



NOTICE AND AGENDA OF MEETING OF THE MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Maricopa County Workforce Development Board and to the general public that the Maricopa County Workforce Development Board will hold a meeting open to the public on:

Thursday, June 17, 2021 – 9:30 a.m.

GoToMeeting: <https://www.gotomeet.me/MaricopaCountyWDB>
Phone: +1 (872) 240-3212; Access Code/Meeting ID: 167-097-701

The Maricopa County Workforce Development Board may vote to go into executive session, which will not be open to the public, to discuss certain matters including, for the purpose of obtaining legal advice from the Board's attorney on any matter listed on the agenda pursuant A.R.S. 38-431.03(A)(3).

The Agenda for the special meeting is as follows:

****Indicates materials attached, please review/read prior to meeting.***

1. Call to order.

2. Roll Call.

3. Welcome and Opening Remarks.

4. Workforce Impact Statements.

- Successful Worker Story*
Workforce Development Coordinator, Carter Ellis will read a community success story.
 - Successful Business Partner Story*
Business Services Supervisor Kevin Dumcum will read a business partner success story.
-

5. Consent Agenda.

For Possible Action.

The board will consider and vote on the items on the consent agenda. Consent agenda is established to efficiently dispense the business of the MCWDB. These items will not be discussed unless a Member of the Board asks to remove the item from the consent agenda.

- Meeting Minutes: May 13, 2021*
 - Monthly Fiscal Report*
 - Title 1B: Workforce Development Division Quarterly Operations Report – 3rd Quarter*
-

6. Chairman Report.

Discussion Only.

Chairman, Matt McGuire will provide the Board a summary of events in and related to the MCWDB since the last meeting, including on:

- 2021 Celebrations of Accomplishments
 - August 19, 2021 MCWDB Retreat
-

PUBLIC PARTICIPATION AND ACCESS: "The public must be allowed to attend and listen to deliberations and proceedings taking place in all public meetings, A.R.S. § 38-431.01(A); however, Open Meeting Law does not establish a right for the public to participate in the discussion or in the ultimate decision of the public body." Note: Agenda items may be taken out of order

"Equal Opportunity Employer/Program." "Auxiliary aids and services are available upon request to individuals with disabilities." A sign language interpreter, alternative format materials, or infrared assistive listening devices will be made available within 72 hours' notice. Additional reasonable accommodations will be made available to the extent possible within the time frame of the request. 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.

7. Information/Discussion Only.

- FY2022 Allocations*
Executive Director, Steve Clark will provide the Board a report on the FY2022 Allocations.
- Maximus One-Stop Operator Summary Report*
Gretchen Carraway will present the Maximus One-Stop Operator Summary Report to the Board.

8. Information/Discussion/Possible Action.

- Vice Chair Election
- Second Vice Chair Election
- MCWDB 2021 Restructuring*
- MCWDB Fiscal Year 2021-2022 Meeting Schedule*
- FY2022 One Stop Operator Contract.*
Management Analyst, Nancy Avina will provide the Board with a brief summary of the FY2022 One Stop Operator.
- Memorandum of Understanding and Infrastructure Funding Agreement.*
Management Analyst, Nancy Avina will provide the Board with a brief summary of the Memorandum of Understanding and Infrastructure Funding Agreement.

9. Executive Director Report.

Informational/Discussion.

Executive Director, Steve Clark will provide the Board a summary of events related to the MCWDB since the last meeting, including on:

- Introduction of Kennedy Riley, MCWDB Management Analyst
- Best in Class Progress Report
- Workforce Development Collaboration Update

10. Committee Reports.

The Chair of each MCWDB committee will provide the Board a summary of events in and related to the activity of their respective committee since the last meeting.

11. Call to the Public.

12. Adjourn.

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Workforce Impact Statements.

Successful Worker Story



Community Services Success Story
06/04/2021

Email sent to Workforce Development Coordinator, Carter Ellis, from Adult Participant, Misty:

"I moved to the Phoenix Valley in 1998. I was a newly graduated university student and a single mom. My priorities were employment and housing to establish a consistent foundation for me and my family. As time went on my priorities changed and it was necessary that my career path be adjusted. I went back to school and acquired new skills which afforded me the ability to stay competitive in the workforce of the new millennium. After a series of unfortunate life events during the world pandemic of 2019, I found myself jobless and homeless without a way to provide for me or my family. My children and I were split up due to housing availability options. I was fortunate for Carter assisting to refer me to Tempe Housing Assistance Program where I found housing and work as a long term substitute teacher within the Tempe Union High School District and the Tempe Elementary School district because I didn't have my own transportation as a Tempe resident."

"I had first met Carter Ellis Workforce Development Coordinator in 2019 at the Tempe public library, where the offices of Workforce Development were partnering. After Carter's thorough job need assessments personalized specifically for me, I had a direction and felt empowered by him to better my life for children and I."

"Carter identified areas of opportunity that were tailored for my previous experience and shared desires for future employment. At that time, 12 months before the pandemic and workplace restructuring, I wasn't as motivated to update my resume and actively and affirmatively do a job search. I made an appointment with Carter Ellis again 1 year later when me and my family were in crises. Partnering with Carter as a Workforce Development Coordinator again, afforded me benefits of job search with AZ@Work job search agents, online job fairs, professional development workshops, direct referrals, resume revising to include industry specific terminology, pre interview encouragement and post interview discussion review."

"Periodically, Carter would follow up with open ended questions on life events that I shared in previous conversations. This allowed a professional connection of concern to be established. After a referral from Carter and 3 job interviews, I have been offered a full-time job as a City of Phoenix Training and Development Coordinator with a salary over \$60,000.00 per year starting the end of this month with full health benefits for me and my family. We are now mother and children back under one roof again and recently purchased reliable transportation."

"The partnership between Arizona employers and Workforce Development strategically align for finding Arizonans gainful employment that benefits families and ultimately the economy. I am so thankful for the efforts demonstrated by AZ@WORK and Carter Ellis specifically for his personalized professionalism during my personal time of employment crises. My future and family have been greatly impacted for the positive thanks to his efforts and his partnerships with employers and the community."

Yours in good health,
Misty



Workforce Impact Statements.

Successful Business Partner Story



Business Services Success Story

June 2021

The Wesco Assembly Plant in South Phoenix, among other products and services, manufactures solar panels. Greg Nash from Wesco first connected with ARIZONA@WORK Maricopa County Business Services in November 2020 seeking assistance to recruit multiple assembler positions, as well as numerous office roles. Business Services assisted Wesco with posting their positions on AZJobConnection.gov, promoting those open positions throughout their internal and external network of workforce agencies, and referring candidates. In addition, Wesco posted on other job boards, promoted their openings through their network, offered sign-on bonuses, and tried their own virtual hiring event. Still, through the combined efforts, there were not enough candidates to meet the number of openings.

Mr. Nash developed a theory that job seekers need in-person interactions, especially after COVID restrictions. Business Services suggested a drive-thru event that could be held in the Wesco parking lot. Together, to ensure compliance with CDC COVID guidelines, and to maximize success, Wesco and Business Services laid out a strategic plan for the event.

Business Services developed a pre-registration survey to schedule interested job seekers to arrive at the event at different times. Traffic was directed through specific entrance and exit points within the Wesco parking lot. Candidates were instructed to remain within their vehicles. Registration forms and applications were handed through windows and returned to Business Services staff when completed. Everyone always wore masks, and clipboards and pens were wiped clean after every use. Wesco recruiters reviewed the applications and called the candidates they were interested in meeting for a screening interview. Candidates then met with a Wesco recruiter on opposite ends of six-foot tables. Those who were not called to meet with Wesco, or who did not pass beyond the initial screening interview, were given information about additional services from Business Services, and were followed up with over the next few days.

The event was held on Wednesday, March 24, 2021, and was incredibly successful with 50% of the preregistered job seekers showing up. Wesco was ecstatic to have the opportunity to add 5 new employees to their workforce as a result of the event.



Consent Agenda.

Meeting Minutes

MINUTES OF PUBLIC MEETING OF THE MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD

Thursday, May 13, 2021 – 9:30 a.m.

GoToMeeting: <https://www.gotomeet.me/MaricopaCountyWDB>
Phone: +1 (872) 240-3212; Access Code/Meeting ID: 167-097-701

Members Present: Bonnie Schirato, Brent Downs, Christine Colon, Christopher Tafoya, Collin Stewart, Elizabeth E. Cole, Erik Cole, Gregg Ghelfi, Leah Hill, Loren Granger, Mark Wagner, Matt McGuire, Scott Sudhalter, Shawn Hutchinson, Stan Chavira, Tina Drews
(Note: All members present attended via GoTo meeting)

Members Absent: Marcia Veidmark

MEETING

Call to Order.

Chairman Matt McGuire, called the meeting to order at 9:32 a.m., and requested roll call.

Roll Call.

MCWDB Board Liaison, Deseret Romero took roll. Quorum was present.

Welcome and Opening Remarks.

Chairman Matt McGuire welcomed new Board members, Leah Hill and Scott Sudhalter. Ms. Hill provided a brief professional work history in workforce development and small business.

Chairman McGuire then provided a brief reviewed of the board's vision, values and goals.

Chairman McGuire also noted the recent approvals at the Workforce Arizona Council (WAC) Executive Committee meeting, including the approval of the MCWDB Local Plan and conditional approval of the MCWDB Recertification.

Chairman McGuire also noted the Governor's recent Executive Order 2021-12 Resuming Work Search Requirements for Unemployment Recipients and invite Board member Christopher Tafoya to share an update. Mr. Tafoya provided a brief overview of the Executive Order and fielded questions from the Board.

Workforce Impact Statements.*

Workforce Development Career Advisor, Shadrick Jones read a workforce impact statement on a youth named Brittany. Brief positive comments were shared by board members.

Workforce Development Board Member, Brent Downs shared his member story. Brief positive comments were shared by board members.

Consent Agenda.

Chairman McGuire asked for a motion to approve consent agenda items. Christopher Tafoya made a motion; Shawn Hutchinson seconded the motion. Roll call vote held:

In favor: Bonnie Schirato, Brent Downs, Christine Colon, Christopher Tafoya, Collin Stewart, Elizabeth E. Cole, Erik Cole, Gregg Ghelfi, Leah Hill, Loren Granger, Mark Wagner, Matt McGuire, Shawn Hutchinson and Stan Chavira

Opposed: None

Abstained: None

Motion passed.

Chairman Report.

Chairman McGuire provided an update on the following:

MCWDB 2021 Restructuring– The Chairman provided a brief review of the provided MCWDB 2021 Restructuring Proposal for the Board’s review and consideration, noting that the item would be placed on the June meeting agenda for approval.

MCWDB Executive Director Steve Clark provided a brief overview of the proposed FY 2021 Meeting Schedule for the Board and Committees. Youth Committee Chair Elizabeth “E” Cole requested that the proposed FY2021 Meeting Schedule be shared at the next Youth Committee meeting.

Informational/Discussion Items.

MCWDB Management Analyst, Nancy Avina provide the Board with a brief status update on the following Board requirements:

- 2021 One Stop Operator Progress Report.
- Memorandum of Understanding and Infrastructure Funding Agreement.
- Career Center Certification.

Ms. Avina answered questions from Board members and also noted that the items would be brought back to the Board in June for Board approval.

Action Items.

MCWDB Executive Director Steve Clark provided the Board with a review of the 2020-2021 Re-Certification previously provided to the Board for review and input. Mr. Clark noted that no requests for revisions had been received from Board members.

Chairman McGuire asked for a motion to approve the 2020-2021 Re-Certification. Shawn Hutchinson made a motion; Bonnie Schirato seconded the motion. Roll call vote held:

In favor: Bonnie Schirato, Brent Downs, Christine Colon, Christopher Tafoya, Collin Stewart, Elizabeth E. Cole, Erik Cole, Gregg Ghelfi, Leah Hill, Matt McGuire, Scott Sudhalter, Shawn Hutchinson

Opposed: None

Abstained: None

Motion passed.

Executive Director Report.

Executive Director, Steve Clark shared an update on the following:

MCWDB Management Analyst - Mr. Clark introduced and welcomed Kennedy Riley as the new MCWDB Management Analyst.

Best in Class Survey – Mr. Clark noted that he would be creating and sending a Best in Class Survey for the Board’s review and input prior to the June Board meeting.

Committee Reports.

Executive Committee – Executive Committee Chairman McGuire, noted that there was no update, as the Committee did not meet in May.

Youth Committee –Youth Committee Chair, Elizabeth E. Cole, noted that the Committee continues to meet and discuss youth services. In addition, Ms. Cole noted Maricopa Human Services recent presentation to Rio Salado on

the federal youth services provision, discussed the importance of youth services and thanked Steve Clark for his efforts with youth services.

Call to the Public.

Chairman McGuire made a call for public comment. No one spoke.

Adjourn.

Chairman McGuire adjourned the MCWDB meeting at 11:06 a.m.

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

DRAFT



Consent Agenda.

Monthly Fiscal Report



**WORKFORCE DEVELOPMENT BOARD
BUDGET FY 2021
YTD May 2021
UNIT 2250**

WDB-FY21	BUDGET	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	YTD EXPENDED	FORECAST	BALANCE	YTD % EXPENDED
TOTAL COSTS	633,169	18,897	17,341	44,329	57,793	71,254	80,293	16,316	27,908	89,202	15,072	52,676	65,513	491,083	556,099	75,370	78%
Fund - 222	BUDGET	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	YTD EXPENDED	FORECAST	BALANCE	YTD % EXPENDED
PERSONNEL																	
REGULAR SALARIES	213,075	11,150	11,150	27,657	15,601	23,387	15,032	8,654	-	43,814	1,312	24,667	21,266	182,424	203,690	9,385	86%
TOTAL PERSONNEL	213,075	11,150	11,150	27,657	15,601	23,387	15,032	8,654	-	43,814	1,312	24,667	21,266	182,424	203,690	9,385	86%
FRINGE BENEFITS																	
TAXES	16,300	779	779	2,042	1,194	1,795	1,151	672	-	3,375	61	1,845	1,627	13,694	15,320	980	84%
RETIREMENT	25,803	1,363	1,363	1,401	1,675	2,510	1,617	884	-	5,515	(0)	3,015	2,599	19,341	21,940	3,863	75%
MEDICAL	36,024	2,128	2,128	2,128	2,128	2,128	2,128	532	-	6,374	1,064	4,797	4,797	25,535	30,332	5,692	71%
UNEMPLOYMENT & WORKERS' COMP	641	53	53	53	53	53	53	53	53	53	-	54	54	534	588	53	83%
TUITION REIMBURSEMENT	5,200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,200	0%
TOTAL FRINGE BENEFITS	83,968	4,323	4,323	5,624	5,050	6,486	4,949	2,141	53	15,316	1,125	9,711	9,076	59,103	68,180	15,788	70%
INDIRECT COSTS																	
INDIRECT COSTS	64,789	3,423	1,724	9,088	5,551	5,689	4,436	3,553	-	12,495	-	5,019	6,736	50,979	57,715	7,074	79%
TOTAL INDIRECT COSTS	64,789	3,423	1,724	9,088	5,551	5,689	4,436	3,553	-	12,495	-	5,019	6,736	50,979	57,715	7,074	79%
TRAVEL & TRAINING																	
TRAVEL	24,000	-	-	-	-	-	-	-	-	-	-	-	1,400	-	1,400	22,600	0%
TOTAL TRAVEL & TRAINING	24,000	-	-	-	-	-	-	-	-	-	-	-	1,400	-	1,400	22,600	0%
SUPPLIES																	
OFFICE SUPPLIES	2,300	-	-	-	-	-	-	1,911	3,125	-	-	252	748	5,288	6,036	(3,736)	230%
FOOD SUPPLIES	1,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000	0%
POSTAGE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%
TOTAL SUPPLIES	3,300	-	-	-	-	-	-	1,911	3,125	-	-	252	748	5,288	6,036	(2,736)	160%
CONTRACTUAL																	
ONE STOP OPERATOR	200,000	-	-	-	31,591	35,541	54,842	-	24,598	17,524	9,636	13,009	26,269	186,741	213,010	(13,010)	93%
WIOA NETWORK SERVICES	8,587	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8,587	0%
STRATEGIC PLANNING	33,750	-	-	-	-	-	-	-	-	-	-	-	-	-	-	33,750	0%
TOTAL CONTRACTUAL	242,337	-	-	-	31,591	35,541	54,842	-	24,598	17,524	9,636	13,009	26,269	186,741	213,010	29,327	77%
OPERATING SERVICES																	
ASSOCIATION/MEMBERSHIPS	-	-	144	1,925	-	-	1,000	-	-	-	3,000	-	-	6,069	6,069	(6,069)	0%
Position Advertisements	-	-	-	-	-	150	-	-	-	-	-	-	-	150	-	-	0%
PRINTING (COPIER)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%
PARKING STICKERS/GARAGE	200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	200	0%
CELL PHONES	1,500	-	-	35	-	-	35	57	132	53	-	18	18	329	347	1,153	22%
TOTAL OPERATING SERVICES	1,700	-	144	1,960	-	150	1,035	57	132	53	3,000	18	18	6,548	6,069	(6,069)	385%
TOTAL COSTS	633,169	18,897	17,341	44,329	57,793	71,254	80,293	16,316	27,908	89,202	15,072	52,676	65,513	491,083	556,099	75,370	78%



Maricopa County FY2021 WIOA (BTA) Budget to Actuals

JUNE 17, 2021

WIOA FISCAL AGENT-NICOLE FORBES

FY21 WIOA Budget to Actual

Title 1 B Approved Budget \$18,661,610

- In FY21 at minimum \$14,714,015 must be spend
94% Expended as of May 31, 2021

Service Provider(WDD) = \$18,028,442

- Expended YTD as of May 31, 2021
\$ 14,442,380

WDB Approved Budget= \$633,169

- Expended YTD as of May 31, 2021
\$491,083

WIOA Funding by Program Year

	FY21 Allocation	FY21 Budget	YTD FY21 AS OF 05/31/2021	Balance Remaining	% Spent YTD
ADULT	11,314,756	10,154,631	7,992,577	2,162,054	79%
DISLOCATED WORKER	5,527,150	1,818,329	1,612,444	205,885	89%
RR	775,326	775,326	769,056	6,270	99%
YOUTH	6,786,853	5,913,324	4,559,387	1,353,937	77%
Total	24,404,085	18,661,610	14,933,464	3,728,146	80%

Fiscal Agent Updates

- **No Current Updates**



QUESTIONS?

Contact Information:
Nicole.Forbes@Maricopa.gov

THANK YOU FOR YOUR TIME.



Consent Agenda.

Title 1B: Workforce Development Division Quarterly Operations Report

3rd Quarter

Jan. 2021 -
Mar. 2021

3rd Quarter Report



Title 1B: Workforce Development Division

Quarterly Operations Report
Program Year 2020

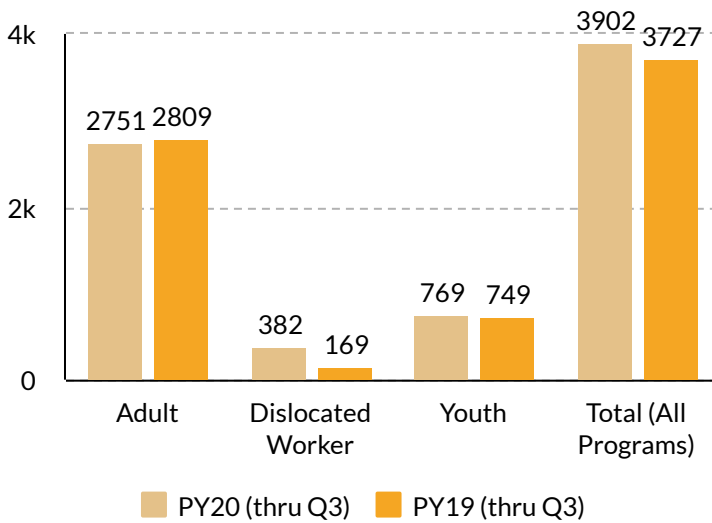
ARIZONA @ WORK™
MARICOPA COUNTY
A proud partner of the [americanJobcenter](#) network



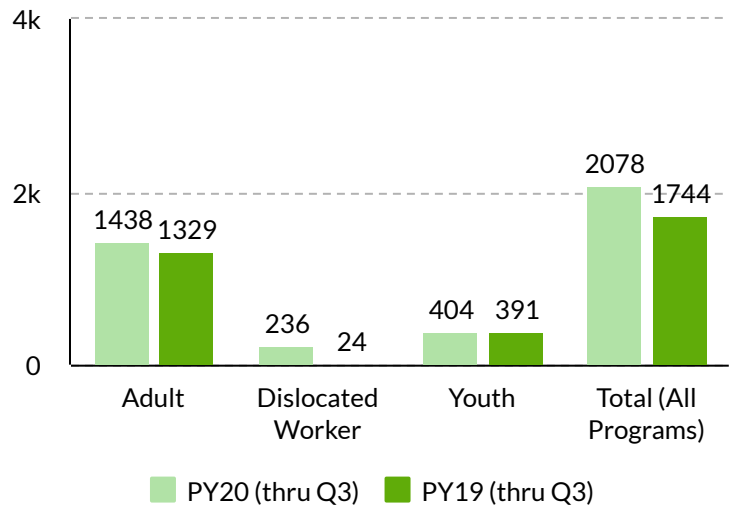
Quarterly Participation

Through the 3rd Quarter, the Workforce Development Division served 3,902 participants across the three WIOA Programs. This represents a year-over-year increase of 5% from the same time frame of Program Year 2019. **By the same metric, Training Service participation increased by 19%.**

Program Participation

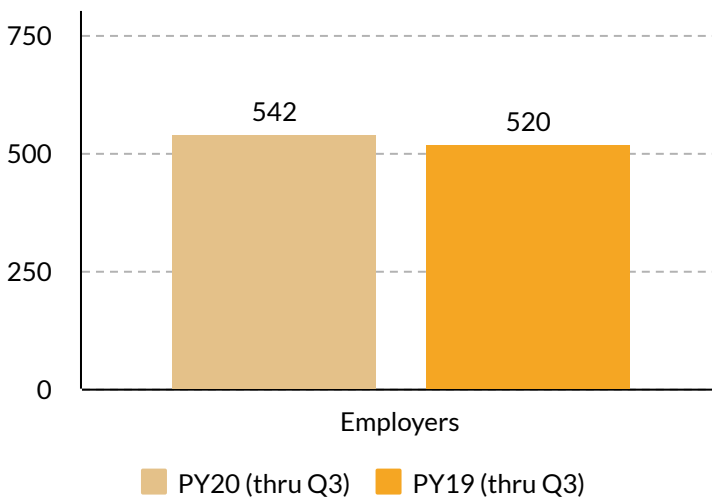


Training Service Participation

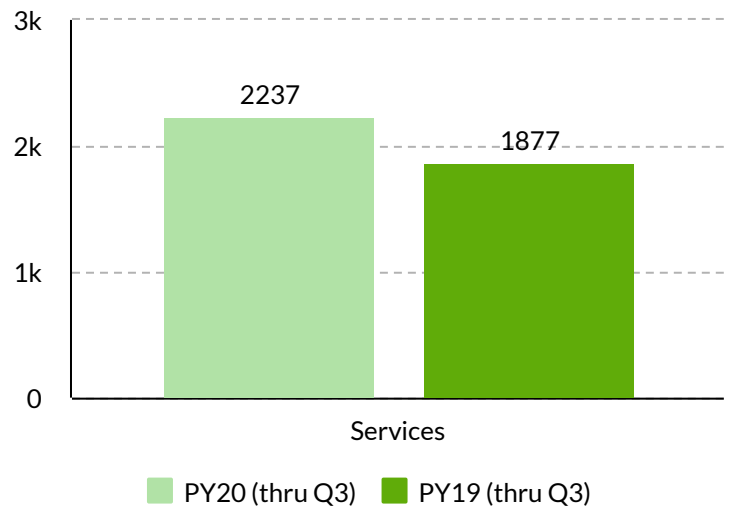


Through the 3rd Quarter, the Business Services team served 542 employers, a year-over-year increase of 4%. **Total services delivered to employers increased by 19%.**

Employers Served



Employer Services



Highlights



19% increase in training service participation



Served 3,902 participants (YTD thru Q3)

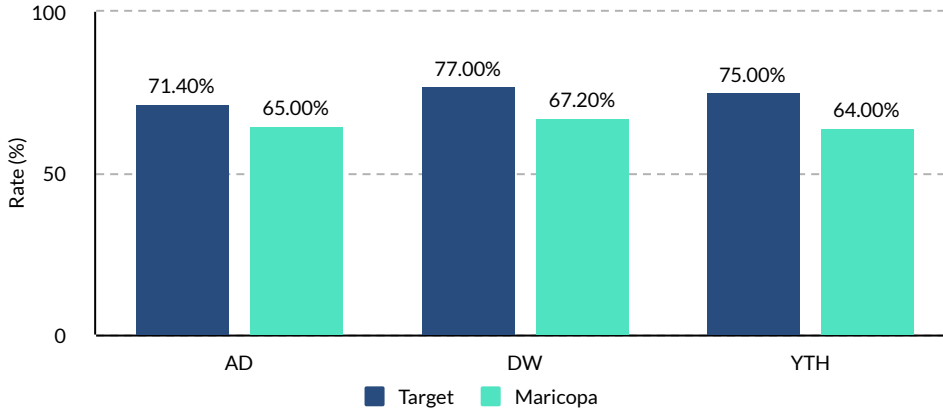


19% increase in services delivered to employers

WIOA Performance

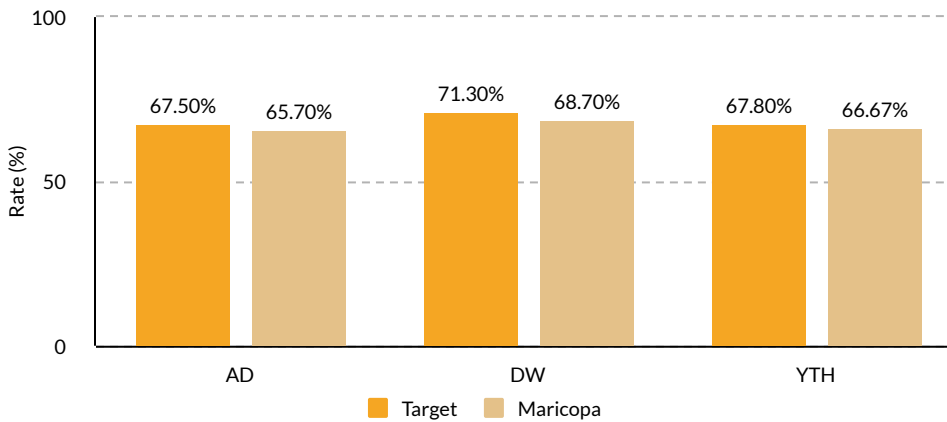
Through the 3rd Quarter of PY20, Maricopa County is exceeding the negotiated performance levels in 6 of the 15 WIOA Performance Indicators across the all Programs. In an additional 6 measures, Maricopa County is meeting (within 90%) of the negotiated levels.

2nd Quarter Placement Rate



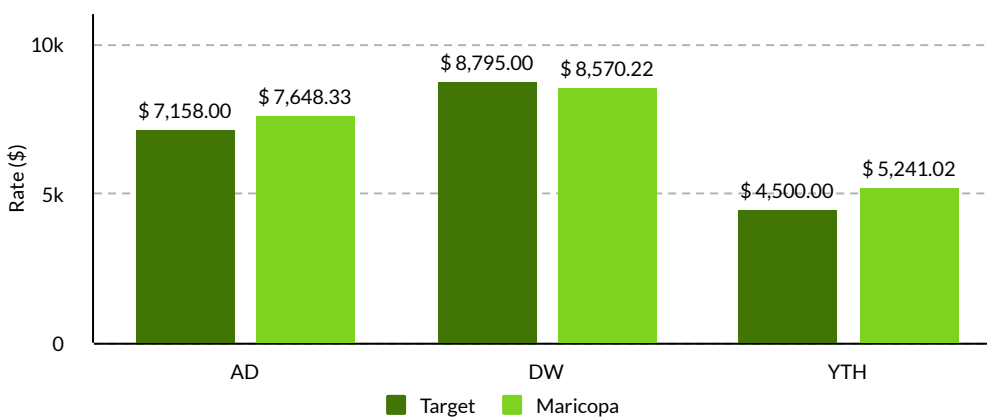
Employment Rate (2nd Quarter After Exit): The percentage of participants who are in unsubsidized employment (or education/training activities for Youth Program participants) during the second quarter after exit from the program

4th Quarter Placement Rate



Employment Rate (4th Quarter After Exit): The percentage of participants who are in unsubsidized employment (or education/training activities for Youth Program participants) during the fourth quarter after exit from the program

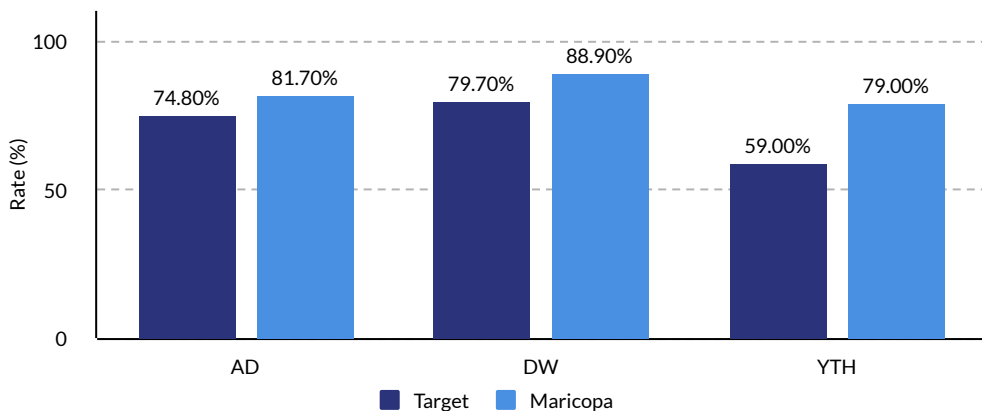
Median Earnings



Median Earnings (2nd Quarter After Exit): The median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.

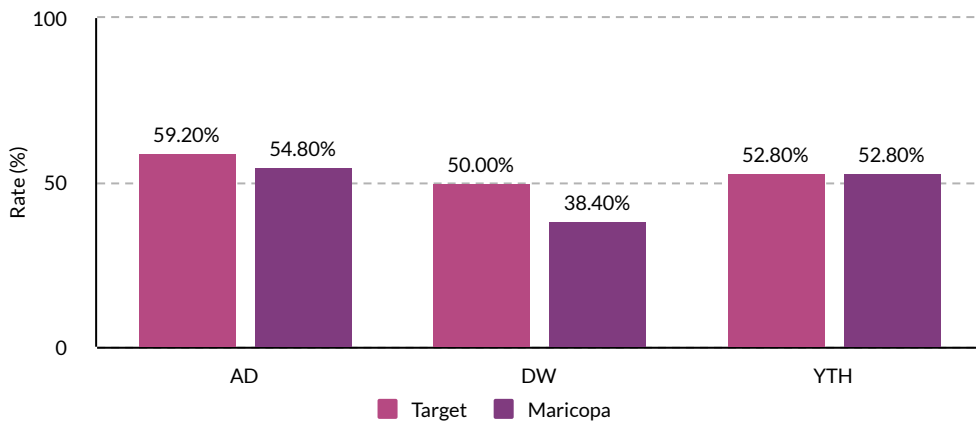
WIOA Performance

Credential Attainment Rate



Credential Attainment: The percentage of those participants enrolled in an education or training program who attain a recognized postsecondary credential or a secondary school diploma/equivalent, during participation in or within one year after program exit.

Measurable Skill Gains



Measurable Skill 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.

*Note: Measurable Skill Gains is a cumulative measure that has performance added to it throughout the year. As additional performance information comes in, this score will increase and the target should be met.

Efforts to increase performance in this area are ongoing, but levels have increased since Q2 report.

Highlights



Meeting or Exceeding 12 Measures



Increased Skill Gain Attainment

Program Highlights

Special Initiatives

SMART Justice

- Occupational Skills Training (OST)
 - Obligated **\$79,973** in approved funding for 21 participants
 - **17** participated in training related to the transportation industry.
- Staff located at **Adult Probation** sites: Western Regional Center (WRC), Probation Services Center (PSC), and Garfield Service Center (GSC).
- Monthly outreach with the RED (Reentry, Employment Development) program –the state’s new virtual platform for serving those in custody during COVID.

2Gen

- Co-enrolled **14** participants
- **16** participants active in WIOA eligible training programs.
 - Training programs included Class A CDL with additional endorsements, Dental Assisting, Certified Nursing Assistant, Medical Billing and Coding, Pharmacy Tech, Barber and Phlebotomy
 - Obligated a total of **\$58,304** in training dollars.

SWFI

- Co-enrolled **7** participants and approved **2** participants for Occupational Skills Training. Trainings included Certified Nursing Assistant and Clinical Medical Assistant
- Obligated a total of **\$4,897** for Occupational Skills Training programs.
- Enrollments and training approvals were impacted due to the SWFI grant concluding on June 30th of 2021

Youth

Strategic Initiatives and Partnerships

- Opportunities for Youth is convening two new focus groups. One will focus on feedback from community based organizations regarding the CareerNext Assessment tool and the second will focus on employer relationships, hiring trends and employment retention amongst opportunity youth.
- ARIZONA@WORK Maricopa County partnered with Rio Salado and Phoenix College to enroll 4 youth for a cohort of students working toward their GED and Occupational Skills Training concurrently. Youth are currently enrolled in a Medical Administrative Assistant program and due to graduate in December.

Program Highlights

Business Services

Pipeline AZ

Business Services partnered with Pipeline AZ on three projects. In each project, there was an initial video conference employer spotlight, with all employers also registering their skill needs on Pipeline AZ. Participating job seekers were directed to register with Pipeline AZ in order to match their skills with the skill-needs of the participating employers:

- City of Tempe Hiring Event, with additional partners City of Tempe and Career Connectors (January)
- West Valley Advanced Business Services Industry Forum, with additional partners WESTMARC and Brightworks Consulting (February).
- City of Tempe Hiring Event, with additional partners City of Tempe and Career Connectors (March).

Virtual Job Fairs and Events

In PY20 Q3 Business Services facilitated or partnered on seven virtual events, including:

- City of Tempe Virtual Hiring Event (January)
- West Valley Advanced Business Services Industry Forum (February)
- City of Tempe Virtual Hiring Event (March)
- Carvana Virtual Career Fair (March)
- Networking Employers and Training Providers Association (NETPA) Employer Panel (March)
- Skilled Trades Expo (March)

In addition, Business Services created and facilitated a Drive-Up Job Fair (March) for a specific employer hiring for manufacturing positions. Candidates pre-registered and were assigned time slots to arrive. Upon arrival, they completed an employer application form while they stayed in their cars. After reviewing the applications, the employer called pre-qualified candidates for an in-person interview, on either end of a six-foot table, outside under a canopy, everyone wearing face coverings. The employer eventually made offers to five candidates.

Contact Information

Matt Smith, Management Analyst
matthew.smith@maricopa.gov



Information/Discussion Only.

FY2022 Allocations

MCWDB ALLOCATIONS

June 2021

Steve Clark, Executive Director



State Board Function

- Development of Allocation Formulas
- Primary focus is on Local Area Allocations (Title I – Adult, Dislocated Worker, and Youth Programs)
- Office of Economic Opportunity (OEO)/Department of Economic Security (DES) Staff receive State Allotment Amounts
 - Calculates distribution based upon:
 - Required unemployment data
 - Poverty Concentration
 - Economically Disadvantaged

Local Area Allocations Process (PY22)

- State allocation amount received from U.S. Department of Labor (DOL)
- Workforce Advisory Council (WAC) surveyed all local areas to receive their collective recommendation for funding options for each program
- Quality Workforce Committee reviewed recommendations from local areas
 - Agreed to move forward with recommendations

ARIZONA ALLOCATION SUMMARY

- \$95.6 M - Program Year (PY) 2022
 - 9.38% decrease from last year
-
- State Reserve - \$23,372,456
 - Local Area Allocation - \$72,274,095

Summary & Distribution of Funds (PY22)

Program Fund	Total Arizona Allotments	Total State of Arizona Reserves	Total Local Area(s) Allocations
Adult	\$28,989,270	\$4,348,390	\$24,640,880
Dislocated Work	\$36,101,896	\$14,440,758	\$21,661,138
Youth	\$30,555,385	\$4,583,308	\$25,972,077
Total	\$95,646,551	\$23,372,456	\$72,274,095



* Calculations from the Workforce Advisory Council (WAC)

State of Arizona Reserves (PY22)

Statewide Activities*	Amount Reserved	% of Total Arizona Allotment
Governor Set-aside	\$9,564,656	10% of Total Arizona Allotment
Administrative	\$4,782,327	5% of Total Arizona Allotment
Rapid Response	\$9,025,474	25% of Total Dislocated Worker Fund
Total	\$23,372,456	25% of Total Arizona Allotment

Local Area Allocations (PY22)

Program Fund	Total Local Workforce Area Allocations	% of Total State Program Allotments
Adult	\$24,640,880	85% of Total Adult Allotment
Dislocated Worker	\$21,661,138	60% of Total Dislocated Worker Allotment
Youth	\$25,972,077	85% of Total Youth Allotment
Total	\$72,274,095	75% of Total Arizona Allotment

Local Area Allocations

Adult

North Eastern Arizona (Apache/Navajo/Gila)	\$450,727
South Eastern Arizona (Cochise/Graham/Greenlee)	\$602,861
Coconino County	\$359,701
Maricopa County	\$5,741,022
Mohave/LaPaz	\$1,001,382
Navajo Nation	\$1,228,449
City of Phoenix	\$4,578,012
Pima County	\$2,932,167
Pinal County	\$1,077,674
Santa Cruz County	\$417,459
Nineteen Tribal Nations	\$1,736,594
Yavapai County	\$597,403
Yuma County	\$3,917,428

Local Area Allocations

Youth

North Eastern Arizona (Apache/Navajo/Gila)	\$453,792
South Eastern Arizona (Cochise/Graham/Greenlee)	\$593,749
Coconino County	\$520,562
Maricopa County	\$6,134,079
Mohave/LaPaz	\$926,649
Navajo Nation	\$1,329,407
City of Phoenix	\$4,905,673
Pima County	\$2,994,879
Pinal County	\$986,520
Santa Cruz County	\$473,942
Nineteen Tribal Nations	\$1,842,882
Yavapai County	\$568,484
Yuma County	\$4,241,460

Local Area Allocations Dislocated Worker

North Eastern Arizona (Apache/Navajo/Gila)	\$276,291
South Eastern Arizona (Cochise/Graham/Greenlee)	\$1,055,161
Coconino County	\$375,748
Maricopa County	\$7,013,589
Mohave/LaPaz	\$538,362
Navajo Nation	\$479,739
City of Phoenix	\$4,517,425
Pima County	\$3,683,683
Pinal County	\$882,071
Santa Cruz County	\$324,475
Nineteen Tribal Nations	\$739,696
Yavapai County	\$554,600
Yuma County	\$1,220,296

MCWDB Annual Comparison

	PY20	PY21	PY22	Decrease/Increase GY21-GY22
ADULT	4,435,272	5,723,578	5,741,022	17,444
DW	6,588,169	7,239,576	7,013,589	(225,987)
YOUTH	4,861,289	6,415,736	6,134,079	(281,657)
RR	788,205			
	16,672,935	19,378,890	18,888,690	(490,200)

Next Steps

- DES executes Subgrant Agreements and Allocations are provided to Local Areas
 - 30 days after funds are received by the State
- Quality Workforce Committee to develop a policy for future funding cycles

Discussion? Questions?





Information/Discussion Only.

Maximus One-Stop Operator Summary Report

The background of the slide features a large window with a grid pattern. Through the window, a bright sunset or sunrise is visible, with the sun low on the horizon. In the foreground, two silhouetted figures are shown from the side, pushing large puzzle pieces towards each other. The puzzle pieces are dark and have a circular hole in the center. The sun is positioned directly behind the gap between the two puzzle pieces, creating a bright glow. The overall scene is backlit by the warm light of the sun, creating a silhouette effect for the figures and the puzzle pieces.

ARIZONA@WORK MARICOPA COUNTY ONE-STOP OPERATOR
MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD
FOUR YEAR OVERVIEW AND PROGRAM YEAR 2020 – 2021 YEAR-END REVIEW
JUNE 17, 2021
ONE-STOP OPERATOR TEAM: BREANNE WRIGHT & GRETCHEN CARAWAY

Your trusted partner to deliver innovative workforce solutions that connect employers to skilled talent and prepare job seekers for careers, stimulating economic prosperity and enhancing quality of life for all.

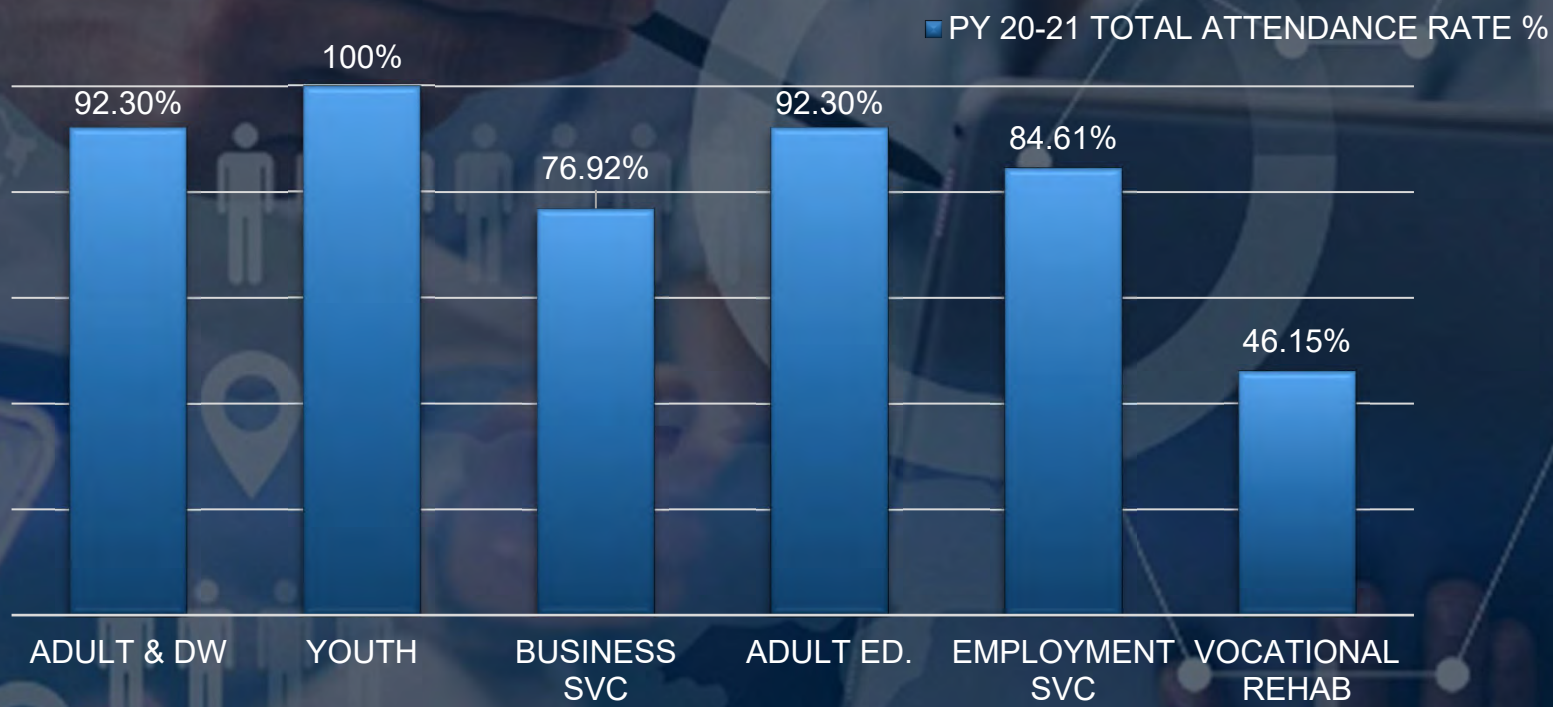
- FOUR YEAR HISTORICAL TIMELINE
REVIEW
- PY 2020-2021 KEY ACHIEVEMENTS



HISTORICAL TIMELINE REVIEW



PY 20-21 VIRTUAL COLLABORATION GROUP SESSION PARTICIPATION RATE



WORKING COLLABORATIVELY - ACHIEVEMENTS

CUSTOMER REFERRAL SYSTEM & PARTNERLINK OFFICIALLY LAUNCHED

CORE WIOA PROGRAM PARTNERS PROGRAM PERFORMANCE DASHBOARD

TABE AND MARICOPA COUNTY HUMAN SERVICES & RIO SALADO COMMUNITY COLLEGE PARTNERSHIP

COLLABORATION WITH TITLE III & RE-ENTRY PROGRAM

DELIVERY OF ONGOING TRAINING & TECHNICAL ASSISTANCE – ACHEIVEMENTS



OSO TEAM'S UPCOMING TRAINING SESSIONS:
REENTRY TEAM SCHEDULED June 22nd, 2021

PartnerLink

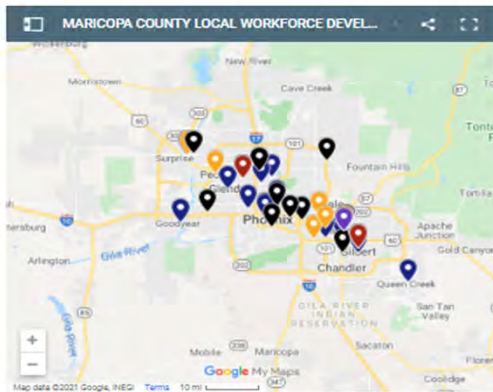
The Maricopa County Local Workforce Development Area Programs & Partners Virtual Collaboration Site

Welcome to **PartnerLink** a virtual collaboration site designed exclusively for the Maricopa County Workforce Development Area (LWDA) Program Partners.

NEW! [Click here](#) to access the new TABE Referral Form!

**This form can also be accessed from the Youth Service Page*

MARICOPA COUNTY'S WORKFORCE DEVELOPMENT PROGRAMS & PARTNERS AREA MAP



[NORTH VALLEY](#)

[EAST VALLEY](#)

[WEST VALLEY](#)

[CENTRAL/DOWNTOWN](#)



CUSTOMER REFERRAL GOOGLE FORMS

Referrals

[PREPARE A CUSTOMER FOR SERVICE CLICK HERE](#)

WIOA Youth Program Referral Form

Please complete this online form to submit a customer referral to Maricopa County's local workforce development area WIOA YOUTH PROGRAM provided by the Maricopa County, Human Services Department (HSD) Workforce Development Division (WDD). Thank You!

Page 1 of 5

[Next](#)

Never submit passwords through Google Forms.

Google Forms This form was created inside of One-Stop Operator, Maricopa County.



WIOA Youth Program Referral Form

* Required

Customer Information Part II

Please complete the requested information below (red * marks required):

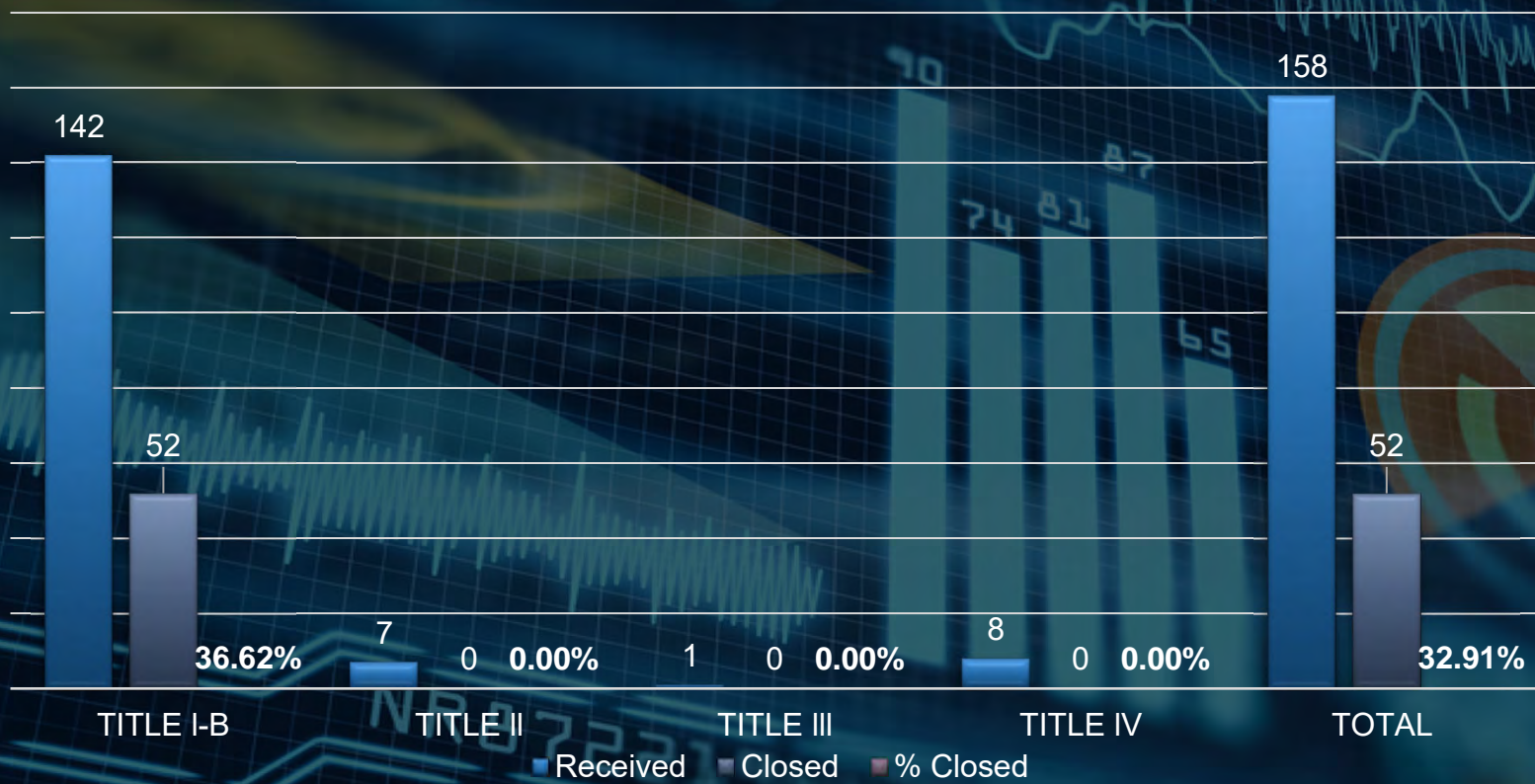
Age Group: *

16 - 24 Years of Age

Customer Email: *

Customers will receive a copy of this referral form if the email entered below is valid. Please advise customers without a valid email address on how to sign-up for one or enter your email address in the required field to bypass the requirement for this question.

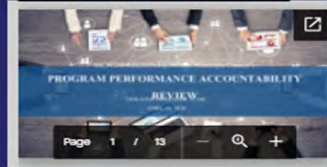
CUSTOMER REFERRAL DATA RESULTS



The Maricopa County Workforce Board's WIOA PROGRAMS PERFORMANCE REPORTING DASH

Welcome to the Maricopa County Workforce Board's WIOA Programs Performance Reporting Dash
Providing Access to:

- Automated and real-time view of Maricopa County's WIOA programs quarterly program performance results and success stories.
- The Program Performance Reporting Resource Library containing a variety of content related to program performance reporting and beyond.



SELECT A MARICOPA COUNTY WIOA PROGRAM TO
ACCESS THEIR PROGRAM'S PERFORMANCE REPORTING
DASH TODAY!

TITLE I-B WIOA ADULT, DISLOCATED WORKER, YOUTH & BUSINESS SERVICES

TITLE II ADULT EDUCATION

TITLE III EMPLOYMENT SERVICE

TITLE IV REHABILITATION SERVICES

[Click to Access the Program Performance Reporting Resource Library](#)

WIOA PROGRAM QUARTERLY SUCCESS STORIES



Questions?



Information/Discussion/Possible Action.

MCWDB 2021 Restructuring

2021 / 22 BOARD CALENDAR & COMMITTEE STRUCTURE

June 17, 2021

Matt McGuire, Chair

Steve Clark, Executive Director



High Level Overview

- Summary/Approval
- Focused, strategic and empowered Board work
- Built on best practices
- Board calendar sequences with compliance requirements

These “From → To” shifts are recommended for the MCWDB

From →

Last Year’s Committee Structure

- Executive Committee
- Youth Committee
- Provider Committee

Committee Charters

- Formal elements outlined for some committees in bylaws

Meeting Calendar

- 36 planned public meetings

→ To

Committee Structure

- Executive Committee
- Youth Committee
- Employer Connection Committee
- Compliance Committee

Committee Charters

- Frameworks are provided in this presentation

Meeting Calendar

- 22 planned public meetings

Considerations

- Meetings
 - Frequency
 - Duration
 - Information → Approval Flow
 - Maximize efficiency and effectiveness of meetings
- WDB Goals and Areas of Focus
 - Governance and Empowering Staff Leadership
 - Strategic Plan
 - Goals
 - Annual Areas of Focus

Proposed Structure Preview

Committees/Workgroups

- Full Board – meets 6 x annually
- Executive Committee – meets 6 x annually
- Youth Committee – meets 4 x annually
- Employer Connections Committee meets 4 x annually
- Compliance Committee – meets 4 x annually
- Workgroups to be determined as necessary

Proposed Committees and Workgroups

- Executive Committee
 - Meets 6 x annually
 - Inform, assist, and make recommendations to the full MCWDB
 - Core members:
 - Chair
 - Vice Chair
 - Second Vice Chair
 - Youth Committee Chair
 - Additional appointees and/or Chairs of Committees
 - Areas of Focus
 - Vision, Mission, Values, Goals
 - Strategic Planning
 - Board Development
 - Legal/Fiscal
 - Regionalism/Sustainability
 - Committee Reports



Proposed Committees and Workgroups

- Youth Committee
 - Standing Committee
 - Inform, assist, and make recommendations to the Executive Committee and the full MCWDB
 - Meets 4 x annually
 - Members (5 minimum including 1 non-member):
 - Appointed by WDB
 - Areas of Focus
 - Foster integration and collaboration of youth activities
 - Recommend system enhancements
 - Recommend ways to leverage resources and coordinate services among stakeholders

Proposed Committees and Workgroups

- Employer Connection Committee
 - Ad Hoc Committee
 - Meets 4 x annually
 - Inform, assist, and make recommendations to the Executive Committee and the full MCWDB
 - Members (4 minimum-at least one non-member):
 - Appointed by Chair
 - Areas of Focus
 - Establish and nurture relationships in creating a high-quality workforce development system
 - Recommend system enhancements to build a self-sustaining system of workforce development
 - Recommend ways to leverage resources and coordinate services among business partners
 - Implement regional quality workforce strategies

Proposed Committees and Workgroups

- Compliance Committee
 - Ad Hoc Committee
 - Meets 4 x annually
 - Inform, assist, and make recommendations to the Executive Committee and the full MCWDB
 - Members (4 minimum-at least one non-member):
 - Appointed by Chair
 - Areas of Focus
 - Performance Excellence
 - MCWDB Recertification
 - WIOA, Federal
 - WAC, State, County

Proposed Committees and Workgroups

- Workgroup(s)-TBD
 - Specific Focus
 - Meets as determined by the workgroup
 - Inform, assist, and make recommendations to the Executive Committee and the full MCWDB
 - Members (4 minimum-at least two non-member):
 - Appointed by Chair
 - Potential Areas of Focus
 - Technology Solutions
 - Marketing Solutions

Board/Committee Meeting Schedule

Month-# of meetings	Full Board	Executive	Youth	Employer Connection	Compliance
July-0	Begin New Fiscal Year-No Meetings				
August-2	8/19	8/5			
September-3		9/16	9/2		9/2
October-2	10/21			10/7	
November-2		11/18			11/4
December-2	12/16			12/2	
January-2		1/20	1/6		
February-3	2/17			2/3	2/3
March-2		3/17	3/3		
April-2	4/21			4/7	
May-2		5/19			5/5
June-2	6/17		6/3		

September/February-Committee meetings in a.m. and p.m.



Discussion? Questions?



Motion to approve the 2021 / 22 Board
Restructuring Plan as presented



Information/Discussion/Possible Action.

MCWDB Fiscal Year 2021-2022 Meeting Schedule

NOTICE OF MEETINGS FOR 2021-2022
MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD
AND THE MCWDB EXECUTIVE COMMITTEE, AND MCWDB YOUTH COMMITTEE
 (Prepared in compliance with A.R.S. §38-431.02)

The Maricopa County Workforce Development Board and/or the above referenced Committees may vote to recess into an executive session for the purpose of obtaining legal advice from the Board’s attorney on any matter listed on an agenda pursuant to ARS §38-431.03(A)(3), or for any other matter authorized under ARS §38-431.03, which has been specifically listed on the meeting agenda identifying the statutory basis for executive session consideration.

NOTICE IS HEREBY GIVEN to the General Public that the Maricopa County Workforce Development Board, and/or the above referenced Committees, will hold meetings open to the public as follows:

DAY	DATE	TIME	TYPE
NO MEETING	July 2021	-----	Regular MCWDB Committee Meetings
NO MEETING	July 2021	-----	Full MCWDB Meeting
Thursday	August 5, 2021	9:30 a.m.	Regular MCWDB Executive Committee Meeting
Thursday	August 19, 2021	9:30 a.m.	Full MCWDB Meeting
Thursday	September 2, 2021	9:30 a.m.	Regular MCWDB Youth Committee Meeting
Thursday	September 2, 2021	2:00 p.m.	Regular MCWDB Compliance Committee Meeting
Thursday	September 16, 2021	9:30 a.m.	Regular MCWDB Executive Committee Meeting
Thursday	October 7, 2021	9:30 a.m.	Regular MCWDB Employer Connection Committee Meeting
Thursday	October 21, 2021	9:30 a.m.	Full MCWDB Meeting
Thursday	November 4, 2021	2:00 p.m.	Regular MCWDB Compliance Committee Meeting
Thursday	November 18, 2021	9:30 a.m.	Regular MCWDB Executive Committee Meeting
Thursday	December 2, 2021	9:30 a.m.	Regular MCWDB Employer Connection Committee Meeting
Thursday	December 16, 2021	9:30 a.m.	Full MCWDB Meeting
Thursday	January 6, 2022	9:30 a.m.	Regular MCWDB Youth Committee Meeting
Thursday	January 20, 2022	9:30 a.m.	Regular MCWDB Executive Committee Meeting
Thursday	February 3, 2022	9:30 a.m.	Regular MCWDB Employer Connection Committee Meeting
Thursday	February 3, 2022	2:00 p.m.	Regular MCWDB Compliance Committee Meeting
Thursday	February 17, 2022	9:30 a.m.	Full MCWDB Meeting
Thursday	March 3, 2022	9:30 a.m.	Regular MCWDB Youth Committee Meeting
Thursday	March 17, 2022	9:30 a.m.	Regular MCWDB Executive Committee Meeting
Thursday	April 7, 2022	9:30 a.m.	Regular MCWDB Employer Connection Committee Meeting
Thursday	April 21, 2022	9:30 a.m.	Full MCWDB Meeting
Thursday	May 5, 2022	2:00 p.m.	Regular MCWDB Compliance Committee Meeting
Thursday	May 19, 2022	9:30 a.m.	Regular MCWDB Executive Committee Meeting
Thursday	June 3, 2022	9:30 a.m.	Regular MCWDB Youth Committee Meeting
Thursday	June 17, 2022	9:30 a.m.	Full MCWDB Meeting

LOCATIONS: Meeting locations may vary. Meeting locations will be identified on meeting agendas (remote participation will also be available).

NOTE: Agendas are available at least 24 hours prior to each of the above scheduled meetings at the following website: <https://arizonaatwork.com/locations/maricopa-county/local-board/meetings> or at 301 W. Jefferson Street, 1st Floor, Phoenix, Arizona, Monday through Friday, between the hours of 8:00 a.m. to 5:00 p.m.

The Maricopa County Workforce Development Board, and/or the above referenced Committees may cancel regularly scheduled meetings for any reason. Cancelled meetings will be noted at the following website: <https://arizonaatwork.com/locations/maricopa-county/local-board/meetings>

The Maricopa County Workforce Development Board, and/or the above referenced Committees may call special meetings based on the needs of the board. Special meetings will be noted at the following website: <https://arizonaatwork.com/locations/maricopa-county/local-board/meetings>. Special meetings are also subject to Open Meeting Laws.

Approved:

Revised: N/A

Posted:

Amendments: None.

Executive Sessions are always preceded by an open meeting as per A.R.S. §38-431.03 and are held in compliance with one or more of the following statute(s).

A.R.S. §38-431.03.1 - Personnel matters

A.R.S. §38-431.03.2 - Records exempt by law from public inspection

A.R.S. §38-431.03.3 - Legal advice

A.R.S. §38-431.03.4 - Litigation; contract negotiations; settlement discussions

A.R.S. §38-431.03.5 - Personnel matters dealing with employee organizations

A.R.S. §38-431.03.6 - International and interstate negotiations

A.R.S. §38-431.03.7 - Purchase sale or lease of real property

CC: Board Members

Committee Members



Information/Discussion/Possible Action.

FY2022 One Stop Operator Contract

and

Memorandum of Understanding & Infrastructure Funding Agreement

INFORMATION/DISCUSSION/ POSSIBLE ACTION ITEM: ONE-STOP OPERATOR (OSO) RFP

June 17, 2021

Nancy Avina, Management Analyst

Status Update

1. Selection made by panel based on scoring system provided by OPS.
2. Contract and budget negotiations.



Recommended Action

Approve and recommend Board of Supervisors approval of MAXIMUS INC. as the selected One Stop Operator in Maricopa County for PY 2021-2022.

Next Steps

1. June 23, 2021 BOS recommendation for approval & proposed award of contract.
2. July 1, 2021 1-Year contract begins (multiple additional annual renewal options).

Questions?

INFORMATION/DISCUSSION/ POSSIBLE ACTION ITEM:

**MEMORANDUM OF UNDERSTANDING (MOU)
AND INFRASTRUCTURE FUNDING
AGREEMENT (IFA)**

June 17, 2021

Nancy Avina, Management Analyst

Status Update

1. Revisions to the IFA completed and approved.
2. Collection of Partner signatures.

Recommended Action

Approve the Infrastructure Funding Agreement (IFA) as revised.

Next Steps

1. June 23, 2021 BOS Recommendation for Approval

Questions?



CONTRACT ARIZONA@WORK MARICOPA COUNTY ONE-STOP OPERATOR (OSO) 210210- RFP

This contract is entered into this 1 day of July, 2021 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and **Maximus US Services, Inc.**, an Arizona corporation ("Contractor") for the purchase of ARIZONA@WORK MARICOPA COUNTY ONE-STOP OPERATOR (OSO).

1.0 CONTRACT TERM

1.1 This contract is for a term of one (1) years, beginning on the 1 of July, 2021 and ending the 30 of June, 2022.

2.0 OPTION TO RENEW

The County may, at its option and with the concurrence of the Contractor, renew the term of this contract up to a maximum of four (4) additional year(s), (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least 60 calendar days prior to the expiration of the original contract term.

3.0 CONTRACT COMPLETION

In preparation for contract completion, the Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to, preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records and other data in the possession, custody, or control of the Contractor that are required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

4.0 DRUG-FREE WORKPLACE ACT:

The Contractor agrees to comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690). This statute required that contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. This certification is a precondition to receiving a grant or contract.

5.0 SUSPENSION OR DEBARMENT:

5.1 The County may, by written notice to the Contractor, immediately terminate this Contract if the County determines that the Contractor had been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the County.

5.2 The Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary

Exclusion Lower Tier-Covered Transactions form.

6.0 PRICE ADJUSTMENTS

Any requests for reasonable price adjustments must be submitted 60 calendar days prior to contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County shall issue written approval of the change and provide an updated version of the contract. The new change shall not be in effect until the date stipulated on the updated version of the contract.

7.0 PAYMENTS

7.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit D – Pricing Sheet.

7.2 Payment shall be made upon the County's receipt of a properly completed invoice.

7.3 INVOICES

7.3.1 The Contractor shall submit one legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address, and contact information
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Project name and/or number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract item number(s)
- Arrival and completion time
- Description of purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Freight (if applicable)
- Mileage with rate (if applicable)
- Total amount due

7.3.2 Problems regarding billing or invoicing shall be directed to the department as listed on the purchase order.

7.3.3 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an electronic funds transfer (EFT) process. After contract award, the Contractor shall complete the Vendor Registration Form accessible from the County Department of Finance Vendor Registration Web Site <https://www.maricopa.gov/5169/Vendor-Information>.

7.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.

7.3.5 EFT payments to the routing and account numbers designated by the Contractor shall include the details on the specific invoices that the payment covers. The Contractor is

required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

7.4 APPLICABLE TAXES

- 7.4.1 It is the responsibility of the Contractor to determine any and all applicable taxes and include those taxes in their proposal. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.
- 7.4.2 The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide Contractor any advice or guidance regarding taxes. If you have questions regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds overpayment of a project due to tax consideration that was not due, the Contractor will be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.
- 7.4.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to their operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to, hold Maricopa County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or State and local laws and regulations, and any other costs including: transaction privilege taxes, unemployment compensation insurance, Social Security, and workers' compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to the City or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

8.0 AVAILABILITY OF FUNDS

- 8.1 The provisions of this contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this contract. County shall keep the Contractor fully informed as to the availability of funds.
- 8.2 Funding for this Contract shall be reimbursed utilizing Catalog of Federal Domestic Assistance (CFDA): U.S. Department of Labor Workforce Innovation and Opportunity Act (WIOA) Title 1B
- 17.258 Adult
 - 17.278 Dislocated Worker/Rapid Response
 - 17.259 Youth
- 8.3 Subject to the availability and authorization of funds for the explicit purposes set forth below, County will pay the Contractor compensation for services rendered as indicated in the following subsections.
- 8.4 If any action is taken by, any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in

advance.

9.0 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (SAVE)

The County is a member of the SAVE cooperative purchasing group. SAVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the SAVE Cooperative Purchasing Agreement, and with the concurrence of the successful respondent under this solicitation, a member of SAVE may access a contract resulting from a solicitation issued by the County. If contractor does not want to grant such access to a member of SAVE, state so in contractor's bid. In the absence of a statement to the contrary, the County will assume that contractor does wish to grant access to any contract that may result from this bid. The County assumes no responsibility for any purchases by using entities.

10.0 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs)

County currently holds ICPAs with numerous governmental entities. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the contract under its applicable procurement rules, processes, and procedures. Certain governmental agencies may not require an ICPA and may utilize this contract if it meets their individual requirements. Other governmental agencies may enter into a separate Statement of Work with the Contractor to meet their own requirements. The County is not a party to any uses of this contract by other governmental entities.

11.0 DUTIES

11.1 The Contractor shall perform all duties stated in Exhibit B – Scope of Work, or as otherwise directed in writing by the procurement officer.

12.0 TERMS AND CONDITIONS

12.1 INDEMNIFICATION

12.1.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses, or expenses are not covered and paid by insurance purchased by the contractor, the contractor shall defend, indemnify, and hold harmless the County (as Owner), its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from, the negligent acts, errors, omissions, or mistakes relating to the performance of this contract.

12.1.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment of, or destruction of tangible property, including loss of use resulting therefrom, caused by negligent acts, errors, omissions, or mistakes in the performance of this contract, but only to the extent caused by the negligent acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

12.1.3 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this section.

12.1.4 The scope of this indemnification does not extend to the sole negligence of County.

12.1.5 Defense and Indemnity

Contractor shall defend, and Participate and Share in the Cost, in the full defense of the County against any Claim, and will indemnify and hold harmless the County, as provided for in this section, for any judgments, settlements, and court awarded attorney's fees resulting from a Claim where the claimant is adjudged the successful party in the Claim. Contractor's obligations under this section are conditioned on the following:

12.1.5.1 County promptly notifies Contractor of the Claim, in writing, upon being made aware of the Claim;

12.1.5.2 County gives Contractor lead authority control of the defense and (if applicable) settlement of the Claim, provided that County's legal counsel may participate in such defense and settlement, at County's expense; and

12.1.5.3 County provides all information and assistance reasonably requested by Contractor to handle the defense or settlement of the Claim.

12.2 INSURANCE

12.2.1 Contractor, at Contractor's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The certificate of insurance must be acceptable to County.

12.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this contract.

12.2.3 In the event that the insurance required is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

12.2.4 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

12.2.5 Reserved.

12.2.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Covered claims shall appear first dollar to County. Contractor shall be solely responsible for the deductible and/or self-insured retention.

12.2.7 The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds.

12.2.8 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against

County, its agents, representatives, officers, directors, officials, and employees for covered claims arising out of Contractor's work or service.

12.2.9 If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

12.2.9.1 Commercial General Liability

Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises operations liability, bodily injury, broad form property damage, personal and advertising injury, products and completed operations and contractual liability coverage.

12.2.9.2 Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the premises under this contract.

12.2.9.3 Workers' Compensation

12.2.9.3.1 Workers' compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

12.2.9.3.2 Contractor, its subcontractors, and sub-subcontractors waive all rights of subrogation against the County and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and Employer's Liability or Commercial Umbrella Liability insurance obtained by Contractor, its subcontractors, and its sub-subcontractors pursuant to this contract.

12.2.9.4 Errors and Omissions/Professional Liability Insurance

Errors and Omissions (Professional Liability) insurance which will insure and provide coverage for wrongful errors or omissions committed by the contractor in performing its professional services under this Contract, with limits of no less than \$2,000,000 for each claim.

12.2.10 Certificates of Insurance

12.2.10.1 Prior to contract award, Contractor shall furnish the County with valid and

complete Certificates of Insurance and endorsements as required by the contract on an ACORD form, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this contract are in full force and effect. Such certificates shall identify this contract number and title.

12.2.10.2 In the event any insurance policy(ies) required by this contract is (are) written on a claims-made basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual certificates of insurance.

12.2.10.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County 15 calendar days prior to the expiration date.

12.2.11 Cancellation and Expiration Notice

Contractor's insurers shall, according to each insurance policy's provisions, provide at least 30 days prior written notice of cancellation or non-renewal to Maricopa County as the certificate holder on file with insurers. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed to 160 S. 4th Avenue, Phoenix, AZ 85003 as the certificate holder address.

12.3 FORCE MAJEURE

12.3.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this contract, if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes include, but are not limited to, acts of God/nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, and interruption or failure of electricity or telecommunication service, and pandemic.

12.3.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

12.3.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

12.4 ORDERING AUTHORITY

Any request for purchase shall be accompanied by a valid purchase order issued by a County department or directed by a Certified Agency Procurement Aid (CAPA) with a purchase card for payment.

12.5 PROCUREMENT CARD ORDERING CAPABILITY

County may opt to use a procurement card (Visa or Master Card) to make payment for orders

under this contract.

12.6 INTERNET ORDERING CAPABILITY

It is the intent of Maricopa County to use the Internet to communicate and to place orders under this contract.

12.7 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION

This contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this contract when the County identifies a need and proper authorization and documentation have been approved.

12.8 PURCHASE ORDERS

12.8.1 County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, or for shipment of product prior to issuance of purchase order.

12.8.2 Contractor agrees to accept verbal notification of cancellation of purchase orders from the County procurement officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

12.9 BACKGROUND CHECK

Respondents may be required to pass multiple background checks (e.g. Sheriff's Office, County Attorney's Office, Courts, as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to, but is not limited to, the company, subcontractors, and employees, and the failure to pass these checks shall deem the respondent non-responsible.

12.10 SUSPENSION OF WORK

The procurement officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the procurement officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

12.11 STOP WORK ORDER

12.11.1 The procurement officer shall, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 calendar days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the procurement officer shall either:

- 12.11.1.1 cancel the stop work order; or
- 12.11.1.2 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.
- 12.11.1.3 The procurement officer may make an equitable adjustment in the delivery schedule and/or contract price, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor

12.12 TERMINATION FOR CONVENIENCE

Maricopa County may terminate the resultant contract for convenience by providing 60 calendar days advance notice to the Contractor.

12.13 TERMINATION FOR DEFAULT

12.13.1 The County may, by written Notice of Default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 12.13.1.1 deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 12.13.1.2 make progress, so as to endanger performance of this contract; or
- 12.13.1.3 perform any of the other provisions of this contract.

12.13.2 The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 30 days (or more if authorized in writing by the County) after receipt of a Notice to Cure from the procurement officer specifying the failure.

12.14 PERFORMANCE

It shall be the Contractor's responsibility to meet the proposed performance requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to perform, and any price differential will be charged against the Contractor.

12.15 CONTRACTOR EMPLOYEE MANAGEMENT

- 12.15.1 Contractor shall endeavor to maintain the personnel proposed in their proposal throughout the performance of this contract.
- 12.15.2 If Contractor personnel's employment status changes, Contractor shall provide County a list of proposed replacements with equivalent or greater experience.
- 12.15.3 Under no circumstances shall the implementation schedule to be impacted by a personnel change on the part of the Contractor.
- 12.15.4 Contractor shall not reassign any key personnel identified in their proposal without the express consent of the County.
- 12.15.5 County reserves the right to immediately remove from its premises any Contractor personnel it determines to be a risk to County operations.
- 12.15.6 County reserves the right to request the replacement of any Contractor personnel at any time, for any reason.

12.16 WARRANTY OF SERVICES

12.16.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the contract, including all descriptions, specifications, and attachments made a part of this contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

12.16.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this contract in the manner and to the same extent as services originally furnished hereunder.

12.17 INSPECTION OF SERVICES

12.17.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the contract requires.

12.17.2 County has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

12.17.3 If any of the services do not conform to contract requirements, County may require the Contractor to perform the services again in conformity with contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

12.17.3.1 require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

12.17.3.2 reduce the contract price to reflect the reduced value of the services performed.

12.17.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, County may:

12.17.4.1 by contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

12.17.4.2 terminate the contract for default.

12.18 USAGE REPORT

The Contractor shall furnish the County a usage report, upon request, delineating the acquisition activity governed by the contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit of measure.

12.19 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Notice is given that, pursuant to A.R.S. § 38-511, the County may cancel any contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf

of the County is at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

12.20 OFFSET FOR DAMAGES

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

12.21 SUBCONTRACTING

12.21.1 The Contractor may not assign to another Contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the bid serial number and identify the job or project.

12.21.2 The subcontractor's rate for the job shall not exceed that of the prime Contractor's rate, as bid in the pricing section, unless the prime Contractor is willing to absorb any higher rates. The subcontractor's invoice shall be invoiced directly to the prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime Contractor's invoice.

12.22 AMENDMENTS

All amendments to this contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

12.23 ADDITIONS/DELETIONS OF REQUIREMENTS

The County reserves the right to add and/or delete materials and services to a contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a contract, prices for such additions will be negotiated between the Contractor and the County.

12.24 RIGHTS IN DATA

12.24.1 The County shall have the use of data and reports resulting from a contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a contract and to the performance thereunder.

12.24.2 Data, records, reports, and all other information generated for the County by a third party as the result of a contract are the property of the County and shall be provided in a format designated by the County or shall be and remain accessible to the County into perpetuity.

12.25 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW

12.25.1 In accordance with Section MC1-373 of the Maricopa County Procurement Code, the Contractor agrees to retain (physical or digital copies of) all books, records, accounts,

statements, reports, files, and other records and back-up documentation relevant to this contract for six years after final payment or until after the resolution of any audit questions, which could be more than six years, whichever is longest. The County, Federal or State auditors and any other persons duly authorized by the department shall have full access to and the right to examine, copy, and make use of, any and all said materials.

12.25.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

12.26 AUDIT DISALLOWANCES

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check, or a deduction from current invoices submitted by the Contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

12.27 STRICT COMPLIANCE

Acceptance by County of a performance that is not in strict compliance with the terms of the contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the contract.

12.28 VALIDITY

The invalidity, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of the contract.

12.29 SEVERABILITY

The removal, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of this contract.

12.30 RELATIONSHIPS

12.30.1 In the performance of the services described herein, the Contractor shall act solely as an independent Contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

12.30.2 The County reserves the right of final approval on proposed staff. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

12.31 NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive

Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, Contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin. (Arizona Executive Order 2009-09 can be downloaded from the Arizona Memory Project at <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1.>)

12.32 WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

12.33 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

12.33.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers, and directors:

12.33.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States department or agency or any state, or local jurisdiction;

12.33.1.2 have not within a three-year period preceding this contract:

12.33.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; or

12.33.1.2.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract; are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract;

12.33.1.3 are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and

12.33.1.4 have not within a three-year period preceding this contract had any public transaction (Federal, State or local) terminated for cause or default.

12.33.2 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

- 12.33.3 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors or sub-subcontractors) and in all solicitations for lower tier covered transactions related to this contract. If this clause is applicable to a subcontractor or sub-subcontractor, the Contractor shall include the information required by this clause with their bid.
- 12.34 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS
- 12.34.1 By entering into the contract, the Contractor 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 Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the procurement officer upon request. These warranties shall remain in effect through the term of the contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the contract and verify employee compliance using the E-Verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at www.uscis.gov.
- 12.34.2 The County retains the legal right to inspect documents of Contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 12.34.1 of this section. Contractor 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 Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 12.35 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
- 12.35.1 The parties agree that this contract and employees working on this contract will be subject to the Contractor employee whistleblower protections established by Title 41 U.S.C. § 4712 and Section 3.908 of the Federal Acquisition Regulation.
- 12.35.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in Section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.
- 12.35.3 Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold (\$250,000 as of fiscal year 2018).
- 12.36 CONTRACTOR LICENSE REQUIREMENT
- 12.36.1 The Contractor shall procure all permits, insurance, and licenses, and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any requirements, by any and all governmental or non-governmental entities as mandated to maintain compliance with and remain in good standing. The Contractor shall keep fully informed of existing and future trade or industry

requirements, and Federal, State, and local laws, ordinances, and regulations which in any manner affect the fulfillment of a contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the department of any and all changes concerning permits, insurance, or licenses.

12.37 INFLUENCE

12.37.1 As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for disbarment or suspension under MC1-902.

12.37.2 An attempt to influence includes, but is not limited to:

12.37.2.1 A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

12.37.3 If a person attempts to influence any employee or agent of Maricopa County, the chief procurement officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

12.37.4 ABSOLUTELY NO CONTACT BETWEEN THE RESPONDENT AND ANY COUNTY PERSONNEL, OTHER THAN THE OFFICE OF PROCUREMENT SERVICES, IS ALLOWED DURING THE SOLICITATION PROCESS UNLESS THE COMMUNICATION IS IN REGARD TO PRE-EXISTING BUSINESS WITH THE COUNTY. ANY COMMUNICATIONS REGARDING THE SOLICITATION, ITS PARTICIPANTS, OR ANY DOCUMENTATION PRIOR TO THE CONTRACT AWARD MAY BE GROUNDS FOR DISMISSAL OF THE RESPONDENT FROM THE EVALUATION PROCESS.

12.38 CONFIDENTIAL INFORMATION

12.38.1 Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

12.38.2 The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. The Contractor's procedures and controls, at a minimum, must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within 15 business days of the written request to do so.

12.38.3 Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

12.39 PUBLIC RECORDS

Under Arizona law, all offers submitted and opened are public records and must be retained by

the County at the Maricopa County Office of Procurement Services. Offers shall be open to public inspection and copying after contract award and execution, except for such offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an offeror believes that information in its offer or any resulting contract should not be released in response to a public record request, under Arizona law, the offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The records manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

12.40 INTEGRATION

This contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, expressed, or implied.

12.41 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this contract, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

12.42 GOVERNING LAW

This contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this contract will be in Maricopa County Superior Court, Phoenix, Arizona.

12.43 RESERVED

12.44 ORDER OF PRECEDENCE

In the event of a conflict in the provisions of this contract and Contractor's license agreement, if applicable, the terms of this contract shall prevail.

12.45 INCORPORATION OF DOCUMENTS

12.40.1 The following are to be attached to and made part of this Contract:

- 12.40.1.1 Exhibit A – Vendor Information
- 12.40.1.2 Exhibit A-1 – Budget Summary
- 12.40.1.3 Exhibit B – Budget Narrative
- 12.40.1.4 Exhibit C – Scope of Work
- 12.40.1.5 Exhibit D - Service Methodology

12.46 NOTICES

All notices given pursuant to the terms of this contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services 160 S. 4th Avenue
Phoenix, Arizona 85003-1647

For Contractor:

Maximus US Services, Inc.
1891 Metro Center Drive
Reston, VA 20190

12.47 INQUIRIES

12.40.2 Inquiries concerning information herein must be submitted prior to the question deadline date/time posted in the e-procurement platform, Periscope S2G, using the link in the "Q&A" tab.

12.40.3 Administrative telephone/email inquiries shall be addressed to:

IRMA GUZMAN, PROCUREMENT OFFICER
TELEPHONE: (602) 506-8715
Irma.guzman@maricopa.gov

12.40.4 Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

12.48 LIMITATION OF LIABILITY

To the extent permitted by law, the parties agree that the Contractor's total liability under this Contract shall be limited to an amount equal to the total contract amount. In no event shall Contractor be liable for any consequential, incidental, punitive or special damages, lost profits or lost revenue. This section shall not limit the Contractor's liability for the Contractor's intentional torts, criminal acts, or fraudulent conduct, or for bodily injury or damage to tangible property to the extent caused by the Contractor's negligence.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this contract is executed on the date set forth above.

CONTRACTOR: Maximus US Services, Inc.,

Charles K. Sweeney II

AUTHORIZED SIGNATURE

Charles K. Sweeney II, VP, Contracts

PRINTED NAME AND TITLE

1891, Metro Center Drive, Reston VA 20190

ADDRESS

June 11, 2021

DATE

MARICOPA COUNTY

CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

DEPUTY COUNTY ATTORNEY

DATE

EXHIBIT A – Vendor Information and Budget Summary

COMPANY NAME:	Maximus US Services, Inc.
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	1891 Metro Center Drive, Reston, VA 20190
REMIT TO ADDRESS:	PO Box 791188, Baltimore, MD 21279-1188
TELEPHONE NUMBER:	(703) 251-8500
FAX NUMBER:	(703) 251-8240
WWW ADDRESS:	www.maximus.com
REPRESENTATIVE NAME:	Charles K. Sweeney II, VP, Contracts
REPRESENTATIVE TELEPHONE NUMBER:	(303) 883-8308
REPRESENTATIVE EMAIL ADDRESS	HSProposals@maximus.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

FUEL COMPRISES (if applicable) **N/A**% OF TOTAL BID AMOUNT

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING. PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

<input type="checkbox"/>	NET 10 DAYS	<input type="checkbox"/>	NET 45 DAYS	<input type="checkbox"/>	1% 10 DAYS NET 30
<input type="checkbox"/>	NET 15 DAYS	<input type="checkbox"/>	NET 60 DAYS	<input type="checkbox"/>	2% 30 DAYS NET 31 DAYS
<input type="checkbox"/>	NET 20 DAYS	<input type="checkbox"/>	NET 90 DAYS	<input type="checkbox"/>	1% 30 DAYS NET 31 DAYS
<input checked="" type="checkbox"/>	NET 30 DAYS	<input type="checkbox"/>	2% 10 DAYS NET 30 DAYS	<input type="checkbox"/>	5% 30 DAYS NET 31 DAYS

BUDGET SUMMARY OF COST WORKSHEET

Respondent Maximus US Services, Inc

LINE ITEM BUDGET

LINE ITEM	DETAIL	PROPOSED BUDGET	PROPOSED CONTRIBUTION	PROPOSED
		Initial Contract July 1, 2021 to June 30, 2022	Cash OR In-Kind Date - Date	Extension July 1, 20 30, 2023
SALARY and WAGES:	(Identify Each Position)			
	One Stop Operator			
	Project Director	\$ 16,967.02	\$ -	\$
	OSO Manager	\$ 50,000.00	\$ -	\$
	Navigator- New Hire	\$ 40,000.00	\$ -	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
	TOTAL SALARY and WAGES: @ Percentage Rate	\$ 106,967.02	\$ -	\$
	EXAMPLES (Identify Each Program Expense)			
	TOTAL FRINGE BENEFITS: @ Percentage Rate	\$ 27,116.14 25.35%	\$ - 0%	\$
	TOTAL PERSONNELL COSTS	\$ 134,083.16	\$ -	\$
	Examples - identify each program expense			
	Office Space	\$ -	\$ -	\$
Equipment (Computer)	\$ 2,670.56	\$ -	\$	
Repair and Maintenance	\$ -	\$ -	\$	
Instructional Materials	\$ -	\$ -	\$	
Internet/Telephone/Fax	\$ -	\$ -	\$	
Office Supplies	\$ 600.00	\$ -	\$ 615.00	
Utilities	\$ -	\$ -	\$	
Copying/Printing	\$ -	\$ -	\$	
Meetings	\$ -	\$ -	\$	

Indirect Cost Rate: <i>(If applicable)</i>	Audit Servies	\$ 10,500.00	\$ -	\$
	Staff (Local Travel)	\$ 1,000.00	\$ -	\$
			\$ -	
	TOTAL DIRECT COST:	\$ 14,770.56	\$ -	\$
	TOTAL OF ALL COST CATERGORIES:	\$ 148,853.72	\$ -	\$
Profit	Overhead	\$ 12,067.48		\$
	General & Administrative	\$ 18,666.86	\$ -	\$
Profit	TOTAL OF ALL COST CATEGORIES PLUS INDIRECT COST RATE:	\$ 179,588.06	\$ -	
	TOTAL PROFIT @ 7.5 %	\$ 14,561.20	0%	\$
	Total Budget	\$ 194,149.26	\$ -	\$

EXHIBIT B – Budget Narrative

Salaries & Wage Total

We are budgeting 2.17 FTEs for this program. Maximus is bidding 0.17 FTE of a Program Director with a salary of \$99,806, a One Stop Operator Manager with a \$50,000 Annual Salary and a Navigator position with a salary of \$40,000 these salaries reflect Total Compensation, including pay for holidays, other paid time off (PTO includes vacation, sick, bereavement, jury duty and the like. (Year 1)

Fringe Benefits

Maximus uses a 25.35 % Fringe rate (Year 1). Fringe benefits includes taxes (FICA, FUTA, SUTA), workers compensation, insurance (medical, dental, vision, and life), and retirement benefits. The allocation base for this rate is the total salaries dollars paid.

Travel

Travel costs anticipate required on-site visits over the course of the contract of an estimated \$1,000 annually.

Audit Services

Maximus will provide audit services at an estimated annual cost of \$10,500 (Year 1). This is for external CPA Firm professional fees for a Program Specific Single Audit in compliance with 2 CFR Part 200 Uniform Guidelines.

IT Support Services/WorkStations

Under these line items we have budgeted the cost of three computers for the personnel, related software, and general IT support. The annual cost is \$2670.56 (Year 1).

Office Supplies

Office Supplies for the normal need of the personnel like FedEx, copies, printing, postage, etc, estimated at an annual cost of \$600.00 (Year 1).

Operations

Our pricing is compliant with Title II of CFR 200 Uniform Guidelines section 200.331 number (4). Maximus anticipates the acceptance of a rate negotiated with the County as the pass-through entity. Maximus does not have a recognized indirect costs rates negotiated with a Federal Government Agency because we do not directly contract with Federal Government.

We offer the following explanation of our indirect cost methodology and would welcome further discussion about our application.

Maximus uses an indirect rate methodology that is stringent, uniform, audited, and conforms to the guidelines set up by Generally Accepted Accounting Principles (GAAP). Our rate is audited by an Independent Certified Accounting Firm.

The first pool is overhead, which captures the costs of the division level management for those business units in Maximus US Services. These costs include, but are not limited to, the following: overhead labor and associated fringe benefits, rents, travel related expenses, severance, depreciation and amortization, and allocation of certain home office expenses (allocations based upon head count; departments in this allocation include human resources, IT help desk, and so on). The allocation base for this indirect expense pool is the total of the direct labor and general and administration (G&A) labor and the fringe benefits applied thereto for the business unit. Overhead is calculated by multiplying the overhead percentage rate by the sum of direct labor and fringe benefit costs. The rate used for this proposal is 9.0 percent (Year 1).

The second pool is G&A expense, which includes (1) an allocation of certain home office expense (allocations not based upon head count; departments in this allocation include office of CEO and CFO, General Counsel, Accounting, Tax, and so on), (2) an allocation of the US Services Segment costs, and (3), bid and proposal costs of the group or division. At this time, Maximus does not include expenses related to subcontractors, interdivisional costs, and deferred contract cost amortization in the G&A base. G&A is calculated by multiplying the G&A percentage rate by the sum of direct labor, fringe benefits, overhead, and G&A bearing other direct costs (excluding expenses related to subcontractors, interdivisional costs, and deferred contract cost amortization). The rate used for this proposal is 11.6 percent (Year 1).

The rates provided in this document are estimates based on available information at the time of their creation. As with any indirect rates in any firm, these will fluctuate over time based upon actual costs incurred. Maximus will invoice for provisional rates that are applicable to the billing period.

TOTAL COSTS

With the budget presented, the annual Profit of \$14,555.48 is 7.5 percent of Total Budget (Year 1).

EXHIBIT C – Scope of Work

1.1. Overall Administration

The Contractor shall:

- 1.1.1. Comply with WIOA law and regulations, federal Uniform Guidance Requirements, State and local policies, and the ARIZONA@WORK Maricopa County Local Plan.
- 1.1.2. Is responsible for the following services and activities at the Maricopa County One-Stop Career Centers (“Career Centers”):
 - 1.1.2.1. Ensuring the seamless coordination of Resource Area and Basic Career services in Career Centers;
 - 1.1.2.2. Ensuring the seamless coordination of Reception and initial registration services for all customers;
 - 1.1.2.3. Implementing and fulfilling cooperative agreements and memoranda of understanding (MOU) with partners;
 - 1.1.2.4. Coordinating one-stop partner services, with guidance from MCWDB and Maricopa County Leadership;
 - 1.1.2.5. Coordinating access to virtual resources at appropriate partner locations, libraries, and other points within the Career Centers;
 - 1.1.2.6. Developing processes to ensure that all customers receive appropriate, timely, seamless and effective Career Services including appropriately communicating with persons with disabilities;
 - 1.1.2.7. Developing and implementing a formal referral process for services within and outside of the Center(s); define minimum standards for referral, meet referral follow-up requirements, and document referrals made and received, which also include tracking outcomes;
 - 1.1.2.8. Providing reports as required to the MCWDB;
 - 1.1.2.9. Managing technological resources such as webinars and virtual/online trainings;
 - 1.1.2.10. Actively leading the Core and Required Partners to integrate services in the Maricopa County One-Stop System;
 - 1.1.2.11. Performing continuous improvement activities to achieve high level service quality and exceptional customer service including implementation of a customer feedback system and provide quarterly reports of feedback and improvements made;
 - 1.1.2.12. Developing and implementing a coordinated staff development/training plan (customer service, cross training on partner services, community resources, etc.) for Career Center staff and Partners program staff;
 - 1.1.2.13. Managing partner responsibilities as defined in the MOU;
 - 1.1.2.14. Ensuring compliance of hours of operations at Career Centers utilizing Arizona Department of Health Services guidance as a guideline for a safe opening or reopening of access sites and career centers to provide in-person services;

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- 1.1.2.15. Ensuring implementation of branding standards for the Federal – a proud partner of the American Job Center network, State – ARIZONA@WORK and Local Workforce Area;
 - 1.1.2.16. Following federal and state regulations pertaining to handling of Equal Employment Opportunity responsibilities, customer complaints, and physical and programmatic accessibility;
 - 1.1.2.17. Ensuring compliance with all Federal, State and local policies and procedures relative to the One-Stop System and One-Stop Centers and access sites;
 - 1.1.2.18. Have the capability to modify their offering to comply with any new revised WIOA regulations.
 - 1.1.3. Provide services as the “ARIZONA@WORK Maricopa County One-Stop Operator” and under the ARIZONA@WORK Maricopa County brand regardless of organizational affiliation.
 - 1.1.4. Ensure that as an OSO, they¹
 - 1.1.4.1. Disclose any potential conflicts of interest arising from the relationships with particular training service providers or other service providers, including, but not limited to, career services providers.
 - 1.1.5. Refrain from establishing practices, in coordinating services and serving as a OSO, that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services; and
 - 1.1.5.1. Comply with Federal regulations and procurement policies relating to the calculation and use of profits, including those at 20 CFR § 683.295, the Uniform Guidance in 2 CFR Part 200 including the contractual provisions in 2 CFR 200.326 and 2 CFR part 2900 and other applicable regulations and policies.
 - 1.1.6. Provide competent and cooperative management with a vision for developing and supporting a positive and collaborative organizational environment.
 - 1.1.7. Support the plan through strategies and outline a clear business strategy for the ARIZONA@WORK Maricopa County system that supports the Local Plan.
 - 1.2. Coordination of Services
 - The Contractor shall:
 - 1.2.1. Be responsible for leading the design, the coordination, and implementation of the partner program service delivery system as outlined in the Local Plan.
 - 1.2.2. Ensure the flow and delivery of services in accordance with workforce system policies.
 - 1.2.3. Use a high level of innovation and creativity in designing and implementing a human-centric workflow system that will benefit ARIZONA@WORK Maricopa County customers;
 - 1.2.4. Develop and/or refine an integrated intake, eligibility and referral process;

¹ [DOL Training and Employment Guidance Letter WIOA No. 15-16](#)

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- 1.2.5. Coordinate the service delivery of required and participating One-Stop partners and service providers. All services must be consistent with the Local Plan. The OSO needs to encourage all One-Stop partners to work under the ARIZONA@WORK Maricopa County brand and represent one unified brand to customers. The OSO shall work to develop a plan to address coordinated branding.
 - 1.2.6. As of the issuance of this RFP, the following programs/partners offer services in the County as part of the One-Stop System; however, other required or additional partners may be added or removed at the discretion of the MCWDB.
 - 1.2.7. Programs authorized under Title I of WIOA:
 - Adult Program
 - Dislocated Worker Program
 - Youth Program
 - 1.2.7.1. Migrant and Seasonal Farmworker Programs;
 - 1.2.7.2. The Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA Title III;
 - 1.2.7.3. The Adult Education and Family Literacy Act (AEFLA) program authorized under Title II of WIOA;
 - 1.2.7.4. The Vocational Rehabilitation (VR) program authorized under Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA Title IV;
 - 1.2.7.5. The Senior Community Service Employment Program authorized under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.);
 - 1.2.7.6. Trade Adjustment Assistance activities authorized under chapter 2 of Title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.);
 - 1.2.7.7. Jobs for Veterans State Grants programs authorized under chapter 41 of Title 38, U.S.C.;
 - 1.2.7.8. Temporary Assistance for Needy Families (Jobs Program only);
 - 1.2.7.9. Job Corps;
 - 1.2.7.10. Employment and training activities carried out by the Department of Housing and Urban Development; and
 - 1.2.7.11. Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law).
 - 1.2.8. Review commitments of the MOU and ensure the execution of partner responsibilities outlined in the agreed upon MOUs between the system partners and the MCWDB.
 - 1.3. One-Stop System service delivery locations.

The Contractor shall:

- 1.3.1. Ensure the efficient flow and integration of services at One Stop Career Center service locations throughout the county. There are two levels of One Stop Career Centers: Comprehensive and Specialized sites. At a minimum, the OSO will visit each Comprehensive location once a month and Specialized site once a quarter; or as determined by the MCWDB to review and conduct workflow analysis is appropriate.

Service locations include the following; however, additional locations may be added or removed as service delivery is established at the discretion of the MCWDB.

- 1.3.1.1. Comprehensive Center: The Comprehensive Center shall be open to the public from 8:00 a.m. to 5:00 p.m. MST, Monday through Friday and shall follow the County's holiday schedule.

ARIZONA@WORK Maricopa County East
735 North Gilbert Road Suite 134
Gilbert, Arizona 85234

ARIZONA@WORK Maricopa County West
4425 West Olive Avenue Suite 190
Glendale, Arizona 85302

- 1.3.1.2. Specialized Center: If the specialized center is housed within a non-county facility, the holiday schedule of that facility shall be followed. To access specialized centers, visit: <https://arizonaatwork.com/locations/maricopa-county>.

- 1.3.2. On behalf of the MCWDB, the successful proposer will lead the job center certification process for all ARIZONA@WORK Maricopa County locations to ensure compliance with all applicable federal, state and local policies and procedures. Once the process is complete, the successful proposer will present findings and recommendations to the MCWDB at their next available meeting, for review and approval.

1.4. Onsite Partner Leadership

- 1.4.1. Conduct workflow analysis in the development of a needs assessment that identifies gaps and or challenges in service availability, coordination and delivery.
- 1.4.2. Submit recommendations of such assessments to the MCWDB and other system partners when applicable.
- 1.4.3. Analyze whether one-stop center staff possesses the appropriate training, tools and equipment needed to carry out job functions, including:
 - 1.4.3.1. Creating a needs assessment that identifies existing gaps among staff and partner agency staff to ensure their success in supporting one-stop deliveries, and providing recommendations at quarterly meetings regarding specific training needs and professional development;
 - 1.4.3.2. Learn and remain knowledgeable of the program services and performance standards of all system partners and facilitate cross-training amongst all staff.
 - 1.4.3.3. Reporting results of staff training to the MCWDB and other system partners when applicable.
- 1.4.4. Lead and coordinate the design and implementation of a functional and seamless integrated service delivery model.
- 1.4.5. In coordination with the MCWDB, assure partners understand their roles in workforce system initiatives impacting customers, such as career pathways, sector strategies and other key strategies or requirements under WIOA.

1.5. Ensure and Report Compliance

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- 1.5.1. Ensure Americans with Disabilities Act and WIOA section 188 compliance for the ARIZONA@WORK Maricopa County service delivery locations as well as, County ADA policies.
 - 1.5.1.1. ARIZONA@WORK Maricopa County service delivery locations have and maintain adequate, up-to-date signage related to accessibility of space and programs in compliance with ADA and WIOA section 188.
 - 1.5.1.2. Report annually to the MCWDB on ADA and WIOA section 188 compliance.
 - 1.6. Projects and Initiatives
 - 1.6.1. Work with MCWDB or designee as needed for specific projects and initiatives. All products developed by the contractor remain the property of the County and must adhere to identification of the funding source per state fiscal policy.
 - 1.6.2. Dependent upon the needs of the local/regional workforce development needs, the MCWDB may request additional services of the OSO. In these instances, a detailed request will be submitted to the OSO for official review and response. Such response shall be submitted within ten working days of the request to the MCWDB Executive Director indicating the OSO's capacity to fulfil the request.
 - 1.7. Continuous Improvement Activities
 - 1.7.1. Implement continuous quality improvement processes to determine efficiency of data tracking, collection, and analysis methods, and integrating lessons learned to update best practices.
 - 1.7.2. Assess current level of the effectiveness of quality services based on metrics defined by the MCWDB.
 - 1.7.3. Coordinate and adjust delivery practices in collaboration with partner programs as needed.
 - 1.7.4. Convene partners quarterly, or more frequently if requested by a majority of MOU partners, the OSO or the Maricopa County Local Workforce Development board.
 - 1.7.4.1. Create a joint partner plan for system improvement.
 - 1.7.4.2. Provide written and verbal updates on the coordination of the service delivery of One- Stop partners and identify areas of strength and challenge areas.
 - 1.7.4.3. Determine agenda and provide minutes to partners for each meeting.
 - 1.7.4.4. Provide meeting agenda and previous meeting minutes to the local board designee.
 - 1.7.5. Coordinate and facilitate meetings with key and core partners, officials, leaders and staff to share best practices, discuss workforce trends, address the needs of the local and regional area, provide education on System Partner programs and services, and review service delivery and efficiencies;

1.7.6. Deliver ongoing training and technical assistance as needed.

1.8. Meeting Attendance, Tracking and Reporting

1.8.1. Monthly

1.8.1.1. The successful proposer will meet with the County to provide updates and address issues on a monthly basis or at an agreed upon frequency.

1.8.1.2. Unless otherwise noted, the successful proposer will prepare and submit written reports and metrics for the MCWDB to the Board's Executive Director. The metrics and reports required for this contract shall include, a summary of OSO activities, but are not limited to the following:

1.8.1.2.1. Submit written reports and metrics by the 15th day following month end:

1.8.1.2.2. One-Stop referrals and enrollments, as well as referrals and enrollments received through WIOA programs operated by partner agencies, in furtherance of an integrated service delivery system. The OSO shall gather data in partnership with all partners as required by the MCWDB and disseminate as necessary.

1.8.1.2.2.1. Total number served by:

1.8.1.2.2.2. Comprehensive Center

1.8.1.2.2.3. Specialized Centers (list individually)

1.8.1.2.3. Ratio of referrals to enrollments into partner programs.

1.8.1.2.4. Total number placed in employment, and total number broken out by the following:

1.8.1.2.4.1. Number of placed in targeted industries/in-demand occupations as defined by the MCWDB.

1.8.1.2.4.2. Average wage of those placed in employment.

1.8.1.2.4.3. System training and professional development.

1.8.1.2.4.4. System partner meetings and outcomes.

1.8.1.2.5. Results of customer satisfaction surveys and any event participant survey results, including a list of recommended system improvements to address any concerns identified by customers or participants; and other information requested by the County.

1.8.1.3. Attend MCWDB meetings and committee meetings as directed by County staff.

1.8.1.4. Submit a general ledger summary of expenditures to the MCWDB Staff by the 15th day following the end of a month. Failure to submit accurate and complete reports by the 15th day following the end of a month, may result, at the option of the County, these reports shall be sent to:

MCWDB (contact info will be provided in final awarded contract.)

1.8.1.4.1. Expenditures for the One-Stop System will comply with 2 CFR 200; Public Law 113-128 of the 113th Congress described as the WIOA and Federal and State regulations and guidelines under the WIOA Title, 1-B Federal grant.

1.8.2. Quarterly

1.8.2.1. Prepare and present requested information to the board and/or board committees, as directed by the County.

1.8.3. Annually

1.8.3.1. Submit annual reports to include program year statistics tallied from monthly reports, and other information requested by the County, in a format to be approved by the County.

EXHIBIT C: Service Methodology

1. Proposed Approach and Methodology to Scope of Work

RFP Section 7.6.3.6.

1.1 Detailed Strategy and Staffing Plan

RFP Section 7.6.3.6.1

You already know our leadership team – Gretchen Caraway, with six years of experience in WIOA, as both the WIOA Policy Administrator for DES and as the Director for Maximus in Arizona overseeing our Maricopa County workforce efforts. Our Staffing Plan is to continue with BreAnne Wright as our OSO Manager and to hire a Navigator to assist with our integrated service approach. We will have one staff member monthly on-site at each Comprehensive Career Center and quarterly at each Specialized Career Center. In the table below, we provide a Job Description for the Navigator which is a position to be hired.

Job Title	Navigator
Position Summary	The Navigator provides coaching and assistance to all One-Stop Career Center System partners to encourage integration of services and meaningful access to all services for both job seekers and employers. They will assist in the resource rooms and affiliate One-Stop Centers to ensure seamless referrals to partner services
Position Reports To	OSO Manager, Workforce Department
Education	<ul style="list-style-type: none">▪ <u>Required</u>: High School Diploma or GED▪ <u>Preferred</u>: Bachelor's degree in Human Services or business-related field
Skills/Experience	<ul style="list-style-type: none">▪ <u>Required</u>: Four (4) years of customer service, training, or workforce experience required; proficient with Microsoft Office products; ability to communicate effectively and professionally, verbally and in writing, to all segments of the population▪ <u>Preferred</u>: Experience working in a One-Stop environment, as a case manager, job developer, or trainer
Job Responsibilities	<ul style="list-style-type: none">▪ Assists with development of an integrated intake and assessment process and customer-centric workflows▪ Locates in the Comprehensive One-Stop Location and travel to libraries and partner sites to ensure that services are fully available to all businesses and job seekers, on a rotating basis▪ Oversees customer service delivery in the various locations and provides coaching on the delivery of seamless services▪ Supports all partner agencies to experience success with their services▪ Coordinates the initial engagement of center clients by providing information on center services, determines the level of need, and assists with navigating resources and guiding customers to the appropriate services▪ Works with staff in all career centers to coordinate an effective referral process and provides meaningful access to all partner programs

	<ul style="list-style-type: none"> ■ Works with community partners to identify ways to create and increase referrals to the program ■ Supports efforts to work with individual employers and/or groups of employers to organize job fairs, mass interviews, on-site recruitment, or other recruitment efforts ■ Local travel and ability to work outside of the office on a regular basis is required ■ Performs other duties as assigned
Classification	Non-Exempt

The OSO Manager manages and coordinates the activities of all One-Stop programs, job developers, and business services staff. We develop an integrated and aligned business services strategy among all One-Stop partners that addresses career

pathways and dissemination of information on in-demand sectors and occupations. Planning incorporates targeted employer measures and ways to increase effectiveness in serving employers. The OSO Manager also coordinates and communicates with career services staff to help identify employment placements that meet job seekers’ needs, particularly after training completions or job loss. We develop formal and informal relationships with economic development agencies, local chambers of commerce, employer advisory groups, and other business organizations to gain an understanding of area staffing and recruitment needs and expand the number of employers that use the One-Stop system. At contract start, we review the systems, technology, and processes that are currently in place to support placement of job seekers and make recommendations for improvements based on national best practices.

Our corporate Vice President of Workforce Services, Mr. Joe Murphy, who leads Employer Services for all Maximus U.S.-based workforce operations continues to support this effort, bringing expertise on innovations from similar contracts. He brings experience in Information Technology, and Sales and as a business owner for more than two decades. He brings his employer experience, industry knowledge and best practices for linking job seeker services with business services, ensuring a strong nexus to support the labor exchange. We will reference his expertise for recommendations for integrated service delivery opportunities between business services and employment services teams in the One-Stop Centers.

1.2 System Partner Coordination Philosophy

RFP Section 7.6.3.6.2; SOW 3.2

Maximus understands that the role of the OSO is very like that of a managing partner. We have extensive and demonstrated experience in Maricopa County of managing multi-partner environments and can leverage that experience to provide service coordination that supports a unified and fully integrated service delivery model. We encourage program partners and staff to creatively employ Customer-Centered Design (CCD) principles to enable thinking that focuses on job seeker needs and moves past program silos. CCD helps entities design government services through the lens of the customer.

The Maximus OSO management plan and approach is designed to ensure the seamless delivery of services to employers and job seekers and provide effective and efficient oversight of the ARIZONA@WORK Maricopa County One-Stop System. Our management plan promotes coordination and integration of partner services; cross training and professional development for all program staff; and an ongoing focus on professionalism, customer service, high performance, and continuous improvement. Included in our management plan is a commitment to partnering with the Board, and fully linking business services with economic development activities to reach the right outcomes for the community, employers, and job seekers.

Our philosophy and approach to delivering successful, effective functional staff management relies on the following strategies:

- **Delivery of ongoing training and technical assistance** to all One-Stop partner staff to support Continuous Quality Improvement (CQI) initiatives, use of evidence-based practices and promote high performance to attain program goals. We support efficient and high-quality customer services through established performance management and CQI models. Our monitoring process supports performance improvement.
- **Open and ongoing communication** between formal program managers and our One-Stop management team facilitate a shared vision for integrated services, strengths-based customer services, and delivery of

career pathway models that meet regional employer and job seeker needs.

- **Development of standardized operating procedures (SOPs)** across all programs will outline partner responsibilities and support a functional design that is customer centric and delivers services based on individual needs and choices, rather than on program siloes.
- **Innovative Technologies** that facilitate integrated service delivery and working in a virtual environment. During our current contract, we have already developed several virtual platforms for use throughout the Maricopa County Workforce system with great effectiveness to support all partners.
 - PartnerLink is a Google virtual platform with many resources for all partners to learn and share information about each other’s programs. The customer referral platform is built within the PartnerLink platform for ease in finding all necessary collaboration tools in one place. A common referral process is required by WIOA and the PartnerLink platform facilitates data reporting for the MCWDB and federal reporting requirements.
 - We have also developed a WIOA Programs Performance Reporting Dashboard to facilitate partners in developing common reporting measurements and to utilize as a resource for the MCWDB and partners to have a common place to track all partner data and success stories, as illustrated in *Exhibit 3.2-1: WIOA Programs Performance Reporting Dashboard*.

Exhibit 3.2-1: WIOA Programs Performance Reporting Dashboard. *We provide automated and real-time access to performance results, success stories, and Program Performance Reporting Resource Library.*

- We have been very successful in launching virtual job clubs and employer spotlights in Maricopa County through collaboration with ARIZONA@WORK and Maricopa County staff. Our OSO team will continue to recommend use of these to match job seekers with employers and to provide immediate interviewing opportunities for employers to hire on-the-spot during the virtual forums. This has proven to be an effective way to facilitate hiring outcomes during the COVID-19 pandemic and we have found that employers greatly appreciate the ease and time savings of these virtual opportunities.

We will continue to encourage One-Stop system partners to use these virtual platforms and opportunities and leverage our experience in this area to create a unified system delivery for the MCWDB.

Aligning Agendas

Our model for workflow analysis and service needs assessments makes partner, frontline, and supervisory staff part of the process so that they have solid information about what is happening as well as an understanding of the integration goals. We understand that each program has different priorities, metrics, and target populations. Our model accounts for all these priorities, while not replacing them.

Information about the diverse programs, customers, and performance outcomes will be incorporated into an integrated, standardized model. We currently facilitate, schedule, and lead biweekly a Collaboration Workgroup for all required partners to encourage alignment and communication amongst partners and across the system. This workgroup allows all partners to share ideas and to collaborate to develop processes that will work for all partners. The OSO then takes these ideas and translates them into workable technology and process solutions for use by all One-Stop Center partners together in a unified and collaborative way.

Supporting Service Providers

To support system partners, we provide standardized processes, tools, training, and coaching for full integration. Our goal is to have all customers (both job seekers and employers) see a unified One-Stop system, and not individual partners or programs. We cross train staff, supporting system partners on the various programs and services to avoid the “they do that” or “I can’t do that” language, and provide a seamless transition between partner services that fully leverages resources without duplication.

Our OSO project team offers ongoing training, coaching, and continuous learning opportunities to system partners in the centers and community to help them meet service delivery goals. The OSO team ensures that each partner understands the performance standards related to customer flow, information sharing, and promoting services in the centers, as well as how to achieve them. In addition to our OSO Manager, our staffing plan also includes a Navigator to assist partners on site at the various One-Stop centers in delivering services daily. These two OSO staff members

will have a physical presence in the Comprehensive One-Stop Centers once monthly and in each Specialized Center once quarterly.

We employ multiple strategies to assure greater integration and coordination between required and optional partners and to improve outcomes and avoid non-duplicative services. These include:

- **Improving business processes.** After contract award, we will continue to review, update, and improve welcome and resource center processes to determine an even more efficient and better way to handle the flow of job seekers entering the one-stop center. We will supplement the business process flow information with feedback and information gleaned from customer satisfaction surveys and data regarding customers served.
- **Conducting regular meetings between partner agency and Maximus staff.** Our One-Stop Manager prepares monthly calendars of activities so that services from all partners can be coordinated, and gaps in services can be identified. We share information about program updates and successes, discuss performance and customer service concerns, and brainstorm ways to improve integration. We ask different partners to present information and facilitate the meetings to encourage cross training and information sharing. We currently have a bi-monthly Collaboration Workgroup with strong, consistent participation from all partners. We are also planning the start of a new Performance Accountability Workgroup to include leaders from each required partner and MCWDB members.
- **Coordinating service delivery processes.** Maximus works with One-Stop system partners and providers to provide integrated services. Two major features of our coordinated service design warrant particular attention:
 - *Integrated intake, eligibility, and referral*, in which staff provide intake, Career Consultants determine customer eligibility for all programs and services, and we encourage and help facilitate appropriate referrals. Integrated eligibility identifies for each customer a comprehensive portfolio of services for which a customer is eligible and from which the customer can choose the most appropriate mix of services.
 - *Service management focus*, as opposed to program management. This shifts the focus from program silos to services, and instead allows for focus on effective training, career advancement planning, and strong business/employment services across all programs.

Managing WIOA-Required Partner Responsibilities

As a long-term existing employer in Maricopa County operating the Arizona Jobs Program, we understand who the partners are within the ARIZONA@WORK Maricopa County One-Stop System. Effective delivery of WIOA services that attract and engage participants and employers depends on partnerships with WIOA-mandated providers and a seamless coordination of services. Our model provides for this seamless delivery and produces better outcomes. *Exhibit 3.2-2: Community Partners* outlines how the partnerships function and the role of core and required partners.

Community Partner	Project Role	How the Partnerships Function
WIOA Title I Adult, Dislocated Worker, and Youth Programs	On-site One-Stop Center partner; provides outreach, eligibility, case management, job placement, retention, and training	Cross referrals to the funding streams based on customer circumstances; older youth may choose to participate in Adult program if appropriate.

Community Partner	Project Role	How the Partnerships Function
WIOA Title II Adult Education and Literacy programs	Community Partner, Basic Education Provider	Partnership for outreach and recruitment, education and training opportunities, short-term training placement, and GED program referral. These partnerships will complement the careers pathways focus that we bring to this project. We know that education is often the key to a better job and will leverage existing community training providers resources to help connect job seekers to improved skills.
WIOA Title III Wagner-Peyser Programs (operated by DES)	One-Stop Center partner; provide employment universal services to unemployment individuals; UI employment services	Partnership connections with businesses and industry sectors to support training, internships, and job opportunities; referrals for individuals who need intensive career services or training
WIOA Title IV Rehabilitation Act programs	One-Stop Center partner; case management and assessments for persons with disabilities	Direct access for persons with disabilities; referrals from the One-Stop to Vocational Rehabilitation for cases that require additional services
Temporary Assistance for Needy Families (Jobs Program only)	On-site One-Stop Center partner	Case management and job placement services to TANF eligible populations; co-enrollment of participants when appropriate
Senior Community Service Employment Program (SCSEP)/Older Americans Act programs	Community Partner	Partnership for outreach and recruitment and potential referrals/placement
Job Corps	Community Partner On-site as scheduled	Partnership for outreach and recruitment and potential referrals/placement
YouthBuild	Community Partner On-site as scheduled	Partnership for outreach and recruitment and potential referrals/placement
Perkins post-secondary vocational education activities	Community Partner	Potential resource and referral when appropriate
Community Services Block Grant	Community Partner	Potential resource and referral when appropriate
National Farmworker Jobs Program	Community Partner	Potential resource and referral when appropriate
Reentry Programs	Community Partner	Potential resource and referral when appropriate

Community Partner	Project Role	How the Partnerships Function
Trade Adjustment Assistance and NAFTA-TAA programs	Community Partner	Partnership for outreach and recruitment for those dislocated from employment, who may need basic employment skills, as opposed to dislocated worker services
Veterans Employment and Training	Community Partner	Referrals as appropriate to provide services to those leaving the military or opportunity to refer to military careers
Housing and Urban Development (HUD) employment and training activities	Community Partner	Partnership for outreach and recruitment and support in providing housing for homeless; co-case management when appropriate
Unemployment Insurance Programs	Community Partner	Partnership for outreach and recruitment and potential referrals/placement
Second Chance Act Programs	Community Partner	Partnership for outreach and recruitment and potential referrals/placement

Exhibit 3.2-2: Community Partners. *We establish relationships with partners to coordinate services needed by both employers and job seekers Maricopa County.*

To support a link between One-Stop Services and other partners in the community that serve our common customers, we perform outreach to and develop relationships with local, neighborhood-based agencies that provide a full range of services designed to meet customer needs. In working collaboratively, we establish a referral process and protocol for each entity streamlining a job seeker’s access and ability to navigate these handoffs.

Our team meets regularly with partners both through individual coordination meetings and smaller workgroups to coordinate a shared vision and goal for comprehensive job seeker and employer services. We also participate in advocacy groups such as the Arizona Chamber of Commerce, Greater Phoenix Chamber of Commerce, East and West Valley Employer Outreach, Networking Employers Training Professionals Association, Refugee advocacy groups, and other councils like the MCWDB. These offer us an opportunity to continually verify alignment of services, improve coordination between all community partners, and support a shared vision aligned with the Board’s Strategic Plan.

This goal of operating an integrated site with physical connections to multiple partners across the community for long-term success of Maricopa County job seekers and economic growth for employers is achieved through:

- Open and ongoing communication between partner program managers and our One-Stop management team
- Development of consistent procedures and expectations across all programs based on customer needs and choices, rather than on program siloes
- Training and technical assistance to all One-Stop partner staff to support Continuous Quality Improvement initiatives, based on evidence-based practices, which promote high performance and attainment of program goals

Seamless Integration and Availability of Services

To fully deliver an integrated system, all workforce partners must think and act as a single integrated system. Job seeker services should have common goals and provide a seamless customer experience. Each customer is mutually regarded as a shared customer, with all staff and programs operating at the site having a vested stake in that customer’s success. We incorporate integration of programs into planning, intake, assessment, registration, service processes, information sharing, resource decisions, actions, results, and analyses.

At the start of the contract renewal, we will conduct a workflow analysis/needs assessment to identify gaps in service delivery or the need for improved processes. Our goal is to deliver an even more functional, integrated

model that eliminates silos based on funding streams for One-Stop services. We address intake, customer flow, referrals, and integration with all partners and services at Maricopa County One-Stop System.

The workflow analysis/needs assessment process provides standard operating procedures that offer:

- A common intake/referral process that serves all job seekers, assesses their needs, and provides appropriate referrals within all Centers
- A consistent process for referring clients to education and training providers across all programs, aligned with regional needs for workers and economic development initiatives
- Encouraging non-duplicative job development and placement services, ensuring that business outreach efforts are coordinated, support a career pathways model, and are focused on the MCWDB’s targeted industry sectors, not on specific programs

Leveraging the workflow analysis process/needs assessment, our standardized operating procedures and workflows support meaningful access to all programs in all centers and a consistent, standardized service delivery model. Leveraging CCD approaches helps us provide service enhancements that start with customers—adult and youth job seekers, and employers — and end with an innovative approach to service delivery, processes, and customer flow.

Functioning in an Integrated Environment

We have the willingness and ability to operate in a functionally integrated environment and can work through any difficult partnership issues if they arise. As an established provider of workforce services with over 30 years of experience, we understand the value of partnerships and have strong working relationships in every workforce project that we operate. We have achieved outstanding results in building effective networks of partners to serve customer needs. We rely on clear documentation, including Memorandums of Understanding (MOU) and other partnership agreements, to establish clear referral processes, communication/escalation procedures, and responsibilities.

Strong documentation supports our ability to work through difficult partnership issues with all parties involved, should they arise.

Addressing and Resolving Issues

From our experience, a highly functioning One-Stop is based on trust, respect, an appreciation for employees’ work and commitment to services, and employees’ sense that their services provide value. To fully engage all partner staff and support high morale, we encourage a professional and fun atmosphere, treating partner staff with respect and appreciation. We include them in training and planning sessions, all-staff meetings, team building exercises, and other business and social gatherings. Our approach to process analysis emphasizes a smooth and measured rollout of changes

— minimizing anxiety and allowing for gradual process improvements.

We are sensitive to partner staff’s roles and responsibilities and MCWDB goals and bring an understanding of the complexity of the systemic changes required and the program restrictions. To keep staff engaged and support buy-in, we:

- Created a Collaboration Workgroup Leadership team, with representatives from each partner organization to help design the One-Stop System model and provide a forum for each partner to express concerns and/or share ideas and information
- Actively engage partner management and front-line staff in the workflow analysis/needs assessments process, encouraging input on current processes and recommendations for improvement
- Offer comprehensive technical assistance to all program staff to support a full understanding of the new integrated model that was jointly developed by all partners, and facilitated by Maximus
- Supplement initial on-going technical assistance with CQI monitoring, additional learning opportunities, and technical assistance initiatives that promote best practices, service coordination, and effective cross-referrals
- Develop and implement an online OSO collaboration workspace, collectively decided by all partners to be called PartnerLink, that offers easy web access for all staff to essential partner and program information, including business process flows, standardized operating procedures, and performance dashboards. This information source empowers staff, providing access to overarching program goals and performance information
- Use a Maximus-employed Navigator on a rotating schedule at all One-Stop locations to encourage staff in

implementing an integrated service delivery model

- Issue frequent email communications and quarterly electronic newsletters to celebrate individual and group success and share information about program and policy changes and performance
- Survey program/partner staff on the success of the integration model to assess both buy-in and identify areas for improvement and CQI efforts
- Use the Collaboration Workgroup for team-building events to support change management, integration, and an understanding of all program services

1.3 Approach to Establishing Relationships

RFP Section 7.6.3.6.3

Experience Working Through Partnership Issues to Enhance Performance

In our work on the current OSO contract, the required partners began working collaboratively through the Maximus established and facilitated Collaboration Workgroup. The partners were hesitant to devote time to these collaborative conversations and the role of the OSO was new to them. Through consistent efforts by the OSO management team, we were able to establish a working relationship among the partners and share knowledge and information about each other's programs and offerings. We have developed a real community between the partners, and together, collaboratively decided on the best customer referral process that would work for everyone.

Recently, due to the pandemic, the One-Stop Centers in Maricopa experienced difficulty with staffing the front desk and finding the best way to serve all the UI clients coming into the centers for assistance. We brought Titles IB and Title III together and facilitated the conversation between them to find resolution to the staffing concerns and to provide more comprehensive information for UI applicants at the centers to lessen the burdens on the on-site staff.

Both examples show the value the OSO brings to the table as a third-party facilitator and convener to enhance performance of the partners, helping them find real and tangible solutions for the Maricopa workforce system operation.

We are experienced in building cross-agency partnerships that benefit job seekers and create alignment on mission, strategies, and goals. We will work with the Maricopa County Business Services team to further the MCWDB's strategic goals for establishing career pathways in demand industries and aligning training and education providers' offerings with employer needs.

Strategies we use to build cross agency partnerships include:

- **Employer and Workforce Center Training Partnerships.** The Maximus One-Stop Manager will work with the ARIZONA@WORK Maricopa County Business Services team and area employers to identify innovative ways to create partnerships that share resources and leverage training to improve outcomes for both employers and job seekers. For example, if a particular industry needs employees with a certain skill set, we will help the Business Services team to form a collaboration that provides interested job candidates with specialized training to better meet an employer's needs. Additionally, we will work with employers and the workforce staff to establish career ladders and offer additional on-the-job or continued training to help employees increase skills and move to higher-paying positions.
- **Community Networking Events and Connections to Local Economic Development Initiatives.** Our One-Stop Manager will also participate in existing community, business, and economic development organizations to obtain information about local business trends. In all projects, we closely align and communicate with community agencies that focus on economic and business development to ensure that all employment services are complementary and non-duplicative. We develop formal and informal relationships with economic development agencies, local chambers of commerce, employer advisory groups, and other business organizations. For Maricopa County, initiatives include networking with employers and groups in the Information Technology, Manufacturing, Healthcare and Social Assistance, Finance and Accounting, Construction, Transportation, and Warehousing industry sectors.
- To coordinate services throughout Maricopa County, we will leverage the relationships throughout the county we have built since we began providing employment services in the area in 1999. This includes our existing relationships with hundreds of area employers as well as our relationships with WIOA partner agencies, technical institutions (for example, Maricopa Community College, Rio Salado, Glendale Community College and Paradise Valley Community College) and community organizations to build a workforce that meets the needs of area employers.

- Memorandums of Understanding (MOU) with partner agencies clarify responsibilities and further promote coordination throughout the County.

Finally, we know that effective delivery of One-Stop services that attract and engage job seekers and employers depends on MOUs and partnerships with MCWDB and WIOA mandated providers and a streamlined coordination of services. In this atmosphere, those using the One-Stop office or accessing services virtually — no matter how they come to it and who referred them — feel welcomed, that their needs are heard and understood, and that they are respected and assisted, regardless of program stream or eligibility. Our One-Stop model provides for this seamless delivery and produces better outcomes in alignment with the MCWDB's local plan.

Building on the success of current MCWDB efforts in integration of WIOA services, our One-Stop Operator service approach focuses on the following priorities:

- **Creating an Environment where Business and Employees Succeed.** Services are employer driven, and processes support an ability to match employers with skilled individuals; collaboratively working with MCWDB and partners, we promote industry and sector partnerships to ensure the One-Stop system addresses employer and job seeker needs across key regional industries.

Exhibit 3.3-1: Local Employer Involvement with Maximus offers a sampling of local employers who have participated in Maximus' services and events for the purpose of expanding hiring opportunities for participants:

Exhibit 3.3-1: Local Employer Involvement with Maximus. *Employers representing Maricopa County's high-growth industries that Maximus has existing relationships with.*

- **Accountability and Transparency.** Our reporting methodology supports transparency on WIOA performance and includes CQI initiatives to address system and service improvement and incorporation of national best practices.
- **Streamlining Services for Efficiency.** Services are organized around functions, rather than being compartmentalized, thereby enabling a seamless delivery of services for customers.
- **Connections and Communication.** By fully engaging partners, we deliver high-quality services aligned with employer and economic development needs. We have experience working in multi-provider environments, and will leverage this experience to develop seamless interfaces, and communications protocols to support unified system delivery.

1.4 System Partner Coordination Philosophy

RFP Section 7.6.3.7

It has been our approach in the current contract to help all partners understand that the role of the OSO is to be the convener and facilitator for all partners. We have a unique opportunity as the OSO to see the system as a whole from a 10,000-foot view and to assist the partners in strategizing on how to work together most effectively. Our OSO team has worked diligently to establish trust and to build relationships with each partner individually and with them collectively as a whole. We have hosted and facilitated the biweekly Collaboration Workgroup for all partners since 2018 as a method to bring all partners together for conversations and relationship building. We have set the goals for the partners through working with them and letting them share their ideas, acting as the facilitator to create the processes and platforms that help them work together.

At the beginning of the contract, the partners were reluctant to trust us and attendance at the meetings was limited at best. Over the course of our contract, we have developed that much needed trust and now the partners come to us when they need assistance with coordination and cooperation, asking us to facilitate and lead the conversations. Attendance at the Collaboration Workgroup has increased to 100 percent of partners and the partners have added many more layers of staff to make sure that our work is shared throughout the system. We frequently provide training and technical assistance throughout their teams and to Board committees. Our expertise is appreciated and actively requested. We had 100 percent participation in the development of the customer referral system, and we are now actively coordinating the movement of jobseekers between programs through 100 percent participation and use of the system by all required partners.

1.5 Continuous Improvement Methodology

RFP Section 7.6.3.8: SOW 3.7

As current OSO, we have built and implemented the customer referral platform and are tracking all data on referrals for presentation to MCWDB at the Board meeting on a quarterly basis. We have seen great improvement in the utilization of the platform in 2021 and expect the trend to continue as all partners become familiar with the process and the value it brings to the virtual environment we are working in today. We will look forward to further selected metrics defined by the MCWDB for presentation quarterly.

We have also recommended to the MCWDB that a Performance Accountability Workgroup be established to align data reporting methods across partners for common metrics required by the State and Federal partners. The Board staff will be approving the participants and frequency of the meetings and the workgroup will begin in April 2021. We have already built the Performance Accountability platform that we will use as a resource for the Board and partners and as the database for all Federal requirements information. We will need to submit common metrics from all partners in 2021 for the first time, so as the OSO, we are encouraging the implementation of this work now so that we will be able to meet all deadlines. This is a continuous improvement example where Maximus has been the leader in being aware of the requirements and helping the Board and Partners meet the WIOA requirements.

We provide monthly report outs to the Board and Board Staff of all activities that have occurred in the previous month to keep everyone informed of all continuous improvement efforts. This report is included in the Executive Committee content monthly and reviewed by all Board members. We also meet biweekly with Board staff to continue to share ideas and suggestions about next direction that the OSO recommends based on the biweekly work we do in our Collaboration Workgroups and all other interactions, trainings, and technical assistance sessions that we have with partners.

We will also offer quarterly informational sessions for Partners and the Board on topics and issues that emerge through our active ARIZONA@WORK participation and through our Jobs project. These will include updates of new and relevant information coming out from DOL and the State relating to WIOA. Through our quarterly participation in all Workforce Arizona Council (WAC) meetings and WAC committee meetings, our OSO team is aware of all developments within the Arizona workforce system and updates from these meetings are included in the quarterly events at the MCWDB's discretion.

Maximus employs a CQI model integrated into our workforce service delivery approach. Our model for managing performance and ensuring continuous improvement is directed at proactive program improvement to support ongoing needs and goal attainment. We use a monitoring process that supports performance improvement. This five-step process includes:

- Performance monitoring and coaching
- Evaluation of performance through development of dashboard reports for each program
- Analysis to determine the cause of performance issues and the need for revision of policies and procedures to improve performance
- Service provider and staff training on new and revised procedures and strategies
- Re-monitoring of processes to determine if action taken was effective

This approach leverages Malcolm Baldrige criteria for performance excellence as determined by the Baldrige National Quality Program (BNQP). Our strategy is to focus on prevention rather than detection of deficiencies and use teambuilding techniques to involve all staff in the process.

Our approach to continuous improvement addresses both employer and job seeker satisfaction with One-Stop services. Leveraging surveys, focus groups, in-person meetings, mystery shoppers, and other channels, we identify areas in need of improvement and develop initiatives, customer service training, and other tools to improve results and outcomes. As a national provider, we commit to achieving high levels of performance and customer satisfaction in our services. We annually survey our clients to determine satisfaction with services. Our most recent survey for workforce scored 4.51 out of 5, with a 91 percent response rate, demonstrating our ability to deliver services that satisfy our clients.

Customer Satisfaction

Maximus is committed to improving employer and job seeker satisfaction through the use of participant surveys and other feedback mechanisms. Maximus solicits feedback on customer satisfaction to inform our CQI model. We collect client feedback in a number of ways:

- **Employer Satisfaction Surveys.** We will be randomly surveying a portion of employers served each quarter to determine satisfaction with services provided, including taking and filling job orders, the quality

of the professional job referrals, and the provision of labor market information. We will also survey employers for actual usage of these services.

- **Job Seeker Satisfaction Surveys.** We will measure job seeker satisfaction as a follow-up activity via SurveyMonkey. These surveys will assess the job seeker's satisfaction with his or her employment outcome and the career planning process. The Manager will review results, which will be trended for areas needing improvement.

To support ongoing improvements, we propose a CQI Committee made up of program managers and selected front-line partner staff. This committee will be tasked with reviewing customer satisfaction results and making recommendations to improve services. Committee members also oversee the implementation of the BPR recommendations and brainstorm other new approaches and services throughout the life of the contract. The CQI committee acts as a forum for all staff to bring forward new ideas that improve operational performance. The OSO will assist with creating the CQI committee and tracking the data from the surveys and the CQI committee implementation recommendations.

Infrastructure Funding Agreement (IFA):

Local Workforce Development Area Maricopa County

Date Submitted May 2021

1. **The period of time this agreement is effective**

July 1, 2020 – June 30, 2023

2. **Identification of all ARIZONA@WORK Job Center partners, Chief Executive Official(s), and the Local Workforce Development Board (LWDB) participating in the IFA:**

See Attachment A

3. **Steps the LWDB, Chief Elected Official (CEO), and ARIZONA@WORK Job Center partners took to reach consensus and/or an assurance that the Local Workforce Development Area followed guidance for the state infrastructure funding mechanism**

MCWDB staff conducted a partner meeting in May 2020. Partners will review all documents prior to signing.

The IFA will be reviewed and voted upon by the Maricopa County Workforce Development Board (MCWDB) and the Maricopa County Board of Supervisors (CEO) when the agreement is finalized.

4. The process ARIZONA@WORK Job Center partners will use to resolve issues related to infrastructure funding during the MOU duration period when consensus cannot be reached

It is expected that all partners will participate in the decision-making process. Partners will first meet to seek resolution, if consensus cannot be reached. If the matter cannot be resolved, the parties to the issue shall summarize the issue in writing and submit it to the MCWDB Executive Committee for mediation. All impacted MCWDB Executive Committee members must recuse themselves if they are a party to the conflict. If recusals result in lack of quorum for the MCWDB Executive Committee, the remaining members of the MCWDB Executive Committee will select a standing MCWDB member to meet quorum and fulfill the role for purposes of mediation. All decisions will be made within a period of 10 business days, and provided to the conflicted parties in writing. Where resolution cannot be reached, the MCWDB will seek technical assistance from the AZ Department of Economic Security.

5. A description of the periodic modification and review process (including the reconciliation) to ensure equitable benefit among ARIZONA@WORK Job Center partners

The IFA will be reviewed at minimum a semi-annual basis by the Partners as well as the MCWDB staff and the MC Fiscal Agent. . The review will include the validation of budgeted costs, and a subsequent adjustment based upon actual data. If all actual costs are not reconciled prior to the new program year (July 1st), an additional reconciliation for the prior program year will occur no later than December 31st.

Any necessary amendments to the IFA will be in writing and approved by the partners impacted, voted and approved upon by the MCWDB, and finally approved by the CEO.

6. Proportionate Use / Relative Benefit for Allocation of Costs

The Maricopa County Local Workforce Development Area selected three different allocation bases (as outlined in Attachment D) to determine overall Partner Contributions. This was done 1) to remedy the imbalance of non-physically represented Partners, and 2) to comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the one-stop centers and relative benefit received.

When data is available to further determine the benefit of ARIZONA@WORK job centers to non-co-located partners, the infrastructure cost sharing agreement will be updated and renegotiated to include that proportionate share of contributions.

For Partners not physically located at the center, there are manual referral systems established to ensure clients have access to information on Partner services.

IFA Attachments

A. ARIZONA@WORK Job Center Partners, Chief Executive Official(s), and the LWDB Participating in the IFA

Included within this document.

B. ARIZONA@WORK Locations & Partners

Included within this document.

C. ARIZONA@WORK Operating Budget: Infrastructure Costs & Additional Costs (Applicable Career Services)

Included within this document.

D. ARIZONA@WORK Operating Budget: Total Allocation Bases per Cost Item, Total Cost by Allocation Base, Cost Per Partner, and Detailed Cost Allocation per Base

Attachment D is separate from this document.

E. Signatures of Co-located ARIZONA@WORK Job Center Partners Agreeing to Share Infrastructure Costs

Will obtain after the draft is finalized and approved.

F. Signatures of Non-Co-located ARIZONA@WORK Job Center Partners Agreeing to Negotiate the Sharing of Infrastructure Costs When Sufficient Data is Available to Determine Relative Benefit and Proportionate Share

Will obtain after the draft is finalized and approved.

Attachment A:

Identification of all ARIZONA@WORK Job Center Partners, Chief Elected Official(s), and the Local Workforce Development Board (LWDB) participating in the IFA

Local Workforce Development Board:

Maricopa County Workforce Development Board (MCWDB)
301 W. Jefferson St 9th Floor Phoenix, AZ 85004

MCWDB Executive Director
301 W. Jefferson St. 9th Floor Phoenix, AZ 85004

Chief Elected Official(s):

Jack Sellers
Supervisor, District 1
Maricopa County Board of Supervisors
301 W. Jefferson, 10th Fl.
Phoenix, AZ 85003
602- 506-1776
sellersj@mail.maricopa.gov

Steve Chucris
Supervisor, District 2
Maricopa County Board of Supervisors
301 W. Jefferson, 10th Fl.
Phoenix, AZ 85003
602-506-7431
chucris@mail.maricopa.gov

ARIZONA@WORK Infrastructure Funding Agreement

<p>Bill Gates Supervisor, District 3 Maricopa County Board of Supervisors 301 W. Jefferson, 10th Fl. Phoenix, AZ 85003 602-506-7562 district3@mail.maricopa.gov</p> <p>Clint Hickman, Chairman Supervisor, District 4 Maricopa County Board of Supervisors 301 W. Jefferson, 10th Fl. Phoenix, AZ 85003 602-506-7642 chickman@mail.maricopa.gov</p> <p>Steve Gallardo Supervisor, District 5 Maricopa County Board of Supervisors 301 W. Jefferson, 10th Fl. Phoenix, AZ 85003 602-506-7092 district5@mail.maricopa.gov</p>		
Required WIOA and ARIZONA@WORK Job Center Partner	ARIZONA@WORK Job Center Partner Serves Local Area?	Point of Contact Information <i>Name, Title, Address, Telephone, Email</i>
Adult, Dislocated Worker (DW), and Youth Programs under Title I-B of WIOA	X	Tina Luke, Interim Assistant Director Workforce Development Division Maricopa County Human Services Department 234 N. Central Ave. 3 rd Floor Phoenix, AZ 85004

ARIZONA@WORK Infrastructure Funding Agreement

		602-372-9738 Tina.Luke@maricopa.gov
Job Corps under Title I of WIOA	X	Lori Trujillo, Administrator 518 S. 3rd Street Phoenix, AZ 85004 602-330-1654 Trujillo.Loriann@jobcorps.org
YouthBuild under Title I of WIOA	No services being provided	
Indian and Native American Programs (INAP) under WIOA Title I	X	Ron Trusley 4206 S 62nd Ln Phoenix, AZ 85043 602-510-9671 rtrusley@cox.net
Migrant and Seasonal Farmworker Programs (MSFW) under Title I of WIOA	X	Kari Hogan, Administrator PPEP, Inc. 811 E Riley Dr #1 Avondale, AZ 85323 520-770-2500 khogan@ppep.org
Adult Education and Family Literacy Act programs under Title II of WIOA	X	Sheryl Hart, Deputy Superintendent Arizona Department of Education 1535 W Jefferson Street, Bin 26 Phoenix, AZ 85007 Phone (602) 258-2410 Fax (602) 542-0031 Sheryl.Hart@azed.gov
Wagner-Peyser under Title III of WIOA	X	Chevera Trillo, Administrator Arizona Department of Economic Security 1789 West Jefferson, Mail Drop 5111 Phoenix, Arizona 85007 602-542-4910 P/480-487-7806 C

ARIZONA@WORK Infrastructure Funding Agreement

		CTrillo@azdes.gov
State Unemployment Insurance (UI)	X	Sandra Canez, Administrator Arizona Department of Economic Security 1789 West Jefferson, Mail Drop 5111 Phoenix, Arizona 85007 sandracanez@azdes.gov
Trade Adjustment Assistance (TAA) under Title II of Trade Act	X	Chevera Trillo, Administrator Arizona Department of Economic Security 1789 West Jefferson, Mail Drop 5111 Phoenix, Arizona 85007 602-542-4910 P/480-487-7806 C CTrillo@azdes.gov
Jobs for Veterans State Grants (Vets) under Title 38, U.S.C.	X	Chevera Trillo, Administrator Arizona Department of Economic Security 1789 West Jefferson, Mail Drop 5111 Phoenix, Arizona 85007 602-542-4910 P/480-487-7806 C CTrillo@azdes.gov
Vocational Rehabilitation under Title IV of WIOA	X	Kristen Mackey, Administrator Arizona Department of Economic Security Rehabilitation Services Administration 1789 West Jefferson Phoenix, Arizona 85007 (480) 665-6736 kmackey@azdes.gov
Senior Community Service Employment Programs (SCSEP) under Title V of Older Americans Act--State of Arizona	X	Krystal Dillon, Administrator Arizona Department of Economic Security 1789 West Jefferson Phoenix, Arizona 85007 KDillon@azdes.gov

ARIZONA@WORK Infrastructure Funding Agreement

Senior Community Service Employment Programs (SCSEP)—National Grantees under Title V of Older Americans Act	X	Easter Seals (Grantee) AARP Foundation (Sub-grantee) Jessica Howell (local contact) 4520 N. Central Avenue, Suite 575 Phoenix, Arizona 85012 jhowell@aarp.org (602) 619-7283 Theresa Salazar, Administrator National Indian Council of Aging 10501 Montgomery Blvd, NE, Suite 210 Albuquerque, New Mexico 87111 505-292-2001 Extension 16
Career and Technical Education programs at the postsecondary level (CTE) under Perkins Career and Technical Education Act	X	Cathie Raymond, Deputy Superintendent Arizona Department of Education 1535 W Jefferson Street Phoenix, AZ 85007 602-364-2211 Cathie.Raymond@azed.gov
Housing and Urban Development--- Employment and Training Programs	No services being provided	
Community Services Block Grants (CSBG)— Employment and Training Activities	X	Bruce Liggett, Director Maricopa County Human Services 234 N Central Avenue, 3 rd Floor Phoenix, AZ 85004 602-506-0066 Bruce.Liggett@Maricopa.gov
Re-entry Employment Opportunities (REO) under Second Chance Act	No services being provided	
<i>Additional ARIZONA@WORK Job Center Partners Approved by the LWDB and CEO(s)---If Any</i>		

ARIZONA@WORK Infrastructure Funding Agreement

<i>Temporary Assistance for Needy Families (TANF) employment & training under part A of Title IV of Social Security Act*</i>	No services being provided	
Head Start	X	Bruce Liggett, Director Maricopa County Human Services 234 N Central Avenue, 3 rd Floor Phoenix, AZ 85004 602-506-0066 Bruce.Liggett@Maricopa.gov

** Workforce Arizona Council, 03-2016: "The Governor notified the Secretaries of the U.S. Departments of Labor and Health and Human Services in writing that TANF will not be a required partner in Arizona, or within some specific local areas in the State. Local TANF programs may still opt to be a one-stop partner, or to work in collaboration with the ARIZONA@WORK Job Center."*

Attachment B: ARIZONA@WORK Job Center Locations

Local Workforce Development Area: Maricopa County

ARIZONA@WORK Job Center Locations <i>(Name, Address, Contact Name, Phone Number)</i>	ARIZONA@WORK <u>Affiliate</u> Site Locations <i>(Name, Address, Contact Name, Phone Number)</i>
<p>ARIZONA@WORK Job Center Location #1:</p> <p>Maricopa County – East Valley Career Center (EVCC) 735 North Gilbert Road Suite 134 Gilbert, AZ 858234 Contact: Tina Luke Desk: 602-372-9738 Cell: 602-849-3115</p>	
<p>ARIZONA@WORK Job Center Location #2:</p> <p>Maricopa County – West Valley Career Center (WVCC) 4425 W Olive Ave Glendale, AZ 85302 Contact: Tina Luke Desk: 602-372-9738 Cell: 602-849-3115</p>	

Attachment B: ARIZONA@WORK Job Center Partners Co-located in Each ARIZONA@WORK Job Center Location

Local Workforce Development Area: Maricopa County

ARIZONA@WORK Job Ctr Partner	ARIZONA@WORK Job Ctr #1 EVCC	ARIZONA@WORK Job Ctr #2 WVCC
Adult/DW	X	X
Youth	X	X
Job Corps		
Native Amer		
MSFW		X
Adult Ed		
Wagner-Peyser	X	X
Trade		
Veterans	X	X
SCSEP--State		
SCSEP-National		
Career/Tech Ed		
HUD E&T		
CSBG E&T		
Second Chance		
YouthBuild		

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Voc Rehabilitation	X	X
Other Partner – Head Start		X

Attachment C: Annual Infrastructure Budget for Each ARIZONA@WORK Job Center and Affiliate Site

**ARIZONA@WORK Job Center: East Valley Career Center (EVCC)
735 North Gilbert Rd., Gilbert, AZ 85234**

<i>Cost Category/Line Item</i>	<i>Line Item Cost Detail</i>	<i>Cost</i>
Rent		
Rental of Facilities	East Valley location (23,500 sq. ft.) Based on lease agreement	\$309,965
Subtotal: Rental Costs		\$309,965
Utilities and Maintenance		
Electric	Based on average monthly costs	\$35,400
Gas	Based on average monthly costs	\$372
Water	Based on average monthly costs	\$840
Facility Maintenance Contract	Based on lease agreement	\$44,440
Security Contract	Based on average monthly costs	\$48,000
Subtotal: Utilities and Maintenance Costs		\$129,052
Equipment		
Copiers	6 copiers – Based on average annual costs	\$30,000
Other tangible equipment used to serve all center customers (not specific to an individual program partner)	28 computers in public computer lab	\$33,600
<i>Specify Other Tangible Equipment</i>		

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Subtotal: Equipment Costs		\$66,600
Technology to Facilitate Access to the ARIZONA@WORK Job Center		
Technology used for the center's planning and outreach activities <i>Specify the Technology</i>	Email Software for sending email distribution lists	\$480
Subtotal: Technology to Facilitate Access Costs		\$480
Supplies to Support the General Operation of the ARIZONA@WORK Job Center (Local Option, If Agreed By All Co-located ARIZONA@WORK Job Center Partners)		
Copier/Printer Supplies, as defined in Uniform Guidance at 2 CFR 200.94, to support the general operation of the ARIZONA@WORK Job Center <i>Specify Supplies to Support General Operation and Not Specific to a Co-located Partner (e.g., Printing; Postage, Office Supplies)</i>	Based on average annual cost	\$10,000
Subtotal: Supplies to Support the General Operation of the ARIZONA@WORK Job Center		\$10,000
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY CO-LOCATED ARIZONA@WORK Job Center PARTNERS		
Cost Category	Total Cost	
Subtotal: Rental Costs	\$309,965	
Subtotal: Utilities and Maintenance Costs	\$129,052	
Subtotal: Equipment Costs	\$66,600	
Subtotal: Technology to Facilitate Access Costs	\$480	
Subtotal: Supplies to Support the General Operation of the ARIZONA@WORK Job Center	\$10,000	
TOTAL INFRASTRUCTURE COSTS FOR THIS LOCATION	\$513,097	

Attachment C: Annual Infrastructure Budget for Each ARIZONA@WORK Job Center and Affiliate Site

**ARIZONA@WORK Job Center: West Valley Career Center
4425 W. Olive Ave., Suites 190 & 200, Glendale AZ 85302**

<i>Cost Category/Line Item</i>	<i>Line Item Cost Detail</i>	<i>Cost</i>
Rent		
Rental of Facilities	West Valley location (26,290 sq. ft.)	\$17.50/sq. ft - 7/1/2020 to 6/30/2021 \$460,075/Yr.
Subtotal: Rental Costs		\$460,075
Utilities and Maintenance		
Security Contract	Based on average annual costs	\$52,800
Subtotal: Utilities and Maintenance Costs		\$52,800
Equipment		
Copiers	6 copiers	\$30,000
Other tangible equipment used to serve all center customers (not specific to an individual program partner)	40 computer in public computer lab	\$48,000
<i>Specify Other Tangible Equipment</i>		
Subtotal: Equipment Costs		\$78,000
Technology to Facilitate Access to the ARIZONA@WORK Job Center		
Technology used for the center's planning and outreach activities	Email Software for sending email distribution lists	\$480

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<i>Subtotal: Technology to Facilitate Access Costs</i>		\$480
Supplies to Support the General Operation of the ARIZONA@WORK Job Center (Local Option, If Agreed By All Co-located ARIZONA@WORK Job Center Partners)		
Copier/Printer Supplies, as defined in Uniform Guidance at 2 CFR 200.94, to support the general operation of the ARIZONA@WORK Job Center <i>Specify Supplies to Support General Operation and Not Specific to a Co-located Partner (e.g., Printing; Postage, Office Supplies)</i>	Based on average annual cost	\$10,000
<i>Subtotal: Supplies to Support the General Operation of the ARIZONA@WORK Job Center</i>		\$10,000
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY CO-LOCATED ARIZONA@WORK Job Center PARTNERS		
<i>Cost Category</i>	<i>Total Cost</i>	
<i>Subtotal: Rental Costs</i>	\$460,075	
<i>Subtotal: Utilities and Maintenance Costs</i>	\$52,800	
<i>Subtotal: Equipment Costs</i>	\$78,000	
<i>Subtotal: Technology to Facilitate Access Costs</i>	\$480	
<i>Subtotal: Supplies to Support the General Operation of the ARIZONA@WORK Job Center</i>	\$10,000	
TOTAL INFRASTRUCTURE COSTS FOR THIS LOCATION	\$601,335	

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Attachment C: Career Services Applicable to Each ARIZONA@WORK System Partner							
<i>Basic Career Services</i>	T-I Adult	T-I DW	T-I Youth	T-II AEL	T-III WP	T-IV VR	TANF
T-I Program Eligibility	X	X	X		X		
Outreach, Intake, Orient	X	X	X	X	X	X	
Initial Assessment	X	X	X	X	X	X	
Labor Exch/Job Search	X	X	X		X	X	
Referrals to Partners	X	X	X	X	X	X	
LMI	X	X	X		X	X	
Performance/Cost Info	X	X	X		X		
Support Service Info	X	X	X		X	X	
UI Info/Assistance	X	X	X		X		
Financial Aid Info	X	X	X	X	X	X	
<i>Basic Career Services</i>	Tech Ed	SCSEP	Job Corps	Native Am	MSF	YouthBuild	TAA
T-I Program Eligibility					✓		
Outreach, Intake, Orient		✓			✓		✓
Initial Assessment		✓			✓		✓
Labor Exch/Job Search		✓			✓		✓
Referrals to Partners		✓			✓		✓
LMI		✓			✓		✓
Performance/Cost Info		✓					
Support Service Info		✓			✓		✓
UI Info/Assistance		✓			✓		✓
Financial Aid Info					✓		✓

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Basic Career Services	Comm Act	Housing	UI	Native Am	Other Part Veteran	Other Part	Other Part
T-I Program Eligibility							
Outreach, Intake, Orient					✓		
Initial Assessment					✓		
Labor Exch/Job Search					✓		
Referrals to Partners					✓		
LMI					✓		
Performance/Cost Info							
Support Service Info					✓		
UI Info/Assistance			✓				
Financial Aid Info							

Individ Career Services	T-I Adult	T-I DW	T-I Youth	T-II AEL	T-III WP	T-IV VR	TANF
Comp Assessment	✓	✓	✓			✓	
Employment Plan	✓	✓	✓			✓	
Career Plan/Counsel	✓	✓	✓			✓	
Short-Term Prevoc	✓	✓	✓			✓	
Internships/Wk Exper	✓	✓	✓			✓	
Out-of-Area Job Search	✓	✓	✓				
Financial Literacy	✓	✓	✓				
ELA/Integ Education	✓	✓	✓	✓			
Workforce Preparation	✓	✓	✓	✓			

ARIZONA@WORK Infrastructure Funding Agreement

<i>Individ Career Services</i>	Tech Ed	SCSEP	Job Corps	Native Am	MSF	YouthBuild	TAA
Comp Assessment		✓			✓		✓
Employment Plan		✓					✓
Career Plan/Counsel		✓					✓
Short-Term Prevoc							✓
Internships/Wk Exper		✓					
Out-of-Area Job Search							✓
Financial Literacy							✓
ELA/Integ Education							✓
Workforce Preparation		✓					✓
<i>Individ Career Services</i>	Comm Act	Housing	UI	Native Am	Other Part Veteran		Other Part
Comp Assessment					✓		
IEP					✓		
Career Plan/Counsel					✓		
Short-Term Prevoc					✓		
Internships/Wk Exper					✓		
Out-of-Area Job Search					✓		
Financial Literacy							
ELA/Integ Education							
Workforce Preparation					✓		

ARIZONA@WORK Infrastructure Funding Agreement

Attachment C: Consolidated System Budget for the Delivery of Applicable Career Services

The “Consolidated System Budget for the Delivery of Applicable Career Services” is the total actual or reasonably estimated amount of funds budgeted by the required ARIZONA@WORK Job Center partners for the delivery of the career services (that are applicable to their programs) and made available through the ARIZONA@WORK one-stop delivery system. This budget includes all costs, including personnel, related to the administration and delivery of these services.

<i>Applic Career Services</i>	T-I Adult	T-I DW	T-I Youth	T-II AEL	T-III WP	T-IV VR	TANF
Basic Career Services: T-I Eligib/Initial Assess, Outreach, Intake, Orient, Labor Exch/Job Search, Referrals/LMI, Support Service Info, UI Info/Fin Aid Info	\$2,613,531	\$325,245	\$0	\$95,177	\$877,605	\$2,173,572	\$ N/A
<i>Applic Career Services</i>	Tech Ed	T-V OAA	Job Corps	Native Am	MSF	Youth Build	TAA
Basic Career Services: T-I Eligib/Initial Assess, Outreach, Intake, Orient, Labor Exch/Job Search, Referrals/LMI, Support Service Info, UI Info/Fin Aid Info	\$0	\$0	\$0	\$0	\$0	\$0	\$170,780
<i>Applic Career Services</i>	Comm Act	Housing	UI	Native Am	Other Partner - Head Start	Veterans	
Basic Career Services: T-I Eligib/Initial Assess, Outreach, Intake, Orient, Labor Exch/Job Search, Referrals/LMI, Support Service Info, UI Info/Fin Aid Info	\$0	\$0	\$0	\$0	\$0	\$76,204	

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<i>Applic Career Services</i>	T-I Adult	T-I DW	T-I Youth	T-II AEL	T-III WP	T-IV VR	TANF
Indiv Career Services: Comp Assessment/IEP, Career Plan/Counsel, Short-Term Prevoc, Internship/Wk Exper, Fin. Literacy, IET/ELA/WF Prep	\$2,067,631.00	\$255,550	\$1,793,914	\$31,167	\$2,270,527	\$1,471,545	N/A
<i>Applic Career Services</i>	Tech Ed	T-V OAA	Job Corps	Native Am	MSF	Youth Build	TAA
Indiv Career Services: Comp Assessment/IEP, Career Plan/Counsel, Short-Term Prevoc, Internship/Wk Exper, Fin. Literacy, IET/ELA/WF Prep	\$0	\$0	\$0	\$0	\$0	\$0	\$170,780
<i>Applic Career Services</i>	Comm Act	Housing	UI	Native Am	Other Partner – Head Start	Veterans	
Indiv Career Services: Comp Assessment/IEP, Career Plan/Counsel, Short-Term Prevoc, Internship/Wk Exper, Fin. Literacy, IET/ELA/WF Prep	\$0	\$0	\$0	\$0	\$0	\$799,094	

Attachment E:

Signatures of Co-located ARIZONA@WORK Job Center Partners Agreeing to Share Infrastructure Costs

By signing below, all parties agree to the terms prescribed in the Infrastructure Funding Agreement

(Chief Elected Official)

Jack Sellers, Chairman of the Maricopa County Board of Supervisors
Printed Name and Title

Signature and Date

Attachment E:

Signatures of Co-located ARIZONA@WORK Job Center Partners Agreeing to Share Infrastructure Costs

By signing below, all parties agree to the terms prescribed in the Infrastructure Funding Agreement

(LWDB Chairperson)

Matt McGuire, Chairman of the Maricopa County Workforce Development Board

Printed Name and Title

Signature and Date

Attachment E:

Signatures of Co-located ARIZONA@WORK Job Center Partners Agreeing to Share Infrastructure Costs

By signing below, all parties agree to the terms prescribed in the Infrastructure Funding Agreement

(Co-located Partner Entity)

Partner Agency

Printed Name and Title

Signature and Date

Attachment E:

Signatures of Co-located ARIZONA@WORK Job Center Partners Agreeing to Share Infrastructure Costs

By signing below, all parties agree to the terms prescribed in the Infrastructure Funding Agreement

(Co-located Partner Entity)

ADES/DERS/WDA

Partner Agency

Chevera Trillo, Administrator

Printed Name and Title

Chevera Trillo 05.13.2021-----

Signature and Date

Attachment E:

Signatures of Co-located ARIZONA@WORK Job Center Partners Agreeing to Share Infrastructure Costs

By signing below, all parties agree to the terms prescribed in the Infrastructure Funding Agreement


(Co-located Partner Entity)

PPEP, Inc.

Partner Agency

Kristi Hogan - Deputy CEO

Printed Name and Title

 5/7/2021

Signature and Date

Attachment E:

Signatures of Co-located ARIZONA@WORK Job Center Partners Agreeing to Share Infrastructure Costs

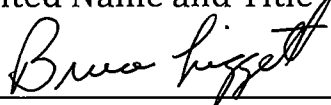
By signing below, all parties agree to the terms prescribed in the Infrastructure Funding Agreement

(Co-located Partner Entity)

Maricopa County Human Services Department
Partner Agency

Bruce Liggett, Director

Printed Name and Title



6/7/21

Signature and Date

Attachment F:

Signatures of Non-Co-located ARIZONA@WORK Job Center Partners Agreeing to Negotiate the Sharing of Infrastructure Costs as When Sufficient Data Are Available to Determine Relative Benefit and Proportionate Share

By signing below, all parties agree that when data are available to determine the benefit of ARIZONA@WORK Job Centers to non-co-located ARIZONA@WORK Job Center partners, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions.

(Non-Co-located Partner Entity)

Partner Agency

Printed Name and Title

Signature and Date

Attachment F:

Signatures of Non-Co-located ARIZONA@WORK Job Center Partners Agreeing to Negotiate the Sharing of Infrastructure Costs as When Sufficient Data Are Available to Determine Relative Benefit and Proportionate Share

By signing below, all parties agree that when data are available to determine the benefit of ARIZONA@WORK Job Centers to non-co-located ARIZONA@WORK Job Center partners, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions.

(Non-Co-located Partner Entity)

Arizona Department of Education

Partner Agency

Sheryl Hart, Deputy Associate Superintendent

Printed Name and Title

Sheryl Hart 6/7/2021
Signature and Date

Arizona Department of Education

Partner Agency

Steven Paulson, Chief Procurement Officer

Printed Name and Title

Steven Paulson 6/7/2021
Signature and Date

Attachment F:

Signatures of Non-Co-located ARIZONA@WORK Job Center Partners Agreeing to Negotiate the Sharing of Infrastructure Costs as When Sufficient Data Are Available to Determine Relative Benefit and Proportionate Share

By signing below, all parties agree that when data are available to determine the benefit of ARIZONA@WORK Job Centers to non-co-located ARIZONA@WORK Job Center partners, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions.

(Non-Co-located Partner Entity)

Title IV, Vocational Rehabilitation
Partner Agency

Kristen Mackey, Administrator
Printed Name and Title

Kristen Mackey 5/11/21
Signature and Date

Attachment F:

Signatures of Non-Co-located ARIZONA@WORK Job Center Partners Agreeing to Negotiate the Sharing of Infrastructure Costs as When Sufficient Data Are Available to Determine Relative Benefit and Proportionate Share

By signing below, all parties agree that when data are available to determine the benefit of ARIZONA@WORK Job Centers to non-co-located ARIZONA@WORK Job Center partners, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions.

(Non-Co-located Partner Entity)

___Arizona Department of Education_____

Partner Agency

___Bobby Neves CTE Fiscal Director_____

Printed Name and Title

Bobby Neves Digitally signed by Bobby Neves
Date: 2021.05.21 11:10:42 -07'00'

Signature and Date

ARIZONA@WORK Infrastructure Funding Agreement

Attachment F:

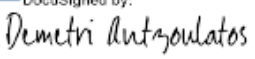
Signatures of Non-Co-located ARIZONA@WORK Job Center Partners Agreeing to Negotiate the Sharing of Infrastructure Costs as When Sufficient Data Are Available to Determine Relative Benefit and Proportionate Share

By signing below, all parties agree that when data are available to determine the benefit of ARIZONA@WORK Job Centers to non-co-located ARIZONA@WORK Job Center partners, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions.

(Non-Co-located Partner Entity)

Partner Agency
AARP Foundation
Senior Community Service Employment Program, Title V, Older Americas Acto of 1965

Printed Name and Title
Demetrios Antzoulatos, Vice President
Finance, Grants & Operations

DocuSigned by:
 5/27/2021
623F409E99E143D
Signature and Date

Attachment F:

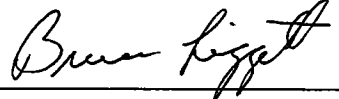
Signatures of Non-Co-located ARIZONA@WORK Job Center Partners Agreeing to Negotiate the Sharing of Infrastructure Costs as When Sufficient Data Are Available to Determine Relative Benefit and Proportionate Share

By signing below, all parties agree that when data are available to determine the benefit of ARIZONA@WORK Job Centers to non-co-located ARIZONA@WORK Job Center partners, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions.

(Non-Co-located Partner Entity)

Maricopa County Human Services Department
Partner Agency

Bruce Liggett, Director
Printed Name and Title

 6/7/21
Signature and Date

Attachment D - Total Allocation Bases per Cost Item

	A	B	C	D	E	F	G	H
1	Cost Group	Cost Category	Line Item	Allocation Base	EVCC Cost	WVCC Cost	Across WIOA System	Total Cost
2	Infrastructure	Rent	Rental of Facilities	Square Footage	\$ 309,965	\$ 460,075	\$ -	\$ 770,040
3	Infrastructure	Utilities and Maintenance	Electric	Square Footage	\$ 35,400	\$ -	\$ -	\$ 35,400
4	Infrastructure	Utilities and Maintenance	Gas	Square Footage	\$ 372	\$ -	\$ -	\$ 372
5	Infrastructure	Utilities and Maintenance	Water	Square Footage	\$ 840	\$ -	\$ -	\$ 840
6	Infrastructure	Utilities and Maintenance	Facility Maintenance Contract	Square Footage	\$ 44,440	\$ -	\$ -	\$ 44,440
7	Infrastructure	Utilities and Maintenance	Security Contract	Square Footage	\$ 48,000	\$ 52,800	\$ -	\$ 100,800
8	Infrastructure	Equipment	Copiers	FTE	\$ 30,000	\$ 30,000	\$ -	\$ 60,000
9	Infrastructure	Equipment	Computer Lab PCs & License Costs	FTE	\$ 33,600	\$ 48,000	\$ -	\$ 81,600
10	Infrastructure	Technology	Email Software	FTE	\$ 480	\$ 480	\$ -	\$ 960
11	Infrastructure	Supplies	Copier & Printer Supplies	FTE	\$ 10,000	\$ 10,000	\$ -	\$ 20,000
12	Additional - Career Services	Basic Career Services	Eligibility, Outreach, Intake, Etc.	Direct Cost	\$ -	\$ -	\$ 6,332,114	\$ 6,332,114
13	Additional - Career Services	Indiv Career Services	Assessment, IEP, Literacy, Etc.	Direct Cost	\$ -	\$ -	\$ 8,860,208	\$ 8,860,208
14	TOTAL				\$ 513,097	\$ 601,355	\$ 15,192,322	\$ 16,306,774

Attachment D - Total Cost by Allocation Base

	D	E	F	G	H	I
1	Allocation Base	EVCC Cost	WVCC Cost	Across WIOA System	Cost Group	Total Cost
2	Direct Cost	\$ -	\$ -	\$ 6,332,114	Additional - Career Services	\$ 6,332,114
3	Direct Cost	\$ -	\$ -	\$ 8,860,208	Additional - Career Services	\$ 8,860,208
4	Direct Cost Total	\$ -	\$ -	\$ 15,192,322	Additional - Career Services	\$ 15,192,322
5	FTE	\$ 33,600	\$ 48,000	\$ -	Infrastructure	\$ 81,600
6	FTE	\$ 480	\$ 480	\$ -	Infrastructure	\$ 960
7	FTE	\$ 30,000	\$ 30,000	\$ -	Infrastructure	\$ 60,000
8	FTE	\$ 10,000	\$ 10,000	\$ -	Infrastructure	\$ 20,000
9	FTE Total	\$ 74,080	\$ 88,480	\$ -	Infrastructure	\$ 162,560
10	Square Footage	\$ 309,965	\$ 460,075	\$ -	Infrastructure	\$ 770,040
11	Square Footage	\$ 35,400	\$ -	\$ -	Infrastructure	\$ 35,400
12	Square Footage	\$ 372	\$ -	\$ -	Infrastructure	\$ 372
13	Square Footage	\$ 840	\$ -	\$ -	Infrastructure	\$ 840
14	Square Footage	\$ 44,440	\$ -	\$ -	Infrastructure	\$ 44,440
15	Square Footage	\$ 48,000	\$ 52,800	\$ -	Infrastructure	\$ 100,800
16	Square Footage Total	\$ 439,017	\$ 512,875	\$ -	Infrastructure	\$ 951,892
17		\$ 513,097	\$ 601,355	\$ 15,192,322	TOTAL	\$ 16,306,774

Attachment D - Total Cost by Partner

	Square Footage	FTE	Direct Cost	Total per Partner
Adult/DW	\$ 711,983	\$ 102,276	\$ 5,261,957	\$ 6,076,216
Youth	\$ 156,548	\$ 29,708	\$ 1,793,914	\$ 1,980,170
Job Corps	\$ -	\$ -	\$ -	\$ -
Native Amer	\$ -	\$ -	\$ -	\$ -
MSFW	\$ 2,555	\$ 1,506	\$ -	\$ 4,061
Adult Ed	\$ -	\$ -	\$ 126,344	\$ 126,344
Wagner-Peyser	\$ 56,933	\$ 15,408	\$ 3,148,132	\$ 3,220,473
Trade	\$ -	\$ -	\$ 341,560	\$ 341,560
Veterans	\$ 5,397	\$ 3,066	\$ 875,298	\$ 883,761
SCSEP--State	\$ -	\$ -	\$ -	\$ -
SCSEP-National	\$ -	\$ -	\$ -	\$ -
Career/Tech Ed	\$ -	\$ -	\$ -	\$ -
HUD E&T	\$ -	\$ -	\$ -	\$ -
CSBG E&T	\$ -	\$ -	\$ -	\$ -
Second Chance	\$ -	\$ -	\$ -	\$ -
YouthBuild	\$ -	\$ -	\$ -	\$ -
Vocational Rehabilitation	\$ 5,677	\$ 3,066	\$ 3,645,117	\$ 3,653,860
Other Partner - Head Start	\$ 12,798	\$ 7,530	\$ -	\$ 20,328
Total per Allocation	\$ 951,892	\$ 162,560	\$ 15,192,322	\$ 16,306,774

Attachment D - Allocation Base: Square Footage

East Valley - 23,500 sq ft										
	Dedicated Space	% Total Sq Ft	Dedicated Cost	Common Area	% Total Sq Ft	Common Area Cost	Rent	Utilities	EV Total	
Adult/DW	10,680	76%	\$ 140,869	7,129	76%	\$ 94,032	\$ 234,901	97,801	\$ 332,701	
Youth	2,184	15%	\$ 28,807	1,458	15%	\$ 19,231	\$ 48,038	20,002	\$ 68,040	
Job Corps	-	0%	\$ -	-	0%	\$ -	\$ -	-	\$ -	
Native Amer	-	0%	\$ -	-	0%	\$ -	\$ -	-	\$ -	
MSFW	-	0%	\$ -	-	0%	\$ -	\$ -	-	\$ -	
Adult Ed	-	0%	\$ -	-	0%	\$ -	\$ -	-	\$ -	
Wagner-Peyser	1,038	7%	\$ 13,691	692	7%	\$ 9,127	\$ 22,819	9,493	\$ 32,312	
Trade	-	0%	\$ -	-	0%	\$ -	\$ -	-	\$ -	
Veterans	91	1%	\$ 1,200	61	1%	\$ 805	\$ 2,005	837	\$ 2,842	
SCSEP--State	-	0%	\$ -	-	0%	\$ -	\$ -	-	\$ -	
SCSEP-National	-	0%	\$ -	-	0%	\$ -	\$ -	-	\$ -	
Career/Tech Ed	-	0%	\$ -	-	0%	\$ -	\$ -	-	\$ -	
HUD E&T	-	0%	\$ -	-	0%	\$ -	\$ -	-	\$ -	
CSBG E&T	-	0%	\$ -	-	0%	\$ -	\$ -	-	\$ -	
Second Chance	-	0%	\$ -	-	0%	\$ -	\$ -	-	\$ -	
YouthBuild	-	0%	\$ -	-	0%	\$ -	\$ -	-	\$ -	
Vocational Rehabilitation	100	1%	\$ 1,319	67	1%	\$ 884	\$ 2,203	919	\$ 3,122	
Other Co-located Partners - Head Start	-	0%	\$ -	-	0%	\$ -	\$ -	-	\$ -	
	14,093	100%	\$ 185,887	9,407	100%	\$ 124,078	\$ 309,965	\$ 129,052	\$ 439,017	

Attachment D - Allocation Base: Square Footage

West Valley One Stop - 26,290 sq ft

	Dedicated Space	% Total Sq Ft	Dedicated Cost	Common Area	% Total Sq Ft	Common Area Cost	Rent	Utilities	WV Total	Grand Total
Adult/DW	9,786	74.0%	\$ 171,255	9,656	74.0%	\$ 168,980	\$ 340,235	\$ 39,047	\$ 379,282	\$ 711,983
Youth	2,284	17.3%	\$ 39,970	2,253	17.3%	\$ 39,428	\$ 79,398	\$ 9,111	\$ 88,508	\$ 156,548
Job Corps	-	0.0%	\$ -	-	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Native Amer	-	0.0%	\$ -	-	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
MSFW	66	0.5%	\$ 1,155	65	0.5%	\$ 1,138	\$ 2,293	\$ 263	\$ 2,555	\$ 2,555
Adult Ed	-	0.0%	\$ -	-	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Wagner-Peyser	635	4.8%	\$ 11,113	627	4.8%	\$ 10,973	\$ 22,085	\$ 2,535	\$ 24,620	\$ 56,933
Trade	-	0.0%	\$ -	-	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Veterans	66	0.5%	\$ 1,155	65	0.5%	\$ 1,138	\$ 2,293	\$ 263	\$ 2,555	\$ 5,397
SCSEP--State	-	0.0%	\$ -	-	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
SCSEP-National	-	0.0%	\$ -	-	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Career/Tech Ed	-	0.0%	\$ -	-	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
HUD E&T	-	0.0%	\$ -	-	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
CSBG E&T	-	0.0%	\$ -	-	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Second Chance	-	0.0%	\$ -	-	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
YouthBuild	-	0.0%	\$ -	-	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Vocational Rehabilitation	66	0.5%	\$ 1,155	65	0.5%	\$ 1,138	\$ 2,293	\$ 263	\$ 2,555	\$ 5,677
Other Co-located Partners - Head	330	2.5%	\$ 5,775	326	2.5%	\$ 5,705	\$ 11,480	\$ 1,318	\$ 12,798	\$ 12,798
	13,233	100%	\$ 231,578	13,057	100%	\$ 228,498	\$ 460,075	\$ 52,800	\$ 512,875	\$ 951,892

Attachment D - Allocation Base: FTE

	FTEs - EVCC	% of Total FTEs	FTE Cost - EVCC	FTEs - WVCC	% of Total FTEs	FTE Cost - WVCC	Grand Total
Adult/DW	30.67	64.57%	\$ 47,832	36.15	61.53%	\$ 54,443	\$ 102,276
Youth	8.33	17.54%	\$ 12,991	11.10	18.89%	\$ 16,717	\$ 29,708
Job Corps	-	0.00%	\$ -	-	0.00%	\$ -	\$ -
Native Amer	-	0.00%	\$ -	-	0.00%	\$ -	\$ -
MSFW	-	0.00%	\$ -	1.00	1.70%	\$ 1,506	\$ 1,506
Adult Ed	-	0.00%	\$ -	-	0.00%	\$ -	\$ -
Wagner-Peyser	6.50	13.68%	\$ 10,137	3.50	5.96%	\$ 5,271	\$ 15,408
Trade	-	0.00%	\$ -	-	0.00%	\$ -	\$ -
Veterans	1.00	2.11%	\$ 1,560	1.00	1.70%	\$ 1,506	\$ 3,066
SCSEP--State	-	0.00%	\$ -	-	0.00%	\$ -	\$ -
SCSEP-National	-	0.00%	\$ -	-	0.00%	\$ -	\$ -
Career/Tech Ed	-	0.00%	\$ -	-	0.00%	\$ -	\$ -
HUD E&T	-	0.00%	\$ -	-	0.00%	\$ -	\$ -
CSBG E&T	-	0.00%	\$ -	-	0.00%	\$ -	\$ -
Second Chance	-	0.00%	\$ -	-	0.00%	\$ -	\$ -
YouthBuild	-	0.00%	\$ -	-	0.00%	\$ -	\$ -
Vocational Rehabilitation	1.00	2.11%	\$ 1,560	1.00	1.70%	\$ 1,506	\$ 3,066
Other Co-located Partner - Head Start	-	0.00%	\$ -	5.00	8.51%	\$ 7,530	\$ 7,530
Total	47.50	100%	\$ 74,080	58.75	100%	\$ 88,480	\$ 162,560

Attachment D - Allocation Base: Direct Costs

	Basic Career Services	Indiv Career Services	Total Direct Costs
Adult/DW	\$ 2,938,776	\$ 2,323,181	\$ 5,261,957
Youth	\$ -	\$ 1,793,914	\$ 1,793,914
Job Corps	\$ -	\$ -	\$ -
Native Amer	\$ -	\$ -	\$ -
MSFW	\$ -	\$ -	\$ -
Adult Ed	\$ 95,177	\$ 31,167	\$ 126,344
Wagner-Peyser	\$ 877,605	\$ 2,270,527	\$ 3,148,132
Trade	\$ 170,780	\$ 170,780	\$ 341,560
Veterans	\$ 76,204	\$ 799,094	\$ 875,298
SCSEP--State	\$ -	\$ -	\$ -
SCSEP-National	\$ -	\$ -	\$ -
Career/Tech Ed	\$ -	\$ -	\$ -
HUD E&T	\$ -	\$ -	\$ -
CSBG E&T	\$ -	\$ -	\$ -
Second Chance	\$ -	\$ -	\$ -
YouthBuild	\$ -	\$ -	\$ -
Vocational Rehabilitation	\$ 2,173,572	\$ 1,471,545	\$ 3,645,117
Other partner - Head Start	\$ -	\$ -	\$ -
Total	\$ 6,332,114	\$ 8,860,208	\$ 15,192,322



**MEMORANDUM OF UNDERSTANDING
BETWEEN
MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD
AND
WORKFORCE INNOVATION & OPPORTUNITY ACT PARTNERS**

Contract #: **C-22-21-058-X-00**

MOU Start Date: July 1, 2020

MOU Termination Date: June 30, 2023

This Memorandum of Understanding (MOU) is entered into between the Maricopa County Board of Supervisors (“Board”); the Maricopa County Local Workforce Development Board (Local WDB), and its Workforce Innovation & Opportunity Act Partners (or “Partners” as defined herein and as are listed more specifically in Attachment A hereto)(collectively referred to as the “Parties,” and individually as “Party”).

1.0. PURPOSE

This MOU is developed to confirm the understanding of the Parties regarding the operation and management of the One Stop Centers in the Maricopa County Local Workforce Development Area (Local WDA). The Maricopa County Local WDB provides local oversight of workforce programming for the Maricopa County Local WDA. The purpose of this MOU is to define the parameters within which education, workforce, economic development, and other Partner programs and entities operating in the Maricopa County Local WDA create a seamless, customer-focused Maricopa County One Stop Center network that aligns service delivery across the board and enhances access to program services. By realizing one-stop opportunities together, Partners are able to build community-benefiting bridges, rather than silos of programmatic isolation. These partnerships will reduce administrative burden and costs and increase customer access and performance outcomes.

2.0. AUTHORITY

The Workforce Innovation and Opportunity Act (WIOA) sec. 121(c)(1) requires the Local Board, with the agreement of the Chief Elected Official (CEO), to develop and enter into a Memorandum of Understanding (MOU) between the Local Board and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local area. This requirement is further described in the Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance. Additionally, the sharing and allocation of infrastructure costs among one-stop partners is governed by WIOA sec. 121(h), its implementing regulations, and the Federal Cost

Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200.

3.0. DEFINITIONS

- 3.1. **Additional One-Stop Partners** means other participant authorized by the WDB and Board which provide employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under sec. 1148 of the Social Security Act (42 U.S.C. 1320b–19), employment and training programs carried out by the Small Business Administration, Supplemental Nutrition Assistance Program (SNAP) employment and training programs, authorized under secs. 6(d)(4) and 6(o) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4) and 2015(o)), Client Assistance Program authorized under sec. 112 of the Rehabilitation Act of 1973 (29 U.S.C. 732), programs authorized under the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), and other appropriate Federal, State, or local programs, including employment, education, and training programs provided by public libraries or in the private sector, programs providing transportation assistance, and programs providing services to individuals with substance abuse or mental health issues.
- 3.2. **ARIZONA@WORK** is the brand of the State and Local workforce development system.
- 3.3. **Chief Executive Official** means the Maricopa County Board of Supervisors, the chief elected executive officers of Maricopa County Workforce Development Area.
- 3.4. **Executive Council** means the Chair, Vice Chair, Second Vice Chair and Immediate Past Chair of the Local WDB.
- 3.5. **FERPA** means the Family Educational Rights and Privacy Act and regulations at 34 CFR 99.33 regarding the protection of educational data.
- 3.6. **Local WDB** means MCWDB, the entity accountable for oversight of the following: youth workforce development activities authorized under WIOA section 129(c); adult and dislocated worker employment and training activities under WIOA sections 134(c) and (d); employer engagement; and the One-Stop delivery system in Maricopa County.
- 3.7. **Local Workforce Development Area or Maricopa County Workforce Development Area** means the geographic area including Maricopa County, Arizona.
- 3.8. **One-Stop Delivery System** means 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. One-stop Partners administer separately funded programs as a set of integrated streamlined services to customers.
- 3.9. **One Stop Centers** means the Job Centers located at:
- 3.9.1. 735 N. Gilbert Road, Gilbert, AZ 85234
- 3.9.2. 4425 W. Olive Ave., Suites 190 & 200, Glendale AZ 85302.
- 3.10. **Personally Identifiable Information or PII** means information that can be used to distinguish or trace an individual's identify, either alone or when combined with

other personal or identifying information that is linked or linkable to a specific individual

3.11. **Vocational Rehabilitation or VR** means the program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C.720 et seq.), as amended by WIOA title IV;

3.12. **Required One-Stop Partners** includes, but is not limited to the following programs under the Department of Labor; the Department of Education; the Department of Housing and Urban Development and the Department of Health and Human Services:

3.12.1. Department of Labor

3.12.1.1. WIOA title I programs: Adult, Dislocated Worker, and Youth formula programs;

3.12.1.2. Job Corps;

3.12.1.3. Youth Build;

3.12.1.4. Native American programs;

3.12.1.5. Migrant Seasonal Farmworkers (MSFW) that includes the National Farmworker Jobs Program (NFJP);

3.12.1.6. Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III;

3.12.1.7. Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965;

3.12.1.8. Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974;

3.12.1.9. Unemployment Compensation (UC) programs;

3.12.1.10. Jobs for Veterans State Grants (JVSG) programs authorized under chapter 41 of title 38, U.S.C.;

3.12.1.11. Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO)) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169;

3.12.1.12. The State Vocational Rehabilitation (VR) Services program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C.720 et seq.), as amended by WIOA title IV;

3.12.2. Department of Education

3.12.2.1. Adult Education and Family Literacy Act (AEFLA) program, authorized under WIOA title II;

3.12.2.2. Career and technical education programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins);

3.12.2.3. The State Vocational Rehabilitation (VR) Services program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C.720 et seq.), as amended by WIOA title IV;

- 3.12.3. Department of Housing and Urban Development
 - 3.12.3.1. Employment and training programs;
- 3.12.4. Department of Health and Human Services
 - 3.12.4.1. Employment and training activities carried out under the Community Services Block Grant (CSBG) programs (42 U.S.C. 9901 et seq.); and
 - 3.12.4.2. Temporary Assistance for Needy Families (TANF) program authorized under part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.), unless exempted by the Governor under 20 CFR 678.405(b).
- 3.13. **Unemployment Insurance or "UI"** means the Federal-State unemployment compensation (UC) program, created by the Social Security Act (SSA) of 1935, offers the first economic line of defense against the effects of unemployment.
- 3.14. **Workforce Innovation & Opportunity Act Partners or Partners** means:
 - 3.14.1. Maricopa County Human Service Department an administrator of the Title I.B Programs in the Local WDB;
 - 3.14.2. Maricopa County Adult Education Providers who administer Title II Programs;
 - 3.14.3. Department of Economic Security which administers Title III Programs under the Wagner-Peyser Act and Vocational Rehabilitation programs under Title IV; and
 - 3.14.4. Such other required or additional entities, as may become Partners to this MOU, as service delivery is established in the Local Workforce Area and at the discretion of the Local Board.

4.0. **TERM**

The term of this MOU is July 1, 2020 through June 30, 2023, unless terminated earlier as described herein. This MOU will become effective upon execution of the parties. This agreement will be reviewed and renewed not less than once every three-year period.

5.0. **RECONCILIATION OF INFRASTRUCTURE FUNDING AGREEMENT**

The MOU and the Infrastructure Funding Agreement (IFA) will be reviewed at minimum an annual basis by the MCWDB staff and the MC Fiscal Agent. This annual review and any required changes will be completed prior to the beginning of the new program year (July 1st). The annual review will include the validation of budgeted costs, and a subsequent adjustment based upon actual data. If all actual costs are not reconciled prior to the new program year (July 1st), an additional reconciliation for the prior program year will occur no later than December 31st.

6.0. **AMENDMENT**

The Parties may amend this MOU by written agreement. Any signatory of this document may submit a 120-days' notice of intent to amend, modify or terminate this MOU except as otherwise provided in paragraph 6.0. Such requests shall be submitted in writing to the MCWDB Executive Director and is subject to the review and approval of the Partners.

7.0. TERMINATION

- 7.1. This MOU may be terminated if:
 - 7.1.1. All parties mutually agree to terminate this MOU prior to the end date.
 - 7.1.2. Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
 - 7.1.3. WIOA is repealed or superseded by a subsequent federal law.
 - 7.1.4. Local area designation is changed under WIOA.
 - 7.1.5. A party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the Local WDB specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.
- 7.2. In the event of termination for breach, the Parties to the MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed

8.0. SHARED RESPONSIBILITIES

Partners shall:

- 8.1. At a minimum, the Partners will make available, as applicable to their programs, and consistent with and coordinated via the One Stop Delivery System the services more specifically identified in Attachment B. Additional services may be provided on a case by case basis and with the approval of the Local WDB and the Chief Executive Officials.
- 8.2. Participate as members of the ARIZONA@WORK Maricopa County Workforce Development Board Workgroup which is composed of partner representatives and meet on a regular basis to ensure compliance with the terms of the MOU.
- 8.3. Ensure Universal Access to One Stop Centers: All customers, including those with barriers to employment, will have access to services at each One-Stop Center, designed to provide information to make career and labor market decisions. Methods to ensure that the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the one-stop delivery system.
- 8.4. Comply with the One-Stop System Approach: All customers may explore work readiness preparation, foundational education, and career development services, while having access to information on a range of employment, training, and occupational programs. Services will be made available through the One-Stop Centers, WIOA

- Partner programs, or technology based services. Access to technology will be further developed.
- 8.5. Respect the Individual Choice of Customers and Clients seeking assistance: Customers will be provided with information and have access to career, skill, employment, education, and training information to enhance employment opportunities, based on individual needs, and build on the advice and coaching provided by One-Stop Center staff and Partners.
 - 8.6. Work to Strengthen Regional Workplace Skills and Economic Development: The ARIZONA@WORK System, working in partnership with Economic Development entities, strengthens the regional area workplace skills and enhances the economic development of the area.
 - 8.7. Operate Effectively: All Customers will have access to an efficient and comprehensive system that enhances the participation of employers and job seekers' served through the system, and does not duplicate services.
 - 8.8. Comply with:
 - 8.8.1. Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
 - 8.8.2. Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
 - 8.8.3. Section 504 of the Rehabilitation Act of 1973, as amended,
 - 8.8.4. The Americans with Disabilities Act of 1990 (Public Law 101-336),
 - 8.8.5. The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
 - 8.8.6. Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
 - 8.8.7. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
 - 8.8.8. Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
 - 8.8.9. The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
 - 8.8.10. all amendments to each, and
 - 8.8.11. all requirements imposed by the regulations issued pursuant to these acts.
 - 8.9. Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section above,
 - 8.10. Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and
 - 8.11. Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this MOU.

- 8.12. The Local WDB, or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:
- 8.12.1. Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,
 - 8.12.2. Those laws, regulations, and policies are enforced properly,
 - 8.12.3. Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
 - 8.12.4. Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
 - 8.12.5. Appropriate procedures and internal controls are maintained, and record retention policies are followed, and
 - 8.12.6. All MOU terms and conditions are fulfilled.
- 8.13. All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

9.0. RESPONSIBILITIES OF THE BOARD AS CHIEF OPERATING OFFICIALS

- 9.1. In Partnership with the Local WDB and other applicable Partners within the planning region, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by all Local WDBs and their Partners, and that incorporates plans for each of the Local areas in the planning region,
- 9.2. Approve the Local WDB budget and workforce center cost allocation plan,
- 9.3. Approve the selection of the one-stop operator following the competitive procurement process, and
- 9.4. Coordinate with the Local WDB to oversee the operations of the Local WDA One Stop Centers.

10.0. RESPONSIBILITIES OF THE LOCAL WDB

The Local WDB ensures the workforce-related needs of employers, workers, and job seekers in the Local WDA and/or the region are met, to the maximum extent possible with available resources. The Local WDB will, at a minimum:

- 10.1. In Partnership with the Chair, the Board and other applicable Partners within the Local WDA, develop and submit a Local WDA plan that includes a description of the activities that shall be undertaken by the Local WDB and its Partners, and that aligns its strategic vision, goals, objectives, and workforce-related policies to the regional plan and economy,
- 10.2. In Partnership with the CEO and other applicable Partners within the planning region, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by all Local WDBs and their Partners, and that incorporates plans for each of the Local areas in the planning region,
- 10.3. In collaboration and Partnership with the CEO and other applicable Partners within the planning region, develop the strategic regional vision, goals, objectives, and workforce-related policies,

- 10.4. In cooperation with the Local CEO and the other Local WDBs within the regional area, design and approve the American Job Center network structure. This includes, but is not limited to:
 - 10.4.1. Adequate, sufficient, and accessible one-stop center locations and facilities,
 - 10.4.2. Sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities),
 - 10.4.3. A holistic system of supporting services, and
 - 10.4.4. One or more competitively procured one-stop operators.
- 10.5. In collaboration with the CEO, designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator(s),
 - 10.5.1. Determine the role and day-to-day duties of the one-stop operator,
 - 10.5.2. Approve annual budget allocations for operation of the American Job Center network,
 - 10.5.3. Help the one-stop operator recruit operational Partners and negotiate MOUs with new Partners,
 - 10.5.4. Leverage additional funding for the American Job Center network to operate and expand one-stop customer activities and resources, and
 - 10.5.5. Review and evaluate performance of the Local WDA and one-stop operator.

11.0. RESPONSIBILITIES OF THE LOCAL WDB STAFF

Local WDB Staff shall:

- 11.1. Assist the CEO and the Local WDB with the development and submission of a single regional plan,
- 11.2. Support the Local WDB with the implementation and execution of the regional vision, goals, objectives, and workforce-related policies, including all duties outlined above,
- 11.3. Provide operational and grant-specific guidance to the one-stop operator,
- 11.4. Investigate and resolve elevated customer complaints and grievance issues,
- 11.5. Prepare regular reports and recommendations to the Local WDB, and
- 11.6. Oversee negotiations and maintenance of MOUs with one-stop Partners.

12.0. RESPONSIBILITIES OF PARTNERS

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

- 12.1. Partners will further promote system integration to the maximum extent feasible through:
 - 12.1.1. Effective communication, information sharing, and collaboration with the one-stop operator,
 - 12.1.2. Joint planning, policy development, and system design processes,
 - 12.1.3. Commitment to the joint mission, vision, goals, strategies, and performance measures,

- 12.2. The design and use of common intake, assessment, referral, and case management processes,
- 12.3. The use of common and/or linked data management systems and data sharing methods, as appropriate,
- 12.4. Leveraging of resources, including other public agency and non-profit organization services,
- 12.5. Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- 12.6. Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

13.0. OPERATING COSTS AND PROPORTIONATE USE AND RELATIVE BENEFIT FOR ALLOCATION OF COSTS

13.1 Both the Infrastructure and Shared Services Costs for Career Services are funded through the partners according to Attachment D of the IFA.

13.2 The Maricopa County Local Workforce Development Area selected four different allocation bases (as outlined in Attachment D of the IFA) to determine overall Partner Contributions. This was done 1) to remedy the imbalance of non-physically represented Partners, and 2) to comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the one-stop centers and relative benefit received.

14.0. DATA SHARING

- 14.1. Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.
- 14.2. Partners further agree that the collection, use, and disclosure of Customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.
- 14.3. All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:
 - 14.3.1. Customer PII will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII.
 - 14.3.2. The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
 - 14.3.3. All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
 - 14.3.4. All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
 - 14.3.5. Customer data may be shared with other programs, for those programs' purposes, within the American Job Center network only after the informed written consent of the individual has been obtained, where required.

- 14.3.6. Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- 14.3.7. All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).
- 14.4. All one-stop center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

15.0. CONFIDENTIALITY

- 15.1. All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all of the other Parties.
- 15.2. Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.
- 15.3. Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.
- 15.4. To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.
- 15.5. With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.
- 15.6. With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

16.0. REFERRALS

- 16.1. The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree to:
- 16.2. Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the Local WDA One Stop Center network,
- 16.3. Develop materials summarizing their program requirements and making them available for Partners and customers,
- 16.4. Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- 16.5. Provide substantive referrals – in accordance with the Local WDA Referral Policy to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- 16.6. Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- 16.7. Commit to robust and ongoing communication required for an effective referral process, and
- 16.8. Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

17.0. ACCESSIBILITY

- 17.1. Accessibility to the services provided by the One Stop Centers and all Partner agencies is essential to meeting the requirements and goals of the Once Stop Center. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.
 - 17.1.1. One-stop centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, high traffic, and accessible location, taking into account reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an "equal and meaningful" manner providing access for individuals with disabilities.
 - 17.1.2. The Local WDB will work with the Arizona State Workforce Development Board (State WDB) to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information.

- 17.1.3. Partners should either have their own web presence via a website and/or the use of social media, or work out a separate agreement with the Local WDB to post content through its website.
- 17.1.4. Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All Partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.
- 17.1.5. All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All Partners will cooperate with compliance monitoring that is conducted at the Local level to ensure that all One Stop Center programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices must be available to ensure physical and programmatic accessibility within the One Stop Center network.

18.0. OUTREACH

The Local WDB and its Partners will develop and implement a strategic outreach plan that will include, at a minimum:

- 18.1. Specific steps to be taken by each partner,
- 18.2. An outreach plan to the region's human resources professionals,
- 18.3. An outreach and recruitment plan to the region's job seekers, including targeted efforts for populations most at-risk or most in need,
- 18.4. An outreach and recruitment plan for out-of-school youth,
- 18.5. Sector strategies and career pathways,
- 18.6. Connections to registered apprenticeship,
- 18.7. A plan for messaging to internal audiences,
- 18.8. An outreach tool kit for Partners,
- 18.9. Regular use of social media,
- 18.10. Clear objectives and expected outcomes, and
- 18.11. Leveraging of any statewide outreach materials relevant to the region.

19.0. DISSOLUTION RESOLUTION

19.1. It is expected that Partners will participate in decision-making by consensus. Partners will first meet to seek resolution, if consensus cannot be reached. If the matter cannot be resolved, the parties to the issue shall summarize the issue in writing and submit it to the MCWDB Executive Committee for mediation. All impacted MCWDB Executive Committee members must recuse themselves if they are a party to the conflict. If recusals result in lack of quorum for the MCWDB Executive Committee, the remaining members of the MCWDB Executive Committee will select a standing MCWDB member to meet quorum and fulfill the role for purposes of mediation. All decisions will be made within a period of 10 business days, and provided to the conflicted parties in writing. Where resolution cannot be reach, the MCWDB will seek technical assistance from the AZ Department of Economic Security.

20.0. NON DISCRIMINATION AND EQUAL OPPORTUNITY

- 20.1. All Parties to this MOU certify that they prohibit, and will continue to 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.
- 20.2. 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.

21.0. INDEMNIFICATION

All Parties to this MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this MOU shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non-State, for the consequences of any act or omission of any third party. The Parties acknowledge the Local WDB and the one-stop operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the Local WDB or the one-stop operator.

22.0. INSURANCE

20.1 The Party shall procure and maintain the insurance requirements herein until all of their obligations have been discharged and any warranty periods under this MOU are satisfied, including insurance for claims for bodily injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Party, its agents, representatives, employees.

20.2 The insurance requirements herein are minimum requirements for this MOU and in no way limit the indemnity covenants contained in this MOU. The County and State of Arizona in no way warrant that the minimum limits contained herein are sufficient to protect the MOU or from liabilities that might arise out of the performance of the work under this MOU by the Party, his agents, representatives, employees or subcontractors, and the Party and any subcontractors are free to purchase additional insurance.

20.3 **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The Party shall provide coverage with limits of liability not less than those stated below.

20.3.1 Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury liability and broad form contractual liability.

General Aggregate	\$2,000,000
Blanket Contractual Liability – Written	\$1,000,000
Fire Legal Liability	\$ 50,000
Each Occurrence	\$1,000,000
Sexual Abuse/Molestation	\$1,000,000

The policy shall be endorsed to include coverage for sexual abuse and molestation.

20.3.2 The policy shall be endorsed to include the following as additional insured: *“Maricopa County and the State of Arizona, their departments, agencies, boards, commissions, and their officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Party”.*

20.3.3 Policy shall contain a waiver of subrogation against Maricopa County, the State of Arizona and their departments, agencies, boards, commissions, and their officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Party.

20.3.4 This requirement may be satisfied with a policy combining General and Excess/Umbrella Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

20.3.5 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this MOU.

Combined Single Limit (CSL)	\$1,000,000
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The policy shall be endorsed to include the following as additional insured: *“Maricopa County and the State of Arizona, their departments, agencies, boards, commissions, and their officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Party, involving automobiles owned, leased, hired or borrowed by the Party”*.

Policy shall contain a waiver of subrogation against Maricopa County and the State of Arizona, their departments, agencies, boards, commissions, and their officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Party.

This paragraph, Business Automobile Liability, shall not be applicable in the event Party does not utilize a vehicle in any manner in the performance of this MOU or if the utilization is used only for commuting purposes. In the event the Party subsequently utilizes the vehicle in the performance of the MOU or utilizes it for other than commuting purposes, this paragraph, Business Automobile Liability, shall be fully applicable, effective the date the utilization is changed.

20.3.6 Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation against Maricopa County and the State of Arizona, their departments, agencies, boards, commissions, and their officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Party.

20.3.7 Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
Sexual Abuse/Molestation	\$1,000,000

20.3.8 In the event that the professional liability insurance required by this MOU is written on a claims-made basis, the Party warrants that any retroactive date under the policy

shall precede the effective date of this MOU; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this MOU is completed.

20.3.9 The policy shall cover wrongful acts, errors and omissions committed by the Party or its employees while performing professional services under this MOU.

20.3.10 ADDITIONAL INSURANCE REQUIREMENTS: The policies, except Worker's Compensation and Professional Liability insurance, are to contain, or be endorsed to contain, the following provisions:

20.3.10.1 Maricopa County, the State of Arizona, and their respective departments, agencies, boards, commissions, and their respective officers, officials, agents, and employees and the Party if subcontractor(s) is/are used shall be additional insureds to the full limits of liability purchased by the Party or any subcontractor(s), even if those limits of liability are in excess of those required by the MOU.

20.3.10.2 The Party's and its subcontractors' insurance coverage shall be primary insurance with respect to all other available sources.

20.3.10.3 The Party's and its subcontractors' insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the subcontractors shall not limit their liability assumed under the indemnification provisions of their contracts with the Party.

20.3.11 NOTICE OF CANCELLATION: With the exception of (10) days prior written notice of cancellation for non-payment of premium,, the insurance policies required above, except for the professional liability policy, shall contain a provision that (30) days prior written notice of cancellation or non-renewal shall be sent by insurers to Maricopa County. Such notice shall be sent directly to the certificate holder on file.

20.3.12 ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A VII. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Party from potential insurer insolvency.

20.3.12.1 If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirement listed in this MOU. If the Party or it Subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the MOU or Party's Subcontract would be

considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

20.3.12.2 Party or subcontractors submitting Certificates of Insurance identifying SSCIP, AMRRP, or another approved insurance pool will be considered as meeting the insurance requirements including those related to sexual abuse and molestation.

20.3.13 VERIFICATION OF COVERAGE: Party shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this MOU. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

20.3.13.1 All certificates and required endorsements are to be received and approved by Maricopa County before work commences. Each insurance policy required by this MOU must be in effect at or prior to commencement of work under this MOU and remain in effect for the duration of the MOU's term. Failure to maintain the insurance policies as required by this MOU, or to provide evidence of renewal, is a material breach of contract.

20.3.13.2 All certificates required by this MOU shall be sent directly to Office of Procurement Services and MCWDB (Attn: Executive Director), 234 N. Central Avenue, Ste. 3000, Phoenix, AZ 85004. The County's Contract number is to be noted on the certificate of insurance. The County reserves the right to require complete, copies of any affected insurance policies required by this MOU in the event of a claim occurring.

20.3.14 APPROVAL: Any modification or variation of these Insurance Requirements under this MOU must have prior approval from the Office of Procurement Services, whose decision shall be final.

20.3.15 EXCEPTIONS: The Insurance Requirements do not apply to Parties which are public entities. A public entity for the purposes of this MOU means the State or a political subdivision of the State which is self-insured via a risk pool. Public entities shall provide a certificate of self-insurance at the request of the County.

23.0. BACKGROUND CHECKS FOR EMPLOYMENT THROUGH CENTRAL REGISTRY:

23.1. The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this MOU.

23.2. The Party shall conduct Central Registry Background Checks on all employees. The information contained in the Central Registry will be used as a factor to determine qualifications for positions that provide direct service to juveniles, children or vulnerable adults as follows:

23.3. Any person, their employees or volunteers who apply for a MOU with MCHSD; or

- 23.3.1. All employees of the Party; or
- 23.3.2. A subcontractor of the Party and the subcontractor's employees; and
- 23.3.3. Prospective employees of the Party or its subcontractor at the request of the prospective employer.
- 23.3.4. Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 23.3.5. 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.
- 23.3.6. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults under this MOU, 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.
- 23.3.7. A person awaiting receipt of the Central Registry Background Check may provide direct services to clients after completion and submittal of the Direct Service Position certification form if the certification states:
 - 23.3.7.1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
 - 23.3.7.2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding. The Certification for Direct Service Position is located at: <https://des.az.gov/documents-center?qt-content-tab=0> in search by name field enter "Background" and select DDD-1703A
- 23.3.8. If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services under this MOU.
- 23.3.9. The Party shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the MOU.
- 23.3.10. Upon request the Party shall make available and provide valid Background Check information to the County.

24.0. FINGERPRINTING

- 24.1. The Party shall comply with the Provisions of A.R.S. § 46-141 as may be amended.
- 24.2. The Party shall comply with, and shall ensure that all Party's employees, independent contractor, subcontractors, volunteers and other agents 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 MOU performance.

24.3. Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but 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 provisions of this MOU. The Party 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 MOU performance.

24.4. To the extent A.R.S. §§ 46-141 is applicable to MOU performance or the services provided under this MOU, the following provisions apply:

24.4.1. Personnel who are employed by the Party, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within (7) seven working days of employment.

24.4.2. Except as provided in A.R.S. § 46-141, this MOU may be cancelled or terminated immediately if a person employed by the Party and who has contact with juveniles certifies pursuant to the provisions of A.R.S § 46-141 (as may be amended) that the person 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.

24.4.3. Upon request the Party shall make available valid Fingerprinting information to the County.

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

25.1. By entering into the MOU, the Party 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 Party 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 MOU. The Party and its 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 MOU 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.

25.1.1. The County retains the legal right to inspect the Party and subcontractor employee documents performing work under this MOU to verify compliance with paragraph 23.1.1 of this Section. The Party 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 Party or any of its subcontractors are not in compliance, the County will consider this a material breach of the MOU and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the MOU for default, and suspension and/or debarment of the Party. All costs necessary to verify compliance are the responsibility of the Party.

26.0. SEVERABILITY

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

27.0. DRUG AND ALCOHOL-FREE WORKPLACE

All Parties to this MOU 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 must 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.

28.0. DEBARMENT AND SUSPENSION

All Parties shall comply with the debarment and suspension requirements (E.O.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

29.0. CERTIFICATION REGARDING LOBBYING

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

30.0. PRIORITY OF SERVICE

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as

individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

31.0. BUY AMERICAN PROVISION

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) 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).

32.0. SALARY COMPENSATION AND BONUS LIMITATIONS

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; 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.

33.0. NON ASSIGNMENT

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

34.0. GOVERNING LAW

This MOU will be construed, interpreted, and enforced according to the laws of the State of Arizona. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.

35.0. ENTIRE MOU, MODIFICATION, ASSIGNMENT AND COUNTERPARTS.

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

36.0. NOTICES

All notices to a Party (each a "Notice") will be in writing, will refer specifically to this MOU and will be hand delivered or sent by express courier service, costs prepaid to the respective address specified below (or to such other address as may be specified by Notice to the other Party):

If to the Local WDB to: Executive Director
 Maricopa County Workforce Development Board
 At the Address listed in IFA Attachment A

If to the Board to: Maricopa County Board of Supervisors
 At the Address listed in IFA Attachment A

If to a Partner to: The name and address listed on the attach Attachment A.

Such Notice will be deemed to be duly provided when received if sent by courier service or when delivered if transmitted by hand delivery.

37.0. SURVIVAL.

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

(Remainder of page intentionally left blank, signatures to follow on the next page)

By signing below I certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature also certifies my understating of the terms outlined herein and agreement with this MOU and I certify that I have the legal authority to bind my agency (outlined below) to the terms of this MOU.

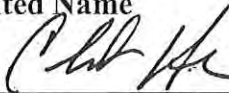
CEO: Maricopa County Board of Supervisors

CLINT HICKMAN

CHAIRMAN BOARD OF SUPERVISORS

Printed Name

Title




Date NOV 02 2020

**Clint Hickman, Chief Lead Elected Official
Maricopa County Board of Supervisors**

Attested to:

Approved as to Form:

 NOV 02 2020
Fran McCarroll **Date**

 11-2-2020
Deputy County Attorney **Date**

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Maricopa County Workforce Development Board

Matthew A. McGuire

Interim Chairman

Printed Name

Title

Matthew A. McGuire

10/30/2020

**Chair of Maricopa County Workforce
Development Board Signature**

Date

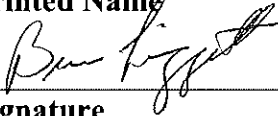
Agency Name

Agency Contact Information

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Partner Name: Maricopa County Human Services Department

Bruce Liggett	Director
Printed Name	Title
	11/2/20
Signature	Date

Maricopa County Human Services Department
Agency Name

Bruce.Liggett@maricopa.gov
Agency Contact Information

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Partner Name: WIOA Title II, Adult Education Services

Sheryl Hart	State Director of Adult Education
Printed Name Sheryl Hart	Title
<small>Digitally signed by Sheryl Hart Date: 2020.10.02 07:54:34 -0700'</small>	
Signature	Date
Arizona Department of Education	
Agency Name	
AdultEdServices@azed.gov	
Agency Contact Information	

By signing below I certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

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Partner Name: WIOA Title II, Adult Education Services

Steven Paulson	ADE Chief Procurement Officer
Printed Name	Title
Steven Paulson <small>Digitally signed by Steven Paulson Date: 2020.10.02 09:36:21 -07'00'</small>	10/02/2020
Signature	Date
Arizona Department of Education	
Agency Name	
AdultEdServices@azed.gov	
Agency Contact Information	

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Partner Name: Title III, TAA, JVSG

Printed Name: CHEVERA TRILLO

Title: Administrator

Signature: *Chevera Trillo*

Date : 10.20.2020

Agency Name : DES/DERS/Workforce Administration

Agency Contact Information: ctrillo@azdes.gov

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Partner Name: Title IV - Vocational Rehabilitation

Kristen Mackey	Administrator
Printed Name	Title
<i>Kristen Mackey</i>	10/20/2020
Signature	Date

Department of Economic Security/Rehabilitation Services Administration

Agency Name

Kristen Mackey, kmackey@azdes.gov, 480-665-6736

Agency Contact Information

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Partner Name: Arizona Department of Education/Career and Technical Education

Cathie Raymond

Deputy Associate Superintendent

Printed Name

Title

Cathie Raymond

September 29, 2020

Signature

Date

Arizona Department of Education

Agency Name

Cathie.raymond@azed.gov

Agency Contact Information

By signing below I certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

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Partner Name: National Farmworker Jobs Program

Arzi Hogan Deputy CEO
Printed Name **Title**

Arzi Hogan 9/25/20
Signature **Date**

PPEP, Inc.
Agency Name

520-770-2500 khogane@ppep.org
Agency Contact Information

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Partner Name: AARP Foundation

Demetri Antzoulatos

VP, Finance, Grants, Operations

Printed Name

Demetri Antzoulatos

Title

10/14/2020

Signature

Date

AARP Foundation

Agency Name

dgantzoulatos@aarp.org

Agency Contact Information