

Yavapai County Proposed Performance Negotiations PY20-21

	PY18 Negotiated Goal	AJC Actual Performance For PY18	PY18 % Goal Achieved (Goal/ Actual)	PY19 Negotiated Goal	AJC PY19 Actual Annual Performance as of 5/11/2020	PY19 % Goal Achieved (Goal/ Actual)	PY17	PY18	PY19 Actual as of 5/11/2020	AVG PY17- PY19	LWDA Predicted from the Model	State Targets PY20**	State Targets PY21**	YC Proposed for PY20	YC Proposed for PY21
WIOA Adults															
Employed 2 nd quarter after exit	80.00%	84.10%	105.20%	85.00%	94.20%	110.80%	94.30%	84.10%	94.20%	90.90%	85.50%	71.40%	71.40%	80.00%	80.00%
Employed 4 th quarter after exit	70.00%	84.00%	120.00%	75.00%	83.50%	111.40%	87.50%	84.00%	83.50%	85.00%	79.70%	67.50%	67.50%	79.70%	79.70%
Median Wage	\$5,500.00	\$6,383.73	116.10%	\$5,700.00	\$7,410.51	130.00%	\$6,507.33	\$6,383.73	\$7,410.51	\$6,767.19	\$6,963.00	\$6,500	\$6,500	\$6,695.00	\$6,695.00
Credential	65.00%	100.00%	153.80%	66.00%	75.90%	115.00%	100.00%	100.00%	75.90%	92.00%	79.20%	74.80%	74.80%	78.70%	78.70%
Measurable Skills Gain		51.10%			50.80%		39.20%	51.10%	50.80%	47.00%		59.20%	59.20%	59.20%	59.20%
WIOA Dislocated Worker															
Employed 2 nd quarter after exit	80.00%	100.00%	125.00%	85.00%	95.50%	112.30%	88.20%	100.00%	95.50%	94.60%	86.00%	78.00%	78.00%	86%	86%
Employed 4 th quarter after exit	70.00%	92.90%	132.70%	72.00%	84.60%	117.50%	90.00%	92.90%	84.60%	89.20%	67.30%	73.20%	73.20%	73.20%	73.20%
Median Wage	\$7,100.00	\$5,777.34	81.40%	\$7,300.00	\$6,860.00	94.00%	\$7,786.09	\$5,777.34	\$6,860.00	\$6,807.81	\$6,231.00	\$8,646	\$8,646	\$8,905.00	\$8,905.00
Credential	60.00%	80.00%	133.30%	65.00%	66.70%	102.60%	100.00%	80.00%	66.70%	82.20%	56.60%	72.80%	72.80%	71%	71%
Measurable Skills Gain		48.30%			46.70%		30.00%	48.30%	46.70%	41.70%		50.00%	50.00%	50%	50%
WIOA Youth (14-24)															
Employed, in education, or in Occupation Skills Training 2 nd quarter after exit	68.00%	82.00%	120.60%	71.00%	97.50%	137.30%	81.40%	82.00%	97.50%	87.00%	83.40%	75.00%	75.00%	80%	80%
Employed, in education, or in Occupation Skills Training 4 th quarter after exit	66.00%	82.00%	124.20%	68.00%	97.40%	143.20%	100.00%	82.00%	97.40%	93.10%	78.00%	67.00%	67.00%	78%	78%
Median Wage		\$5,419.50			\$5,505.09		\$5,563.88	\$5,419.50	\$5,505.09	\$5,496.16		\$4,500	\$4,500	\$4,635.00	\$4,635.00
Credential	56.00%	78.10%	139.40%	61.00%	66.70%	109.30%	50.00%	78.10%	66.70%	64.90%	50.00%	54.00%	54.00%	55.60%	55.60%
Measurable Skills Gain		35.90%			38.20%		38.90%	35.90%	38.20%	37.70%		52.80%	52.80%	52.80%	52.80%

**MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014
Between and among the
YAVAPAI COUNTY WORKFORCE DEVELOPMENT BOARD
And
ONE STOP PARTNERS PROVIDING FOR THE OPERATION OF THE
YAVAPAI COUNTY LOCAL WORKFORCE DEVELOPMENT AREA ONE STOP SYSTEM**

I. INTRODUCTION

The undersigned include the identified entities that are required partners in the ARIZONA@WORK Yavapai County local One Stop Delivery System. The Partners are entities designated by Section 121(b) (1) (B) of the Workforce Innovation Opportunity Act (WIOA) and 20 CFR §678.400, and who are responsible for administering the programs and activities in the local area.

This Memorandum of Understanding (MOU) is the product of local discussions and negotiations developed and executed between the Yavapai County Workforce Development Board (WDB) and the One Stop Partners, with the agreement of the Chief Elected Official and the One Stop Partners, relating to the operation of the One Stop Delivery System (20 CFR §678.500). Programs authorized under WIOA and included in this MOU are as follows:

CORE PARTNER PROGRAMS

- a. Title I: Adult, Youth, and Dislocated Worker
- b. Title II: Adult Education and Literacy
- c. Title III: Wagner-Peyser
- d. Title IV: Vocational Rehabilitation

REQUIRED PARTNERS

- a. Senior Community Service Employment Program (SCSEP)
- b. Trade Adjustment Assistance (TAA)
- c. Community Development Block Grant (CDBG)
- d. Housing and Urban Development (HUD)
- e. Programs under Unemployment Compensation

The WDB enters into this agreement to ensure that the principles outlined in the MOU are consistent with WIOA Public Law 113-128, the Arizona Workforce Innovation and Opportunity State Plan for PYs 2020-2023, Workforce Arizona Council Policy #5 ARIZONA@WORK Job Center MOU and Infrastructure Costs Policy, and State Administrative Policies.

II. VISION AND GOALS

The purpose of this MOU, according to 20 CFR §678.500, is to describe the relationship between the WDB and the One Stop System Partners under WIOA.

This MOU defines the coordination of resources between partners for appropriate services and activities, ensures that the needs of workers, youth and individuals with barriers to employment, including individuals with disabilities, are provided access to services while providing effective delivery of workforce services that will enable partners to integrate the current service delivery system, resulting in a seamless and comprehensive array of job matching, education, support services, job training and other workforce development services. This MOU contains the duration of the MOU, procedures for amending it, and process for review and conflict resolution.

The Mission Statement of the WDB is: *“To build economic success through workforce development partnerships.”*

The Vision of the WDB is: *“To promote the well-being of citizens of Yavapai County by developing and maintaining a quality workforce. Serving as the focal point of local and regional workforce investment initiatives, we support local and regional economic growth by linking workforce development with economic development.”*

ARIZONA@WORK Yavapai County and workforce partners focus equally on the needs of job seekers and employers for skilled labor with industry-recognized credentials. This innovative network collaborates to create an accessible and integrated service delivery system to produce a pipeline of skilled workers to meet current and future labor demands.

Focused Workforce Solutions

- Provide information and guidance to job seekers to make informed decisions about training and careers.
- Partner with WIOA mandated partners for service delivery and shared client service without duplication.
- Develop a pipeline of skilled workers based on identified current/projected business needs through a networked system of services.
- Develop educational training and supportive services to meet the needs of job seekers, including those with obstacles to employment.

Local Goals of the WDB

- Enhance existing and/or develop training programs and service delivery systems to better meet industry’s short, intermediate and long term needs through eligible training providers.
- Upgrade training for current employees.
- Streamline access to and/or administration of workforce development programs.
- Provide a self-sustaining program of governance management and oversight for regional planning and development system.

- Enhance and expand the Youth programs so that young people will have the education resources and skills they need to succeed in a competitive economy.

Excellent Customer Service

- Streamline processes to ensure seamless customer service while addressing all customer needs.
- Share information among partners to effectively navigate the customer to appropriate services.
- Ensure staff is knowledgeable of resources within the workforce delivery system through comprehensive training and development.
- Provide and exceptional customer experience in a professional environment.

Strong Regional Economies

- Leverage resources to strengthen job and career opportunities in high-growth industries within the local area.
- Customized education and training services to align with current and projected business needs.

Duration of the Agreement

Term: This MOU will commence on July 1, 2020 and remain in effect until June 30, 2024, unless terminated earlier by the repeal of WIOA as provided herein.

Review: The Partners agree to review this MOU every quarter during the first year of implementation, and then bi-annually to ensure accountability, appropriate funding and delivery of services. Modifications will be made as deemed necessary and as agreed upon by the Partners, and/or the WDB.

Withdrawal of a Partner: The Partners understand that integration to the One Stop delivery system is dependent on everyone's good faith efforts to improve and provide seamless services to the community. In the event that it becomes necessary for any of the Partners to cease being a party to this MOU, the said Partner shall notify other parties in writing thirty (30) days in advance of that intention. Termination by one of the Partners to this MOU does not alter the terms or obligations of the other Partners to this MOU.

Conflicts with a Partner: The parties shall first attempt to resolve all disputes informally by holding a meeting of the interested parties with the WDB Executive Director or the Chairman of the WDB as applicable to avoid conflict of interest.

- The Executive Director will attempt to resolve the issues at the lowest possible levels of the organization involved.

- If the informal resolution does not work, the matter will be referred to the WDB for appropriate designation and/or recommendation. The Chair of the WDB may place the matter on the agenda of an executive session of the Executive Committee to mediate and issue a written recommendation.
- If the matter fails to be resolved at the Board level, the matter will be referred to the Yavapai County Board of Supervisors or their designee, which could result in the removal of parties found to not be compliant within the terms of this agreement.

III. SYSTEM DESIGN

Description of Services

Functional alignment is both an opportunity and a tool to effectively streamline customer service delivery, capitalize on the strengths of staff and technology to deliver services, and thereby reduce duplication. ARIZONA@WORK Yavapai County will ensure that the following elements are incorporated into each Job Center in keeping with the State Service Integration Policy and the Local Business Plan. The Executive Committee of the WDB has decided that the One Stop Committee will oversee all Welcome, Career and Skill Development and Business Services.

The One Stop Committee will provide exceptional customer services in a professional environment. Partners will use a single point of contact model for service integration and services will be coordinated and delivered through all components of the system. Customers will be informed about the services available by Partners in the MOU. Customers will also be informed and referred, if appropriate, of services available through the MOU Partners. Customers will experience orientation for programs and labor market information, recruitment and referral, such as assessing and identifying skills, conducting intakes, orientations, referrals to One Stop Partners, recruit and make job referrals, labor market information, system navigation and Unemployment Insurance (UI) benefits information.

The One Stop Committee will also provide information and guidance to job seekers to make informed decisions about training and careers. Customers will receive individualized services needed to gain the skills to enter the workforce in a manner that leads to employment addressing interests, skills, abilities, knowledge and self-sufficiency. These may include services and activities such as identifying skills, developing employment plans, short-term prevocational services, tuition and fees for educational gains, entrepreneurial training, academic counseling, career counseling, work based learning, preparation for Secondary/High School Equivalency, skills upgrade, English Language Acquisition, Financial Literacy, Industry-recognized credentials, case management, and support services to obtain/maintain employment.

The One Stop Committee will continue to develop a pool of skilled workers based on identified current/projected business needs. Customers will include job seekers and business industries. All customers are welcome to access the services needed to attain employment and make connections with business partners. Services may include skill assessments/attainments, referrals to Partners, employment development screening and referral, employment plans, active case management, employer relationship development, job search assistance, labor market

information, UI information, and job training opportunities. The One Stop Committee will also be involved with the Business Services function to build relationships with employers through regional initiatives such as outreach, recruitment and referral for job openings, job candidate qualification review, workforce trends, services based on industry needs, job development and referrals to community services.

Partner Responsibilities

Partners who are physically co-located within the ARIZONA@WORK Yavapai County Job Centers must provide their services within the following parameters and abide by the One Stop Partner Agreement and Local Workforce Development Plan:

Affiliate Sites:

- a. Basic Career Services: Partners must make their basic services available and seamless as directed by the One Stop Operator.
- b. Integration of Services: Partners must make integration of Partner services available through the Job Center for benefit to customers as they are carried out under their program direction or authorizing law.
- c. Competence: Partners must ensure that their staff members are adequately trained on their respective program rules and regulations and capable of effectively delivering program services and activities within a seamless service delivery environment.
- d. Training: Partners must participate in Center cross-training as determined by the One Stop Operator.

Co-Located Comprehensive Centers:

Comprehensive Centers will provide all of the above (a – d) as well as indicated below:

- e. Coverage: Partners must ensure that there is adequate staff coverage at all times by coordinating leave requests with the One Stop Operator. Additionally, assistance with front desk coverage may be needed.
- f. All WIOA Partners will pay a fair share of WDB operating costs.
- g. Co-Managers: Leadership will be provided by multiple functions at each Job Center.
- h. Supervision: Partners must maintain direct supervision over their respective staff that supports their programs.
- i. Space/Supplies: Adequate space will be provided for all Partners at Comprehensive One Stop Centers. Each Partner shall stock sufficient paper and related supplies to provide for anticipated needs at all times. The equipment supplies used, such as paper, toner and maintenance costs, are the responsibility of each program. Each Partner will be responsible for providing their staff with office supplies needed to perform their work duties. Each Partner will contribute a fair share of customer-related supplies as applicable.

IV. SYSTEM ACCESS AND JOB CENTER LOCATIONS

The ARIZONA@WORK Yavapai County One Stop System Partners will ensure that the needs of workers, youth and individuals with barriers to employment, including individuals with disabilities, will have access to all program activities and services provided by the One Stop System. Access to program activities and services will not be exclusively provided by directing customers to a computer website or telephone number, but will be coordinated in making available a direct linkage through technology to program staff that can provide meaningful information or services. As defined in WIOA Section 121 (b), One Stop Partners in each local area shall provide access through the One Stop delivery system to such program or activities carried out by the entity, including making the career services described in Section 134 (c)(2), that are applicable to the program or activities available at the One Stop Centers. Titles I, II, III and IV will abide to providing access to the One Stop delivery system in accordance with WIOA Section 121 (b).

For customers in outlying areas, access to information on WIOA services is also available online at www.azjobconnection.gov. Materials and overview of services are provided in weekly orientations and online at Comprehensive One Stops. One-on-one orientation appointments can also be made to meet the client's schedule. In October 2016, NACOG provided 5 Dell computers to a new library in Paulden, Arizona. Paulden is a remote community located approximately 30 miles from Prescott, and there is no workforce development and employment services from this high-labor population center. Community outreach is also a common goal of the One Stop Partners. Many services can be provided electronically, and/or staff can make accommodations to provide services in the outlying areas.

Yavapai County's workforce system operates under the brand of ARIZONA@WORK Yavapai County, and is a proud partner of the American Job Center Network. The brand was launched in February 2016 and was created to increase public awareness and to break down silos among various workforce partners. Job seekers and employers have web access to information about services and programs provided in the local area.

According to 20 CFR §678.305, a physical Comprehensive One Stop Center is to be established in each designated Local Workforce Development Area, and provide job seeker and employer programs, services and activities of all required One Stop Partners. The Board has established the following Comprehensive Job Centers to serve the Yavapai County Local Workforce Development Area:

ARIZONA@WORK Yavapai County

West County – Hours of Operation: 7 AM to 5 PM Monday – Friday

221 North Marina Street, Suite 201

Prescott, Arizona 86301

(928)778-1422

East County – Hours of Operation: 8 AM to 5 PM Monday – Friday

1500 E. Cherry Street, Suite F

Cottonwood, Arizona 86326

(928)649-6868

Customer Satisfaction

Accountability for customer satisfaction will be accomplished with surveys that will be conducted with job seekers or business industries and will be shared with the WDB on a quarterly basis. The goal is that participants are highly satisfied with the workforce development services.

Performance Accountability

Partners will exchange information on a quarterly basis about performance goals and attainment of those goals. This data will be accumulated by the One Stop Operator and presented to the WDB during its regularly scheduled meetings.

Each Partner will strive to meet negotiated performance levels as described in the current Plan, and provide activity reporting per their respective Titles. The One Stop Operator will report as applicable to the WDB. The One Stop Report, which is developed by the WDB, will be the primary source of shared program activity information for all One Stop Partners in Yavapai County.

Any Partner who fails performance standards will be encouraged to present a Performance Improvement Plan from their respective agencies and strategies on how this measure will improve.

Information Systems

The Partners agree to the establishment of sharing information as outlined in the Performance Accountability section.

Customer service surveys will be conducted monthly and results will be provided to the WDB on a quarterly basis.

Titles I, II, III and IV will use information technology and databases available to their respective agencies to meet performance/activity reporting requirements.

V. SHARED CUSTOMERS AND REFERRAL PROCESS

Arizona workforce system operates under the ARIZONA@WORK brand and is a proud partner of the American Job Center Network.

The brand was launched in February 2016 and was created to increase public awareness and to break down silos among various workforce partners. Job seekers and employers have web access to information about services and programs provided in the local area.

The ARIZONA@WORK Yavapai County One Stop System Partners will collaborate to provide physical and/or electronic access to shared customers for enrolled services to Adults,

Dislocated Workers and Youth, either by customer contact or an established relationship with a Partner agency.

All Partners will utilize the NCR One Stop Referral Form, which is in place between programs to leverage best resources. This integrated and seamless provision of specialized services offered by One Stop program and Partner staff ensures that there is more diversity in the types of services offered to individuals with barriers to employment. The referral tool is also utilized as a communication tool and tracking between partners to show if a client has met with a Partner program for resources.

Center staff-assisted services will be continuously promoted and provided as needed, until the customer's goal of employment has been achieved.

Staff Development

The Partners agree to work continuously to ensure collaboration with State and regional efforts to provide service delivery in response to identified capacity building needs. Cross-training will be provided on an annual basis amongst all Core Partners. All Partners agree to participate and attend cross-training annually. Partners agree to ensure a high level of professional standards related to staff competencies and protocols, as well as maintaining a professional environment for staff and customers.

Marketing and Outreach

Materials and overview of services are provided in weekly orientations and online at Comprehensive One Stops. One-on-one orientation appointments can also be made to meet the client's schedule. Community outreach is a common goal of the One Stop Partners. Many services can be provided electronically, and/or staff can make accommodations to provide services in the outlying areas.

All ARIZONA@WORK Yavapai County staff are required to expand their jobs beyond what they have traditionally done, moving to a broader set of job functions and skills that are focused on customer interactions and that enable them to effectively link customers to a variety of services. This expanded training and skills development for the staff has specific areas of concentration related to the use of technology to reach individuals in remote areas and provide the same level of service they would receive if they were able to be on site at a One Stop.

The Core Partners agree to adopt and implement collaborative marketing strategies informing job seekers, employed individuals, employers and the community at large about the services available through the local One Stop system.

Confidentiality

The One Stop Partners shall observe and abide by all applicable State and Federal Statutes, rules and regulations regarding the use or disclosure of information including, but not limited to,

information concerning applicants for, and recipients of, One Stop services due to confidentiality purposes.

All participant files and related information will be processed and maintained in accordance with applicable federal, state and local confidentiality policies.

The Partners may only share customer information for the benefit, and with the expressed and informed consent, of the participant and, if applicable, the participant's parent or guardian. Information exchanges will be permitted only after the organization/staff possessing the information cites the participant's authorization for the release of information, identifies the organization/staff requesting the information, determines that the organization/staff is authorized to receive the information, confirms that the organization/staff requires the information for official business purposes, and verifies that the other organization/staff will handle/maintain the information as confidential in nature.

Each program will utilize their own program procedures for releasing information to other program providers.

VI. SHARING ONE STOP SYSTEM SERVICE/OPERATING COSTS

By July 1, 2020, all Partners to the MOU plan to adopt an infrastructure cost sharing agreement that will reflect each Partner's contribution toward the infrastructure Center costs, and the One Stop Operator. As identified at the Yavapai County Workforce Development Board meeting in August 2020, the Partners agree to contribute a fair share by dividing up the annual Yavapai County WDB Budget of career services, professional services and supplies equally three ways. This will also be identified in the Infrastructure Funding Agreement (IFA).

VII. ADDITIONAL INFORMATION

Indemnification/Hold Harmless

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any claims, losses, liability, costs or expenses (including reasonable attorney fees) (hereinafter collectively referred to as "Claims") arising out of, or resulting from, any acts or omissions which arise from the performance of the obligations by such indemnifying Party pursuant to this MOU, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

Breach of Non-participation by a Partner

In the event of a breach of this MOU by any Party, the non-breaching Parties, or ARIZONA@WORK Yavapai County, may terminate this MOU as to the breaching Partner. If a

Partner elects not to participate, that Partner may not be represented on the Board. This MOU may not be terminated until after the Parties have met, conferred and attempted to resolve the issue(s) in dispute. If this MOU is terminated as to any Partner, ARIZONA@WORK Yavapai County will seek a replacement Partner with interests and funding comparable to those of the terminated Partner.

Severability Clause

If any part of the MOU is found to be null and void, or is otherwise stricken, the rest of this MOU will remain in full force and effect. This will be binding upon and inure to the benefit of the Parties hereto and respective successors and assigns where permitted by this Agreement.

Insurance

As applicable, Parties other than the WDB agree to maintain in full force and effect during the term of this MOU, and any extension thereof, commercial general liability insurance, or self-insurance, with limits of not less than \$1,000,000 single limit coverage per occurrence for bodily injury, personal injury and property damage. Upon request from any other Party, a Party must provide an appropriate certificate evidencing such insurance, or self-insurance, to the requesting Party.

Assurance and Non-Discrimination Clause

The Parties to this MOU accept the assurances and certifications identified in this section. Through the signing of this MOU, the Parties agree to the provision contained in each of the United States Department of Labor (USDOL) form documents identified below and incorporated by reference into this MOU:

- Assurances – Non-Construction Programs
- Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Transaction
- Certifications Regarding Lobbying, Debarment, Suspension, Drug-Free Workplace
- Certification of Release of Information
- Nondiscrimination of Equal Opportunity Requirements of WIOA

Specifically, during the performance of this MOU, the Parties shall not discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical or mental disability, medical condition, marital status or sexual orientation.

Nothing herein shall be construed as obligating the Parties to expend funds or be construed as involving the Parties in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for these purposes. This MOU in no way restricts any of the parties from participating in similar activities or arrangements with other public or private agencies, organizations or individuals.

Disabilities Services

All Parties to this MOU agree to abide by the provisions outlined in WIOA Section 188, “Non-Discrimination”, and in 29 CFR Part 37.7 through Part 37.10. In addition, the Parties will assure that the following is provided, to the extent practicable, in the Yavapai County One Stop System:

- One Stop Center facilities that are programmatically and architecturally accessible
- Program access for individuals with disabilities
- Reasonable accommodations for individuals with disabilities

Entire Agreement

There are no other agreements or understandings, written or oral, between the Parties with respect to the subject matter of this MOU other than as set forth herein. This MOU may not be modified or amended except by a written document executed by all Parties to this MOU.

Data Access

The State-required data management system is the Arizona Job Connection (AJC), which is the primary case management and federal reporting system utilized by the Yavapai County Local Workforce Development Area (LWDA). Adult, Youth and Dislocated Worker program Operators enter all required data for eligibility, data validation and performance reporting according to State guidance. Because the system is integrated, other Partner programs with access to AJC can access the universal information that is created by the individual or staff member. At this time, Employment Service and Trade Adjustment Assistance use the universal information to create program applications and service plans. Because all staff can access this integrated information, team management can occur.

Workforce development supervisors have created tools and provided training to assist line staff and Center supervisors for all programs to employ the reporting features in AJC to manage daily caseload work, troubleshoot performance impacts and ensure quality data entry.

General

Governing Law; Forum; Venue: This MOU is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) shall govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this MOU that cannot be administratively resolved, or otherwise related to or arising from this MOU, must be commenced and maintained in the state or federal courts of the State of Arizona, Yavapai County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

Compliance with Law: Each Party must comply with all federal, state and/or local laws and regulations that apply to this Agreement.

Responsibility for Labor: Each Party is responsible for the wages, benefits, supervision and other support of employees of the Party who perform work under this MOU. Employees of a Partner are not employees of ARIZONA@WORK or any Consortium member, and are not entitled to the benefits of employment by ARIZONA@WORK or any Consortium member.

Contract Cancellation: All Parties acknowledge that this Contract is subject to cancellation by the governmental parties pursuant to the provision of Section 38-511, Arizona Revised Statutes.

No Third Party Beneficiaries: the Parties signing this MOU are the only Parties to the MOU and are the only Parties entitled to enforce its terms. Nothing in this MOU gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this MOU.

Invalidity; Severability: If any provision of this MOU is held invalid, the remainder of the MOU will not be affected.

Authority: The individuals signing this MOU have the authority to commit the Partner organization they represent to the terms of this MOU, and do so by signing.

Nature of Agreement: Notwithstanding the use of the term "Partner", this MOU is not intended to constitute, create, give rise to or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the Parties are only those expressly set forth in this MOU.

Notices: Any notice, consent or other communication ("Notice") required or permitted under this MOU must be in writing, must be sent to the Party at the address stated below in the Party's signature block or such substitute address as may be sent by a Party to all other Parties, and either:

- 1) Delivered in person;
- 2) Sent via e-mail, return receipt requested;
- 3) Sent via facsimile transmission;
- 4) Deposited with any commercial air courier or express delivery service; or
- 5) Five business days after the Notice is deposited in the United States Mail as above provided.

Any time period stated in a Notice will be computed from the time the Notice is deemed received. Notices sent by e-mail and facsimile transmission must also be sent by regular mail. This requirement for duplicate Notice is not intended to change the effective date of the Notice sent by e-mail or facsimile transmission.

All notices to NACOG regarding this MOU will be sent to the following address:

Name: Teri Drew, WDB Executive Director
CC: Leah Cickavage, NACOG Operations Manager

PO Box 2451
Prescott AZ 86302
(928)778-1422
Email: tdrew@nacog.org; lcickavage@nacog.org

All notices to Department of Economic Security Employment/Veteran Services/Vocational Rehabilitation regarding this MOU will be sent to the following addresses:

Arizona Department of Economic Security
Name: Alineth Gamero-Hernandez, Deputy Administrator
1789 W. Jefferson St.
Phoenix AZ 85007
(480)216-1146
Email: agamero-hernandez@azdes.gov

Rehabilitation Services Administration
Name: Kristen Mackey, Administrator
1789 W. Jefferson St.
Phoenix AZ 85007
(602)364-2907
Email: kmackey@azdes.gov

All notices to Department of Education Adult Education Services regarding this MOU will be sent to the following address:

Name: Sheryl Hart
Adult Basic Education
1535 W. Jefferson, Bin 26
Phoenix AZ 85007
(602)258-2410
Email: Sheryl.Hart@azed.gov

Execution in Counterpart: This MOU may be executed in counterpart, each of which shall have full force and effect upon execution by all Parties to this MOU.
WHEREFORE this MOU was executed as of the Effective Date by the Parties whose names and signatures appear below.

Yavapai County Workforce Development Board
Executive Director

Signature: _____

Date: ___/___/_____

Northern Arizona Council of Governments
Title I
Adult, Youth, Dislocated Worker

Signature: _____
Date: ___/___/_____

Arizona Department of Education
Title II
Adult Basic Education

Signature: _____
Date: ___/___/_____

Signature: _____
Date: ___/___/_____

Department of Economic Security
Department of Employment and Rehabilitative Services
Title III

Signature: _____
Date: ___/___/_____

Title IV

Signature: _____
Date: ___/___/_____