process. This provides maximum flexibility. The contract that will be approved for service delivery will identify the service provider.

**Commented [LAB(28R26):** Per discussion on 9/16/2020, added language re: WDB selecting WDD as service provider.

**Commented [LAB(29):** The State sets the eligible training provider list – do not want to commit the WDB to do something it does not have final authority over.

**Commented [LAB(30): DES Feedback:** Section VII.E. describes 5 "System and Program Oversight" activities which are part of the LWDB responsibilities.

**Commented [LAB(31R30): Comment on Edit:** Moved this section to WDB roles.

- ~~e) Review current plans and proposals for service delivery;~~
- ~~d) Develop detailed actions and timoframes 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 shall be submitted to the State by the required due date.
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.

**Commented [LAB(32): DES Feedback:** The description of the negotiations and approval of performance measures is found Section VIII.F, and does not include HSD, the service provider, but states that "only after BOS approval can the finalized performance accountability measures be submitted to the State" thus giving the BOS final decision making in a shared responsibility.

**Commented [LAB(33R32): Comment on Edit:** Removed the BOS approval language.

**G. Local Board Policy**

1. WDB shall create local board policies to provide strategic workforce direction and guidance in the Local Workforce Area in alignment with BOS priorities.
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 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

**Formatted:** Indent: Left: 0.81", Hanging: 0.5"

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. Memorandum of Understanding and Infrastructure Funding for the One Stop Delivery System**

1. The WDB, its staff and/or other allowable designated entity, shall develop the Memorandum of Understanding for the One Stop Delivery System (MOU) and its accompanying Infrastructure Funding Agreement (IFA) not less than every three years in partnership with the BOS and other One Stop delivery partners.
2. The MOU and IFA are created through a discussion, negotiation, and agreement.
  - a. The MOU shall include the items listed in 678.500 (b) 1-6, including description of services through the one-stop delivery system, agreement of costs, referral methods, and access to services for adults, youth, those with barriers to employments, and individuals with disabilities.
  - b. The IFA shall include such costs in accordance with 678.700.
    - i. The IFA shall be reviewed and reconciled at least once annually with the information financial information provided by the Fiscal Agent and/or One Stop partners.
  - c. The MOU and IFA draft shall be shared with the BOS Liaison for review and comment.
3. WDB shall vote and approve the MOU and IFA, and its amendments, prior to the final submittal to the One Stop Partners for signature.
4. The BOS shall review and approve the final MOU and IFA, and its amendments.

**J.K. 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-October 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.

Commented [LAB(34)]: Tightened this timeframe

**L. Amendments to the LWDB Bylaws**

1. Amendments to the WDB Bylaws may be necessary from time to time. Any proposed changes to the Bylaws must:
  - i. Be submitted to the Maricopa County Attorney for legal review;
  - ii. Approved by the WDB;
  - iii. Receive final approval by the BOS.

Commented [LAB(35)]: Understand that this is a required SGA section per WAC policy.

4-2. Each time the Bylaws are amended, a copy of the updated Bylaws will be distributed to all WDB members, the BOS, County Attorney, and will be posted on the ARIZONA@WORK MARICOPA COUNTY website.

**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, which includes first-in, first-out accounting methods;
  - 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-WIOA budget and its funds, including both administrative and programmatic funds;
  - 10-11. Recommend the transfer of funds between Dislocated Worker and Adult programs, and provide this to the WDB Chair for signature;
  - 11-12. Track and monitor the WDB receipts and expenditures in a separate Unit code;
  - 12-13. 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.
  - 13-14. Procure contacts or obtain written agreements on behalf of the WDB
    - a) Except for the One Stop Operator; and
  - 14-15. 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 major program 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 major program service type budgets increase, decrease, or it is deemed appropriate to move budgeted monies between major program service types.

2-3. Reconcile the IFA costs at least annually.

**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 Chair on staffing decisions, as necessary. See attached Organizational Chart for reporting relationship information.
  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.

**Commented [LAB(36): DES Feedback:** Section XI states that the WDB has authority to hire staff. The section also describes how the LWDB will delegate personnel management responsibilities to the assistant county manager who will consult with the LWDB chair on staffing decisions, but the reporting structure for the staff is not clear.

**Commented [LAB(37R36): Comment:** Organizational chart has been added as an attachment.

**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 c~~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. Physical and electronic access will be limited to only the functions and responsibilities assigned to a specific WIOA role.

C. Only staff performing Fiscal Agent duties may have access to the County's financial system(s) of record with regard to the funds overseen by the WDB.

D. Service provider, Fiscal Agent, and WDB Staff shall not:

1. Have involvement in one another's in hiring, promotional, termination, discipline, or performance management matters;
2. Have involvement in one another's vendor selections, unless pre-approved by the WDB and BOS Liaison.
3. Share information that is not considered a public record or seek approval from the WDB and BOS Liaison prior to sharing non-public records; or
4. Have input into one another's standard operating procedures or internal policies.

E. No entity or person involved with the issuance of a solicitation may compete or submit a proposal under the procurement action. This prohibition includes but is not limited to development of requirements, drafting the solicitation document, evaluating proposals/bids, or selection of vendors.

F. No division and/or unit within the County may simultaneously provide services and oversee or monitor the provision of those services.

**Commented [LAB(38): DES Feedback:** The BOS approved SGA includes descriptions of BOS (CEO) responsibilities in Section VI, WDB Roles and Responsibilities in Section VII, and the Fiscal Agent in Section IX. As the BOS is still responsible for all major functions with the exception of the OSO, more detail is needed to describe how the conflict of interest will be avoided.

HSD is the Fiscal Agent and Service Provider. The SGA contains provisions to in Sections VI.A.2 and IX.C.14 which describe how staff acting as the fiscal agent will not be in engaged in policy or service delivery issues, but further description is needed regarding the reporting structures to describe how conflict of interest is avoided with those supervising the staff and overseeing the unit.

**Commented [LAB(39R38): Comment on edit:** added language to further explain firewalls and conflict of interest avoidance. An org chart has been attached.

**Formatted**

### 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. Agreement and 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~~all 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

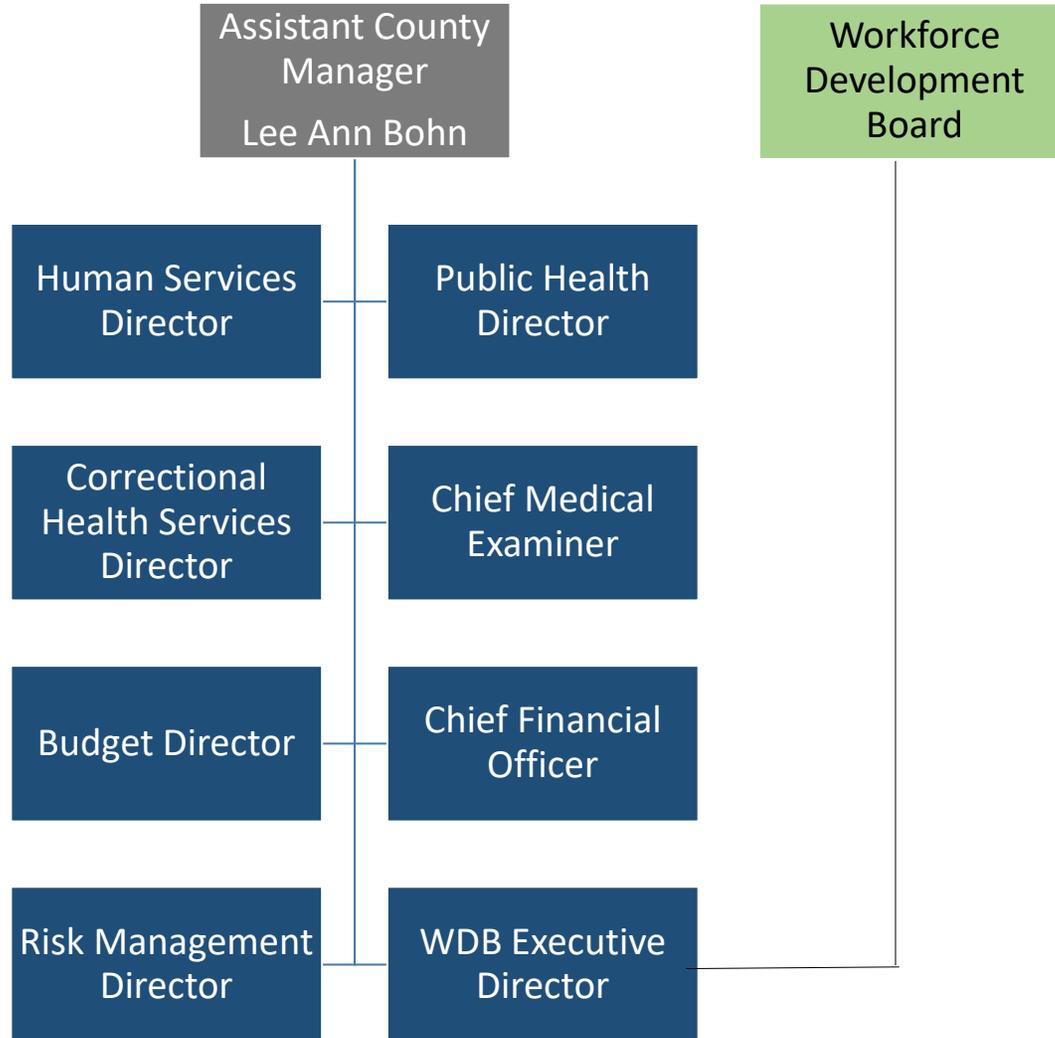
IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED DEPUTY COUNTY ATTORNEY, AND, IN ACCORDANCE WITH A.R.S. § 11-952, AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

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

# Maricopa County Organizational Chart

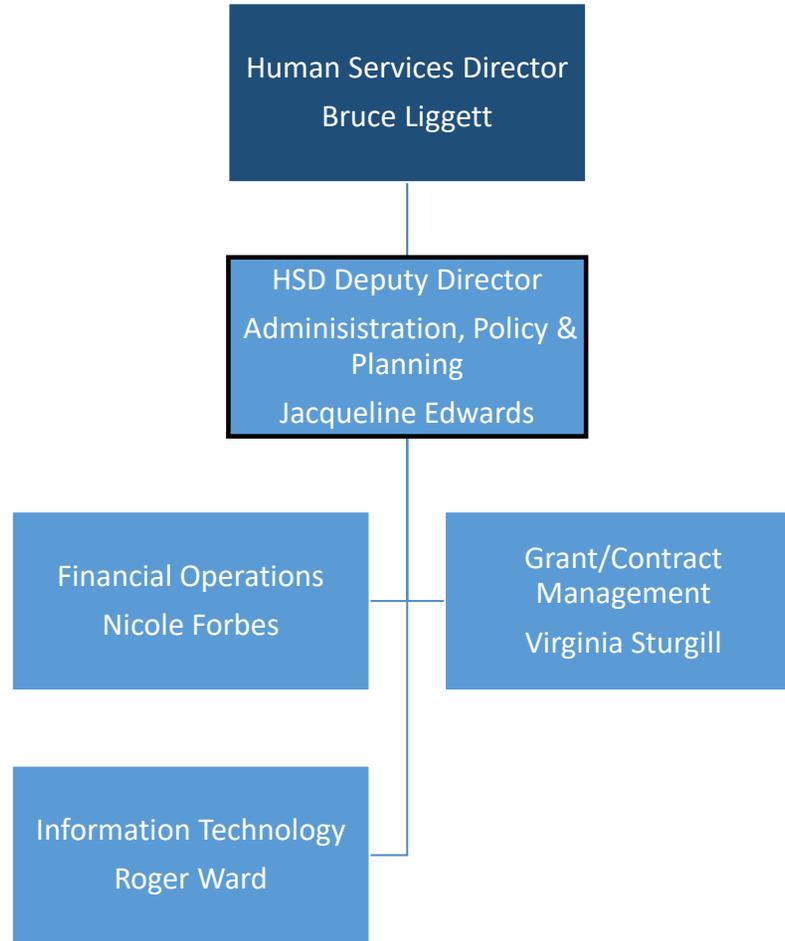
Assistant County Manager Lee Ann Bohn



A

# Maricopa County Organizational Chart

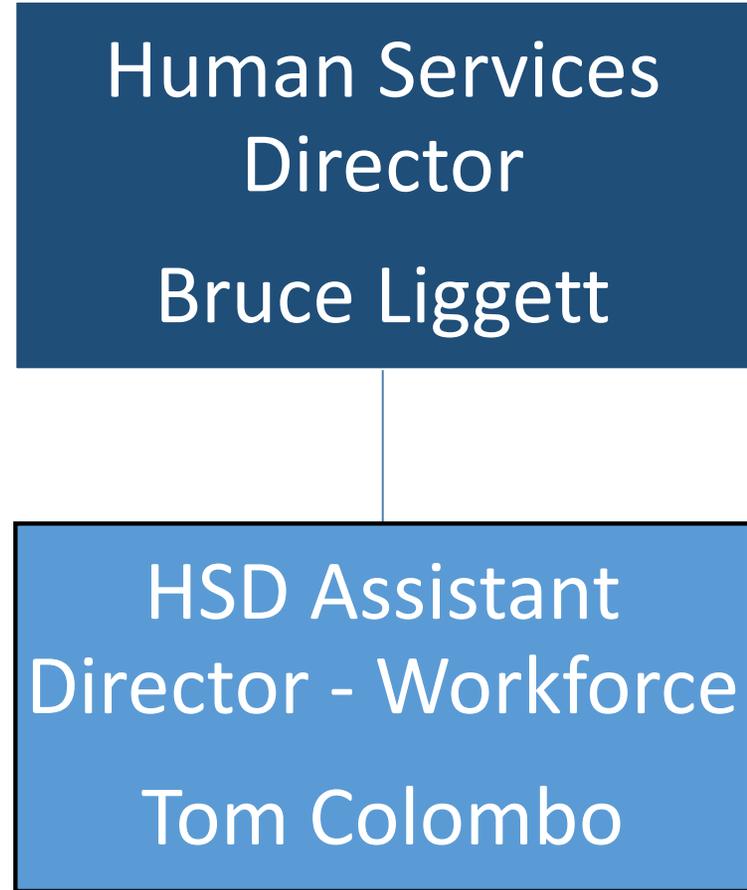
Fiscal Agent



A

**Maricopa County Organizational Chart**

*Service Provider*



A

## 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. Maricopa County Human Services Department (“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. Maricopa County WDB, through its service providers, is committed to providing comprehensive, integrated, and regional workforce services within the local service area.
- F. 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.
- G. 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.

- H. 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 for the WIOA Title 1B Adult, Dislocated Worker, Youth, and Rapid Response services within the Maricopa County local workforce area is the Workforce Development Division of the Maricopa County Human Services Department. 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 "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, 2023.
- B. The Agreement may be extended for two (2) additional 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. Work experience or internship, in accordance with 680.170;

- d. Incumbent worker training, in accordance with WIOA § 134(d)(4) and §§ 680.780, 680.790, 680.800, 680.810 and 680.820;
- e. Programs that combine workplace training with related instruction, which may include cooperative education programs;
- f. Training programs operated by the private sector;
- g. Skills upgrading and retraining;
- h. Entrepreneurial training;
- i. Transitional jobs in accordance with WIOA § 134(d)(5) and §§ 680.190 and 680.195;
- j. Job readiness training provided in combination with services listed in sections 3.5.2.1- 3.5.2.8 of this section;
- k. 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
- l. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.
- m. 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. Youth Services

- i. Youth services as described in 20 CFR § 681.200 – 681.650 are to be provided to WIOA Title 1B eligible youth, who are either in-school, ages fourteen to twenty-one (14-21) (unless an individual with a disability who is attending school under State law) or out-of-school, ages sixteen to twenty-four (16-24).
- ii. The “Provider” will make available the following **fourteen (14)** elements for the Maricopa County local workforce development area either directly or via subcontracts.
  - a. **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:
    1. Deal with the pressures of life
    2. Resolve interpersonal conflicts with others
    3. Avoid and/or resist peer pressure
    4. Understand how educational/vocational choices impact their future lifestyle
    5. Life Skills training (budgeting, time management, etc.)
    6. Drug and alcohol abuse counseling
  - b. **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.
  - c. **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.
  - d. **Tutoring, study skills training, and instruction as well as 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.
  - e. **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.
  - f. **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.
  - g. **Occupational skills training** – post-secondary education and/or skills training to attain industry standard certifications.

- h. **Leadership development opportunities** – encourage responsibility, employability, pre-employment training, and citizenship. Activities may include 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 peer-centered activities, including peer mentoring and tutoring, community service-learning projects, exposure to post-secondary educational opportunities and work simulation.
- i. **Adult mentoring** – for the period of program participation and a subsequent period.
- j. **Supportive services** – such as transportation assistance, childcare, work attire/related tools, and eyewear, etc.
- k. **Follow-up services** –The “Provider” will provide the appropriate services/activities to enhance the youth’s academic/occupational progress to ensure long-term success. Follow-up services for youth may include: (1) 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.
- l. **Alternative secondary school instruction or dropout recovery services** – Service provider does not need to deliver these services, as they are available through Title II Provider.
- m. **Activities that help youth prepare for and transition to post-secondary education and training** – Service provider does not need to deliver these services, as they are available through Title II.
- n. **Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster** – 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)).

F. 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;
- G. 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.
- H. For all services provided, WDD Provider shall determine the appropriate assessments to administer to clients.
- I. 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 CEO determine that funds are not available for continuing these services; the CEO 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: Assistant Director of WDD  
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

## 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-Maricopa County Human Services Department \(“Provider”\)](#)
- 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.E.~~ Maricopa County WDB, through its service providers, is committed to providing comprehensive, integrated, and regional workforce services within the local service area.
- ~~G.F.~~ 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.G.~~ 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.

~~H.~~ 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 ~~for~~ the WIOA Title 1B Adult, Dislocated Worker, Youth, and Rapid Response ~~service providers~~ services within the Maricopa County local workforce area, is the Workforce Development Division of the Maricopa County Human Services Department. 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~~2020~~2023.

- 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. [Work experience or internship, in accordance with 680.170;](#)

~~e.d.~~ Incumbent worker training, in accordance with WIOA § 134(d)(4) and §§ 680.780, 680.790, 680.800, 680.810 and 680.820;

~~d.e.~~ Programs that combine workplace training with related instruction, which may include cooperative education programs;

~~e.f.~~ Training programs operated by the private sector;

~~f.g.~~ Skills upgrading and retraining;

~~g.h.~~ Entrepreneurial training;

~~h.i.~~ Transitional jobs in accordance with WIOA § 134(d)(5) and §§ 680.190 and 680.195;

~~i.j.~~ Job readiness training provided in combination with services listed in sections 3.5.2.1- 3.5.2.8 of this section;

~~j.k.~~ 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.l.~~ Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

~~l.m.~~ 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. Youth Services

- i. Youth services as described in 20 CFR § 681.200 – 681.650 are to be provided to WIOA Title 1B eligible youth, who are either in-school, ages fourteen to twenty-one (14-21) (unless an individual with a disability who is attending school under State law) or out-of-school, ages sixteen to twenty-four (16-24).
- ii. The “Provider” will make available the following **fourteen (14)** elements for the Maricopa County local workforce development area either directly or via subcontracts.
  - a. **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:
    1. Deal with the pressures of life
    2. Resolve interpersonal conflicts with others
    3. Avoid and/or resist peer pressure
    4. Understand how educational/vocational choices impact their future lifestyle
    5. Life Skills training (budgeting, time management, etc.)
    6. Drug and alcohol abuse counseling
  - b. **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.
  - c. **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.
  - d. **Tutoring, study skills training, and instruction as well as 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.
  - e. **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.
  - f. **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.
  - g. **Occupational skills training** – post-secondary education and/or skills training to attain industry standard certifications.

- h. Leadership development opportunities – encourage responsibility, employability, pre-employment training, and citizenship. Activities may include 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 peer-centered activities, including peer mentoring and tutoring, community service-learning projects, exposure to post-secondary educational opportunities and work simulation.
- i. Adult mentoring – for the period of program participation and a subsequent period.
- j. Supportive services – such as transportation assistance, childcare, work attire/related tools, and eyewear, etc.
- k. Follow-up services –The “Provider” will provide the appropriate services/activities to enhance the youth’s academic/occupational progress to ensure long-term success. Follow-up services for youth may include: (1) 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.
- l. Alternative secondary school instruction or dropout recovery services – Service provider does not need to deliver these services, as they are available through Title II Provider.
- m. Activities that help youth prepare for and transition to post-secondary education and training – Service provider does not need to deliver these services, as they are available through Title II.
- n. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster – 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)).

#### E-F. 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.G.** 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.H.** For all services provided, WDD Provider shall determine the appropriate assessments to administer to clients.

**H.I.** 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~~CEO determine that funds are not available for continuing these services; the ~~Fiscal Agent~~CEO 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: [Assistant Director of WDD](#)  
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.

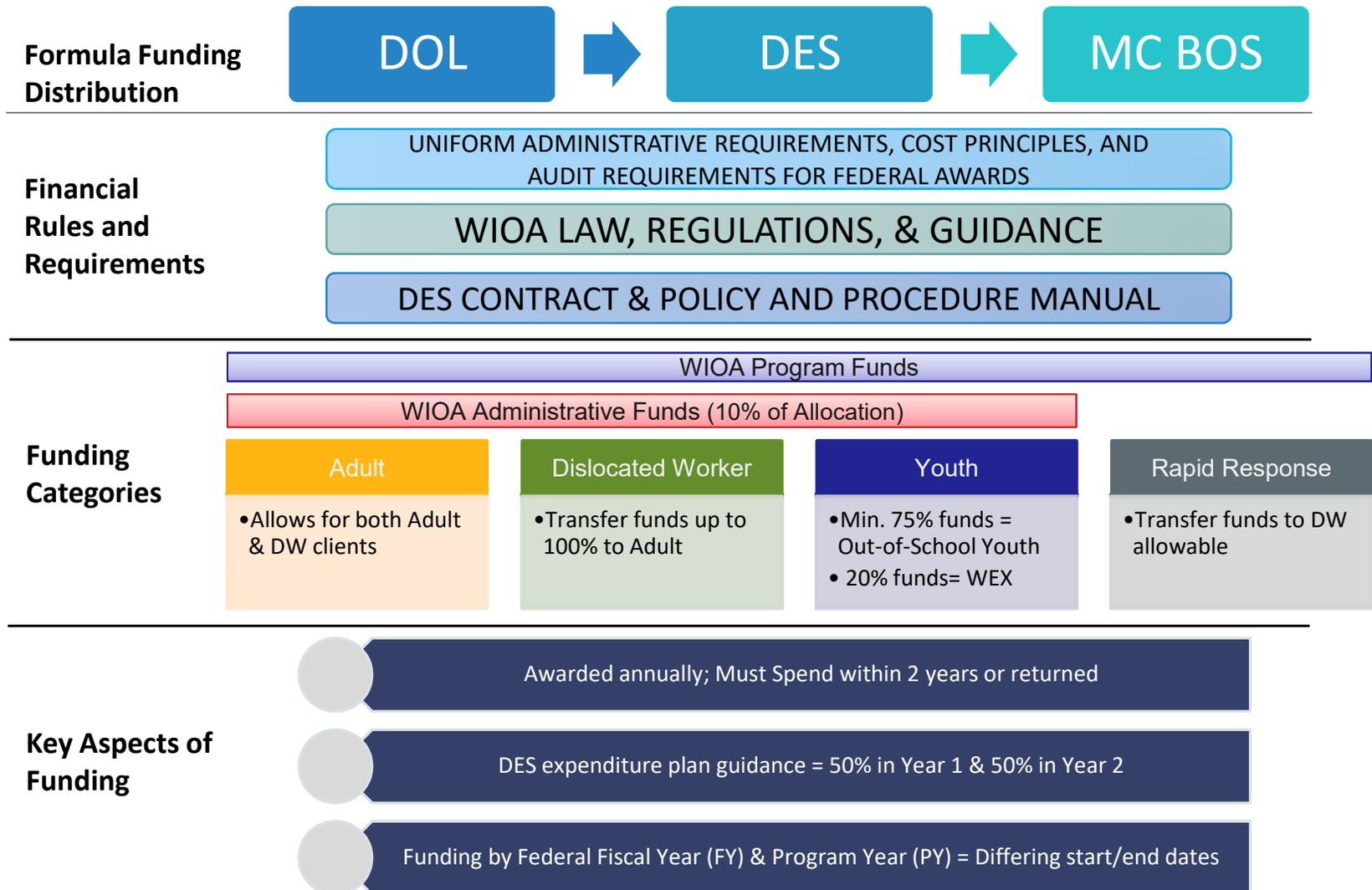
APPROVED AS TO FORM:

\_\_\_\_\_

Deputy County Attorney

Date

# WIOA Funding Overview





# Maricopa County FY2021 WIOA Recommended Budget

---

SEPTEMBER 23, 2020

WIOA FISCAL AGENT

# FY21 WIOA Funding

---

**FY21 Total Available Funding = \$24,404,085**

- PY19/FY20 = \$14,714,641
- PY20/FY21 = \$9,689,444

**FY21 Minimum Required Expenditures =  
\$14,714,641**

- If not fully expended, will be returned to the State
- Returned funds renders the LWA ineligible to receive reallocated funds the following Fiscal Year

# FY21 WIOA Funding by Program

---

<b>County FY2021</b>		
	<b>Available Funding</b>	<b>Required Expenditures</b>
ADULT	\$ 6,659,323	\$ 3,797,534
DISLOCATED WORKER	\$ 10,182,584	\$ 6,562,796
YOUTH	\$ 6,786,855	\$ 3,578,987
RAPID RESPONSE	\$ 775,324	\$ 775,324
<b>Total</b>	<b>\$ 24,404,085</b>	<b>\$ 14,714,641</b>

# DW Fund Transfer

---

## **Recommend to transfer \$4,704,430 in Dislocated Worker program funds to Adult program**

- WIOA allows 100% of Dislocated Worker program funds to transfer to the Adult program
  - Requested amount reflects a transfer of 79% of available DW funds
- Adult program allows for Dislocated Worker clients to be served
- Provides maximum flexibility in service provision
- Normal operating procedure – Maricopa County has transferred funds each year since the inception of WIOA
  - Request to transfer DW funds must be signed by the WDB Chair and approved by AZ Department of Economic Security; BOS approval not required

# FY21 WIOA Budget Recommendation

---

## **FY21 Recommended Budget = \$18,661,610**

- Includes WDB & Service Provider Budgets
  - WDB = \$633,169
  - Service Provider = \$18,028,442
- Includes the Dislocated Worker to Adult fund transfer

## **Remaining Available Funding (\$5,742,475) will carryover to FY22**

- Estimated FY22 Available Funding is \$25 million

# FY21 WIOA Budget by Program

---

<b>County FY2021</b>	
	<b>Recommended Budget</b>
ADULT	\$ 10,734,481
DISLOCATED WORKER	\$ 1,238,480
YOUTH	\$ 5,913,324
RAPID RESPONSE	\$ 775,324
<b>Total</b>	<b>\$ 18,661,610</b>

# Recommendation

---

1. Approve transfer of **\$4,704,430** in Dislocated Worker program funds to Adult program and authorize the WDB Chair to sign
2. Approve Recommended Budget by Program as presented for a total not-to-exceed amount of **\$18,661,610**



---

QUESTIONS?

THANK YOU FOR YOUR TIME.