



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

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

Thursday, January 18, 2024 – 9:30 a.m.

<https://www.gotomeet.me/MaricopaCountyWDB>

Phone: +1 (872) 240-3212; Access Code/Meeting ID: 167-097-701

The Agenda for the meeting is as follows:

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

1. Call to order.

2. Roll Call.

3. Welcome, Opening Remarks, and Meeting Objectives.

Meeting Objectives:

1. Discuss the following reports and consider the recommendation to approve them:
 - Fiscal Report
 - Modifications to the Memorandum of Understanding/Infrastructure Agreement
 - One Stop Operator Performance Update
 - One Stop Operator Procurement Process
 - MCWDB Intent to Bid
 2. Understand the timeline and process for the 2025-2027 Local Plan Timeline
 3. See a demonstration of the new Workforce Development Dashboard capabilities and learn how you may use them as Board members.
-

4. Consent Agenda.

For Possible Action.

The Committee 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 Committee asks to remove the item from the consent agenda.

- a. Meeting Minutes: November 14, 2023*
 - b. Monthly Careers Pathway Strategist Report*
 - c. Jobs Report*
 - d. One-Stop Operator Monthly Report*
-

5. Chair Report.

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.

6. Information/Discussion/Possible Action.

- a. Fiscal Report*
 - b. Memorandum of Understanding/Infrastructure Agreement (MOU/IFA) Six-Month Renewal*
 - c. One-Stop Operator Performance Update*
 - d. One-Stop Operator Procurement Process*
 - e. MCWDB Intent to Bid*
-

7. Information/Discussion Only.

- a. 2025-2027 Local Plan Timeline and Process*
 - b. Workforce Development Dashboard*
-

8. Call to Public.

9. Adjourn.

NEXT MEETING: March 21, 2024

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

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Consent Agenda.

Meeting Minutes



MINUTES OF PUBLIC MEETING OF THE MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD
Executive Committee

Tuesday, November 14, 2023 – 10:00 a.m.

<https://www.gotomeet.me/MaricopaCountyWDB>

Phone: +1 (872) 240-3212; Access Code/Meeting ID: 167-097-701

Members Present: Leah Hill, Bonnie Schirato, Joe Veres, Loren Granger, and Shawn Hutchinson
(Note: All members present attended via GoTo meeting)

Members Absent:

MEETING

1. **Call to Order.**

Chair Leah Hill called the meeting to order at 10:02 a.m. and requested a roll call vote.

2. **Roll Call.**

MCWDB Board Liaison Deseret Romero took roll call. A quorum was present.

3. **Welcome and Opening Remarks.**

Chair Hill welcomed everyone and read the Maricopa County Workforce Development Board's Vision and Values.

4. **Consent Agenda.**

- a. Meeting Minutes: August 3, 2023
- b. Monthly Careers Pathway Strategist Reports
- c. FY24 MCWDB 1st Quarter Report
- d. Title IB 1st Quarter Report

MOTION: Chair Hill asked for a motion to approve the Consent Agenda as presented. Shawn Hutchinson made a motion; Bonnie Schirato seconded the motion.

Chair Hill called for an all-in favor vote:

In Favor: Leah Hill, Bonnie Schirato, Joe Veres, and Shawn Hutchinson

Opposed: None

Abstained: None

Motion passed.

5. **Chair Report.**

Chair Hill provided a brief Chair Report, highlighting the following.

- State Workforce Update

- Governor’s Build It Arizona Program
- 2024 Minimum Wage Increase (\$0.50 increase)
- Committee Updates
 - Regional Workforce Initiatives Committee
 - Committee hosted the first committee meeting with great discussion on the focus and development of the Committee.
 - Youth Committee
 - Opportunity to focus on apprenticeships with the increased traction for apprenticeships.

6. Informational/Discussion/Possible Action.

a. FY25 MCWDB Budget Recommendation

MCWDB Executive Director Steve Clark, provided a brief overview of the FY25 MCWDB Budget Recommendation. Below are a few highlights from Mr. Clark’s overview.

FY25 MCWDB Budget Recommendation	
\$95,396 Budget Reduction	An annual reduction in allocations is expected in the upcoming fiscal year.
Regular Salaries	Includes a 5% merit increase
Contracts (One-Stop Operator)	Funding is redistributed within the budget. Exploring best-in-class ideas for the One-Stop Operator
Next Steps	Will seek December 2023 MCWDB Full Board approval, moving forward for annual Board of Supervisors approval in early spring.

MOTION: Chair Hill asked for a motion to approve the FY25 MCWDB Budget Recommendation as presented. Joe Veres made a motion; Shawn Hutchinson seconded the motion.

The Committee posed no questions.

Chair Hill called for an “all in favor” vote:

In Favor: Leah Hill, Bonnie Schirato, Joe Veres, and Shawn Hutchinson

Opposed: None

Abstained: None

Motion passed.

b. Service Provider Agreement

MCWDB Management Analyst Nancy Avina provided a detailed presentation of the Service Provider Agreement (SPA) renewal recommendation. Below are the highlights of the presentation.

Service Provider Agreement Renewal Recommendation	
SPA Background	<ul style="list-style-type: none"> - SPA Purpose - Renew and approval – 3-years - Renewal Term: Date Signed – 12.31.2026
Summary of Revisions	<ul style="list-style-type: none"> - Updated agreement term - Confirmed alignment with Arizona Workforce Council policy - Spelling, grammar, punctuation, and format revisions - Incorporated leadership and attorney feedback
Agreement Processing Timeline	<p><u>COMPLETE</u> <u>IN PROGRESS</u></p> <ul style="list-style-type: none"> - MCWDB staff redline revisions

	<ul style="list-style-type: none"> - Maricopa County leadership review - Maricopa County Attorney review 	<ul style="list-style-type: none"> - MCWDB Executive Committee approval to move forward to - MCWDB Full Board - MCWDB Full Board approval - Board of Supervisors' approval
Next Steps	<ul style="list-style-type: none"> - 12/2023 Full Board Approval - 12/2023 Board of Supervisors Approval 	

The Committee posed no questions.

MOTION: Chair Hill asked for a motion to approve the Shared Governance Agreement as presented. Bonnie Schirato made a motion; Joe Veres seconded the motion.

Chair Hill called for an “all in favor” vote:

In Favor: Leah Hill, Bonnie Schirato, Joe Veres, Loren Granger, and Shawn Hutchinson

Opposed: None

Abstained: None

Motion passed.

c. One-Stop Operator Contract Renewal

MCWDB Management Analyst Nancy Avina provided a detailed presentation of the One-Stop Operator renewal recommendation. Below are the highlights of the presentation.

One-Stop Operator Contract Renewal Recommendation	
One-Stop Operator	<ul style="list-style-type: none"> - Equus Workforce Solutions - Contract expires 12.31.2023 - Continued Performance Assessment Review - Issuance of Notice of Concern requesting Equus come into compliance with the scope of work and terms of the contract with corrective action plan.
Recommendation	<ul style="list-style-type: none"> - 6-Month Renewal (1.01.24 – 6.31.2024) - Opportunity for Equus to comply with the corrective action plan. - Opportunity to explore best-in-class OSO ideas
Next Steps	<ul style="list-style-type: none"> - 12/2023 Full Board Approval - 12/2023 Letter of Renewal submitted to Office of Procurement Services (OPS)

The following questions and comments were provided by the Committee.

Question/Comment	Response/Comments
What is the vetting process for the OSO contract?	<ul style="list-style-type: none"> - WIOA requires a procurement process - Staff creates and provides a scope of work to the Office of Procurement Services (OPS) - OPS presents an RFP to the eligible vendors - The RFP is advertised to ensure transparency - Selection committee reviews the submitted bids for the selection of the best bid

Is there an opportunity for Equus to correct the performance issues?	Yes, a performance assessment has been created by staff that breaks down each section of the contract that needs correction. The performance assessment has been shared with Equus and OPS. A response was received a few minutes prior to this meeting.
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MOTION: Chair Hill asked for a motion to approve the One-Stop Operator Contract Renewal as presented. Shawn Hutchinson made a motion; Joe Veres seconded the motion.

Chair Hill called for an “all in favor” vote:

In Favor: Leah Hill, Bonnie Schirato, Joe Veres, Loren Granger, and Shawn Hutchinson

Opposed: None

Abstained: None

Motion passed.

d. US Department of Labor Report and Response Plan

MCWDB Executive Director Steve Clark will provide an update on the Monitoring Report received from US Department of Labor and the proposed Response Plan. Below are the highlights of the presentation.

US Department of Labor Report and Response Plan																	
DOL/ETA Summary	Grants/Program Review Time Period Covered Purpose Entities Involved																
Findings Summary	<table border="1"> <thead> <tr> <th data-bbox="487 1018 893 1050"><u>FINDINGS</u></th> <th data-bbox="893 1018 1528 1050"><u>CORRECTIVE ACTION</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="487 1050 893 1192">Finding #2: LWDB’s Noncompliant Sunshine Provision</td> <td data-bbox="893 1050 1528 1192">Ensure compliance with sunshine provision requirement</td> </tr> <tr> <td data-bbox="487 1192 893 1306">Finding #3: Noncompliant Stevens Amendment</td> <td data-bbox="893 1192 1528 1306">Include notice of federal funding; Train staff in funding disclosure process/requirements</td> </tr> <tr> <td data-bbox="487 1306 893 1520">Finding #4: Lack of One-Stop Center Assessments & Missing AJC Branding Requirements</td> <td data-bbox="893 1306 1528 1520">Provide Regional Office with documentation – completed one-stop assessments and certifications; EV-Provide signage exterior and front entrances; Implement provision of UI</td> </tr> <tr> <td data-bbox="487 1520 893 1633">Finding #6: Noncompliant OSO Procurement</td> <td data-bbox="893 1520 1528 1633">Confirm zero cost solicitations; Resubmit fully-compliant bids</td> </tr> <tr> <td data-bbox="487 1633 893 1738">Finding: #7: Noncompliant Sub-Award Agreement</td> <td data-bbox="893 1633 1528 1738">Update contracts for sub-recipients; Update policies and procedures</td> </tr> <tr> <td data-bbox="487 1738 893 1843">Finding #10: ADA Accessibility at One Stops</td> <td data-bbox="893 1738 1528 1843">Make corrections; Ensure accessibility; Submit documentation</td> </tr> <tr> <td data-bbox="487 1843 893 1915">Finding #11: Insufficient MOU</td> <td data-bbox="893 1843 1528 1915">Update complaint process including appeals; Submit for approval</td> </tr> </tbody> </table>	<u>FINDINGS</u>	<u>CORRECTIVE ACTION</u>	Finding #2: LWDB’s Noncompliant Sunshine Provision	Ensure compliance with sunshine provision requirement	Finding #3: Noncompliant Stevens Amendment	Include notice of federal funding; Train staff in funding disclosure process/requirements	Finding #4: Lack of One-Stop Center Assessments & Missing AJC Branding Requirements	Provide Regional Office with documentation – completed one-stop assessments and certifications; EV-Provide signage exterior and front entrances; Implement provision of UI	Finding #6: Noncompliant OSO Procurement	Confirm zero cost solicitations; Resubmit fully-compliant bids	Finding: #7: Noncompliant Sub-Award Agreement	Update contracts for sub-recipients; Update policies and procedures	Finding #10: ADA Accessibility at One Stops	Make corrections; Ensure accessibility; Submit documentation	Finding #11: Insufficient MOU	Update complaint process including appeals; Submit for approval
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Next Steps	10.25.23 Collaborated with DES on Next Steps																

The following questions and comments were provided by the Committee.

Question/Comment	Response/Comments
Were there any findings that you felt were concerning?	After review, all findings appear to be minor, with no significant findings.
Pleased to see that all of the findings are minor and no significant findings were found.	

MOTION: Chair Hill asked for a motion to accept the US Department of Labor Report and Response Plan as presented. Bonnie Schirato made a motion; Loren Granger seconded the motion.

Chair Hill called for an “all in favor” vote:

In Favor: Leah Hill, Bonnie Schirato, Joe Veres, Loren Granger, and Shawn Hutchinson

Opposed: None

Abstained: None

Motion passed.

7. Information/Discussion Only.

a. Program Year (PY) 2021/Fiscal Year (FY) 2022 Redistribution and Priority of Service

MCWDB Executive Director Steve Clark and Workforce Development Division Assistant Director Jared Beard, provided an update on the Program Year (PY) 2021 Fiscal Year (FY) 2022 Redistribution and Priority of Service. Below are the highlights of the presentation.

Program Year (PY) 2021/Fiscal Year (FY) 2022 Redistribution and Priority of Service

PY21/FY22 Redistribution

Alert Allocation Increase Summary				
	YT	AD	DW	Total
NEAZ	\$0	\$0	\$0	\$0
Cochise	\$51,718	\$50,411	\$84,300	\$186,429
Coconino	\$0	\$0	\$0	\$0
Maricopa	\$518,203	\$483,834	\$619,524	\$1,621,561
Mohave	\$0	\$0	\$0	\$0
Phoenix	\$428,540	\$404,788	\$397,748	\$1,231,076
Pima	\$292,486	\$273,526	\$298,858	\$864,870
Pinal	\$0	\$0	\$0	\$0
Santa Cruz	\$0	\$0	\$0	\$0
Tribal	\$0	\$0	\$0	\$0
Yavapai	\$0	\$0	\$0	\$0
Yuma	\$458,642	\$428,720	\$208,702	\$1,096,064
Total	\$1,749,589	\$1,641,279	\$1,609,132	\$5,000,000

Priority of Service Matrix

Priority 1

Veterans & eligible spouses of Veterans who are determined to be low-income or basic skills deficient (BSD).

Priority 2

Non-veterans & Non-eligible spouses of veterans who are determined low-income or basic skills deficient (BSD)

	<u>Priority 3</u> Veterans and eligible spouses of veterans who are not considered low-income or basic skills deficient	<u>Priority 4</u> All other WIOA Eligible Adults who are not low income or basic skills deficient (BSD)
Priority of Service – Implementation	<u>November 2022</u> Policy Released	<u>January 2023</u> Apprenticeship Convening
	<u>July 2023</u> WIOA Allocations Semester 2 Budgets	<u>October 2023</u> Budget Reconciliation
Participant Funding	WIOA Funded	ARPA Funded

The following questions and comments were provided by the Committee.

Question/Comment	Response/Comments
Who determines not to use Priority 4?	Due to the anticipated budget reductions, the policy was created to focus on the primary priorities. The funding is usually occupied or utilized by those primary priorities. Not an exclusion policy, when budget funding is available.
Will be reviewing performance program data as the funding becomes limited due to the high apprenticeship demands. Anticipate sharing with the Committee and Ful Board in the future	

8. Call to the Public.

No one spoke.

9. Adjourn.

Chair Hill thanked everyone for attending and adjourned the meeting at 11:04 a.m.

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



Consent Agenda.

Careers Pathway Strategist Reports

In-Demand Career & Apprenticeship Strategist Report

Katelyn Harris Lange | December 2023

Special Projects

Arizona@Work Maricopa County Website Refresh

- As a special project, I continue to enhance our job seeker & employer facing website.

Employer Connections Made

- Google Fiber & ICAN Programs for Youth to Business Services Representative
- ThrivePoint High Schools & Read Better Be Better to Arizona@Work Youth Supervisor
- TelTech Networks & Medicus IT to Arizona Office of Apprenticeship (result of Nov. tech accelerator)
- LISC Phoenix to Arizona@Work Training Supervisor

Meetings & Outreach

- Dec 5: West Valley Workforce Summit
- Dec 6: Power of Opportunities Smart Justice Panel
- Dec 7: LISC Phoenix
- Dec 7: STN Taping
- Dec 8: CFA Healthcare Apprenticeship Employer Discussion
- Dec 11: SciTech Worlds of Work Call
- Dec 14: AAED Workforce Committee
- Dec 21: FAME USA

Workforce Events

*Click the event title to be taken to the event page

- Jan 10: [Wickenburg Hiring Fair](#)
- Jan 26: Maricopa Community College District IT/Cyber Industry Sector Collaborator Meeting
- Jan 29: MCWDD (Title 1 B) All Staff Meeting
- March 23-26: [NAWB Conference, Washington D.C.](#)
- April: AAED + Phoenix Suns Hiring Fair (Date TBD - seeking hiring employers, college student focus)
- May 5-11: National Youth Apprenticeship Week

Committee Membership

- Westmarc West Valley Workforce Workgroup
- Arizona Assoc for Economic Development (AAED) Workforce Committee
- Healthcare Apprenticeships (Center for the Future of Arizona)
- Valley of the Sun United Way (VSUW) Workforce Coalition
- BuildItAZ Pathways Committee (Office of Economic Opportunity)
- IT/Cyber Industry Sector Collaborator (Maricopa Community College District)

TOP PROJECTS & NEW CONNECTIONS



Consent Agenda.

Jobs Report

Arizona & Maricopa County Job Report

November 2023

Julia Maciel

National Summary

Main Takeaways:

- Total Non-Farm employment increased by 199,000 in November for the U.S.
- Job gains continued to trend up in health care and government. Manufacturing also increased due to the return of workers from strike.
- Employment declined in Retail Trade.
- Unemployment rate dropped to 3.7%
- Average hourly wages grew by 0.4% in November.

Arizona Summary

Main Takeaways:

- Arizona's total nonfarm employment increased by 60,000 jobs year over year.
- The unemployment rate increased to 4.3% in November.
- The largest job gains were recorded in Trade, Transportation, & Utilities (16,000 jobs)

Arizona Commerce Authority
 Arizona Office of Economic Opportunity
 Bureau of Labor Statistics

Maricopa County Summary

Maricopa County Employment & Unemployment 2023						
	January	February	March	April	May	June
Nonfarm Employment	2,334.7	2,339.8	2,354.7	2,363.2	2,261.8	2,249
Unemployment Rate	3.2%	3.1%	3.1%	3.0%	3.1%	3.9%
	July	August	September	October	November	
Nonfarm Employment	2,243.9	2,446.1	2,469.4	2,302.2	2,325	
Unemployment Rate	4.1%	4.0%	3.7%	3.8%	3.5%	

- Maricopa County's unemployment rate decreased from 3.8% to 3.5% in November 2023
- **Construction** employment increased from last month with employment levels from 161.4->164
- **Manufacturing** employment stayed at its consistent employment level of 149.4
- **Transportation and Warehousing** employment levels increased in November to 111.3
- **Healthcare and social assistance** employment levels remained constant in November with a rate of 327.9
- **Finance and insurance** employment levels remained constant in November at 168

Maricopa County Labor Force November 2023			
Industry	Employment Level	% Change from a year ago	Numeric Year over Year Change
Mining & Construction	162,900	+4.9%	7,600
Manufacturing	127,800	-1.6%	-2,100
Private Education & Health Services	382,800	+6.0%	21,600
Information	39,800	-6.8%	-2,900
Financial Activities	217,400	+0.6%	1,200
Trade, Transportation, & Utilities	457,500	+0.4%	3,100



Consent Agenda.

One-Stop Operator Monthly Report

To: Steve Clark, Workforce Board; Nancy Avina, Workforce Board of Maricopa Workforce Development Board (MCWDB)

Date: **December 18, 2023**

From: Janine Estrada – One Stop Operator & Eric Walker Regional Director

Subject: One-Stop Operator Report: - November 2023

1. Maricopa County One Stop Operator Front Desk Customer Interactions:

East Valley Career Center (Mesa)

Service	November-23
On-site assistance (resume writing, Title I registration, program referrals, job referrals, Arizona Job Connection (AJC) referrals, and other related services)	679
Calls	520
DES (AJC, Unemployment)	258
Smart Justice calls	34

West Valley Career Center (Glendale)

Service	November-23
On-site assistance (resume writing, Title I registration, program referrals, job referrals, Arizona Job Connection (AJC) referrals, and other related services)	643
Calls	130
DES (AJC, Unemployment)	104
Smart Justice calls	25



A proud partner of the AmericanJobCenter network

The number of Enrollments for November	Youth	35
	Adult/Dislocated Worker	118
The updated number of Enrollments for September	Youth	19
	Adult/Dislocated Worker	129

1. Number of customers welcomed at Satellite sites.

<u>SATELLITE LOCATION</u>	<u>NUMBER OF CUSTOMERS WELCOMED</u>
Mesa	22
Queen Creek	28
Tempe	39
Scottsdale	22
Wickenburg	36
Surprise	18
Avondale	26
Gila Bend	0

Location: Southeast Library 775 N. Greenfield Rd. Gilbert, AZ 85234

DATE/TIME	JOB CENTER LOCATION	# BUSINESS	# OF JOB SEEKERS ATTENDED	# Interviews	#Of Hires
11/2/2023 11am-2pm	SE Library	30	70	48	3

List of companies participating

- Arcadia Home Care & Staffing
- Maricopa County Head Start

- Fedex Ground
- BMO Bank
- PRO EM National Event Services
- Phoenix Police Department
- Southwest Key Programs
- Arizona Department of Corrections Rehabilitation and Reentry
- Town of Queen Creek
- Queen Creek Unified School District
- RISE Services
- Lucid Motors
- Fry's Food Stores
- Mesa Public Schools
- Chandler-Gilbert Community College (CGCC)
- EliteHire Solutions
- Jackson Hewitt Tax Services
- Dex Com
- Desert Financial Credit Union
- Home Depot
- Proverbs Group Homes
- The GEO group, Inc.
- Keolis Transit America
- Champion Home Builders
- Arizona Department of Health
- NMG Aerospace
- Helping Hands Health Services
- Ashley Furniture Homestore, LLC
- Boys and Girls Club of the Valley

Success Story:

Jobseeker: Gina P. had never attended a job fair and was very nervous about attending. Her background was in administration, and the WDC wanted her to speak with several attending employers about available positions. When Gina arrived, the WDC introduced her to those employers for a soft handoff to have conversations with each. After speaking with all five employers just before she left, she told the WDC how much fun she had had and how silly of her to be nervous. She said she would willingly attend job fairs in the future and even stated that Gina favored and would love to work with two of the employers she had conversations with.

Employer: Chandler-Gilbert Community College commented at the bottom of the survey that I had asked employers to complete before leaving: "I heard from many people [during the event from job seekers and other attending employers that] this was the best [event] they had seen/been to in many years!" During a conversation with her, it



was also identified that many who had attended thought the event engaged job seekers and employers, which resulted in a quality event overall.

WDD: First-time use of site QR code in Dynamics for check-in was a success.

Location: Wickenburg 164 E. Apache St. Wickenburg, AZ 85390

DATE/TIME	JOB CENTER LOCATION	# BUSINESS	# OF JOB SEEKERS ATTENDED	# Interviews	#Of Hires
11/8/2023 from 9:00am-12:00pm	Wickenburg	13	80	43	12

List of companies participating.

- TOWN OF WICKENBURG
- HOME INSTEAD
- GLADIATOR PROGRAM
- RANCHO DE LOS CABALLEROS RESORT AND GOLF CLUB
- ROSEWOOD RANCH
- BEARCAT MANUFACTURING
- WICKENBURG RANCH
- WICKENBURG COMMUNITY SERVICES CORPORATION
- DEPARTMENT OF CORRECTIONS
- ARCADIA HOME CARE
- ADELANTE HEALTHCARE
- GLS ELECTRIC
- MARICOPA COUNTY

Success Story

Jag Program participants dressed more professionally for this event, and the coordinator had a contest for the best dressed in the two classes. The local newspaper came in to take pictures and published an excellent article: Students [use job fair as learning experience | Wickenburg Sun](#)

Location: Surprise 12425 W. Bell Road Building A. Suite 124 Surprise, AZ 85378

DATE/TIME	JOB CENTER LOCATION	# BUSINESS	# OF JOB SEEKERS ATTENDED	# Interviews	#Of Hires
11/16/2023 10am-1:30pm	Surprise	19	74	6	6

List of companies participating.

- JBS Tolleson
- City of Surprise/ Human Resources
- Arizona Department of Veterans Services
- Jack in the Box
- Dysart School District
- Walmart
- All Ways Home Care
- Global Financial
- Sprouts
- Maricopa County Human Resources Department
- Pro Em Staffing
- Department of Corrections
- Jackson Hewitt
- First Convenience Bank
- Boys and Girls Club
- State of Arizona AHCCCS
- Home Depot
- AAA Auto
- Lifestyle Options

Success Story:

Robert (participant), who received assistance from the Surprise CAP office, was seeking assistance finding employment. WDC met the participant Robert at the tabling at the Surprise Library workshop on Financial Literacy and went to the Hiring Events. The participant has now obtained employment through Cinder, making \$23.00 an hour and working at Intel in a purchasing position.

Training Team Update 11/30/2023

Covers the period July 1, 2023 – November 30, 2023

SERVICE	EVCC November 2023	WVCC November 2023	Program Year to Date EV Totals	Program Year to Date WV Totals	Program Year to Date Team Totals
JOB SEEKERS					
Arizona Career Readiness Credential Obtained - <i>Discontinued</i>	N/A	N/A	14	0	14
Office Proficiency Assessment and Certification Obtained	1	0	4	4	8
Youth Office Proficiency Assessment Assisted	4	12	35	105	140

TRAINING	EVCC November 2023	WVCC November 2023	Program Year to Date EV Totals	Program Year to Date WV Totals	Program Year to Date Team Totals
Virtual Orientation Participants	285	32	1322	525	1847
Employment Academy One Day Workshop - <i>Discontinued</i> <i>10/23</i>	N/A	N/A	185	330	515
WIOA Training Packet -	N/A	N/A	113	194	307

<i>Discontinued 10/2023</i>					
AJC & Dynamics Lab – started 10/2023	4	5	5	5	10
Job Search Workshop	4	3	20	6	26
Resume Writing 101 Workshop	5	7	35	48	83
Resume Writing 102 Workshop	1	5	18	5	23
Resume Writing Lab	1	3	31	32	63
Interview Skills Workshop	0	1	8	4	12
Durability in the Workplace Workshop - <i>Discontinued 10/2023</i>	N/A	N/A	3	8	11
Introduction to Entrepreneurship Workshop	1	3	7	8	15
Financial Empowerment Workshop	1	4	10	5	15
Basic Computer Skills Workshop	1	12	13	29	42
LinkedIn Workshop - <i>Discontinued 10/2023</i>	N/A	N/A	6	4	10
Community Outreach Events (Refugee, etc.)	0	2	2	2	4
Rapid Response	0	0	1	0	1

Hiring Event Workshops Participants	0	0	15	23	38
WDD New Hire Onboarding	0	0	6	0	6
WDD Internal Staff Training Participants	77	0	196	55	174

Success Story / Highlights:

- A trainer collaborated on training the Learning Academy Evidence-Based Coaching to 77 participants.
- A trainer facilitated a Resume Writing Workshop and Resume Lab for 3 participants at the Tolleson Library event.
- All Trainers completed their Learning Academy/EBC training.
- All trainers completed their mandatory customer service training.
- The trainer is completing the Spanish translation of the Financial Empowerment and Basic Computer Skills workshops that could be offered on the January calendar.
- The team connected with our communications team to update the Workforce Training Services flyer and upload it to the HSD WDD site. I also worked with the In Demand Strategist to have the flyer added to the ARIZONA@WORK Maricopa County site. Both sites collaborated to create Workforce Training Services sections to increase promotional opportunities for our Training Workshops and Center Calendars to clients and partners.



Information/Discussion/Possible Action.

Fiscal Report



FY24 WIOA Financial & Budgetary Review





FY24
**WIOA Financial & Budgetary
Review**

Nicole Forbes
Finance & Budget Manager

FY2024 WIOA Budget to Actual

Service Provider Approved Budget \$16,522,094

Expended YTD as of December 31st, 2023

\$7,199,796

WDB Approved Budget= \$ 1,263,757

Expended YTD as of December 31st, 2023

\$476,506

WIOA Funding by Category

Fiscal Year 07/01/2023-06/30/2024 FY24 Service Provider (WDD)						
	FY24 Approved Budget	YTD FY24 AS OF 12/31/2023	% Spent YTD	Forecast	% Forecast	Balance Remaining
Roll Up						
ADULT	10,406,366	4,827,013	46%	9,778,947	94%	627,420
DW	887,510	333,325	38%	544,514	61%	342,996
YOUTH	5,228,219	2,039,458	39%	4,540,607	87%	687,612
Total	16,522,094	7,199,796	44%	14,864,067	90%	1,658,028
Fiscal Year 07/01/2023-06/30/2024 FY24 Workforce Development Board (WDB)						
	FY24 Approved Budget	YTD FY24 AS OF 12/31/2023	% Spent YTD	Forecast	% Forecast	Balance Remaining
Roll Up						
ADULT	985,730	371,675	38%	782,161	79%	203,569
DW	37,913	14,295	38%	30,083	79%	7,830
YOUTH	240,114	90,536	38%	190,526	79%	49,587
Total	1,263,757	476,506	38%	1,002,771	79%	260,986





Thank You



**WORKFORCE DEVELOPMENT BOARD
BUDGET FY 2024
Dec-23**

		202401	202402	202403	202404	202405	202406	202407	202408	202409	202410	202411	202412	YTD EXPENDED	FORECAST	BALANCE	YTD % EXPENDED
WDB-FY24	BUDGET	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN				
TOTAL COSTS	1,263,757	1,157	5,131	178,705	109,485	110,290	71,738	115,656	74,061	97,437	74,800	74,036	90,276	476,506	1,002,771	260,986	38%
	BUDGET	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	YTD EXPENDED	FORECAST	BALANCE	YTD % EXPENDED
PERSONNEL																	
REGULAR SALARIES	411,218			101,596	21,918	62,703	33,646	31,933	31,933	47,899	31,933	31,933	31,933	219,864	427,427	(16,209)	53%
TOTAL PERSONNEL	411,218	-	-	101,596	21,918	62,703	33,646	31,933	31,933	47,899	31,933	31,933	31,933	219,864	427,427	(16,209)	53%
FRINGE BENEFITS																	
TAXES	38,735			7,693	1,629	4,649	2,492	2,443	2,443	3,664	2,443	2,443	2,443	16,462	32,341	6,394	43%
RETIREMENT	61,622			12,495	2,694	7,419	4,135	3,925	3,925	5,887	3,925	3,925	3,925	26,743	52,252	9,370	43%
MEDICAL	81,792			17,040	7,816	6,248	6,680	5,680	5,680	5,680	5,680	5,680	5,680	37,784	71,864	9,928	46%
UNEMPLOYMENT & WORKERS' COMP	2,500				292	-	-	625			625		625	292	2,167	333	12%
TUITION REIMBURSEMENT	10,500													-	-	10,500	0%
BUS CARD				24										24	24	(24)	
TOTAL FRINGE BENEFITS	195,149	-	-	37,252	12,430	18,315	13,307	12,672	12,047	15,231	12,672	12,047	12,672	81,305	158,648	36,501	42%
INDIRECT COSTS																	
INDIRECT COSTS	153,340			17,421	13,398	7,625	21,179	17,138	9,764	14,015	9,902	9,764	9,902	59,623	130,109	23,231	39%
TOTAL INDIRECT COSTS	153,340	-	-	17,421	13,398	7,625	21,179	17,138	9,764	14,015	9,902	9,764	9,902	59,623	130,109	23,231	39%
TRAVEL & TRAINING																	
TRAVEL	35,000	130	685	1,561	-	232	106	17,822	25				15,476	2,713	36,036	(1,036)	8%
TOTAL TRAVEL & TRAINING	35,000	130	685	1,561	-	232	106	17,822	25	-	-	-	15,476	2,713	36,036	(1,036)	8%
SUPPLIES																	
OFFICE SUPPLIES	5,000	21		822	131	43	2,263	820						3,280	4,100	900	66%
FOOD	1,500													-	-	1,500	0%
POSTAGE	50													-	-	50	0%
NON-CAPITAL EQUIPMENT	5,000													-	-	5,000	0%
TOTAL SUPPLIES	11,550	21	-	822	131	43	2,263	820	-	-	-	-	-	3,280	4,100	7,450	28%
CONTRACTUAL																	
ONE STOP OPERATOR	397,000			19,381	58,762	19,539	0	36,831	20,000	20,000	20,000	20,000	20,000	97,683	234,513	162,487	25%
CONSULTANT	40,000													-	-	40,000	0%
TOTAL CONTRACTUAL	437,000	-	-	19,381	58,762	19,539	0	36,831	20,000	20,000	20,000	20,000	20,000	97,683	234,513	202,487	22%
OPERATING SERVICES																	
ASSOCIATION/MEMBERSHIPS	8,000	1,006	4,446	282	-	864	77	801						6,674	7,476	524	83%
MARKETING	2,000													-	-	2,000	0%
LABOR MARKET	1,000													-	-	1,000	0%
PRINTING (COPIER)	6,000													-	-	6,000	0%
CELL PHONES/LAND LINES	3,500			389	2,846	968	1,160	(2,362)	292	292	292	292	292	5,364	4,462	(962)	153%
TOTAL OPERATING SERVICES	20,500	1,006	4,446	671	2,846	1,832	1,237	(1,560)	292	292	292	292	292	12,038	11,938	8,562	59%
TOTAL COSTS	1,263,757	1,157	5,131	178,705	109,485	110,290	71,738	115,656	74,061	97,437	74,800	74,036	90,276	476,506	1,002,771	260,986	38%



Information/Discussion/Possible Action.
**Memorandum of Understanding/
Infrastructure Agreement (MOU/IFA)**
Six-Month Renewal



Memorandum of Understanding (MOU) & Infrastructure Funding Agreement (IFA) 6-month Revisions Update

January 18, 2024

Background

MOU & IFA

- Renew and approve every 3-years, with **semi-annual reviews** to ensure MOU & IFA are always up-to-date.
- MOU *“the agreement between the Maricopa County Workforce Development Board (MCWDB) and One-Stop partners that identify the roles of each partner, and the methods or means of providing customers access to partner program services.”*
- IFA *“the financial plan to fund the one-stop delivery system's services and operational costs.”*
- Renewed Term for MOU & IFA: 7/1/2023 – 6/30/2026. ✓

Summary of Revisions

MOU

- Per DOL Monitoring - added language on MOU negotiations impasse,
- Citation, grammar, and spelling updates.

IFA

- Updates to reference documents and policies,
- Updates to Partner point-of-contact, ARIZONA@WORK One-stop center locations and specialized centers.

01 Complete

- MCWDB staff redline revisions.

02 Complete

- Fiscal Agent review,
- Contracts review,
- Partner review, input, and feedback,
- DERS review,
- MCWDB staff - redline revisions per feedback received.

03 In progress

- Obtain Partner Signatures.

Next Steps

Timeline

- 01/18/2024 Executive Committee presentation
- **02/15/2024 Full Board presentation & approval**
- **02-03/2024 Board of Supervisor Approval**

Thoughts? Questions?





Thank You



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

Contract #: C-95-23-051-X-01

MOU Start Date: July 1, 2023

MOU Termination Date: June 30, 2026

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 WDB and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local WDA. 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. **Arizona Job Connection (AJC)** is the system of record.
- 3.4. **Chief Executive Official (CEO)** means the Maricopa County Board of Supervisors, the chief elected executive officers of Maricopa County Workforce Development Area.
- 3.5. **Executive Committee** means the Chair, Vice Chair, Second Vice Chair and additional members as appointed by the Chair of the Local WDB.
- 3.6. **FERPA** means the Family Educational Rights and Privacy Act and regulations at 34 CFR 99.33 regarding the protection of educational data.
- 3.7. **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.
- 3.8. **Local Workforce Development Area or Maricopa County Workforce Development Area** means the geographic area including Maricopa County, Arizona excluding the City of Phoenix.
- 3.9. **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.
- 3.10. **One Stop Centers** means the Job Centers currently located at:
 - 3.10.1. 1001 W. Southern Ave., Suite 101 Mesa, AZ 85210
 - 3.10.2. 4425 W. Olive Ave., Suites 190 & 200, Glendale AZ 85302.

- 3.10.3. The location of the One Stop Centers is not a material issue and may be subject to change due to leasing, financial, or other issues.
- 3.11. **Personally Identifiable Information or PII** means information that can be used to distinguish or trace an individuals identify, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual
- 3.12. **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;
- 3.13. **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:
- 3.13.1. Department of Labor
- 3.13.1.1. WIOA title I programs: Adult, Dislocated Worker, and Youth formula programs;
- 3.13.1.2. Job Corps;
- 3.13.1.3. Youth Build;
- 3.13.1.4. Native American programs;
- 3.13.1.5. Migrant Seasonal Farmworkers (MSFW) that includes the National Farmworker Jobs Program (NFJP);
- 3.13.1.6. 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, including the statewide Business Service Team;
- 3.13.1.7. Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965;
- 3.13.1.8. Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974;
- 3.13.1.9. Unemployment Compensation (UC) programs;
- 3.13.1.10. Jobs for Veterans State Grants (JVSG) programs authorized under chapter 41 of title 38, U.S.C.;
- 3.13.1.11. 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;
- 3.13.1.12. 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;
- 3.13.2. Department of Education
- 3.13.2.1. Adult Education and Family Literacy Act (AEFLA) program, authorized under WIOA title II;
- 3.13.3. Career and technical education programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins);

- 3.13.4. 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;
- 3.13.5. Department of Housing and Urban Development
 - 3.13.5.1. Employment and training programs;
- 3.13.6. Department of Health and Human Services
 - 3.13.6.1. Employment and training activities carried out under the Community Services Block Grant (CSBG) programs (42 U.S.C. 9901 et seq.); and
 - 3.13.6.2. 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).
- 3.14. **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.
- 3.15. **Workforce Innovation & Opportunity Act Partners or Partners** means:
 - 3.15.1. Maricopa County Human Service Department an administrator of the Title I.B Programs in the Local WDB;
 - 3.15.2. Maricopa County Adult Education Providers who administer Title II Programs;
 - 3.15.3. Department of Economic Security which administers Title III Programs under the Wagner-Peyser Act and Vocational Rehabilitation programs under Title IV; and
 - 3.15.4. 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, 2023, through June 30, 2026, 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 (3)-year period.

5.0. **RECONCILIATION OF INFRASTRUCTURE FUNDING AGREEMENT**

- 5.1. The Partners shall review the MOU and Infrastructure Funding Agreement (IFA) semi-annually. Any agreed upon changes that require reconciliation will be provided to the MCWDB staff and the MC Fiscal Agent.
- 5.2. The MOU and the Infrastructure Funding Agreement (IFA) will be reviewed at minimum on a semi-annual basis by 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.

6.0. AMENDMENT

- 6.1. 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 7.0. Such requests shall be submitted in writing to the MCWDB Executive Director and are subject to the review and approval by the Partners.
- 6.2. If a one-stop partner appeals to DES regarding infrastructure costs which results in a change to the one-stop partner's infrastructure cost contributions, the MOU must be updated to reflect the final one-stop partner infrastructure cost contributions (.).

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 and meet semi-annually 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 and those working toward

- earning secondary diplomas, 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, as well as keep the employer well informed with current labor market information
 - 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 the attached IFA.
- 13.2. The Maricopa County Local Workforce Development Area selected four different allocation bases (as outlined in the attached 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.
- 13.3. 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.

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 will 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.

20.0. NOTICE OF IMPASSE

- 20.1. If an agreement has not been concluded successfully the MCWDB must document the negotiations and efforts that have taken place in the MOU. The State Board, one-stop partner programs, and the Governor may consult with the appropriate Federal agencies to address impasse situations related to issues other than infrastructure funding after attempting to address the impasse. Impasses related to infrastructure cost funding must be resolved using the State infrastructure cost funding mechanism (20 CFR 687.730). The MCWDB must report failure to execute a MOU with a required partner to the Governor, State Board, and the State agency responsible for administering the partner’s program. Additionally, if the State cannot assist the MCWDB in resolving the impasse, the Governor or the State Board must report the failure to the Secretary of Labor and to the head of any other Federal agency with responsibility for oversight of a partner’s program.

21.0. NONDISCRIMINATION AND EQUAL OPPORTUNITY

- 21.1. 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.

- 21.2. 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.

22.0. 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 has no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the other Parties have no responsibility and/or liability for any actions of the Local WDB or the one-stop operator.

23.0. INSURANCE

- 23.1. The Parties 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.
- 23.2. 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.
- 23.3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The Party shall provide coverage with limits of liability not less than those stated below.

23.3.1. 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.

23.3.2. 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”*.

23.3.3. 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.

23.3.4. 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.

23.3.5. 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.

23.3.6. 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.

23.3.7. Professional Liability (Errors and Omissions Liability)

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

23.3.8. 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.

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

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

23.4.1. 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.

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

23.4.3. 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.

- 23.5. **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.
- 23.6. **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.
- 23.6.1. 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 its 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.
- 23.6.2. 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.
- 23.7. **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.
- 23.7.1. 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.
- 23.7.2. 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.

- 23.8. **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.
- 23.9. **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.

24.0. BACKGROUND CHECKS FOR EMPLOYMENT THROUGH CENTRAL REGISTRY:

- 24.1. The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this MOU.
- 24.2. 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:
- 24.3. Any person, their employees or volunteers who apply for a MOU with MCHSD; or
- 24.3.1. All employees of the Party; or
- 24.3.2. A subcontractor of the Party and the subcontractor's employees; and
- 24.3.3. Prospective employees of the Party or its subcontractor at the request of the prospective employer.
- 24.3.4. 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.
- 24.3.5. 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.
- 24.3.6. 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.
- 24.3.7. A person awaiting receipt of the Central Registry Background Check may not provide direct services to clients.
- 24.3.8. 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.
- 24.3.9. 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.

24.3.10. Upon request the Party shall make available and provide valid Background Check information to the County.

25.0. FINGERPRINTING

- 25.1. The Party shall comply with the Provisions of A.R.S. § 46-141 as may be amended.
- 25.2. 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.
- 25.3. 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.
- 25.4. To the extent A.R.S. §§ 46-141 is applicable to MOU performance or the services provided under this MOU, the following provisions apply:
- 25.4.1. 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.
- 25.4.2. 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.
- 25.4.3. Upon request the Party shall make available valid Fingerprinting information to the County.

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

26.1. By entering into the MOU, the Parties warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). Each 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. Each 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.

26.1.1. The County retains the legal right to inspect the other Party and subcontractor employee documents performing work under this MOU to verify compliance with paragraph 25.1.1 of this Section. The other 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 other 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 other Party. All costs necessary to verify compliance are the responsibility of the Party.

27.0. 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.

28.0. 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.

29.0. 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.

30.0. 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.

31.0. 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 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 individuals, and English language learners, including leveraging Local Veterans Employment Representatives (LVER) to advocate for employers hiring veterans.

32.0. 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).

33.0. 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.

34.0. 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.

35.0. 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.

36.0. 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.

37.0. 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 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.

38.0. UNDERSTANDING.

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

Printed Name

Title

**Jack Sellers, Chief Lead Elected Official
Maricopa County Board of Supervisors**

Date

Attested to:

Approved as to Form:

Juanita Garza

Date

Deputy County Attorney

Date

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.

Maricopa County Workforce Development Board

Printed Name

Title

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

Date

Agency Name

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.

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.

Partner Name:

Printed Name

Title

Signature

Date

Agency Name

Agency Contact Information

ARIZONA@WORK Infrastructure Funding Agreement Templates and Instructions

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Introduction, Background, and IFA Requirements

References:

- WIOA (Public Law 113-128) Section 121
- Title 2 Code of Federal Regulations (CFR) Part 200: “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (Uniform Guidance)
- WIOA Joint Final Rules:
Subpart B—One-Stop Partners and the Responsibilities of Partners
Subpart C—Memorandum of Understanding for the One-Stop Delivery System
Subpart E—One-Stop Operating Costs
- Training and Employment Guidance Letter WIOA No. 17-16
- [ARIZONA@WORK Job Center Structure of One Stop Delivery System Policy](#)
- [ARIZONA@WORK Job Center MOU and Infrastructure Costs Policy](#)
- [DES Fiscal Policies Infrastructure Funding Agreement](#)
- [DES Monitoring Tools IFA Review Checklist](#)
- [DES Fiscal Broadcast ARIZONA@WORK Job Center IFA Review Checklist and MOU Requirements](#)

Background:

Per the above references, Local Workforce Development Boards are required to develop and submit a Memorandum of Understanding. The required components include but are not limited to: Vision and Goals; System Design; System Access; Sharing System Services and Customers; and Sharing One-Stop System Services and Operating Costs.

The requirements for the “Sharing of One-Stop System Services and Operating Costs” component include the following: “Final plan for how the local boards and partners will fund the infrastructure costs of the one-stop centers. If a final plan regarding infrastructure costs is not complete when other sections of the MOU are ready, an interim infrastructure funding agreement may be included instead.”

Training and Employment Guidance Letter WIOA No. 17-16 includes more details on the sharing of one-stop system costs (i.e., the Infrastructure Funding Agreement).

The attached templates and instructions reflect these new IFA requirements. The IFA is a mandatory component of the MOU and not a separate agreement. The IFA may be incorporated within the MOU or attached as an addendum.

Required State Guidelines for Infrastructure Funding Agreements:

WIOA Joint Final Rule 20 CFR 678.705 requires that the state of Arizona develop and issue guidance for use Local Workforce Development Areas (LWDAs) to develop the required IFA. This template (and the instructions) is to fulfill this requirement.

Regulatory Requirements for Cost-Sharing:

1. Infrastructure Costs:

WIOA Joint Final Rule 20 CFR 678.420: “What are the roles and responsibilities of the required one-stop partners?”

Each required partner must:

- (b) Use a portion of funds made available to the partner’s program, to the extent consistent with the Federal law authorizing the partner’s program and with Federal cost principles in 2 CFR parts 200 and 2900 (requiring, among*

other things, that costs are allowable, reasonable, necessary, and allocable), to:

- (1) Provide applicable career services; and
- (2) Work collaboratively with the State and Local WDBs to establish and maintain the one-stop delivery system. **This includes jointly funding the one-stop infrastructure through partner contributions that are based upon:**
 - (i) A reasonable cost allocation methodology by which infrastructure costs are charged to each partner based on proportionate use and relative benefit received;
 - (ii) Federal cost principles; and
 - (iii) Any local administrative cost requirements in the Federal law authorizing the partner’s program.”

2. Additional Costs:

- a. Must Include Applicable Career Services
- b. May Include Shared Operating Costs and Shared Services

WIOA Joint Final Rule 20 CFR 678.760: “How do one-stop partners jointly fund other shared costs under the Memorandum of Understanding?”

- (a) In addition to jointly funding infrastructure costs, one-stop partners listed in 20 CFR 678.400 through 678.410 **must use a portion of funds** made available under their programs’ authorizing Federal law (or fairly evaluated in-kind contributions) to pay the **additional costs relating to the operation of the one-stop delivery system**. These other costs **must include applicable career services** and **may include other costs**, including shared services.
- (b) For the purposes of paragraph (a) of this section, **shared services’ costs may include** the costs of shared services that are authorized for and may be **commonly provided through the one-stop partner programs to any individual**, such as initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to other one-stop partners, and **business services**. Shared operating costs **may also include shared costs of the Local WDB’s functions.**”

Required Infrastructure Funding Agreement Elements (WIOA Joint Final Rule 20 CFR 678.755; TEGL 17-16):

“IFAs must include the following elements:

- a) The period of time in which the IFA is effective (which may be a different time period than the duration of the MOU);
- b) Identification of the infrastructure costs budget, which is a component of the one-stop operating budget;
- c) Identification of all one-stop partners, Chief Executive Official(s), and the Local Workforce Development Board (LWDB) participating in the IFA;
- d) A description of the periodic modification and review process to ensure equitable benefit among one-stop partners;
- e) Steps the LWDB, CEO(s), and the one-stop partners used to reach consensus, or the assurance that the LWDA followed the State Funding Mechanism process; and
- f) The process one-stop partners will use to resolve issues related to infrastructure funding during the MOU duration period when consensus cannot be reached;
- g) Signatures of the individual with authority to bind the signatories to the IFA, including all one-stop partners, CEO(s) and Local WDB participating in the IFA.

Content of the ARIZONA@WORK Infrastructure Funding Agreement:

Each LWDA will submit an IFA agreed and signed by the Local Workforce Development Board (LWDB), the Chief Elected Official(s), and all required ARIZONA@WORK Job Center partners. It is to include the following:

1. Infrastructure Funding Agreement: Process and Development (Required)

Attachment A: ARIZONA@WORK Job Center partners, Chief Executive Official(s), and the LWDB participating in the IFA.

2. ARIZONA@WORK Operating Budget: Infrastructure Costs (Required)

Attachment B1: ARIZONA@WORK Job Center and Affiliate Site Locations

Attachment B2: ARIZONA@WORK Job Center Partners Co-located in Each ARIZONA@WORK Job Center and Affiliate Location Site

Attachment B3: Annual Infrastructure Budget for Each ARIZONA@WORK Job Center and Affiliate Site

Attachment B4: Percentage of Total FTEs by Co-located ARIZONA@WORK Job Center Partners in Each Center

Attachment B5: Initial Proportionate Share of Infrastructure Costs Allocated to Each Co-located ARIZONA@WORK Job Center Partner

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

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

3. ARIZONA@WORK Operating Budget: Additional Costs---Applicable Career Services (Required)

Attachment E1: Career Services Applicable to Each ARIZONA@WORK Job Center Partner

Attachment E2: Consolidated System Budget for the Delivery of Applicable Career Services

4. ARIZONA@WORK Operating Budget: Additional Costs---Shared Operating Costs and Shared Services (Optional)

Attachment F1: Optional ARIZONA@WORK Job Center Partner Agreement to Share Other System Costs and Services

Attachment F2: Signature of ARIZONA@WORK Job Center Partners Agreeing to Share Identified Operating Costs/Shared Services

1. Infrastructure Funding Agreement Component: Process and Development (Required)

Requirements and Instructions for the Process and Development Template

1. The period of time this agreement is effective:

The effective dates for this current agreement began on July 1, 2023 and is effective through not later than June 30, 2026.

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

Complete Attachment A using the instructions that follow.

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 Area followed guidance for the state infrastructure funding mechanism:

Summarize: Meetings held and consensus methods that led to the IFA Agreement. Do not address “followed the state funding mechanism”, unless notified and required.

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:

Describe method to resolve any infrastructure issues to by the LWDB and ARIZONA@WORK Job Center partners.

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

Identify the “who, when, and how” you will comply with USDOL TEGL 17-16: “All partner contributions, regardless of the source, must be reconciled and adjusted accordingly on a regular basis (i.e., monthly or quarterly) to ensure each partner program is contributing no more than its proportionate share based upon relative benefits received in accordance with the Uniform Guidance at 2 CFR part 200”.

Requirements and Instructions for 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

All required ARIZONA@WORK partners must be identified in Attachment A. The regulatory requirements for which partners to include in this attachment are noted below.

WIOA Joint Final Rule:

§ 678.415 “What entity serves as the one-stop partner for a particular program in the local area?”

(a) The entity that carries out the program and activities listed in 20 CFR 678.400 or 20 CFR 678.410, and therefore serves as the one-stop partner, is the grant recipient, administrative entity, or organization responsible for administering the funds of the specified program in the local area. The term “entity” does not include the service providers that contract with, or are sub-recipients of, the local administrative entity. For programs that do not include local administrative entities, the responsible State agency must be the partner. Specific entities for particular programs are identified in paragraphs (b) through (e) of this section. **If a program or activity listed in 20 CFR 678.400 is not carried out in a local area, the requirements relating to a required one-stop partner are not applicable to such program or activity in that local one-stop delivery system.”**

Training and Employment Guidance Letter WIOA No. 17-16:

“As required one-stop partners, **Native American programs (described in WIOA sec. 166) are strongly encouraged to contribute to infrastructure costs, but they are not required to make such contributions under WIOA.** Any agreement regarding the contribution or non-contribution to infrastructure costs by Native American programs must be documented in the MOU (WIOA sec. 121(h)(2)(D)(iv); see also 81 FR 55911-55912 of the preamble to the Joint WIOA Final Rule). Further, these contributions must be based on the programs’ proportionate use and relative benefits received, consistent with the Uniform Guidance. The lack of agreement on infrastructure costs with Native American programs does not trigger the SFM for the local area, and the Native American programs are not subject to the SFM in the event it is triggered.

The Governor may determine that TANF will not be a required partner in the State*, or within some specific local areas in the State. In this instance, the Governor must notify the Secretary of Labor and Secretary of Health and Human Services in writing of this determination (WIOA sec. 121(b)(1)(C) and 20 CFR 678.405, 34 CFR 361.405, and 34 CFR 463.405). In States, or local areas within a State, where the Governor has determined that TANF is not required to be a partner, local TANF programs may still work in collaboration or partnership with the local one-stop centers to deliver employment and training services to the TANF population, unless inconsistent with the Governor’s direction. In these situations, TANF may be considered an additional partner for purposes of contributing to the costs of operating the one-stop system.”

“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 one-stop center.”

Training and Employment Guidance Letter WIOA No. 17-16:

“Partner Programs with Multiple Grant Recipients. Partner programs and additional partners that **carry out a program in the local area** are required to share infrastructure costs and certain additional costs (20 CFR 678.700(c), 34 CFR 361.700(c), and 34 CFR 463.700(c)). **When two or more grant recipients or contractors of a required partner program carry out a program in a local area, these entities are considered one-stop partners** and must reach out to the Local WDB and carry out the roles and responsibilities of one-stop partners, including negotiating their share of infrastructure costs. For instance, there may be multiple YouthBuild and SCSEP grant recipients along with a few Job Corps contractors in a local area. In this situation, each grant or contract recipient carrying out the program in that local area must contribute towards infrastructure costs, and those contributions must be based on the proportionate use and relative benefits received by those partners from the one-stop centers.”

Process and Development Template

Infrastructure Funding Agreement:

Local Workforce Development Area: Maricopa County_____

1. The period of time this agreement is effective

July 1, 2023 to June 30, 2026_____

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 Area followed guidance for the state infrastructure funding mechanism

Maricopa County Workforce Development (MCWDB) staff will conduct a partner meetings as requested, including to resolve any issues identified by the partners after revisions are reviewed, and will engage the CEO Liaison for feedback. Partners will have an opportunity to review all documents and provide any revisions/feedback prior to signing. The Infrastructure Funding Agreement (IFA) will also be reviewed and voted upon by the 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 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.

If an agreement has not been concluded successfully the MCWDB must document the negotiations and efforts that have taken place in the MOU. The State Board, one-stop partner programs, and the Governor may consult with the appropriate Federal agencies to address impasse situations related to issues other than infrastructure funding after attempting to address the impasse. Impasses related to infrastructure cost funding must be resolved using the State infrastructure cost funding mechanism (20 CFR 687.730). The MCWDB must report failure to execute a MOU with a required partner to the Governor, State Board, and the State agency responsible for administering the partner's program. Additionally, if the State cannot assist the MCWDB in resolving the impasse, the Governor or the State Board must report the failure to the Secretary of Labor and to the head of any other Federal agency with responsibility for oversight of a partner's program.

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

The IFA will be reviewed at minimum on a semi-annual basis by all agreement partners, including MCWDB staff and the Maricopa County 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 a 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 all agreement partners, voted and approved upon by the MCWDB, and finally voted and approved upon by the CEO.

IFA Attachments

- A. ARIZONA@WORK Job Center Partners, Chief Executive Official(s), and the Local Workforce Development Board (LWDB) Participating in the IFA**
- B. ARIZONA@WORK Operating Budget: Infrastructure Costs**
- C. Signatures of Co-located ARIZONA@WORK Job Center Partners Agreeing to Share Infrastructure Costs**
- D. Signatures of Non-Co-located ARIZONA@WORK Job Center Partners Agreeing to Negotiate the Sharing of Infrastructure Costs When Sufficient Data Are Available to Determine Relative Benefit and Proportionate Share**
- E. ARIZONA@WORK Operating Budget: Additional Costs (Applicable Career Services)**
- F. *OPTIONAL: ARIZONA@WORK Operating Budget: Additional Costs (Shared Operating Costs and Shared Services) and Signature of ARIZONA@WORK Job Center Partners Agreeing to Share Identified Operating Costs/Shared Services***

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:

Name, Title, Address, Telephone, Email

Maricopa County Workforce Development Board (MCWDB)
MCWDB Executive Director, Steve Clark
301 W. Jefferson St., 9th Floor Phoenix, AZ 85003
O: 602-506-0154 | C: 602-377-3844
Steve.Clark@maricopa.gov

Chief Elected Official(s):

List All Chief Elected Officials and Name, Title, Address, Telephone, Email for Each

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

Thomas Galvin, Vice-Chairman
Supervisor, District 2
Maricopa County Board of Supervisors
301 W. Jefferson, 10th Fl.
Phoenix, AZ 85003

602-506-7431
district2@maricopa.gov

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

Clint Hickman
 Supervisor, District 4
 Maricopa County Board of Supervisors
 301 W. Jefferson, 10th Fl.
 Phoenix, AZ 85003
 602-506-7642
chickman@mail.maricopa.gov

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

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	Jared Beard, Assistant Director Maricopa County Workforce Development Division 234 N. Central Avenue, 3rd Floor, Phoenix, AZ 85004

ARIZONA@WORK Infrastructure Funding Agreement Templates and Instructions – FINAL

		O: 602-502-2733 C: 623-280-7487 Jared.Beard@maricopa.gov
Job Corps under Title I of WIOA	X	No Response. <i>*Reached out to National Office on 4/4/2023; called Phoenix Job Corps Center on 4/4/2023 at 602-254-5921 and emailed jones.dawnyellmeliss@jobcorp.org and dykes.krista@jobcorp.org</i>
YouthBuild under Title I of WIOA	N/A	N/A
Indian and Native American Programs (INAP) under WIOA Title I	X	No Response. <i>*Reached out to Ron Trusley for updated contact information; emailed crystal.banuelos@srpmic-nsn.gov (NTNWDB Chair)</i>
Migrant and Seasonal Farmworker Programs (MSFW) under Title I of WIOA	X	Kari Hogan, Chief Administrative Officer PPEP, Inc. 802 E. 46th Street, Tucson, AZ 85713 (State Admin. Office) 520-770-2500 khogan@ppep.org
Adult Education and Family Literacy Act programs under Title II of WIOA	X	Nicole Kelsheimer, Director of Program Operations & Compliance 1535 West Jefferson St., Bin 26 Phoenix, AZ 85007 602-364-1694 Nicole.Kelsheimer@azed.gov Beverly Wilson, State Director for Adult Education Beverly.wilson@azed.gov
Wagner-Peyser under Title III of WIOA	X	Wagner Peyser Employment Services: Chevera Trillo, Administrator Arizona Department of Economic Security 1789 West Jefferson, Mail Drop 5111 Phoenix, Arizona 85007 480-487-7806

ARIZONA@WORK Infrastructure Funding Agreement Templates and Instructions – FINAL

		<p>CTrillo@azdes.gov</p> <p>Wagner Peyser Business Services: Kelly Hart, Administrator 1789 West Jefferson Phoenix, Arizona 85007 602-320-8766 KellyHart@azdes.gov</p>
State Unemployment Insurance (UI)	X	<p>Sandra Canez, Administrator Arizona Department of Economic Security 1789 West Jefferson, Mail Drop 5111 Phoenix, Arizona 85007 480-868-7136 sandracanez@azdes.gov</p>
Trade Adjustment Assistance (TAA) under Title II of Trade Act	X	<p>Chevera Trillo, Administrator Arizona Department of Economic Security 1789 West Jefferson, Mail Drop 5111 Phoenix, Arizona 85007 480-487-7806 CTrillo@azdes.gov</p>
Jobs for Veterans State Grants (JVSG) under Title 38, U.S.C.	X	<p>Chevera Trillo, Administrator Arizona Department of Economic Security 1789 West Jefferson, Mail Drop 5111 Phoenix, Arizona 85007 C: 480-487-7806 CTrillo@azdes.gov</p>
Vocational Rehabilitation under Title IV of WIOA	X	<p>Kristen Mackey, Administrator Arizona Department of Economic Security Rehabilitation Services Administration 1789 West Jefferson Phoenix, Arizona 85007 480-665-6736 kmackey@azdes.gov</p>

ARIZONA@WORK Infrastructure Funding Agreement Templates and Instructions – FINAL

Senior Community Service Employment Programs (SCSEP) under Title V of Older Americans Act--State Grantee	X	AARP Foundation [as agent for the Division of Employment Services and Rehabilitation Services (“DERS”)] Eugena Walker, Regional Manager 4520 N. Central Avenue, Suite 575 Phoenix, Arizona 85012 ewalker@aarp.org 918-500-8792
Senior Community Service Employment Programs (SCSEP)—National Grantees under Title V of Older Americans Act	X	Easter Seals (Grantee) Teneshia R. W. Morgan, M.P.A. Manager of Programs and Compliance Senior Community Service Employment Program O: 312-551-7106 C: 708-553-2279 tmorgan@easterseals.com National Indian Council of Aging (National SCSEP Grantee) Sue Chapman, NICOA SCSEP Director One Executive Center 8500 Menaul Blvd. NE Suite B-470 Albuquerque NM 87112 505.292.2001 schapman@nicoa.org Leslie Maly, SCSEP Director lmaly@nicoa.org
Career and Technical Education programs at the postsecondary level (CTE) under Perkins Career and Technical Education Act	X	Kevin Imes, Deputy Associate Superintendent 1535 W Jefferson Street Phoenix, AZ 85007 602-542-5805 Kevin.Imes@azed.gov
Housing and Urban Development--- Employment and Training Programs	N/A	N/A

ARIZONA@WORK Infrastructure Funding Agreement Templates and Instructions – FINAL

Community Services Block Grants (CSBG)—Employment and Training Activities	X	Jacqueline Edwards, Director Maricopa County Human Services Department 234 N. Central Avenue, 3rd Floor, Phoenix, AZ 85004 O: 602-506-4812 I C: 602-770-2517 jacqueline.edwards@maricopa.gov
Re-entry Employment Opportunities (REO) under Second Chance Act	N/A	N/A
<i>Additional ARIZONA@WORK Job Center Partners Approved by the Local WDB and CEO(s)---If Any</i>		
<i>Temporary Assistance for Needy Families (TANF) employment & training under part A of title IV of Social Security Act*</i>	N/A	N/A
Early Head Start and Head Start	X	Jacqueline Edwards, Director Maricopa County Human Services Department 234 N. Central Avenue, 3rd Floor, Phoenix, AZ 85004 O: 602-506-4812 I C: 602-770-2517 jacqueline.edwards@maricopa.gov
Cc: WIOA Program		wioaprogram@azdes.gov

** ["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 one-stop center."](#)*

2. ARIZONA@WORK Operating Budget: Infrastructure Costs (Required)

Requirements and Instructions for the Infrastructure Costs Templates

Training and Employment Guidance Letter WIOA No. 17-16:

“The sharing and allocation of infrastructure costs among one-stop partners are 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 at 2 CFR part 200 (Uniform Guidance). **All one-stop partner programs must contribute to the infrastructure costs and certain additional costs of the one-stop delivery system based on their proportionate use**, as required by 20 CFR 678.700 and 678.760, 34 CFR 361.700 and 361.760, and 34 CFR 463.700 and 463.760. **A partner’s contribution must be an allowable, reasonable, necessary, and allocable cost to the program, consistent with the Federal Cost Principles set forth in the Uniform Guidance.**

One-stop partners are the entities that carry out the program in a local area. The one-stop delivery system, as identified in 20 CFR 678.300, 34 CFR 361.300, and 34 CFR 463.300, must include comprehensive one-stop centers, and also may include affiliate one-stop centers or specialized one-stop centers. Required partner programs and additional partners that carry out their program in the local area are required to share infrastructure costs and certain additional costs (20 CFR 678.700(c), 678.415, and 678.420(b), 34 CFR 361.700(c), 361.415, and 361.420(b), and 34 CFR 463.700(c), 463.415, and 463.420(b)). **All one-stop partners, whether they are required partners or additional partners, must contribute to infrastructure costs of the one-stop centers based on proportionate use and relative benefits received.** The required one-stop partners must provide access to their programs in the comprehensive centers and contribute to the infrastructure costs of those centers. These partners also make available each partner program’s applicable career services at the comprehensive one-stop centers and may contribute to shared services and shared operating costs.

Only those one-stop partners that participate in the affiliate one-stop centers would be required to contribute to the infrastructure costs for those centers, including in one-stop affiliate centers where “access” to programs, services, and activities are made available through a direct linkage or physical presence. When two or more grant recipients or contractors of a required partner program are carrying out the program in a local area, both of these entities must contribute to infrastructure costs, including at an affiliate center, if those partners are participating in that affiliate center. The financial contributions of one-stop partners through a direct linkage will be different than those one-stop partners with a physical presence, regardless of the type of center.”

Arizona Policy on ARIZONA@WORK Job Center Partners Sharing Infrastructure Costs:

Required ARIZONA@WORK Job Center partners must share in infrastructure costs consistent with Federal Cost Principles and contributions to infrastructure costs must be necessary, reasonable, and allocable to their program based upon relative benefits received.

ARIZONA@WORK Job Center partners who are physically co-located in the ARIZONA@WORK Job Centers (either full-time or part-time) are considered to receive a direct benefit that is allocable; therefore, they must contribute their proportionate share towards infrastructure costs.

ARIZONA@WORK Job Center Partners who are not physically co-located in the ARIZONA@WORK Job Centers may also be receiving benefit from the ARIZONA@WORK system. However, that benefit still has to be clearly allocable by way of reliable data and a cost methodology that demonstrates the ARIZONA@WORK Job Center partner's usage of and benefit from the center and its services.

Currently, there is **not a cross-partner, statewide data tracking system that can provide accurate and reliable data for allocating the benefit received by non-co-located ARIZONA@WORK Job Center partners** from the Centers, such as the number of referrals to and from the ARIZONA@WORK Job Centers and/or usage of the ARIZONA@WORK Job Centers. In order to remain in compliance with the Uniform Guidance cost allocation requirements, **the requirement to contribute to infrastructure costs at this time only applies to those ARIZONA@WORK Job Center partners who are physically co-located in the ARIZONA@WORK Job Centers.**

Once such data systems are in place and data is available to accurately allocate relative benefit, all required ARIZONA@WORK Job Center partners (whether co-located or not) will share the infrastructure costs. **Until that time, non-co-located ARIZONA@WORK Job Center partners must agree that the IFA will be renegotiated when data is available to include their proportionate share of contributions.** *(See Attachment D)*

The Arizona WIOA State Plan includes a goal and strategy to develop the data needed to permit all ARIZONA@WORK Job Center partners to share in the infrastructure costs in the future: "Goal 4: Strengthen Data Utility and Reporting; Strategy 10: Establish Process of Data Linking Across Core Programs to Ensure Core Programs Are Able to Share Key Data Elements for Shared Clients."

Option to Use Existing Resource Sharing Agreement to Meet Infrastructure Cost Sharing Requirements:

[ARIZONA@WORK Job Center Vision and Structure Of One Stop Delivery System](#) required the submission of the signed MOU, with existing resource sharing agreements (RSA).

LWDBs and co-located ARIZONA@WORK Job Center partners may wish to review their current RSA to determine whether these agreements meet the new WIOA infrastructure cost-sharing requirements. If the current RSA meets all WIOA requirements, the RSA may be modified or used in lieu of the completion of Attachments B3, B4, and B5. If the current RSA is used, it must be attached to the submitted IFA. If no RSA exists or the current RSA cannot be easily modified, then the attached templates are required.

In order for any current RSA to be used as the basis for infrastructure cost sharing, the RSA must meet all of the following requirements:

- The RSA is applicable to each ARIZONA@WORK Job Center and Affiliate Sites in the LWDA;
- All ARIZONA@WORK Job Center partners co-located in the ARIZONA@WORK Job Center or Affiliate Sites currently share infrastructure costs;
- The infrastructure budget includes only WIOA permissible infrastructure cost line items and only non-personnel costs are included;
- The costs allocation methodology used to share infrastructure costs is compliant with Federal Cost Principles set forth in the Uniform Guidance;
- All co-located ARIZONA@WORK Job Center partners, the LWDB, and the CEO/s have signed the RSA; and,

Attachment B1: ARIZONA@WORK Job Center and Affiliate Site Locations

Identify all ARIZONA@WORK Job Center and Affiliate Site Locations in the LWDA using these definitions:

- ARIZONA@WORK Job Center (Comprehensive One-Stop)– A Job Center location where job seekers and employers can access the programs, services, and activities of all required partners with at least one Title I-B staff person physically present (WIOA Joint Final Rule Section 678.305).
- Affiliate Site (Affiliate Job Center) – A Job Center location where job seekers and employers can access the programs, services, and activities of one or more partners. An Affiliate Site is not required to provide access to all partner programs (WIOA Joint Final Rule Section 678.310).
- Specialized Center– A Job Center location associated with either an ARIZONA@WORK Job Center or Affiliate Site that addresses the specific needs of dislocated workers, youth, or key industry sectors, or clusters (WIOA Joint Final Rule Section 678.300[d][3]).

Attachment B2: ARIZONA@WORK Job Center Partners Co-located in Each ARIZONA@WORK Job Center and Affiliate Site Location

Identify all required ARIZONA@WORK Job Center partners co-located in each ARIZONA@WORK Job Center and Affiliate Site.

ARIZONA@WORK Job Center Partners are co-located if they have a physical presence in the ARIZONA@WORK Job Center and have a dedicated space to use on a permanent, part-time, or intermittent basis.

Please Note:

The Unemployment Insurance Partner: Co-location is determined by having a physical presence. Only when a staff member whose salary is paid by the UI program is physically located in the ARIZONA@WORK Job Center is this partner considered a co-located partner; a dedicated phone line to a UI call center does not establish co-location.

The Senior Community Services Employment Program (SCSEP) Partner: When there is SCSEP staff that administers the program physically located in the ARIZONA@WORK Job Center, this partner considered a co-located partner; an SCSEP participant working at the center does not establish co-location.

Attachment B3: Annual Infrastructure Budget for Each ARIZONA@WORK Job Center and Affiliate Site

Complete the non-personnel budget (with cost category/line item, line-item details, and annual cost for each line item) for each Center. (Only include “Supplies to Support the General Operation of the Job Center” and “Common Identifier Costs” that have been agreed by all partners located in that Center.)

Training and Employment Guidance Letter WIOA No. 17-16

“Infrastructure Costs. Infrastructure costs of AJCs are defined as **non-personnel costs that are necessary for the general operation of the one-stop center**, including: rental of the facilities; utilities and maintenance; equipment (including assessment-related and assistive technology for individuals with disabilities); and technology to facilitate access to the one-stop center, including technology used for the center’s planning and outreach activities (WIOA sec. 121(h)(4), 20 CFR 678.700(a), 34 CFR 361.700(a), and 34 CFR 463.700(a)). This list is not exhaustive. For example, the costs associated with the development and use of the common identifier (i.e., AJC signage) and supplies, as defined in the Uniform Guidance at 2 CFR 200.94, used to support the general operation of the one-stop center, may be considered allowable infrastructure costs. “

Non-personnel costs. Non-personnel costs are all costs that are not compensation for personal services. For example, technology-related services performed by vendors or contractors are non-personnel costs and may be identified as infrastructure costs if they are necessary for the general operation of the one-stop center. Such costs may include service contracts with vendors or contractors, equipment, and supplies.”

Attachment B4: Percentage of Each Co-located ARIZONA@WORK Job Center Partner’s Occupancy in Each ARIZONA@WORK Job Center

Arizona has decided that the “percentage of each co-located partner’s occupancy” in each ARIZONA@WORK Job Center will be used as the method for proportionately allocating to all co-located ARIZONA@WORK partners their share of all infrastructure costs at that Center.

Identify each co-located ARIZONA@WORK Job Center partner’s dedicated/assigned space. The dedicated/assigned partner space is the space that is used only by each co-located ARIZONA@WORK Job Center partner’s staff in the ARIZONA@WORK Job Center. It does not include shared and common space, such as the greeting area, the resource area, meeting and workshop rooms, and restrooms.

Identify the square footage of each ARIZONA@WORK Job Center partner’s dedicated/assigned space.

Calculate the percentage of each ARIZONA@WORK Job Center partner’s dedicated/assigned space as a percentage of the total dedicated/assigned space used by all co-located ARIZONA@WORK Job Center partners in that Center.

Attachment B5: Initial Proportionate Share of Infrastructure Costs Allocated to Each Co-located ARIZONA@WORK Job Center Partner

The initial estimated proportionate share of infrastructure costs allocated to each ARIZONA@WORK Job Center partner is based upon the “percentage of each co-located ARIZONA@WORK Job Center partner’s occupancy” in each ARIZONA@WORK Job Center location. This initial determination must be periodically reconciled against actual costs incurred and any changes in the dedicated/assigned space of each co-located ARIZONA@WORK Job Center partner and adjusted accordingly.

Co-located ARIZONA@WORK Job Center partners may provide cash, non-cash, and third-party in-kind contributions to cover their proportionate share of infrastructure costs. If non-cash or in-kind contributions are used, they cannot include non-infrastructure costs (such as personnel)*.

*(*Note: The WIOA Joint Final Rule Preamble states, “Partners can contribute cash, noncash, or third-party in-kind contributions to the Local WDB to satisfy their share. However, infrastructure costs, unlike other shared operating costs, do not include personnel costs and therefore may not be paid for with in-kind personnel time.”)*

The **value of non-cash and third-party in-kind contributions must be consistent with 2 CFR 200.306** and reconciled on a regular basis (i.e., monthly or quarterly) to ensure they are fairly evaluated and meet the ARIZONA@WORK Job Center partners’ proportionate share.

IFA Submission Requirements for the “ARIZONA@WORK Operating Budget: Infrastructure Costs”

The following attachments must be completed for each ARIZONA@WORK Job Center and Affiliate Site location:

- *Attachment B3: Annual Infrastructure Budget for Each ARIZONA@WORK Job Center and Affiliate Site*
- *Attachment B4: Percentage of Co-located ARIZONA@WORK Job Center Partner’s Occupancy in Each Center*
- *Attachment B5: Initial Proportionate Share of Infrastructure Costs Allocated to Each Co-located ARIZONA@WORK Job Center Partner*

Replicate the templates on pages 26-30 and complete for them for each location.

Attachment B1: ARIZONA@WORK Job Center and Affiliate Site Locations

LWDA: Maricopa County_____

ARIZONA@WORK Job Center Locations <i>(Name, Address, Contact Name, Phone Number)</i>	ARIZONA@WORK Affiliate Site Locations <i>(Name, Address, Contact Name, Phone Number)</i>
<p>ARIZONA@WORK Job Center Location #1:</p> <p>Maricopa – East (ARIZONA@WORK One-Stop Center)1001 West Southern Avenue Ste. 101 Mesa, AZ 85210 Jinkee Pacifico 602-372-4248</p>	<p>Affiliate Site Location #1:</p> <p>Mesa Workforce Center (ARIZONA@WORK Specialized Center) 635 East Broadway Road 2nd Floor Mesa, Arizona 85204 Tara Thain 602-372-9728 <i>*Note that costs are paid directly by the located Partner program Title 1B</i></p>
<p>ARIZONA@WORK Job Center Location #2:</p> <p>Maricopa – West (ARIZONA@WORK One-Stop Center) 4425 West Olive Avenue Ste. 190 Glendale, AZ 85302 Andrew Lucero 602-372- 4224</p>	<p>Affiliate Site Location #2:</p> <p>Queen Creek Library (ARIZONA@WORK Specialized Center) 21802 South Ellsworth Road Queen Creek, Arizona 85142 Tara Thain 602-372-9728 <i>*Note that costs are paid directly by the located Partner program Title 1B</i></p>
<p>ARIZONA@WORK Job Center Location #3:</p>	<p>Affiliate Site Location #3:</p> <p>Scottsdale Vista del Camino Community Center (ARIZONA@WORK Specialized Center) 7700 East Roosevelt Street Scottsdale, Arizona 85257 Tara Thain 602-372-9728</p>

	<p><i>*Note that costs are paid directly by the located Partner program Title 1B</i></p>
	<p>Affiliate Site Location #4:</p> <p>Surprise (ARIZONA@WORK Specialized Center) 12425 West Bell Road Building A, Ste 124 Surprise, Arizona 85378 Andrew Witzel 602-372-4228 <i>*Note that costs are paid directly by the located Partner program Title 1B</i></p>
	<p>Affiliate Site Location #5:</p> <p>Tempe Library (ARIZONA@WORK Specialized Center) 3500 South Rural Road Ste 202 Tempe, Arizona 85282 Tara Thain 602-372-9728 <i>*Note that costs are paid directly by the located Partner program Title 1B</i></p>
	<p>Affiliate Site Location #6:</p> <p>Tempe Youth Hub (ARIZONA@WORK Specialized Center) 2150 East Orange Street Tempe, Arizona 85281 Zach Lynch 602-372-9747 <i>*Note that costs are paid directly by the located Partner program Title 1B</i></p>

	<p>Affiliate Site Location #7:</p> <p>Wickenburg (ARIZONA@WORK Specialized Center) 164 East Apache Street Wickenburg, Arizona 85390 Andrew Witzel 602-372-4228 <i>*Note that costs are paid directly by the located Partner program Title 1B</i></p>

**Attachment B2: ARIZONA@WORK Job Center Partners Co-located in Each
ARIZONA@WORK Job Center Location**

Local Workforce Development Area: Maricopa County_____

(Place an “X” If the ARIZONA@WORK Job Center Partner is Co-located in the Identified ARIZONA@WORK Job Center Affiliate Site)

ARIZONA@WORK Job Ctr Partner	ARIZONA@ WORK Job Ctr #1: EVCC	ARIZONA@ WORK Job Ctr #2: WVCC	ARIZONA@ WORK Job Ctr #3	Affiliate Site #1	Affiliate Site #2	Affiliate Site #3
Adult/DW	X	X	N/A	X	X	X
Youth	X	X				
Job Corps						
Native Amer						
MSFW						
Adult Ed						
Wagner-Peyser	X	X				
Trade						
JVSG	X	X				
SCSEP--State						
SCSEP-National						
Career/Tech Ed						
HUD E&T						
CSBG E&T						
Second Chance						
Youth Build						
Vocational Rehab	X	X				

Attachment B2 (Cont.): ARIZONA@WORK Job Center Partners Co-located in Each ARIZONA@WORK Job Center Location

Local Workforce Development Area: Maricopa County_____

(Place an "X" If the ARIZONA@WORK Job Center Partner is Co-located in the Identified ARIZONA@WORK Job Center Affiliate Site)

ARIZONA@WORK Job Ctr Partner	Affiliate Site #4	Affiliate Site #5	Affiliate Site #6	Affiliate Site #7		
Adult/DW	X	X		X		
Youth			X			
Job Corps						
Native Amer						
MSFW						
Adult Ed						
Wagner-Peyser						
Trade						
JVSG						
SCSEP--State						
SCSEP-National						
Career/Tech Ed						
HUD E&T						
CSBG E&T						
Second Chance						
Youth Build						
Vocational Rehab						

Attachment B3: Annual Infrastructure Budget for Each ARIZONA@WORK Job Center and Affiliate Site

ARIZONA@WORK Job Center: Maricopa – East 1001 West Southern Avenue Ste. 101 Mesa, AZ 85210_____
(Name/Location)
Or
Affiliate Site/Specialized Center: _____ (Name/Location)

<i>Cost Category/Line Item</i>	<i>Line-Item Cost Detail</i>	<i>Cost</i>
Rent		
Rental of Facilities	East Valley location (41,917 sq. ft.)	\$1,001,884
Subtotal: Rental Costs		\$1,001,884
Utilities and Maintenance		
Electric	N/A	
Gas	N/A	
Water	N/A	
Sewer Connections	N/A	
High-Speed Internet	N/A	
Telephones (Landlines)	N/A	
Facility Maintenance Contract	Janitorial & Pest Control Services Annual Costs	\$67,000
Security Contract	Based on average annual costs	\$55,000
Subtotal: Utilities and Maintenance Costs		\$122,000
Equipment		
Assessment-related products	N/A	

ARIZONA@WORK Infrastructure Funding Agreement Templates and Instructions – FINAL

Assistive technology for individuals with disabilities <i>("Access and Accommodation")</i>	N/A	
Copiers	6 Copiers	\$30,000
Fax Machines	4 fax machines	\$1,200
Computers	108 computers	\$118,000
Other tangible equipment used to serve all center customers (not specific to an individual program partner) <i>Specify Other Tangible Equipment</i>	N/A	
<i>Subtotal: Equipment Costs</i>		\$149,200
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
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on ARIZONA@WORK Job Center services and/or provides direct service access to the ARIZONA@WORK Job Center <i>Website Address: _____</i>	N/A	

<i>(Does not include data systems or case management systems specific to individual program partners.)</i>		
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)		
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 costs	\$15,000
Subtotal: Supplies to Support the General Operation of the ARIZONA@WORK Job Center		\$15,000
Common Identifier Costs (Local Option, If Agreed By All Co-located ARIZONA@WORK Job Center Partners)		
Creating New Signage	N/A	
Updating Templates/Materials	N/A	
Subtotal: Common Identifier		
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY CO-LOCATED ARIZONA@WORK Job Center PARTNERS		
Cost Category	Total Cost	
Subtotal: Rental Costs	\$1,001,884	
Subtotal: Utilities and Maintenance Costs	\$122,000	
Subtotal: Equipment Costs	\$149,200	
Subtotal: Technology to Facilitate Access Costs	\$480	

Subtotal: Supplies to Support the General Operation of the Job Center	\$15,000
Subtotal: Common Identifier Costs	\$1,288,564
TOTAL INFRASTRUCTURE COSTS FOR THIS LOCATION	

Attachment B3: Annual Infrastructure Budget for Each ARIZONA@WORK Job Center and Affiliate Site

ARIZONA@WORK Job Center: Maricopa – West 4425 West Olive Avenue Ste. 190 Glendale, AZ 85302 _____
(Name/Location)

Or

Affiliate Site/Specialized Center: _____ (Name/Location)

<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 - 7/1/2023 to 6/30/2024 \$499,510/Yr.
Subtotal: Rental Costs		\$499,510
Utilities and Maintenance		
Electric	N/A	
Gas	N/A	
Water	N/A	
Sewer Connections	N/A	
High-Speed Internet	N/A	
Telephones (Landlines)	N/A	
Facility Maintenance Contract	N/A	
Security Contract	Based on average annual costs	\$55,500
Subtotal: Utilities and Maintenance Costs		\$55,500

ARIZONA@WORK Infrastructure Funding Agreement Templates and Instructions – FINAL

Equipment		
Assessment-related products	N/A	
Assistive technology for individuals with disabilities <i>("Access and Accommodation")</i>	N/A	
Copiers	5 Copiers	\$25,000
Fax Machines	4 fax machines	\$1,200
Computers	60 computers	\$66,000
Other tangible equipment used to serve all center customers (not specific to an individual program partner) <i>Specify Other Tangible Equipment</i>	N/A	
Subtotal: Equipment Costs		\$92,200
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
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on ARIZONA@WORK Job Center services and/or provides direct service access to the ARIZONA@WORK Job Center	N/A	

Website Address: _____ (Does not include data systems or case management systems specific to individual program partners.)		
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)		
Supplies, as defined in Uniform Guidance at 2 CFR 200.94, to support the general operation of the ARIZONA@WORK Job Center Specify Supplies to Support General Operation and Not Specific to a Co-located Partner (e.g., Printing; Postage, Office Supplies)	Based on average annual cost	\$10,000
Subtotal: Supplies to Support the General Operation of the ARIZONA@WORK Job Center		\$10,000
Common Identifier Costs (Local Option, If Agreed by All Co-located ARIZONA@WORK Job Center Partners)		
Creating New Signage	N/A	
Updating Templates/Materials	N/A	
Subtotal: Common Identifier		
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY CO-LOCATED ARIZONA@WORK Job Center PARTNERS		
Cost Category	Total Cost	
Subtotal: Rental Costs	\$499,510	
Subtotal: Utilities and Maintenance Costs	\$55,500	

<i>Subtotal: Equipment Costs</i>	\$92,200
<i>Subtotal: Technology to Facilitate Access Costs</i>	\$480
<i>Subtotal: Supplies to Support the General Operation of the Job Center</i>	\$10,000
<i>Subtotal: Common Identifier Costs</i>	
TOTAL INFRASTRUCTURE COSTS FOR THIS LOCATION	\$657,690

**Attachment B4: Percentage of Co-located ARIZONA@WORK Job Center Partner’s
Occupancy in Each Center**

**ARIZONA@WORK Job Center Location: Maricopa – East 1001 West Southern Avenue Ste. 101 Mesa, AZ
85210_____**

Total Square Footage of the ARIZONA@WORK Job Center: 41,917 Square Feet

**Total Square Footage of Dedicated/Assigned Space for All Co-located
ARIZONA@WORK Job Center Partners: 1,308 Square Feet**

<i>Co-located ARIZONA@WORK Job Center Partners</i>	<i>Square Footage of the ARIZONA@WORK Job Center Partner’s Dedicated/Assigned Space</i>	<i>ARIZONA@WORK Job Center Partner’s Dedicated Space as a % of All Co-located ARIZONA@WORK Job Center Partners’ Space</i>
Adult/Dislocated Worker		
WIOA Title I Youth		
Wagner-Peyser		
Trade		
JVSG/DVOP	206 sq. ft.	0.49 %
MSFW		
Adult Education		
Vocational Rehabilitation	162 sq. ft.	0.39 %
Other Co-located Partner: Wagner-Peyser Employment Services	939 sq. ft.	2.24 %
Other Co-located Partner:		
Other Co-located Partner:		

Total Percentage of the Designated/Assigned Space of All Co-located ARIZONA@WORK Job Center Partners			100%	
<u>Attachment B5: Initial Proportionate Share of Infrastructure Costs Allocated to Each Co-located ARIZONA@WORK Job Center Partner</u>				
ARIZONA@WORK Job Center Location: Maricopa – East 1001 West Southern Avenue Ste. 101 Mesa, AZ 85210_____				
Total Infrastructure Costs for This ARIZONA@WORK Job Center: \$_____ (See Attachment B3)				
Co-located ARIZONA@WORK Job Center Partner	ARIZONA@WORK Job Center Partner’s Dedicated Space as a % of All Co-located ARIZONA@WORK Job Center Partners’ Space	Proportionate Share (% of ARIZONA@WORK Job Center Partner Space X Total Infrastructure Cost = ARIZONA@WORK Job Center Partner Share)	\$ Share to Be Paid In Cash	\$ Share to Be Paid In Non-Cash
N/A				

Total Infrastructure Costs to Be Shared by ARIZONA@WORK Job Center Partners in Cash/Non-Cash (Must Equal the Total Infrastructure Costs for This ARIZONA@WORK Job Center)		
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Attachment B4: Percentage of Co-located ARIZONA@WORK Job Center Partner's Occupancy in Each Center

ARIZONA@WORK Job Center Location: Maricopa – West 4425 West Olive Avenue Ste. 190 Glendale, AZ 85302

Total Square Footage of the ARIZONA@WORK Job Center: 26,290 Square Feet

Total Square Footage of Dedicated/Assigned Space For All Co-located ARIZONA@WORK Job Center Partners: 1,407 Square Feet

<i>Co-located ARIZONA@WORK Job Center Partners</i>	<i>Square Footage of the ARIZONA@WORK Job Center Partner's Dedicated/Assigned Space</i>	<i>ARIZONA@WORK Job Center Partner's Dedicated Space as a % of All Co-located ARIZONA@WORK Job Center Partners' Space</i>
Adult/Dislocated Worker		
WIOA Title I Youth		
Wagner-Peyser		
Trade		
JVSG/DVOP	131 sq. ft.	0.5 %
MSFW		
Adult Education		
Vocational Rehabilitation	131 sq. ft.	0.5 %
Other Co-located Partner: Wagner-Peyser Employment Services	1,145 sq. ft.	4.36 %
Other Co-located Partner:		
Other Co-located Partner:		

Total Percentage of the Designated/Assigned Space of All Co-located ARIZONA@WORK Job Center Partners			100%	
<u>Attachment B5: Initial Proportionate Share of Infrastructure Costs Allocated to Each Co-located ARIZONA@WORK Job Center Partner</u>				
ARIZONA@WORK Job Center Location: Maricopa – West 4425 West Olive Avenue Ste. 190 Glendale, AZ 85302_____				
Total Infrastructure Costs for This ARIZONA@WORK Job Center: \$_____ (See Attachment B3)				
Co-located ARIZONA@WORK Job Center Partner	ARIZONA@WORK Job Center Partner’s Dedicated Space as a % of All Co-located ARIZONA@WORK Job Center Partners’ Space	Proportionate Share (% of ARIZONA@WORK Job Center Partner Space X Total Infrastructure Cost = ARIZONA@WORK Job Center Partner Share)	\$ Share to Be Paid In Cash	\$ Share to Be Paid In Non-Cash
N/A				

Total Infrastructure Costs to Be Shared by ARIZONA@WORK Job Center Partners in Cash/Non-Cash (Must Equal the Total Infrastructure Costs for This ARIZONA@WORK Job Center)		
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Attachment B6: Percentage of Co-located ARIZONA@WORK Center Partner’s Occupancy in Each Center

[Refer to attached Excel Spreadsheet.](#)

Attachment B6: Percentage of Co-located ARIZONA@WORK Job Center Partner's Occupancy in Each Center											
DOUBLE CLICK THIS TABLE TO ACTIVATE A WORKING EXCEL SPREADSHEET TO CALCULATE YOUR COSTS.											
							ARIZONA@WORK Job Center Location:		1001 West Southern Avenue Ste. 101 Mesa, AZ 85210		
							Total Square Footage of the ARIZONA@WORK Job Center:				41917 Square Feet
							Total Square Footage of Dedicated/Assigned Space for all Co-located ARIZONA@WORK Partners:				1308 Square Feet
Co-located ARIZONA@WORK Job Center Partners	Job Center or Affiliate (J or A)	Total Center Square Footage	Square Footage of the ARIZONA@WORK Job Center Partner's Dedicated/Assigned Space	ARIZONA@WORK Job Center Partner's Dedicated/Assigned Space	Total Infrastructure Costs for Center	Partner share of common area space (ex. 1000 sf) in center	Partners share of Total Infrastructure Costs				
		41917	1308	3.12%	\$1,286,564.00	\$100.00	\$69,096.00				
10	WIOA Title I-B Adult/Dislocated Worker		13457	32.10%		3930.88					
12	WIOA Title I-B Youth		2756	6.58%		805.12					
13	Wagner-Peyser										
14	TAA										
15	Veterans		206	0.49%		60					
16	MSFW										
17	Adult Education										
18	Vocational Rehabilitation		162	0.39%		47					
19	Other Co-located Partner - Wagner Peyser Employment Services		939	2.24%		274					
20	Other Co-located Partner										
21	Other Co-located Partner										
22	Other Co-located Partner										
23	Other Co-located Partner										
24	Other Co-located Partner										
25											

Attachment B6: Percentage of Co-located ARIZONA@WORK Job Center Partner's Occupancy in Each Center											
DOUBLE CLICK THIS TABLE TO ACTIVATE A WORKING EXCEL SPREADSHEET TO CALCULATE YOUR COSTS.											
							ARIZONA@WORK Job Center Location:		4425 West Olive Avenue Ste. 190 Glendale, AZ 85302		
							Total Square Footage of the ARIZONA@WORK Job Center:				26290 Square Feet
							Total Square Footage of Dedicated/Assigned Space for all Co-located ARIZONA@WORK Partners:				1407 Square Feet
Co-located ARIZONA@WORK Job Center Partners	Job Center or Affiliate (J or A)	Total Center Square Footage	Square Footage of the ARIZONA@WORK Job Center Partner's Dedicated/Assigned Space	ARIZONA@WORK Job Center Partner's Dedicated/Assigned Space	Total Infrastructure Costs for Center	Partner share of common area space (ex. 1000 sf) in center	Partners share of Total Infrastructure Costs				
			26290	1407	5.35%	\$657,690.00	\$100.00	\$30,014.00			
10	WIOA Title I-B Adult/Dislocated Worker		20544	78.14%		10203					
12	WIOA Title I-B Youth		4208	16.01%		2090					
13	Wagner-Peyser										
14	TAA										
15	Veterans		131	0.50%		65					
16	MSFW										
17	Adult Education										
18	Vocational Rehabilitation		131	0.50%		65					
19	Other Co-located Partner - Wagner-Peyser Employment Services		1145	4.36%		569					
20	Other Co-located Partner										
21	Other Co-located Partner										
22	Other Co-located Partner										
23	Other Co-located Partner										
24	Other Co-located Partner										
25											

2. ARIZONA@WORK Operating Budget: Infrastructure Costs (Required)

Requirements and Instructions for the Infrastructure Costs Signature Templates

ARIZONA@WORK Memorandum of Understanding and Infrastructure Funding Agreement (Joint Operational Informational Broadcast PB 17-004)

The IFA must include, “Signatures of the individual with authority to bind the signatories to the IFA, including all ARIZONA@WORK Job Center partners, CEO(s) and Local WDB participating in the IFA.”

“WIOA Title I-B, Title III, and Title IV representatives are responsible to negotiate contributions to the infrastructure costs and additional costs, send proposed contributions for appropriate approval, and sign the MOU and IFA. Title II local representatives must negotiate contributions to the infrastructure costs and send the agreement to the Deputy Associate Superintendent/ State Director of Adult Education and the Chief Procurement Officer for signatures.”

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

All co-located ARIZONA@WORK Job Center partners in any ARIZONA@WORK Job Center location must sign this agreement to share infrastructure costs as set forth in Attachments B1, B2, B3, B4, and B5. They are agreeing to share infrastructure costs only in those Center/s in which they are co-located.

Attachment D: 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

As previously noted, all non-co-located ARIZONA@WORK Job Center partners must agree that the IFA will be renegotiated to include their proportionate share of contributions when data systems are in place and data is available to accurately allocate relative benefit.

Attachment C: 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)

(Co-located Partner Entity)

Printed Name and Title

Printed Name and Title

Signature and Date

Signature and Date

(LWDB Chairperson)

(Co-located Partner Entity)

Printed Name and Title

Printed Name and Title

Signature and Date

Signature and Date

Attachment D:

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)

Printed Name and Title

Signature and Date

(Non-Co-located Partner Entity)

Printed Name and Title

Signature and Date

(Non-Co-located Partner Entity)

Printed Name and Title

Signature and Date

(Non- Co-located Partner Entity)

Printed Name and Title

Signature and Date

3. ARIZONA@WORK Operating Budget: Additional Costs---Applicable Career Services (Required)

Requirements and Instructions for the Applicable Career Services Templates

WIOA Joint Final Rule:

“20 CFR 678.420 What are the roles and responsibilities of the required one-stop partners?”

Each required partner must: (a) Provide access to its programs or activities through the one-stop delivery system, in addition to any other appropriate locations”

“20 CFR 678.425 What are the applicable career services that must be provided through the one-stop delivery system by required one-stop partners?”

(a) The applicable career services to be delivered by required one-stop partners are those services listed in 20 CF 678.430 that are authorized to be provided under each partner's program.”

“20 CFR 678.760 How do one-stop partners jointly fund other shared costs under the Memorandum of Understanding?”

(a) In addition to jointly funding infrastructure costs, one-stop partners listed in 20 CFR 678.400 through 20 CFR 678.410 must use a portion of funds made available under their programs’ authorizing Federal law (or fairly evaluated in-kind contributions) to pay the additional costs relating to the operation of the one-stop delivery system. These other costs **must include applicable career services** and **may include other costs**, including shared services.”

**ARIZONA@WORK Memorandum of Understanding and Infrastructure Funding Agreement
(Joint Operational Informational Broadcast PB 17-004):**

☑ Additional costs, “Must include the costs of the provision of career services in WIOA sec. 134(c)(2) applicable to each program consistent with partner’s program authorizing federal statutes and regulations, and allocable costs based on federal cost principles in Uniform Guidance at 2 CFR 200.”

Parameters in Completing the “Consolidated System Budget for Applicable Career Services” Templates

- The required “Consolidated System Budget for the Delivery of Applicable Career Services” is the total 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 both co-located and non co-located partners and is a system-wide budget for the LWDA as a whole. The “applicable career services” budget is not tied to a specific ARIZONA@WORK Job Center.
- ARIZONA@WORK Job Center Partners do not negotiate this consolidated budget; it is simply compiled and displayed (using the budget information provided by each ARIZONA@WORK Job Center partner).
- These costs are not necessarily cost-shared. If ARIZONA@WORK Job Center partners decide and agree, the cost for the delivery of these services may be shared under the “Other Shared Costs and Services” component of this agreement.

Steps to Complete the Required “Consolidated System Budget for Applicable Career Services” Templates:

Attachment E1: Career Services Applicable to Each ARIZONA@WORK Job Center Partner (Co-located and Non Co-located)

1. Each required ARIZONA@WORK Job Center partner identifies the basic and individualized career services that are applicable to their program. The definitions of basic career services are attached. “Applicable career services” are defined as those authorized by each ARIZONA@WORK Job Center partner’s federal legislation.

Not all services of every ARIZONA@WORK Job Center partner will be included in its list of applicable career services. (For example, the basic career service of initial assessment is applicable to the Title II Adult Education and Literacy Program Partner, but classroom instruction for the attainment of High School Equivalency is not defined as a career service in WIOA and will not be included in the list of applicable career services.)

Attachment E2: Consolidated System Budget for the Delivery of Applicable Career Services

2. After identifying the career services applicable to its program, the ARIZONA@WORK Job Center partner then identifies the estimated or actual funds budgeted for the delivery of these services for the current program year.

ARIZONA@WORK Job Center Partners are only required to include the career services that are funded through the federal legislation that makes them a required ARIZONA@WORK Job Center partner in this estimate. (For example, a local community college may have state funds, as well as federal Carl Perkins Career and Technical Education funds for career services; only the federal funds are required to be included in this estimate.)

Unlike Infrastructure Costs, this budget includes all costs (including personnel) related to the administration and delivery of these services.

If ARIZONA@WORK Job Center partners do not have specific dollar amounts available, they may report a reasonable estimate. ARIZONA@WORK Job Center Partners will be deemed in compliance with this requirement as long they provide a reasonable dollar amount and can determine an estimated amount for the required Consolidated Budget for Applicable Career Services.

A separate line item is not required for each of the applicable basic or individualized career services. The estimated or actual funds budgeted for applicable career services are divided into two categories: The total for all applicable basic career services and the total for all applicable individualized career services

3. Once all ARIZONA@WORK Job Center partners have identified the actual or estimated budget for the delivery of their applicable career services within the LWDA, all ARIZONA@WORK Job Center partner budgets will then be totaled and displayed in the “Required Consolidated System Budget for Applicable Career Services”.

Definitions of Basic and Individual Career Service to Be Used In Identifying Each ARIZONA@WORK Job Center Partner’s “Applicable Career Services”

Basic Career Services (20 CFR §678.430(a) and §678.435)

- **Eligibility for Title I-B Services** – Determination of whether a customer is eligible to receive services from the Adult, Dislocated Worker, or Youth programs.
- **Outreach, Intake, and System Orientation** – Outreach is intended to promote awareness of the availability of the System services to/for individuals and businesses that may need these services. Intake and System orientation is the process of gathering basic information to determine the program(s) appropriate for the customer, and providing the customer with information on the services available to determine if he/she is interested in pursuing those services.
- **Initial Assessment** – The collection and assessment of information on a customer’s skill levels, including literacy, numeracy, and English language proficiency; work history; employment barriers; employment goal(s) and occupational knowledge; supportive service needs; and whether referrals to other programs are appropriate or necessary.
- **Labor Exchange Services** – Providing job search and placement services to the customer, including but not limited to, information on in-demand industry sectors and occupations and non-traditional employment, when appropriate; development of a work search plan; placement in workshops; posting jobs on the state job bank; providing job matching and referrals; and advising how to maintain a record of job search. Labor exchange services also include appropriate recruitment and other business services, which may include, but are not limited to, customized screening and referral of qualified customers in training services to businesses; customized services to businesses, business associations, or other such organizations, on employment-related issues; customized recruitment events for businesses and targeted job fairs; human resource consultation services which may include writing/reviewing job descriptions and employee handbooks, developing performance evaluations and personnel policies, creating orientation sessions for new employees, honing job interview techniques for efficiency and compliance, analyzing employee turnover, creating job accommodations and

using assistive technologies, and explaining labor law to help businesses comply; and customized labor market information for specific businesses, sectors, industries, or clusters.

- **Referrals to Programs** – Referrals and coordination of activities with other appropriate programs and services that meet specific customer needs, assist them in overcoming barriers to employment, and provide services to gain/retain employment.
- **Labor Market Information** – Staff provides workforce and labor market employment statistics to assist job seeking customers in the development of employment goal(s) and businesses in the development and implementation of sector partnerships and career pathways. The employment statistics include local, regional, and national labor market conditions; career counseling and career exploration services; characteristics of industries, occupations, and the workforce area; business-identified skill needs; short and long-term industry and occupational growth and salary projections; worker supply and demand; and high-growth and high-demand industries.
- **Performance on the Local Workforce System** – The provision of information, in usable and understandable formats and languages, about how the local area is performing on local performance accountability measures, as well as any additional performance information relating to workforce system.
- **Performance and Program Cost of Eligible Providers** – The provision of performance information and program cost information on eligible providers of education, training, and workforce services by program and type of provider.
- **Referrals to Supportive Services** – Staff provides customers with referrals to supportive services that enable the customer to participate in authorized WIOA activities. Based on various partners’ programmatic rules and regulations, these supportive services may include, but are not limited to, transportation; child care; dependent care; housing; needs related payments; interpreter services; reasonable accommodation for youth with disabilities; legal aid services; assistance with uniforms or other appropriate work attire; assistance with books, fees, and school supplies; payments and fees for employment and training related applications, tests, and certifications; and tools or instruments. Depending on the program, when appropriate, information may also be provided to customers on how to continue these supportive services after program services are completed.
- **Unemployment Insurance (UI) Information and Assistance** – Staff provides information and meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation. Meaningful assistance means providing assistance on-site using staff that is well trained in UI compensation claims filing and the rights and

responsibilities of claimants or providing assistance by phone or via other technology as long as the assistance is provided by trained and available staff within a reasonable time.

- **Financial Aid Assistance** – Providing assistance in establishing eligibility, accessing, and applying for programs of financial aid for training and education programs not provided under WIOA.

Individualized Career Services (20 CFR §678.430(b))

- **Comprehensive Assessment** – Staff conducts a specialized assessment of a job seeker’s barriers to employment, occupational and employment goal(s), educational and skill levels, and personal circumstance to determine his/her service needs. This may include diagnostic testing and use of other assessment tools, and in-depth interviewing and evaluation.
- **Individual Employment Plan (IEP)/Individualized Plan for Employment (IPE)** – The IEP/IPE identifies the appropriate employment goal(s) chosen by the customer. The initial and comprehensive assessment is used to develop the IEP/IPE in consultation with the customer. The plan outlines the necessary services to be provided to achieve the planned goals; steps and timelines for achieving the goals; and the terms, conditions, and responsibilities associated with the plan
- **Career Planning and Counseling** – One-on-one or intensive career planning and counseling with a professional counselor uses initial and comprehensive assessments and the IEP/IPE, and aims at enhancing job seeking and retention skills and career advancement of customers by: (i) Helping the customer analyze and understand career information, and gain a better understanding of his/herself using career information gained through assessment tools and counseling strategies to more realistically choose or change short and long-term occupational goals; and (2) Preparing service strategies to assist in the achievement of occupational goal(s) and to ensure customers have access to necessary workforce activities and supportive services, which may include, but are not limited to, drug and alcohol abuse counseling, mental health counseling, and referrals to partner programs appropriate to the needs of the customer.
- **Short-term Pre-Vocational Services** – Development of skills customers need to live independently and enter the workforce fully prepared to engage in employment. These services may include academic education and job readiness trainings for development of work readiness skills, including but not limited to, learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, higher-order reasoning, problem-solving skills, work attitudes, and professional conduct.

- **Internships and Work Experience** – Based on partners’ programmatic rules and regulations, the work experience is a planned, structured learning experience, in most cases linked to a career, that takes place in a private for-profit, non-profit or public sector workplace. For most partner programs, work experiences may be in the form of internships, work-study, externship, apprenticeship, summer employment for youth, and/or other work placement opportunities.
- **Out of Area Job Search and Relocation Assistance** – Staff provides information on labor exchange activities in other local areas, regions, or states and whether businesses the customer may be interested in offer assistance with relocation.
- **Financial Literacy Services** – Educate and support customers to gain the knowledge, skills, and confidence to make informed financial decisions that enable them to attain greater financial health and stability by using high quality relevant learning strategies. The learning, where possible, may include, but is not limited to, creating a budget; initiating checking and/or savings accounts at banks; learning how to effectively manage spending, credit, and debt; learning how to protect against identity theft; and benefits advisement. These services may also include opportunities to put financial literacy lessons into practice, based on the needs of the customer.
- **English Language Acquisition and Integrated Education** – Adult Education staff provides an integrated program of services that incorporates English literacy and civics education concurrently and contextually with workforce preparation and training for a specific occupation/sector for the purpose of educational and career advancement of customers. These services allow customers to attain economic self-sufficiency and are designed for partnerships among adult education programs and postsecondary educational institutions, training providers, and/or businesses.
- **Workforce Preparation** – Activities to help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, training, or employment and other employability skills that increase an individual’s preparation for the workforce.

Attachment E1: Career Services Applicable to Each ARIZONA@WORK Job Center Partner							
Basic Career Services	T-I Adult	T-I DW	T-I Youth	T-II AEL	T-III WP	T-IV VR	TANF
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.	✓	✓	✓	✓		✓	
Basic Career Services	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.					✓		✓

ARIZONA@WORK Infrastructure Funding Agreement Templates and Instructions (Second Draft: 5/29/17)

<i>Basic Career Services</i>	Comm Act.	Housing	UI	Native Am.	Other Part JVSG	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.							

<i>Individ. Career Services</i>	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/Wrk. Exper.	✓	✓	✓			✓	
Out-of-Area Job Search	✓	✓	✓				
Financial Literacy	✓	✓	✓				
ELA/Integ. Education	✓	✓	✓	✓			
Workforce Preparation	✓	✓	✓	✓			

ARIZONA@WORK Infrastructure Funding Agreement Templates and Instructions (Second Draft: 5/29/17)

<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/Wrk. 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	Other Part JVSG	Other Part
Comp. Assessment						✓	
IEP						✓	
Career Plan/Counsel.						✓	
Short-Term Prevoc.						✓	
Internships/Wrk. Exper.						✓	
Out-of-Area Job Search						✓	
Financial Literacy							
ELA/Integ. Education							
Workforce Preparation						✓	

Attachment E2: Consolidated System Budget for the Delivery of Applicable Career Services							
<p><i>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></p>							
Applic. Career Services	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	\$3,405,573	\$3,145,096	\$0
Applic. Career Services	Tech. Ed	T-V OAA	Job Corps	Native Am.	MSF	YouthBuild	TAA
Basic Career Services: T-I Eligib./Initial Assess. Outreach, Intake, Orient. Labor Exch./Job Search Referrals/LMI	\$0	\$0	\$0	\$0	\$29,814	\$0	\$0

Support Service Info. UI Info./Fin. Aid Info.							
Applic Career Services	Comm. Act	Housing	UI	Native Am.	Other Part Head Start	Other Part JVSG	Other Part
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	\$115,390	\$

Applic Career Services	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/Wrk. Exper.	\$2,067,631.00	\$255,550	\$1,793,914	\$31,167	\$644,280	\$327,441	\$0

ARIZONA@WORK Infrastructure Funding Agreement Templates and Instructions (Second Draft: 5/29/17)

Financial Literacy IET/ELA/WF Prep.							
Applic Career Services	Tech Ed	T-V OAA	Job Corps	Native Am	MSF	YouthBuild	TAA
Indiv. Career Services: Comp. Assessment/IEP Career Plan/Counsel Short-Term Prevoc. Internship/Wrk. Exper. Financial Literacy IET/ELA/WF Prep.	\$0	\$0	\$0	\$0	\$36,439	\$0	\$446,784
Applic Career Services	Comm Act	Housing	UI	Native Am	Other Part Head Start	Other Part JVSG	Other Part
Indiv. Career Services: Comp. Assessment/IEP Career Plan/Counsel Short-Term Prevoc. Internship/Wrk. Exper. Financial Literacy IET/ELA/WF Prep	\$0	\$0	\$0	\$0	\$0	\$941,221	\$

**4. ARIZONA@WORK Operating Budget:
Additional Costs---Shared Operating Costs and Shared Services (Optional)**

Requirements and Instructions for the “Additional Costs---Other Shared Costs and Shared Services” Templates:

WIOA Joint Final Rule:

“20 CFR 678.760 How do one-stop partners jointly fund other shared costs under the Memorandum of Understanding?”

- (a) In addition to jointly funding infrastructure costs, one-stop partners listed in 20 CFR 678.400 through 678.410 must use a portion of funds made available under their programs’ authorizing Federal law (or fairly evaluated in-kind contributions) to pay the additional costs relating to the operation of the ARIZONA@WORK one-stop delivery system. These other costs **must include applicable career services** and **may include other costs, including shared services**.
- (b) For the purposes of paragraph (a) of this section, **shared services’ costs may include** the costs of shared services that are authorized for and may be **commonly provided through the one-stop partner programs to any individual**, such as initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to other one-stop partners, and **business services**. Shared operating costs **may also include shared costs of the Local WDB’s functions**.
- (c) Contributions to the additional costs related to operation of the ARIZONA@WORK one-stop delivery system may be **cash, non-cash, or third-party in-kind contributions**, consistent with how these are described in 20 CFR 678.720(c).
- (d) The shared costs described in paragraph (a) of this section must be **allocated according to the proportion of benefit received by each of the partners**, consistent with the Federal law authorizing the partner’s program, and consistent with all other applicable legal requirements, including Federal cost principles in 2 CFR part 200 (or any corresponding similar regulation or ruling) requiring that costs are allowable, reasonable, necessary, and allocable.”

**ARIZONA@WORK Memorandum of Understanding and Infrastructure Funding Agreement
(Joint Operational Informational Broadcast PB 17-004):**

Additional costs “may include shared operating costs and shared services that are authorized for, and may be commonly provided through, the ARIZONA@WORK Job Center partner programs, including initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services, referrals to other ARIZONA@WORK Job Center partners, and business services.

Personnel costs may include, but are not limited to, allocable salary and fringe benefit costs of partner program staff that work on information technology systems (i.e., common performance and reporting outcomes) for use by the ARIZONA@WORK Job Center as a whole.

The cost of a shared welcome desk or greeter directing employers and customers to the services or staff that are available in ARIZONA@WORK Job Centers is also a personnel expense.

A portion of the costs of LWDB staff who perform functions that are not otherwise paid with WIOA Title I funds and support the general operations of the ARIZONA@WORK Job Centers, such as a LWDB staff person acting as the office manager in an ARIZONA@WORK Job Center.

As with any additional costs paid by partner programs for the operations of the ARIZONA@WORK system, these shared operating costs must be proportionate to the use of the partner program and consistent with the Federal Cost Principles of the Uniform Guidance set forth in 2 CFR part 200.”

Considerations and Parameters in Completing the “Other Shared Costs and Shared Services” Template

- ARIZONA@WORK Job Center Partners must agree at the local level for these types of costs to be shared. The “Other Shared Costs and Shared Services” Template is not a required component of a completed, signed, and submitted IFA
- Lack of agreement at the local level for these “Other Shared Costs and Shared Services” will not trigger the State Funding Mechanism
- Unlike infrastructure costs, these costs may include personnel
- Two or more partners may agree to share in one or more these types of costs

- “Other Shared Costs and Shared Services” may include costs that are applicable to and agreed to be shared by only certain ARIZONA@WORK Job Center partners. In those cases, only the applicable partners will need to agree upon the sharing of those identified costs

For example, the potential for sharing the personnel (and other non-infrastructure costs), such as ARIZONA@WORK Job Center receptionists and/or center managers, may be decided to be cost-shared only by the co-located ARIZONA@WORK Job Center partners. Other shared costs (such as, but not limited to, staff-cross training and business services) may also be applicable only to certain ARIZONA@WORK Job Center partners and only those applicable ARIZONA@WORK Job Center partners will share in those costs, if agreed.

- As with infrastructure costs, other ARIZONA@WORK system costs must be allocable according to the proportion of benefit received by the ARIZONA@WORK Job Center partners agreeing to share those costs, consistent with the partners’ authorizing federal statutes and the Uniform Guidance.

- When any two or more ARIZONA@WORK Job Center partners agree to share “Other Shared Costs and Shared Services”, there must be an agreed upon budget for these costs and an agreed upon cost sharing methodology.

Examples of “Other Shared Costs and Shared Services” that May Be Agreed by ARIZONA@WORK Job Center Partners:

- **Initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, and referrals to other ARIZONA@WORK Job Center partners.** This may include costs such as technology and tools that increase integrated service delivery through the sharing of information and service delivery processes.

- **Business services.** This may include costs related to a local or regional system business services team that has one or more partners on the team or has delegated a specific partner to provide business services on behalf of the ARIZONA@WORK system.

- **Cross training of ARIZONA@WORK Job Center partner staff.** This may include any staff cross training on ARIZONA@WORK Job Center partner programs and eligibility, customer service, serving individuals with barriers to employment, and other such training that builds an integrated ARIZONA@WORK one-stop delivery system.

- **Shared personnel costs for ARIZONA@WORK Job Centers by co-located partners.** This may include ARIZONA@WORK Job Center receptionists and/or ARIZONA@WORK Job Center managers.

Arizona will use the “percentage of total full-time equivalent (FTE)” staff of co-located ARIZONA@WORK partners agreeing to share in these costs as the method for proportionately allocating the costs of ARIZONA@WORK Job Center receptionists and/or ARIZONA Job Center managers.

If the ARIZONA@WORK Job Center manager is also the one-stop operator, this position falls under the permissible “shared costs of the local WDB functions” and the requirements for the sharing this cost follow.

- **“Shared Costs of the Local WDB’s functions”**

ARIZONA@WORK Policy on the Opportunity for Partners to Share the Costs of the Local WDB Functions

WIOA Joint Final Rule § 679.370 defines the functions of the Local Workforce Development Board. These functions include:

1. Responsibility for the effective operation of Title I-B Adult, Dislocated Worker, and Youth Programs, including the selection of providers
2. Responsibility for the development and oversight of the ARIZONA@WORK one-stop delivery system in the local area, including the selection of the one-stop operator

Local WDBs have responsibilities both as a system partner (i.e., the administrative entity for the Title I-B programs) and in working with partners to develop the local ARIZONA@WORK one-stop delivery system, including the operation of the ARIZONA@WORK Job Centers.

It is the ARIZONA@WORK policy that the permissible sharing of Local WDB costs by partners is limited to the costs directly related to the coordination and operation of the ARIZONA@WORK system and centers. It does not include

the operational costs of administering and operating Title I-B programs or fulfilling other WDB-specific functions, such as the development of local/regional plans.

As with other permissible shared costs these costs must be agreed to be shared at the local level and must be allocable according to the proportion of benefit received by the ARIZONA@WORK Job Center partners agreeing to share those costs, consistent with the ARIZONA@WORK Job Center partners' authorizing federal statutes and the Uniform Guidance.

Shared ARIZONA@WORK system coordination and ARIZONA@WORK Job Center management costs may include:

- **Local WDB staff members who have a responsibility for developing and coordinating ARIZONA@WORK Job Center partnerships throughout the system.** (If the staff has additional duties, only the proportion directly related to ARIZONA@WORK system partnership activities may be cost shared.)
- **The One-Stop Operator when fulfilling the required role to “coordinate the service delivery of required ARIZONA@WORK Job Center partners”,** including the possible role of ARIZONA@WORK Job Center management

The One-Stop Operator potentially has multiple roles as defined in WIOA Joint Final Rule:

“20 CFR 678.620: What is the one-stop operator’s role?”

“(a) At a minimum, the one-stop operator must coordinate the service delivery of required one-stop partners and service providers. Local WDBs may establish additional roles of one-stop operator, including, but not limited to: coordinating service providers across the ARIZONA@WORK one-stop delivery system, being the primary provider of services within the center, providing some of the services within the center, or coordinating service delivery in a multi-center area, which may include affiliated sites. The competition for a one-stop operator must clearly articulate the role of the one-stop operator.”

The LWDB’s competition for the one-stop operator may include these roles:

1. ARIZONA@WORK system coordination (required)

2. ARIZONA@WORK Job Center management (optional)
3. Provider of Title I-B Adult, Dislocated Worker, and/or Youth Services (optional)

The one-stop operator's role in ARIZONA@WORK system coordination may be cost-shared by ARIZONA@WORK Job Center partners. The one-stop operator's role in ARIZONA@WORK Job Center management, if included in the procurement, may be cost-shared by ARIZONA@WORK Job Center partners co-located in that center. The role of Title I-B service provider may not be cost shared.

Steps to determining one-stop system coordination and center management costs:

1. For LWDB staff:

- Identify any LWDB staff with a responsibility for developing and coordinating ARIZONA@WORK system partnerships.
- If the staff member has additional duties, identify the proportion directly related to ARIZONA@WORK system partnership activities.
- Determine the staff salary and benefit costs for the proportion directly related to ARIZONA@WORK system partnership activities.

2. For the One-Stop Operator:

- Review the procurement, the contract, the statement of work, and the budget for the one-stop operator.
- Determine the proportion of the budget allocated to (a) ARIZONA@WORK system coordination, (b) ARIZONA@WORK Job Center management, and/or (c) Title I- B service delivery.

Methodology to share ARIZONA@WORK system coordination costs

1. Identify the ARIZONA@WORK Job Center partners potentially agreeing to share in these ARIZONA@WORK system coordination costs
2. Calculate the agreeing-partners proportionate share of system coordination costs (LWDB staff and/or the one-stop operator)

Arizona will use the “percentage of total full-time equivalent (FTE)” staff of co-located and non co-located ARIZONA@WORK Job Center partners agreeing to share in these costs as the method for proportionately allocating these ARIZONA@WORK system coordination costs

3. Seek ARIZONA@WORK Job Center partner agreement to share in those costs

Methodology to share ARIZONA@WORK Job Center management costs:

1. Identify the co-located ARIZONA@WORK Job Center partners potentially agreeing to share in these center management costs
2. Calculate the proportionate share of center management costs to co-located ARIZONA@WORK Job Center partners agreeing to share in these costs

Arizona will use the “percentage of total full-time equivalent (FTE)” staff of co-located ARIZONA@WORK Job Center partners agreeing to share in these costs as the method for proportionately allocating center management costs

3. Seek ARIZONA@WORK Job Center partner agreement to share in those costs

Instructions for Completing the “Other Shared Costs and Shared Services” Template:

1. Complete the “Other Shared Costs and Shared Services” Template only if two or more ARIZONA@WORK Job Center partners have agreed to share in a specific type of shared cost and/or service.

2. Complete an individual “Other Shared Costs and Shared Services” Template (Attachment F1) for each type of cost and/or service that has been agreed to be shared by two or more ARIZONA@WORK Job Center partners.
3. Identify the type of other costs to be shared and provide a very brief description of what that cost includes
4. Identify the ARIZONA@WORK Job Center partners that have agreed to share in the this type of cost and how they will benefit from the sharing of this cost
5. Complete the operating budget for each type of shared cost and/or service that has been agreed to be shared
6. Describe the agreed-upon cost allocation methodology to allocate these costs to the ARIZONA@WORK Job Center partners who have agreed to share this type of cost*
7. Using the agreed-upon cost allocation methodology, identify the initial proportionate share of the costs to be contributed by each ARIZONA@WORK Job Center partner participating in the sharing of this cost
8. Indicate how much of each ARIZONA@WORK Job Center partner’s allocated cost will be contributed through cash and/or noncash
9. Have ARIZONA@WORK Job Center partners participating in this specific shared cost sign the agreement to share those costs (Attachment F2)

*** If the cost to be shared is the LWDB’s ARIZONA@WORK system coordination function, the One-Stop Operator’s ARIZONA@WORK system coordination and ARIZONA@WORK Job Center management functions, and/or the cost of the ARIZONA@WORK Job Center manager or receptionist:**

The cost allocation methodology for the sharing of these costs will be the “proportionate percentage of Full-Time Equivalents (FTEs) and should be used to in the “Agreed Upon Cost Allocation Methodology to Share This Cost” in the “Other Shared Costs and Shared Services” Template (Attachment F1)

An “FTE (full-time equivalent)” is the hours worked by one employee on a full-time basis. The concept is used to convert the hours worked by several part-time employees into the hours worked by full-time employees. On an annual basis, an FTE is considered

to be 2,080 hours, which is calculated as 8 hours per day or 40 hours per workweek. (For example: One employee who works 20 hours per week is expressed as .5 FTE.)

“Proportionate percentage of total FTEs” is the percentage of each ARIZONA@WORK Job Center partner’s staff of the total of all FTEs.

If two or more ARIZONA@WORK Job Center partners agree to **share the costs of the LWDB’s ARIZONA@WORK system coordination function and/or the One-Stop Operator’s ARIZONA@WORK system coordination role:**

Arizona will use the “percentage of total full-time equivalent (FTE)” staff of co-located and non co-located ARIZONA@WORK Job Center partners agreeing to share in these costs as the method for proportionately allocating these system coordination costs

(For example: If the total number of all FTEs of all co-located and non co-located ARIZONA@WORK Job Center partners agreeing to share this cost is 50 and one partner has 10 FTEs, that ARIZONA@WORK Job Center partner has 10% of the system’s FTEs and will share in 20% of these ARIZONA@WORK system coordination costs.)

If two or more partners agree to **share the costs of the One-Stop Operator’s ARIZONA@WORK Job Center management function and/or the costs of the ARIZONA@WORK Job Center manager or receptionist:**

Arizona will use the “percentage of total full-time equivalent (FTE)” staff of co-located ARIZONA@WORK Job Center partners agreeing to share in these costs as the method for proportionately allocating center management costs.

(For example: If the total number of all FTEs of all ARIZONA@WORK Job Center partners co-located in the Center and agreeing to share this cost is 20 and one partner has 5 FTEs, that partner has 25% of the Center’s FTEs and will share in 25% of these Center personnel costs.)

Attachment F1: Optional ARIZONA@WORK Job Center Partner Agreement to Share Other Costs and Services

Type of Cost to be Shared:

N/A

Description of the Cost to Be Shared and What It Includes:

ARIZONA@WORK Job Center Partners Agreeing to Share This Cost

The following ARIZONA@WORK Job Center partners have agreed to share these costs:

The ARIZONA@WORK Job Center partners that agreed to share these costs will benefit by:

Shared Cost Budget for (Identify the Type of Cost)		
<i>Line Item</i>	<i>Budget Detail</i>	<i>Cost</i>
Total Budget for This Shared Cost		\$
Agreed Upon Cost Allocation Methodology to Share This Cost		

Proportionate Share for ARIZONA@WORK Job Center Partners Agreeing to Share These Costs				
<i>(Identify the Type of Cost)</i>				
<i>Partners Agreeing</i>	<i>Agreed Methodology</i>	<i>Initial Partner Share</i>	<i>Amount in Cash</i>	<i>Amount in Non-Cash</i>
Partner 1:		\$	\$	\$
Partner 2:		\$	\$	\$
Partner 3:		\$	\$	\$
Partner 4:		\$	\$	\$
Partner 5:		\$	\$	\$
Partner 6:		\$	\$	\$
<i>Total Budget for This Shared Cost</i>		<i>\$</i>	<i>\$</i>	<i>\$</i>

Attachment F2: Signature of ARIZONA@WORK Job Center Partners Agreeing to Share Identified Operating Costs/Shared Services

Signature Page for ARIZONA@WORK Job Center Partners Agreeing to Share (Identify the Type of Cost)

By signing below, these parties agree to the terms prescribed in the sharing of other costs.

Partner 1:

Printed Name and Title

Signature and Date

Partner 2:

Printed Name and Title

Signature and Date

Partner 3:

Printed Name and Title

Signature and Date

Partner 4:

Printed Name and Title

Signature and Date

Attachment B6: Percentage of Co-located ARIZONA@WORK Job Center Partner's Occupancy in Each Center

DOUBLE CLICK THIS TABLE TO ACTIVATE A WORKING EXCEL SPREADSHEET TO CALCULATE YOUR COSTS.

[ARIZONA@WORK Job Center Location:](#)

1001 West Southern Avenue Ste. 101 Mesa, AZ 85210

Total Square Footage of the ARIZONA@WORK Job Center:

41917 Square Feet

Total Square Footage of Dedicated/Assigned Space for all Co-located ARIZONA@WORK Partners:

1308 Square Feet

Co-located ARIZONA@WORK Job Center Partners	Job Center or Affiliate (J or A)	Total Center Square Footage	Square Footage of the ARIZONA@WORK Job Center	ARIZONA@WORK Job Center Partner's Dedicated Space as a % of All Co-located ARIZONA@WORK Job Center Partners' Space	Total Infrastructure Costs for Center	Partner share of common area space (ex. 1000 sf) in center	Partners share of Total Infrastructure Costs
		41917	1308	3.12%	\$1,286,564.00	\$100.00	\$69,096.00
WIOA Title I-B Adult/Dislocated Worker			13457	32.10%		3930.88	
WIOA Title I-B Youth			2756	6.58%		805.12	
Wagner-Peyser							
TAA							
Veterans			206	0.49%		60	
MSFW							
Adult Education							
Vocational Rehabilitation			162	0.39%		47	
Other Co-located Partner - Wagner Peyser Employment Services			939	2.24%		274	
Other Co-located Partner							
Other Co-located Partner							
Other Co-located Partner							
Other Co-located Partner							
Other Co-located Partner							

Attachment B6: Percentage of Co-located ARIZONA@WORK Job Center Partner's Occupancy in Each Center

DOUBLE CLICK THIS TABLE TO ACTIVATE A WORKING EXCEL SPREADSHEET TO CALCULATE YOUR COSTS.

[ARIZONA@WORK Job Center Location:](#)

4425 West Olive Avenue Ste. 190 Glendale, AZ 85302

Total Square Footage of the ARIZONA@WORK Job Center:

26290 Square Feet

Total Square Footage of Dedicated/Assigned Space for all Co-located ARIZONA@WORK Partners:

1407 Square Feet

Co-located ARIZONA@WORK Job Center Partners	Job Center or Affiliate (I or A)	Total Center Square Footage	Square Footage of the ARIZONA@WORK Job Center Partner's Dedicated/Assigned Space	ARIZONA@WORK RK Job Center Partner's Space as a % of All Co-located ARIZONA@WORK RK Job Center Partners' Space	Total Infrastructure Costs for Center (ex. 1000 sf) in center	Partner share of common area space (ex. 1000 sf) in center	Partners share of Total Infrastructure Costs
		26290	1407	5.35%	\$657,690.00	\$100.00	\$30,014.00
WIOA Title I-B Adult/Dislocated Worker			20544	78.14%		10203	
WIOA Title I-B Youth			4208	16.01%		2090	
Wagner-Peyser							
TAA							
Veterans			131	0.50%		65	
MSPW							
Adult Education							
Vocational Rehabilitation			131	0.50%		65	
Other Co-located Partner - Wagner-Peyser Employment Services			1145	4.36%		569	
Other Co-located Partner							
Other Co-located Partner							
Other Co-located Partner							
Other Co-located Partner							
Other Co-located Partner							



Information/Discussion/Possible Action.

One-Stop Operator Performance Update

Chief Procurement Officer
301 W. Jefferson St. Suite 700
Phoenix, AZ 85003
Phone: (602) 506-3967
Fax: (602) 506-6766

10/27/23

Nicole Ganier
Arbor E&T, LLC dba Equus Workforce Solutions
9200 Shelbyville Road, Suite 210
Louisville, KY 40222

Email Read Receipt Requested: Nicole.Ganier@EquusWorks.com

Re: Notice of Concern (NOC) Letter for 220276-RFP One-Stop Operator for Failure to Perform

Dear Ms. Ganier:

This letter serves as the official Notice of Concern (NOC) to Arbor E&T, LLC dba Equus Workforce Solutions regarding the Maricopa County contract 220276-RFP One-Stop Operator. Maricopa County Office of Procurement Services (OPS) recently coordinated efforts with the Maricopa County Workforce Development Board to review contract requirements as agreed to by Equus Workforce Solutions (Equus). As a result of ongoing Performance Assessment, it has been determined that Equus is failing to perform the scope of work or meet the terms and conditions of the for One-Stop Operator contract. The County's expectation is that the services and performance be brought into compliance directed by the scope of work, terms, and conditions of the contract by the dates indicated below.

Specifically, the County requires Equus provide the following:

PRIORITY ACTIONS

No later than 11/15/2023, implement a temporary solution to meet immediate partner referral needs until the UniteUs referral platform is implemented, and provide written confirmation to OPS that the solution has been implemented.

No later than 11/30/2023:

1. Provide the following corrective actions as indicated. This list is included in the "Priority Actions Plan" tab in the "2023 OSO Performance Assessment document (Q1-Q3) with Corrective Action Plans":
 - a. Document the efforts made towards encouraging core and required partners to integrate into the UniteUs referral platform. Provide core and required partner status/timeline regarding the adoption of UniteUs, and assist all partners in making progress towards implementing.
 - b. Ensure a permanent One-Stop Operator is in place. Provide written confirmation to OPS that this action has taken place.
 - c. Provide evidence of meaningful, necessary and structured past and current meetings as described in the contracted scope of work including One-Stop partner monthly meetings, leadership meetings, and visits to specialized centers. Provide a calendar of upcoming meetings through April 2024.
 - d. Conduct a professional needs analysis to identify areas of focus, gaps, and partner/system challenges, providing a written report to OPS by the noted dated.

Office of the Director
320 W. Lincoln St.
Phoenix, AZ 85003
Phone: (602) 506-3247
Fax: (602) 58-1573

No later than **11/30/2023**


2. Provide a Corrective Action Plan to address deficiencies identified regarding the services and performance of Scope of Work (SOW), terms and conditions of the contract. The corrective action plan should address all SOW items with a Quality Score of less than a 4, and shall include actions, assurances, and timelines for contract compliance moving forward. The Corrective Action Plan response should be provided in the “**Q1-Q3 with ACTION PLAN**” tab, in columns **I, J and K** of the “2023 OSO Performance Assessment document (Q1-Q3) with Corrective Action Plans” Excel document.

Please provide the requested information via email (elizabeth.kuttner@maricopa.gov) by the deadlines identified above. Once the County has reviewed and determined Equus’ plan is reasonable and acceptable, the County can proceed with renewing the Contract.

We acknowledge the importance of the relationship between the County and Equus Workforce Solutions. We anticipate that Equus is able to provide corrective actions to bring Equus into compliance with the prescribed terms and conditions of the contract and remain in compliance for the life of the contract for the benefit and future success of both parties.

If you have any concerns or questions related to this letter or future matters concerning the contract, please feel free to contact me at elizabeth.kuttner@maricopa.gov or 602-506-0099.

Sincerely,



Elizabeth Kuttner
Procurement Officer, Office of Procurement Services
Maricopa County

Cc: Nancy Avina, Steve Clark, Kevin Tyne, Joey Molina
Attch: 2023 OSO Performance Assessment document (Q1-Q3) with Corrective Action Plans



Information/Discussion/Possible Action.

One-Stop Operator Procurement Process



One Stop Operator Procurement

January 18, 2024

Background

- One Stop Operators must be competitively procured **at least** once every 4 years.
- The MCWDB selects and determines the roles and responsibilities of the One Stop Operators.
- At a minimum, the One Stop Operator must coordinate the service delivery of required One Stop Partners and Service Providers.
- The MCWDB can add additional roles, except for several exclusions outlined under WIOA law.

Background – Who can be the One Stop Operator?

- One-stop operators may be a single entity (public, private, or nonprofit) or a consortium of entities. If the consortium of entities is one of one-stop partners, it must include a minimum of three of the one-stop partners.
- The types of entities that may be a one-stop operator include:
 - An institution of higher education;
 - An Employment Service State agency established under the Wagner-Peyser Act;
 - A community-based organization, nonprofit organization, or workforce intermediary;
 - A private for-profit entity;
 - A government agency;
 - A Local WDB, with the approval of the chief elected official and the Governor; or
 - Another interested organization or entity capable of carrying out the duties of the one-stop operator.

Recommendation

Recommend the Procurement of the One Stop Operator.
(Contract Beginning: July 1, 2024)

Next Steps

Timeline

- **1/18/2024** **Executive Committee approval to move forward to MCWDB.**
- 2/15/2024 Full Board Approval.
- 2/15/2024 Inform the Office of Procurement Services (OPS).

Office of Procurement Services

Elizabeth Kuttner

Procurement Officer, Maricopa County Office of Procurement

Questions?



Recommendation

Recommend the Procurement of the One Stop Operator.
(Contract beginning: July 1, 2024)



MCWDB Intent to Bid

Background – Who can be the One Stop Operator?

- One-stop operators may be a single entity (public, private, or nonprofit) or a consortium of entities. If the consortium of entities is one of one-stop partners, it must include a minimum of three of the one-stop partners.
- The types of entities that may be a one-stop operator include:
 - An institution of higher education;
 - An Employment Service State agency established under the Wagner-Peyser Act;
 - A community-based organization, nonprofit organization, or workforce intermediary;
 - A private for-profit entity;
 - A government agency;
 - **A Local WDB, with the approval of the chief elected official and the Governor;** or
 - Another interested organization or entity capable of carrying out the duties of the one-stop operator.

Benefits

- Closer performance oversight.
 - Streamlined staff hiring, training, and evaluation process.
- Increased continuity of service.
- Increased communication and collaboration between OSO and MCWDB.
- Cost-savings.

Process towards intention to Bid

- Create appropriate firewalls to ensure there are no conflicts of interest.
- Developed 3 documents:
 - Firewall Policy*
 - A One Stop Operator Agreement*
 - Conflict of interest Disclosure*
- Preliminary discussion, review, and/or approval of documents. ✓
 - Workforce Arizona Council staff
 - MCWDB Attorney

Recommendation

Recommend the MCWDB Intent to Bid on the Procurement of the One
Stop Operator.

(Contract Beginning: July 1, 2024)

Next Steps

Timeline

- **1/18/2024** **Executive Committee approval to move forward to MCWDB.**
- **2/15/2024** Full Board Approval.
- **02/2024** Chief Elected Official Approval & Workforce Arizona Council (on behalf of Governor) Approval.
- **02/2024** Inform the Office of Procurement Services (OPS).

Office of Procurement Services

Elizabeth Kuttner

Procurement Officer, Maricopa County Office of Procurement


Recommendation

Recommend the MCWDB Intent to Bid on the Procurement of the One
Stop Operator.

(Contract Beginning: July 1, 2024)



Thank You

 <p>MARICOPA COUNTY WORKFORCE DEVELOPMENT BOARD</p>	SECTION/REFERENCE:	POLICY NUMBER: XX
	ORIGINAL ISSUE DATE: XXXXXX	REVISION DATE: XXXXXX
	AUTHORIZED BY: Maricopa County Workforce Development Board APPROVED BY:	
SUBJECT: Workforce Development Board Firewall		

Purpose: To provide guidance in the commitment of the Maricopa County Workforce Development Board (MCWDB) to the highest level of system integrity, ethical behavior, and the appropriate oversight of the Workforce Innovation and Opportunity Act (WIOA) in order to comply with federal, State and local laws and regulations. In addition, to establish a "firewall" in the event of a real or apparent conflict of interest (COI).

Background: A "firewall" policy additionally ensures that individuals or representatives of organizations entrusted with public funds will not personally or professionally benefit from the award, administration, or expenditure of such funds. The possibility of a conflict of interest (COI) is inherent when an organization or entity is designated or is seeking to be designated to perform more than one of the following functions in the Local Workforce Development Area (LWDA): Local Fiscal Agent, Staff to the MCWDB, Member of the MCWDB, One Stop Operator (OSO), and provider(s) of services for Adults, Dislocated Workers, and Youth. As recipients of public funds, the MCWDB must ensure that its staff, members, and grantees use these resources for the benefit of the public rather than for personal benefit. This policy is intended to supplement but not replace any applicable county, State, and federal laws governing conflict of interest.

Who should read this policy: MCWDB Staff, grantees and their staff, sub-grantees and their staff, or other agencies providing program services funded through WIOA by the MCWDB.

Definitions:

- A. Conflict of Interest:** Refers to circumstances in which an individual or an organization the individual represents has competing interests that may affect the individual's ability to act objectively and without bias. There may be circumstances or actions that have the potential to undermine the impartiality of an individual because of a possible clash between the individual's own interests and their organizational role or between competing organizational roles when an individual serves in more than one organizational role. A conflict of interest would arise when an individual or organization has a financial or other interest (real or apparent) in or participates in the selection or award of funding for an organization. Financial or other interests can be established either through ownership or employment.
- B. Actual/Real conflict of interest:** A real conflict of interest exists when an individual in his or her official capacity participates in a decision-making process that has a direct effect on the financial interest of his or her personal or business interest or a member of his or her family.
- C. Apparent conflict of interest:** The appearance of a conflict of interest arises when an employee is assigned to participate in an official duty matter where an organization with which the employee has a

covered relationship is or represents a party to that matter or where the matter is likely to affect the interests of a household member, and there are circumstances that would cause a reasonable person with knowledge of the relevant facts to question the employee's impartiality in the official matter.

- D. Firewall:** An established policy or procedure that acts as a barrier or protection against an undesirable influence, outcome, or authority. Examples of firewalls include but are not limited to organizational arrangements that provide clear separation of duties and responsibilities, reporting hierarchy of managers and staff that provide clear separation between job duties and responsibilities, and conflict of interest/confidentiality/disclosure agreements.
- E. Individual:** An individual, i.e., employee, officer, board member or agent, any member of the individual's immediate family (spouse, partner, child, or sibling), or the individual's business partner.
- F. Organizational conflict of interest:** An organizational conflict of interest can arise when actions are taken or may appear to be taken by any entity involved in more than one role, such that the performance of that entity in one role affects its interest in its other role(s). Organizational conflicts must be mitigated with complete separation of duties, supervision, and restrictions on information access.
- G. Organization:** A public agency, for-profit, or not-for-profit entity that employs or has offered a job to an individual defined above. An entity can be a partnership, association, trust, estate, joint stock company, insurance company, or corporation, whether domestic or foreign, or a sole proprietor.

Policy:

For Individuals

- A. The MCWDB Staff and Members, One Stop Operator, Service Provider(s), and Fiscal Agent must act solely in the best interest of the community without regard to personal interest and must not participate in matters in which they have a disqualifying financial interest.
- B. No individual shall participate in the selection, award, or administration of a contract or grant funded by WIOA Title I-B or other federal, State, or County funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the individual, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein has a financial or other interest in the firm selected for an award.
- C. When a single entity operates in more than one of the following roles, including but not limited to local Fiscal Agent, MCWDB Staff, One Stop Operator, or Service Provider(s), it is required that such agency adhere to the policy set forth in this document.
- D. Any organization that has been selected or otherwise designated to perform more than one function must develop a written agreement with the MCWDB and Chief Local Elected Official (CEO) to clarify how the organization will carry out its responsibilities while demonstrating compliance with WIOA and corresponding regulations.

- E. Disciplinary actions, up to and including termination of employment, will be applied for violations of this policy by any individual.

For MCWDB

- A. While it is the responsibility of the MCWDB to select a One Stop Operator and providers, it is the responsibility of the CEO to execute contracts with selected entities/vendors. As such, selection of operators and providers is considered a shared function.
- B. Provider(s)
- a. The MCWDB selects the Career Services Provider. The expectations and terms of the service provider shall be documented in a contract approved by the MCWDB and BOS. Additional guidance on service provider selection can be found in the Shared Governance Agreement.
- C. One Stop Operator(s)
- a. The MCWDB must select the One Stop Operator (OSO) through a competitive process as required by Sec. 121(d)(2)(A) of WIOA, at least once every 4 years.
 - b. The OSO may be a single entity (public, private, or nonprofit) or a consortium of entities. If the consortium of entities is one of the One Stop partners, the entity must include a minimum of three of the required core one-stop partners. These mandated core partners include Workforce Innovation and Opportunity Act (WIOA) Title I, Wagner-Peyser/Employment Services, Adult Basic Education and Literacy, and Vocational Rehabilitation state grant programs. In a consortium, all contractual responsibility must rest solely with one legal entity serving as the fiscal agent. OSOs may include the following entities:
 - i. An institution of higher education;
 - ii. An employment service State agency established under the Wagner-Peyser Act (29 U.S.C. 49 et seq.);
 - iii. A community-based organization, nonprofit organization, or workforce intermediary;
 - iv. A private for-profit entity;
 - v. A government agency;
 - vi. A local board, with the approval of the chief elected official and the Governor; or
 - vii. Another interested organization or entity that is capable of carrying out the duties of the OSO may include a local chamber of commerce or other business organization, or a labor organization; or
 - viii. A nontraditional public secondary school such as a night school, adult school, or an area career and technical education school.
 - c. Should the MCWDB express interest in being the OSO, the following procedure shall be followed by MCWDB staff:
 - i. Inform the Maricopa County Office of Procurement Services, CEO, and Governor of intent to bid and file a conflict of interest statement with the Office of Procurement Services.
 - ii. Immediately recuse from all activities relating to the procurement of the OSO, including developing or drafting specifications, requirements, statements of work, or invitations for bids or requests for proposals, and selection of other entities reviewing and selecting the OSO.
 - iii. Establish clear separation of duties/functions and reporting between the MCWDB staff and MCWDB OSO role through the One Stop Operator Agreement.
 - iv. Receive approval of the CEO and the Governor.
 - d. Should the MCWDB be selected as the One stop Operator, the State will conduct One Stop Center Certifications. MCWDB staff shall assist the State in coordinating center certification visits.

Firewall Guidelines

- A. Fiscal Agent: The appropriate role of the fiscal agent is limited to accounting and funds management functions rather than policy or service delivery as per Title 2 CFR § 679.420.
- B. Service Provider: Providers delivering Title I, Dislocated Worker and Adult Services and Title I, Youth Direct Services will report any concerns or issues relating to conflicts of interest with the OSO directly to the Executive Director of the MCWDB and bypass the OSO.
- C. One Stop Operator: Shall report any concerns or issues relating to conflicts of interest with the Title I, Dislocated Worker and Adult Services and Title I, Youth Direct Service Providers directly to the MCWDB Executive Director (or designee) and bypass MCWDB staff and services provider.
- D. MCWDB: The MCWDB will be responsible for all conflict of interest oversight and monitoring activities, including but not limited to imposing separation of duties and/or functions among individuals and entities party to this policy and restriction of access to physical and electronic information. The MCWDB will be required to recuse themselves from any vote where a conflict of interest exists. All conflicts of interest will be shared with the MCWDB Executive Director (or designee) and the MCWDB Chair.

In the event of a conflict of interest with MCWDB staff, such person(s) will not be involved in any procurement process, selection process, discussions, and/or meetings.

In the event that a conflict involves the MCWDB Executive Director, the MCWDB Chair will communicate with the Maricopa County Board of Supervisors (Chief Elected Officials) designee, who provides oversight to the MCWDB Executive Director position.

In the event that the conflict involves the MCWDB Chair, the MCWDB Executive Director will communicate with the MCWDB Vice-Chair, Second Vice-Chair, or other MCWDB Executive Committee members, respectively.

- E. Technology, electronic documents, and physical documents: Access to technology, electronic documents, and/or physical documents are protected from MCWDB members due to files being stored at Maricopa County offices and servers. In order to ensure proper firewalls and the avoidance of real or apparent conflict of interest, should an entity perform more than one function, electronic information and/or physical information shall be kept in separate, locked, and password-protected in electronic drives within the County's servers and/or separate locked physical cabinets. This applies to MCWDB Staff, Fiscal Agent, Direct Service Provider(s), and One Stop Operator.

Violations of this policy must be reported and will be investigated. Any individual, contractor, or subcontractor who believes a violation of this policy has occurred must report it in writing within 90 days to the MCWDB Executive Director (or designee). If the possible violation pertains to the Executive Director, the violation must be reported to the Board Chair and the Maricopa County Board of Supervisors (Chief Elected Officials) designee. An investigation will be conducted to determine if a violation has occurred and whether the violation should result in sanctions.

REFERENCES

State Workforce Policy # 1: Workforce Innovation and Opportunity Act (WIOA) Local Governance Policy

State Workforce Policy #8: Conflict of Interest Policy

Arizona Law on Conflict of Interest ASRS Section 38-501 et. Seq.

Policy Management

Administrative revisions to the policy, which are consistent with local, State, and federal laws, may be made by the Maricopa County Workforce Development Board Executive Director, with notice to the MCWDB Board's Executive Committee. All other substantive revisions will go to the MCWDB's Executive Committee for review and recommendation to the full MCWDB for approval.

DRAFT

ONE STOP OPERATOR MEMORANDUM OF UNDERSTANDING

Between
Maricopa County Workforce Development Board and
One Stop Operator

This One Stop Operator Memorandum of Understanding (MOU) is made between the Maricopa County Workforce Development Board ("MCWDB") and the Maricopa County One Stop Operator ("OSO") to be a One Stop Operator for the MCWDB, per the requirements set forth in the Workforce Innovation and Opportunity Act of 2014 (WIOA) and Training and Guidance Letter 15-16, Section 11. This MOU is made in accordance with the policy of the Workforce Arizona Council.

I. PARTIES

- A. The parties to this Agreement are:
 - i. Maricopa County Board of Supervisors
 - ii. Maricopa County Workforce Development Board (MCWDB); and
 - iii. Maricopa County Workforce Development Board One Stop Operator ("OSO")
- B. The Maricopa County Board of Supervisors, Maricopa County Workforce Development Board, and One Stop Operator are collectively referred to as the "Parties" and individually as a "Party."

II. BACKGROUND RECITALS

- A. The Workforce Innovation and Opportunity Act (WIOA) was established to increase employment, education, and training for individuals with barriers, to support the alignment and improvement of the workforce development system, to improve the skills of workers to secure employment with family-sustaining wages, provide employers with a skilled workforce for competitiveness, and to provide workforce activities through state and local workforce development systems.
- B. Maricopa County is designated as the local workforce development area by the Governor and is the grant recipient funded to administer WIOA in Maricopa County, outside of the City of Phoenix.
- C. The MCWDB is the workforce development board for the Maricopa County Local Workforce Development Area.
- D. The MCWDB, through its One Stop Operator staff, is committed to providing comprehensive, integrated, and regional One Stop Operator services, as described in WIOA within the local workforce area.
- E. This MOU is established to ensure compliance with the MCWDB's Firewall policy and to demonstrate appropriate firewalls and internal controls. This requirement is designed to spell out protections against potential conflicts of interest.
- F. The Parties agree to a relationship built on mutual respect and cooperation, system integrity and ethical behavior which recognizes a common goal, operates in the best interest of the community, ensures transparent and open communication, and is timely and responsive in activities.

- G. The Parties acknowledge that WIOA laws and regulations, Training and Employment Guidance Letters (TEGLs), Uniform Administrative Guidance, State Law and applicable policies, the Arizona Department of Economic Security WIOA contract, and County policies shall be adhered to in their entirety. The Parties acknowledge that sub-recipients of Federal funds must follow the Uniform Guidance at 2 CFR § 200, including the contractual provisions in 2 CFR § 200.326 and 2 CFR § 2900.
- H. In consideration of the recitals set forth above and incorporated by reference, the Parties agree to the provisions contained within this document.

III. PURPOSE

- A. The purpose of the Agreement is to document the Parties' agreement and provide:
 - i. clear reference to service ownership,
 - ii. accountability, roles, and/or responsibilities,
 - iii. a clear, concise, and measurable description of services to be provided, as required by WIOA.

IV. DEFINITIONS

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

- A. Chief Elected Officials (CEO): the Maricopa County Board of Supervisors (BOS).
- B. Grant Recipient: the CEO, or designated entity, responsible for grant administration, compliance, policy, and oversight of the WIOA program and funds in the Local Workforce Area.
- C. Local Workforce Area: Maricopa County as designated by the Governor.
- D. Local Workforce Development Board: the Workforce Development Board as defined by 20 CFR § 679.310.
- E. Maricopa County Office of Procurement Services (OPS): Entity facilitating the competitive procurement and selection of the One Stop Operator.
- F. One Stop Operator: an organization or entity that assumes the unique administrative responsibility within the local workforce area system for coordinating the service delivery of required one stop partners and service providers.
- G. Training and Employment Guidance Letter(s) (TEGL): guidance letter(s) issued by the US Department of Labor.
- H. WIOA: the Workforce Innovation and Opportunity Act of 2014, as amended.

V. EFFECTIVE DATE, AND TERM

- A. This Agreement shall be effective as outlined in the One Stop Operator contract through the Maricopa County Office of Procurement Services (OPS). The MCWDB through Maricopa County will employ the Maricopa County One Stop Operator, who shall provide services on behalf of the MCWDB as outlined in their contract.
- B. Renewal and termination clauses shall be outlined in the One Stop Operator contract.

VI. AMENDMENTS

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

VII. AUTHORIZED OFFICIALS

- A. For the Workforce Development Board: The Chairman of the Maricopa County Board of Supervisors.
- B. For the One Stop Operator: The Chairman of the Workforce Development Board.

VIII. SCOPE OF WORK

- A. At a minimum, the One Stop Operator must coordinate the service delivery of required One Stop partners and service providers.
- B. Additional roles established by the MCWDB are identified in the in the One Stop Operator contract.

IX. SEPARATION OF DUTIES

- A. One Stop Operator
 - i. The One Stop Operator may not perform any of the following functions:
 - a. Develop, manage, or conduct the competitive procurement of service providers in which it intends to compete.
 - b. Convene system stakeholders to assist in the development of the local plan.
 - c. Prepare and submit local plans (as required under sec. 107 of WIOA).
 - d. Be responsible for oversight of itself.
 - e. Develop, manage, or participate, other than as a respondent, in the competitive selection process for One-Stop Operators.
 - f. Select or terminate One-Stop Operators or WIOA Title I service providers.
 - g. Perform monitoring functions of itself or any WIOA partners.
 - h. Evaluate itself as One-Stop Operator.
 - i. Negotiate local performance accountability measures.
 - j. Develop and/or submit a budget for activities of the MCWDB.
 - k. Establish practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term career and training services.
 - l. Serve as staff to the MCWDB, participate in any functions of the board and/or participate in any MCWDB staff meetings.
- B. Maricopa County Workforce Development Board
 - i. The MCWDB through its Executive Director agrees to:
 - a. Provide functional oversight of One Stop Operator.
 - b. Continually monitor One Stop Operator activities and interactions with existing staff to assure appropriate separation of duties and firewalls.
 - c. Maintain, at all times, a current, signed Conflict of Interest Agreement from the individual serving as One Stop Operator.

X. PERFORMANCE MEASURES

- A. Performance measurements shall be established by the MCWDB and according to the One Stop Operator contract.

- B. The OSO shall meet or exceed annual performance levels. Program year performance levels shall be effective after the MCWDB approves.
- C. Failure to meet any of the performance measures after the end of the Program Year may require a written corrective action plan from the OSO. If the Provider fails the same performance measure two consecutive years the MCWDB may terminate the current OSO contract and reprocur OSO services.

XI. INFORMATION SYSTEMS

- A. The MCWDB shall ensure OSO staff have access to the appropriate information systems and safeguard these information systems from unauthorized access, including MCWDB staff and service provider.

XII. STAFFING, SPACE, AND EQUIPMENT

- A. The MCWDB is responsible for providing appropriate staffing for the OSO to meet the needs of the One Stop Operator contract.
- B. The MCWDB is responsible for providing appropriate space and equipment necessary to deliver the aforementioned services and meet the performance requirements outlined in this document and the One Stop Operator contract. This may be accomplished through hiring of staff, leasing of space and procurement of equipment.
- C. Provider shall be expected to provide services throughout Maricopa County, excluding the City of Phoenix, at the Maricopa County comprehensive career centers and specialized sites.
- D. Any such space, equipment, or technology necessary for WIOA service provision shall be funded by WIOA and included in OSO's operating budget. The MCWDB shall be responsible for obtaining and maintaining equipment, software, or other information technology items through the Office of Enterprise Technology.

XIII. FUNDING

- A. Funds under this Agreement are provided by the Workforce Innovation and Opportunity Act (WIOA) Title I federal program from the U.S. Department of Labor. As such, the funds are subject to all the provisions of Public Law 113-128 as well as any guidance issued by the U.S. Department of Labor and DES.
- B. Funding for this Agreement is provided by the Catalog of Federal Domestic Assistance (CFDA):
 - i. Adult Worker – 17.258
 - ii. Dislocated Worker – 17.278
 - iii. Youth Program – 17.259
- C. Should the CEO determine that funds are not available for continuing these services, the CEO may cancel this Agreement. Every performance of the Parties under this Agreement is conditioned upon the availability of funds appropriated, allocated, or granted for performance. If funds are not available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event of termination, and

neither Party shall be obligated or liable for any future performance, payments, or for any damages as a result of termination under this paragraph.

- D. In the event of termination of this Agreement due to unavailability of funds, all outstanding payments due to the OSO (for completed performance under this Agreement) shall be paid within ten (10) days of the termination date of the Agreement.
- E. All WIOA eligible expenditures are cost-reimbursable.
- F. All funds must be spent within the ADES period of availability.

XIV. INVOICING

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

XV. REPORTS

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

XVI. NOTICES

- A. Notifications and communications concerning this Agreement shall be directed to the following:
 - i. Maricopa County Workforce Development Board: Executive Director
301 W. Jefferson St., 9th Floor, Phoenix, AZ 85003

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

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

- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 9.1.2; and
- iv. Have not within a three-year period had one or more public transactions (Federal, State, or local) terminated for cause or default.

XVIII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

- A. All Parties to this AGREEMENT certify that they prohibit discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.
- B. The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR § 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 § 37 and 38.

XIX. BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY

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

- b. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding. Person shall complete the Direct Service Position application (FBU-1003A) located at: <https://des.az.gov/digital-library/ders-direct-service-position>.

XX. FINGERPRINTING

- A. The Parties shall comply with the Provisions of A.R.S. § 46-141 as may be amended.
- B. The County shall ensure that all employees, comply with all applicable (current and future) legal requirements relating to fingerprinting, fingerprinting clearance cards, certification regarding pending or past criminal matters, and criminal records checks that relate to AGREEMENT performance.
- C. Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited to, the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certification regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as it relates to employment with Maricopa County. The County is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to work assignment performance.
- D. To the extent A.R.S. § 46-141 is applicable to employment performance, the following provisions apply:
 - i. Personnel who are employed by the County, whether paid or not, and who are required to perform duties that are funded by WIOA shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within (7) seven working days of employment.
 - ii. If a person employed by the County is awaiting trial or has been convicted of any of the offenses listed therein in the State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card, may not perform any duties that are funded by WIOA.

XXI. COMPLIANCE WITH APPLICABLE LAWS

- A. Parties shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal, State, and Local governments whether or not specifically referenced herein.
- B. Unless exempt under Federal law, Parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5, as updated in State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. The Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment of qualified persons because of physical or mental

disability. The Parties shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

- C. Parties shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of, or participation in, contract services on the basis of race, color, or national origin. Both parties shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibits discrimination on the basis of physical or mental disabilities in the provision of contract programs, services, and activities.

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

- A. By entering into the AGREEMENT, the Parties warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The Parties shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the AGREEMENT. The Parties and their subcontractors shall also maintain Employment Eligibility Verification forms (1-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the AGREEMENT and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. 1-9 forms are available for download at USCIS.GOV.
- B. The County retains the legal right to inspect the Party and subcontractor employee documents performing work under this AGREEMENT to verify compliance with paragraph 23.1.1 of this Section. The Parties and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Parties or any of its subcontractors are not in compliance, the County will consider this a material breach of the AGREEMENT and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the AGREEMENT for default, and suspension and/or debarment of the Parties. All costs necessary to verify compliance are the responsibility of the Parties.

XXIII. SEVERABILITY

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

XXIV. DRUG AND ALCOHOL-FREE WORKPLACE

- A. All Parties to this AGREEMENT certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR § 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient

shall notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR § 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 § 94.

XXV. CERTIFICATION REGARDING LOBBYING

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

XXVI. BUY AMERICAN PROVISION

- A. Each Party that receives funds made available under title I WIOA certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA § 502 and 20 CFR § 683.200(f).

XXVII. SALARY COMPENSATION AND BONUS LIMITATIONS

- A. Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109- 234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, § 105) and 114-223, and WIOA § 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

XXVIII. GOVERNING LAW

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

XXIX. ENTIRE AGREEMENT, MODIFICATION, ASSIGNMENT, AND COUNTERPARTS

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

XXX. SURVIVAL

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

XXXI. CONFLICT WAIVER

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

(Remainder intentionally left blank: Signatures to follow)

DRAFT

IN WITNESS THEREOF, the Parties have signed this Agreement:

Approved By: MARICOPA COUNTY
WORKFORCE DEVELOPMENT BOARD

Leah Hill, Chairperson, Workforce Development
Board

Date

Approved By: MARICOPA COUNTY BOARD OF
SUPERVISORS

Clint Hickman, Chairman, Board of Supervisors

Date

Attested to:
Juanita Garza, Clerk, Board of Supervisors

Date

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

APPROVED AS TO FORM:

Deputy County Attorney

Date

MODIFIED FROM APPENDIX 8.1 ARIZONA CHAPTER 8 CONFLICT OF INTEREST

CONFLICT OF INTEREST AND FIREWALL DISCLOSURE MEMORANDUM

TO: (Name and position of Public Agency Supervisor)

FROM: (Name and position of employee or officer)

RE: CONFLICT OF INTEREST DISCLOSURE PURSUANT TO A.R.S. §§ 38-501 to -511 AND FIREWALL DISCLOSURE

1. Identify the decision, case investigation, or other matter in which you or your relative may have a "substantial interest" under A.R.S. §§ 38-501 to -511 or need for a "firewall" under WIOA and TEGL 15-16.
 - Consistent with WIOA sec. 121(d)(4)(A) and (C), any organization or entity that has been selected to perform multiple functions in a Local Area must develop a written agreement with the Local Workforce Development Board (WDB) and the Chief Local Elected Official (CLEO) to clarify how the organization will carry out its responsibilities while demonstrating compliance with WIOA and corresponding regulations, the Uniform Guidance, and conflict of interest policies of both the State and the organization or entity performing multiple functions. A conflict of interest can arise when actions are taken or may appear to be taken by any entity involved in more than one role, such that the performance of that entity in one role affects its interest in its other role, thereby making it difficult for the entity to perform the procurement process objectively and impartially. Therefore, proper firewalls must be in place to ensure the transparency and integrity of the procurement process and demonstrate to the public and to the Department that the selection process was impartial and that no preferential treatment was given to the awardee. The possibility that a conflict of interest may arise is inherent when entities are performing, or seeking to perform, multiple functions within the workforce development system. Listed below are some possible ways to avoid certain conflicts of interest that can arise in the One Stop Operator (OSO) competition process.
 - One way to avoid a conflict of interest is to establish effective conflict of interest policies and maintain appropriate firewalls that apply when the Local WDB competes to be the One Stop Operator. This may include, for example, a requirement for an outside entity to conduct the competition. For example, the Local WDB could contract with a separate and independent outside entity to conduct the competition. Outsourcing the entire process (including development of requirements, drafting the RFP or IFB, evaluation of proposals/bids, and identification of best entity) to an alternate entity would be the best practice in this circumstance to avoid a conflict of interest. These costs and activities would be allowable under WIOA. Alternatively, the State WDB or a State agency could conduct the competition where a Local WDB is competing to be the one-stop operator.

MODIFIED FROM APPENDIX 8.1 ARIZONA CHAPTER 8 CONFLICT OF INTEREST

2. Describe the "substantial interest" or "firewall assurances" referred to above.

- The party selected as the OSO, has completely separate OSO staff for the separate functions of OSO (i.e. the OSO staff shall not be involved with any board functions, including but not limited to development of the local plan, MOU/IFA, etc.).
- OSO staff is located at the Maricopa County comprehensive career centers and shall remain separate from WDB staff.
- OSO staff shall functionally report directly to the WDB through monthly, quarterly, and annual reports and administratively to the Executive Director of the WDB.
- OSO staff shall have separate/individual meetings with the Executive Director of the WDB to report progress and challenges.
- The entire procurement/competition process shall be conducted by the Maricopa County Office of Procurement Services, WDB staff shall not participate in any part of the procurement process including but not limited to WDB meetings regarding the scope of work, development of the scope of work, evaluation panel, etc.
- An external evaluation panel of experts will be sought by the Maricopa County Office of Procurement Services to avoid a conflict of interest.

Statement of Disqualification

To avoid any possible conflict of interest under A.R.S. §§ 38-501 to -511, I will refrain from participating in any manner in the matter identified above.

DATE

SIGNATURE



Information/Discussion Only.
2025–2027 Local Plan Timeline and Process

2025-2027 Local Plan Timeline and Process

Activity / Action:	Target Date:	Staff/Stakeholder Involved:	Notes:
State Official Timeline (SEE EXPANDED TIMELINE BELOW)			
Local Boards: Local Plan Development Begins	03/2024 – 09/2024		
In-Demand Industry and Occupation Training	04/2024 - 05/2024		
Local Plans due to OEO	9/3/2024		
OEO Review/Feedback to LWDBs	09/2024 – 10/2024		
Final submissions due (only if a LWDB is required to make any changes per feedback from WAC staff)	11/8/2024		
Q4 WAC Approval (Exec Committee)	11/14/2024		
Q4 WAC Approval (Full Council)	11/21/2024		
Local Plans Effective	1/1/2025		
Activity / Action:	Target Date:	Staff/Stakeholder Involved:	Notes: Include Public/Stakeholder input and timeframes
Expanded Timeline			
Share existing plan & contributions/steps for new plan development with immediate stakeholders	1/2024		
Initial revisions of Local Plan Sections (See First Tab)	1/2024 - 3/2024		
Official Local Plan guidance received from State - including final State Plan information	03/2024		
Revisions based on any new local plan guidance	4/2024		
Surveys, partner 1:1 meetings, partner input	4/2024 - 05/2024		
Hold virtual/in-person public hearings for feedback:	05/2024 - 06/2024		
EVCC Session			Information on session to go out via email, website and potentially via AZ Business Gazette - virtual and in-person option.
		TBD	
WVCC Session			Information on session to go out via email, website and potentially via AZ Business Gazette - virtual and in-person option.
		TBD	
Final Stakeholder/Board member feedback and input	6/2024		
Revise Local Plan narrative per provided feedback.	6/30/2024		
Post revised Local plan to Website for public viewing & Add to AZ Business Gazette.	07/2024 - 08/2023		15-30 day public comment period
Public comment period	07/2024 - 08/2024		15-30 day public comment period
Revise Local Plan per public comment.	08/15/2024		
Add final data, figures, and negotiated performance measures.	08/30/2024		
Submit local plan to OEO for review/feedback.	09/2024		
Submit local plan to MCWDB EC	9/19/2024		
Submit local plan to MCWDB	10/17/2024		
Submit local plan to BOS for Approval	11/06/2024		
Workforce Arizona Council Executive Committee Meeting Approval	11/14/2024		
Workforce Arizona Council Meeting Final Approval	11/21/2024		



Information/Discussion Only.

Workforce Development Dashboard



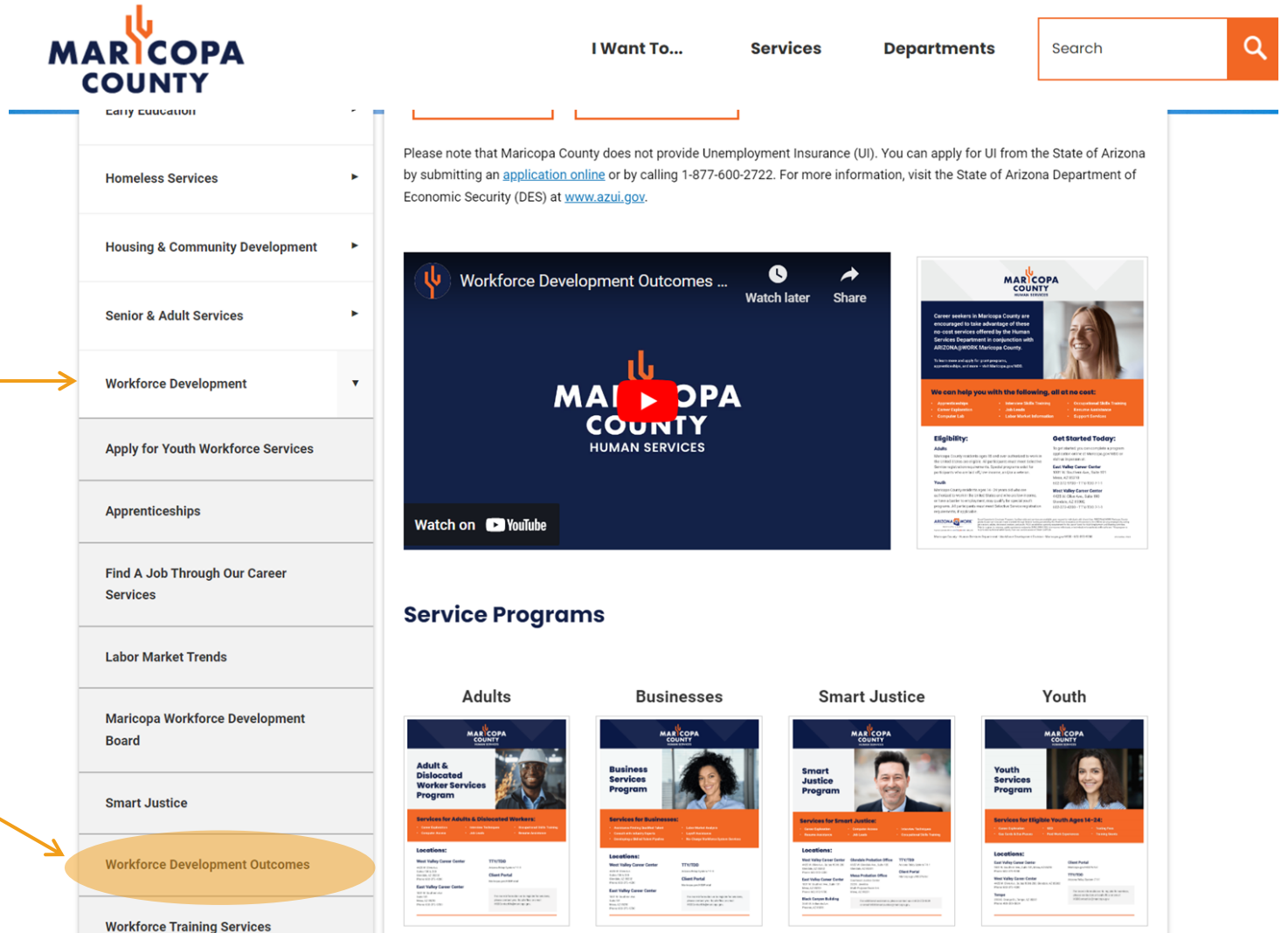
Workforce Development Outcomes Webpage Walk-Through

Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities. ARIZONA@ WORK Maricopa County Youth Services products and services are made available through federal funding provided by the Workforce Innovation and Opportunity Act; serving employers by aiding job seekers, adults, dislocated workers and youth.



Maricopa.gov/WDD

- Visit Maricopa.Gov/WDD
- Click “Workforce Development” on Navigation Bar
- Select “Workforce Development Outcomes”



The screenshot shows the Maricopa County Human Services website. The navigation bar includes "I Want To...", "Services", and "Departments", along with a search box. The left sidebar lists various services, with "Workforce Development Outcomes" highlighted in an orange oval. The main content area features a video player for "Workforce Development Outcomes" and a text block stating that Maricopa County does not provide Unemployment Insurance (UI). Below this, there are four service program cards: "Adults", "Businesses", "Smart Justice", and "Youth".

MARICOPA COUNTY
HUMAN SERVICES

I Want To... Services Departments Search

early education

Homeless Services

Housing & Community Development

Senior & Adult Services

Workforce Development

Apply for Youth Workforce Services

Apprenticeships

Find A Job Through Our Career Services

Labor Market Trends

Maricopa Workforce Development Board

Smart Justice

Workforce Development Outcomes

Workforce Training Services

Please note that Maricopa County does not provide Unemployment Insurance (UI). You can apply for UI from the State of Arizona by submitting an [application online](#) or by calling 1-877-600-2722. For more information, visit the State of Arizona Department of Economic Security (DES) at [www.azui.gov](#).

Workforce Development Outcomes ... Watch later Share

MARICOPA COUNTY HUMAN SERVICES

Watch on YouTube

Service Programs

Adults

Businesses

Smart Justice

Youth

Webpage Objective

WORKFORCE DEVELOPMENT OUTCOMES

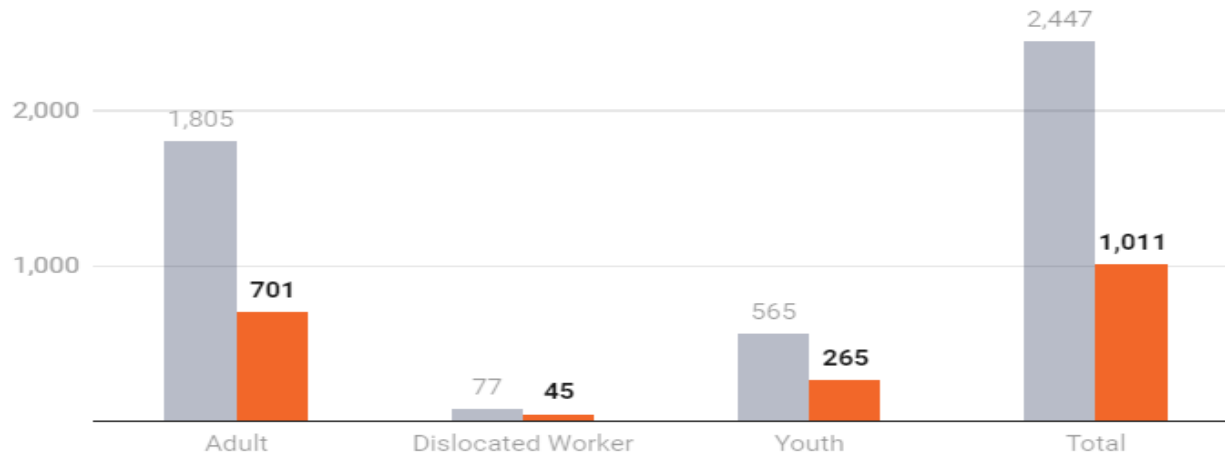
Within Maricopa County's Human Services Department, the Workforce Development Division plays a pivotal role, offering an array of essential services tailored to both career seekers and local businesses. The Workforce Development Outcomes reports include a variety of key measures that provide insight into program activities. The detailed reports linked below provide insight into the number of people served within each program area as well as comparisons to the previous program year (PY).

Participation and Traffic

Career Seeker Data

Overall Program Participation

■ PY22 (Q1) ■ PY23 (Q1)



Created with [Datawrapper](#)

Comprehensive Center Traffic

■ West Valley ■ East Valley

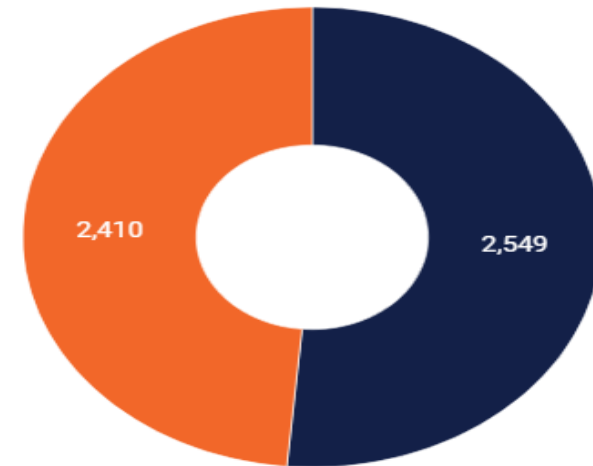


Chart: PY23 Q1 • Created with [Datawrapper](#)

Apprenticeship and WEX Program

Apprenticeship Participation Breakdown

Phoenix Electrical AZ Sheet Metal IEC ABA Wilson Elec.
Rummel Const. United Health

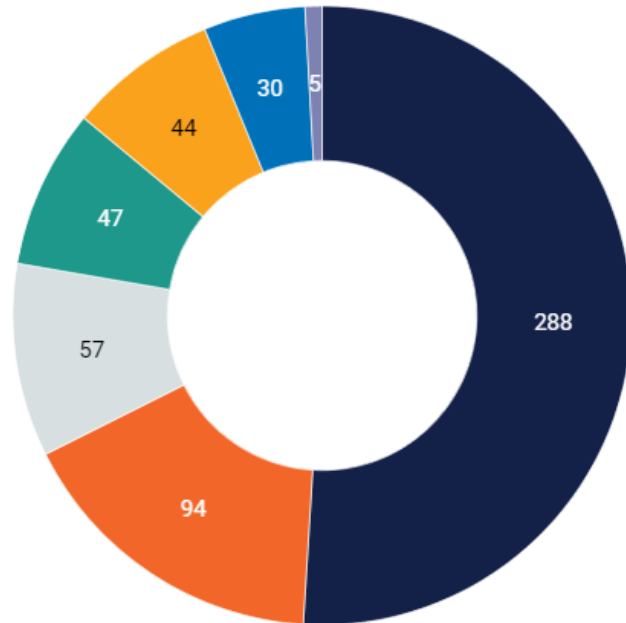


Chart: PY23 Q1 • Created with [Datawrapper](#)

Youth Work Experience Participants

PY22 (Q1)



PY23 (Q1)



Created with [Datawrapper](#)

Smart Justice Work Experience

Participants

PY22 (Q1)



PY23 (Q1)



Created with [Datawrapper](#)

Program Accomplishment

(Previous FY)



2,236

Participants were employed within 6 months upon successful exit of our programs.



1,100+

Industry-recognized credentials were obtained through our program and partners, directly increasing our clients' competitiveness in their respective industries.



1,700+

Participants obtained measurable skills gains leading to increased employability.

Average Participant Wages

(Previous FY)

Average Quarterly Wages

In fiscal year 2023, average quarterly wages upon successful completion and exit were well above negotiated state requirements across all programs.

Youth Program

\$6,350.85

Maricopa County

\$4,900.00

State Level

Adult Program

\$9,692.31

Maricopa County

\$7,537.00

State Level

Dislocated Worker Program

\$9,961.45

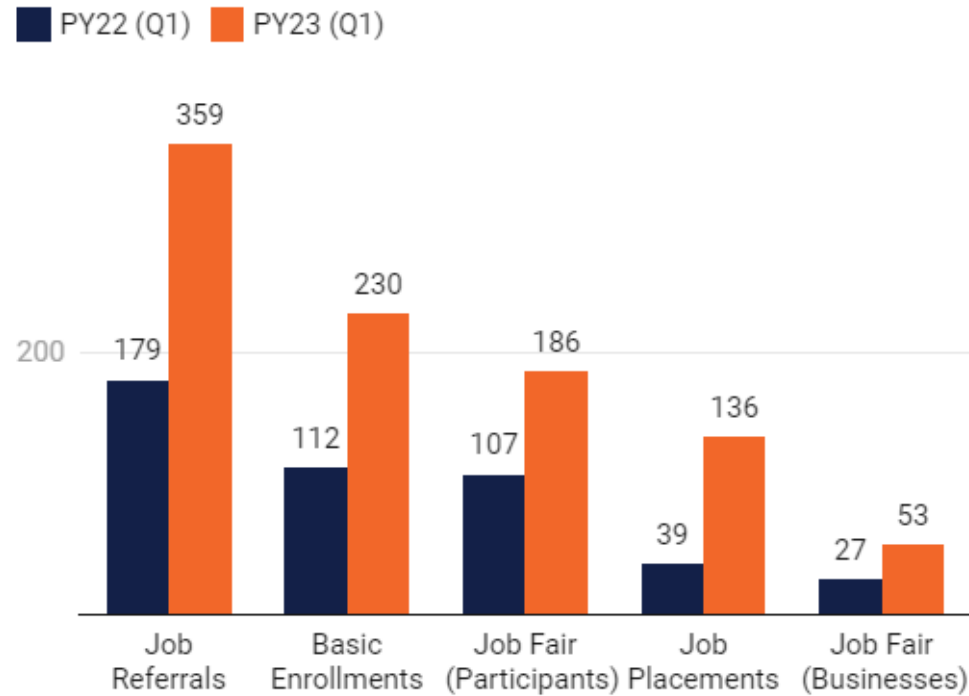
Maricopa County

\$9,029.00

State Level

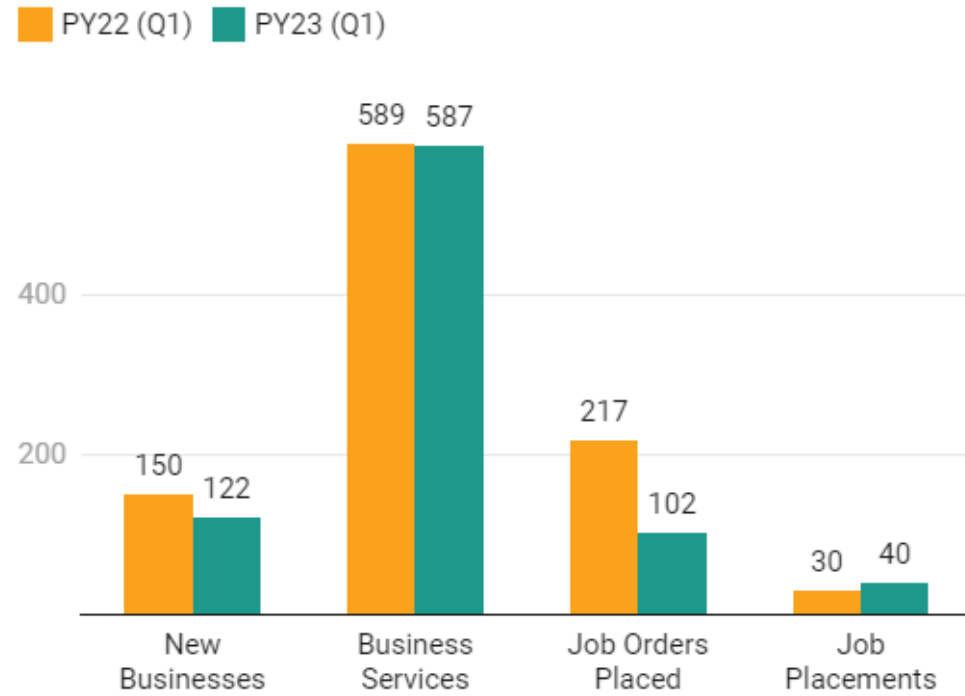
Business & Community Services

Workforce Development Coordinators



Created with [Datawrapper](#)

Business Service Representatives



Created with [Datawrapper](#)

Archived Reports

Previous Outcomes

PY 2023

- [Quarter 1](#)

PY 2022

- [Quarter 4](#)

November 2023

Quarter 1 Report PY23

Maricopa County
Human Services Department
Workforce Development Division

Priority Population Summary

Priority of Service was implemented to ensure those most in need were receiving assistance. This approach has been instrumental in navigating the decrease in budget from PY22 to PY23. At the beginning of PY22, Maricopa County was ranked in the bottom 3 amongst all local areas, we are currently 3rd overall. For a LWA to be as diverse and populous as ours, this is a huge accomplishment and a true testament to the work being done by our Title 1B frontline staff.

Work Experience

A Work Experience (WEX) is a planned, structured learning limited time. Work Experiences may be paid or unpaid, such as the Fair Labor Standards Act. A Work Experience development and includes academic and occupational training to the participant as outlined in a Worksite Agreement through the WIOA grant.

Youth Program

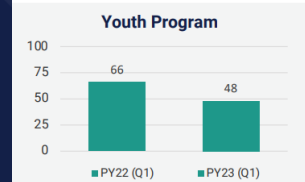
The Youth WEX program experienced a decrease in participation during the 1st quarter, compared to last years participation. We are actively doing Youth outreach in the east and west valley to increase these numbers.

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Maricopa County • Human Services Department • Workforce Development



Program Highlights

Youth Program

This summer, The Maricopa County Human Services Department received funding to support a Youth Summer Employment Program. Two organizations were selected, The Greater Phoenix Urban League and Equus to deliver this program. During this past summer, The Greater Phoenix Urban League was able to support and provide 106 youth with summer employment. Currently, the Youth Program is working collaboratively with Greater Phoenix Urban League to help transition some of the Summer Youth Employment program attendees to the WIOA Youth Workforce Program. The Youth team is working to identify opportunities to meet youth to assist them with the next steps to enrolling into the program. Once enrolled, youth will continue to have opportunities to access additional work experience opportunities in addition to the 13 other elements provided by the Youth Program. During Q1, the Youth Program facilitated 109 new youth enrollments and initiated 722 new services. The Youth team also focused heavily on community outreach with an emphasis on foster and justice involved youth. Details regarding the Youth Program were presented at a symposium that included multiple foster agencies. Staff also visited Halle House, an independent living facility for foster kids to promote access to services and resources. A Youth Career Advisor was also stationed at the Mesa Probation office on Wednesdays to engage justice involved youth. Outreach continued through our ties with local schools and title partners presenting at Gilbert Adult School and Rio Salado College. Other high school events attended include resource or career fairs at: Skyline, Hamilton, Mountain View and La Joya. Lastly, the team also engaged and promoted services at the Mesa Public Schools Education Fair.

Smart Justice Program

Smart Justice is always seeking to identify opportunities to provide equitable, direct in-person Reentry Based Workforce Curriculum to clients that are currently incarcerated. This has led to a new collaboration with the Maricopa County Sheriff's Office's Choose to Change Reentry Program. The Choose to Change Reentry Program is an 8-week cohort currently offered at Estrella & Watkins Jail that encourages positive behavior and helps those in custody make better life choices to end the cycle of reoffending. The Smart Justice Coaches have begun facilitating Two hour in person workshops for Choose to Change participants, in which the team has developed curriculum to inspire integrity and a new mindset for reentering the workplace.

Maricopa County • Human Services Department • Workforce Development • Quarter 4