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# MEMORANDUM OF UNDERSTANDING

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**MOU 2023-2026**

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**For Partners of the  
ARIZONA@WORK-Yuma County**

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Revised and Adopted this 19<sup>th</sup> day of June 2023 to reflect requirements by the Workforce Arizona Council (WAC) Local Governance Policy approved on February 2017, in accordance with the Workforce Innovation and Opportunity Act (WIOA), and Code of Federal Regulations 20 CRF 678.420.

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## **LEGAL AUTHORITY**

The Workforce Innovation and Opportunity Act (WIOA) sec. 121(c)(1) requires the Yuma County Workforce Development Board (LOCAL BOARD), with the agreement of the Chief Elected Official (CEO) (in Yuma County, the CEO is the Yuma County Board of Supervisors (BOS)), to develop and enter into a Memorandum of Understanding (MOU) between the LOCAL BOARD and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local area.

This requirement is further described in the WIOA; 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.

## **PURPOSE OF THE MEMORANDUM OF UNDERSTANDING**

This MOU is executed between the Yuma County Workforce Development Board (LOCAL BOARD), the ARIZONA@WORK-Yuma County mandated Core Partners, and the Yuma County Board of Supervisors (BOS); collectively referred to as the “Parties” to this MOU.

This MOU is developed to confirm the understanding of the Parties regarding the operation and management of the Yuma County ARIZONA@WORK Centers in the Local area in Yuma County (LWDA). The LOCAL BOARD provides oversight of workforce programming for the LWDA.

The LOCAL BOARD, with the agreement of the BOS, has (competitively) selected a one-stop operator for the LWDA, as further outlined in the “One-Stop Operator” section.

The Infrastructure Funding Agreement establishes a financial plan, including terms and conditions, to fund the services and operating costs of the LWDA One-Stop Centers. The Parties to this MOU agree that joint funding is an essential foundation for an integrated service delivery system and necessary to maintain the high standard of the Yuma County-ARIZONA@WORK Centers.

The Vision, Mission, System Structure, Terms and Conditions, One-Stop Operating Budget, and Infrastructure Funding Agreement outlined herein reflect the commitment of the Parties to their job seeker and business customers, as well as to the overall Yuma County community.

## INTRODUCTION

Changing labor markets, unexpected events such as the COVID-19 pandemic, and advances in technology have revolutionized how businesses find talent and jobseekers look for work. Social media, online talent platforms, professional networking sites are evolving rapidly, and perpetuating shifts in labor market dynamics. Additionally, rising consumer expectations and global competition have transformed how business is conducted in most industries. Employers must move faster and more efficiently in order to stay ahead of (or at least keep up with) competitors. This makes it imperative for the public workforce system to continuously adapt and reframe strategies and policies designed to support employers and job seekers.

The LOCAL BOARD in Yuma County seeks to establish a system that stands in stark contrast to the “traditional”/historical transaction-based model, whereby each agency operates its own business and job seeker services functions, and participants move from place to place seeking services. Instead, the goal is to create integrated locations and a unified structure and process of proactive, transparent, and effective job seeker and business services, orchestrated by a seamless collaboration of talent development and support agencies.

The purpose of this Memorandum of Understanding (MOU) is to define the parameters within which education, workforce, economic development, and other Partner programs and entities operating in the LWDA create a seamless, customer-focused one stop center 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.

## VISION

Consistent with 20 CFR § 679.300 (a) and (b), the vision for the LOCAL BOARD is to serve as a strategic leader and convener of local workforce development system stakeholders.

The LOCAL BOARD partners with employers and the workforce development system to develop policies and investments that support public workforce system strategies that support regional economies, the development of effective approaches including local and regional sector partnerships and career pathways, and high quality, customer centered service delivery and service delivery approaches;

The purpose of the LOCAL BOARD is to:

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

2. Assist in the achievement of the Arizona State Plan; and
3. Maximize and continue to improve the quality of services, customer satisfaction, effectiveness of the services provided.

## **CENTER LOCATIONS**

The LWDA has three Centers that are designed to provide a full range of assistance to job seekers and to the business community.

Disclaimer: The LOCAL BOARD is currently seeking to expand services to different areas of the County. Various access points will be strategically selected to ensure proper programmatic accessibility throughout the whole County.

### **COMPREHENSIVE CENTER**

#### **One-Stop Career Center**

3826 W 16<sup>th</sup> Street, Yuma AZ 85364

Phone: (928) 329-0990

TTY: (928) 329-6466

Operating Hours: Monday – Thursday: 8:00AM to 5:00PM & Friday: 9:00AM – 5:00PM

The LOCAL BOARD is currently assessing the feasibility and need of making services available at non-traditional hours.

### **SPECIALIZED YOUTH CENTER**

#### **Martin Luther King Youth Center**

300 S 13<sup>th</sup> Avenue, Yuma AZ 85364

Phone: (928) 783-9347

TTY: (928) 329-6466

Operating Hours: Monday – Friday; 8:00AM to 5:00PM or 8:00AM to 7:00PM as needed for Youth activities. The LOCAL BOARD is currently assessing the feasibility and need of making services available at non-traditional hours. Title IB program services are only provided at this location.

### **SPECIALIZED SOMERTON RESOURCE CENTER**

#### **Somerton Career Resource**

201 N. Bingham Avenue Suite 6, Somerton, AZ 85350

Phone: (928) 550-6664

TTY: (928) 329-6466

Operating Hours: Monday – Thursday; 8:00AM to 5:00PM and Friday from 9:00AM to 5:00PM. The LOCAL BOARD is currently assessing the feasibility and need of making services available at non-traditional hours.

### **SPECIALIZED SAN LUIS RESOURCE CENTER**

#### **San Luis Career Resource**

1453 N. Main Street San Luis, AZ 85349

Phone: (928) 236-1230

TTY: (928) 329-6466

Operating Hours: Monday – Thursday; 8:00AM to 5:00PM and Friday from 9:00AM to

5:00PM. The LOCAL BOARD is currently assessing the feasibility and need of making services available at non-traditional hours.

## ONE STOP OPERATOR

The LOCAL BOARD selected the one-stop operator, EQUUS Workforce Solutions, through a competitive process in accordance with the Uniform Guidance, WIOA and its implementing regulations, and Local procurement laws and regulations. All documentation for the competitive one-stop operator procurement and selection process is published and may be viewed on the Yuma County Local WDB website at: [www.ypic.com](http://www.ypic.com) or [www.arizonaatwork.com](http://www.arizonaatwork.com). The State requires that the one-stop operator is re-competed at least every three years and no later than every four years. Functional details are outlined in the Roles and Responsibilities of Partners section, under One-Stop Operator.

*Disclaimer:* The LOCAL BOARD will ensure that firewalls and internal controls are in place to comply with Employment and Training and Guidance Letter WIOA No. 15-16 and Workforce Arizona Council Conflict of Interest Policy Approved on 02/28/2019.

## PARTNERS SERVICES

Section 121(b) (1) (B) of WIOA identifies the entities that are required partners in the local one-stop delivery systems.

The following table represents the required WIOA partners/programs and the organizations that represents each program in Yuma County's One Stop Centers. Additionally, a description of the services provided by the partner agencies is listed.

### DESCRIPTION OF SERVICES PROVIDED BY PARTNERS:

PARTNERS/ AUTHORIZATION/ LOCATION	DESCRIPTION OF SERVICES
<p><b>Department of Economic Security Employment Services</b></p> <p>(ES) program, authorized under Wagner-Peyser Act (29 U.S.C.49 et seq.) as amended by title III of WIOA</p>	<p>Wagner-Peyser (WP) Employment Services focuses on providing a variety of employment related labor-exchange services including, but not limited to: job-search assistance, job referral, placement help for job seekers, and re-employment services to unemployment insurance claimants. Services are delivered in one of three modes: self-service, facilitated self-help services and staff-assisted service delivery.</p> <p>Depending on the needs of the labor market, other services – such as assessment of job-seekers' skills, abilities and aptitudes, career</p>

<p><b>WP Employment Services physical access:</b></p> <p>Comprehensive One Stop Center</p> <p>Ismail Rangel Workforce Manager Department of Economic Security</p> <p>3826 W. 16<sup>th</sup> Street Yuma, AZ 85364</p> <p>Brent Maloney Employer Engagement Manager</p> <p>DES Office: 480-417-6670</p> <p>Services are accessible through telephone or virtual appointment scheduler</p> <p>WP Services can be accessed through <a href="https://workappointment.azdes.gov/">https://workappointment.azdes.gov/</a> or (833) 762-8196</p> <p>Office: (480) 309-1380 TTY/TDD: (844) 770-9500 Ext. 711</p>	<p>guidance when appropriate; job-search workshops and referral to training may be necessary.</p> <p>Job seekers who are veterans receive priority referral to jobs and training, as well as veteran specific employment services. Also delivers specialized services to individuals with disabilities, migrant and seasonal farm-workers, ex-offenders, youth, minorities and older workers.</p> <p>Wagner-Peyser (WP) Business Services focuses on working together with local businesses to develop solutions that address company and industry-related workforce issues. WP Business Services provides a variety of employer related workforce recruitment services to local employers. In addition to referring job seekers to available job openings, include: helping develop job-order requirements; sharing labor market information pertinent to each employer based on location, industry, and economic conditions; matching job seekers' experience with job requirements, skills and other attributes; helping employers with special recruitment needs; arranging for job fairs with a focus on hiring events; helping employers analyze hard-to-fill job orders; and providing rapid response and layoff aversion services to employers in need.</p>
<p><b>Adult Education and Literacy</b></p> <p>WIOA Title II Adult Education and Family Literacy Act (AEFLA) program</p> <p>Adult Education Programs are accessed by referrals from the One Stop staff.</p>	<p>Adult Education and Literacy is responsible for enabling adults to acquire the basic skills necessary to function in today's society so that they can benefit from the completion of secondary school, enhanced family life, attaining citizenship and participating in job training and retraining programs.</p> <p><b>Adult Basic Education (ABE)</b> - instruction aligned to the Arizona Adult Education Content Standards to students with educational functioning levels below secondary education (pre-GED test level). Workforce Preparation activities can be provided concurrently with ABE instruction.</p>

Adult Literacy Plus of  
Southwest Arizona (ALPS)  
[www.alpsaz.org](http://www.alpsaz.org)

[www.facebook.com/AdultLiteracyPlus](http://www.facebook.com/AdultLiteracyPlus)

Jesse Figueroa, M. Ed.  
Program Director  
[jfigueroa@alpsaz.org](mailto:jfigueroa@alpsaz.org)

825 S. Orange Ave.  
Yuma, AZ 85364

Office: 928-343-9363  
Fax: 928-539-1918

South Yuma County  
Consortium / Somerton Adult  
Education (SYCC)  
[www.ssd11.org](http://www.ssd11.org)  
[www.facebook.com/somertonschooldistrict](http://www.facebook.com/somertonschooldistrict)

Bandon Onisko, M.Ed.  
Adult Education Coordinator  
[bonisko@ssd11.org](mailto:bonisko@ssd11.org)

1011 N. Somerton Ave.  
Somerton, AZ 85350

Office: 928-341-6714  
Office: 928-341-6190

\*Programs may be accessed  
via the Client Referral System  
(CRS) at [crs.ypic.com](http://crs.ypic.com).

\*\*Instruction is available Face-  
to-Face, remotely & at-a-  
distance (web-conferencing

**Adult Secondary Education (ASE)** - literacy instruction aligned to the Arizona Adult Education Content Standards to students with educational functioning levels above basic education (High School Equivalency (HSE) test and college preparation level). ASE activities are designed to lead to the attainment of a secondary diploma (or its equivalent) and transition to postsecondary education/training or employment. Workforce Preparation activities can be provided concurrently with ASE instruction.

**English for Speakers of Other Languages (ESOL)** - English language instruction designed to help eligible learners achieve proficiency in reading, writing, speaking and listening that leads to attainment of a secondary diploma (or its equivalent), transition to postsecondary/training, or employment. To meet the requirement of leading to the attainment of a secondary diploma (or its equivalent), transition to postsecondary education/training, or employment, the ELAA program: 1) aligns to the Arizona Adult Education Content Standards, 2) offers college/career counseling services, and/or 3) is part of a career pathway.

**Integrated English Literacy and Civics Education (IELCE)** - education services provided to English language learners to achieve competence in the English language and acquire the basic and more advanced skills needed to function effectively as parents, workers, and citizens. Services include; 1) instruction in literacy and English language acquisition, and 2) instruction on the rights and responsibilities of citizenship and civic participation. Services include workforce preparation and workforce training.

**Workforce Preparation** - instruction provided concurrently with ABE, ASE, or ESOL/IELCE activities designed to help students acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills. Participation in workforce preparation activities is designed to lead to employability skills and the development of competencies in using resources and information, working with others, and understanding systems to successfully transition into and complete postsecondary education/training and employment.

**Integrated Education and Training (IET)** - instruction provides adult education and literacy activities concurrently and contextually with workforce preparation activities and workforce training for a specific occupation or occupational cluster for the purpose of educational and career advancement. IET components are: 1) adult education and literacy, 2) workforce preparation activities, and 3) workforce training. Instruction is based on occupationally relevant materials for the purpose of educational and career advancement.

<p>applications), or a combination of both modalities (HyFlex).</p> <p>***Classes available Monday to Friday (hours vary depending on site location).</p> <p>****Both locations are open from 8:00 AM to 8:00 PM, Monday to Friday.</p>	<p>Participation is intended for students at all skill levels, including adults with low academic skills.</p> <p><b>Integrated English Literacy and Civics Education PLUS Training (IELCE + T)</b> - integrated English literacy and civics program for English language learners that includes the IELCE educational services and is delivered in combination with IET activities.</p> <p><b>Intake, Assessment and Orientation</b> - Programs have intake, assessment, and orientation processes that help students and staff determine an individual's readiness for participation in the program. This includes activities to help the individual assess his/her own schedule and potential barriers to successful participation in instruction. It also includes a discussion of the individual's reasons and goals for participation. Programs will have attendance and other policies that are consistently enforced to help students develop the self-management skills to persist in services, with the goal that those skills will transfer to employment situations.</p> <p><b>Case Management:</b> Programs will have at least one College and Career Navigator (CCN) who works with students to address barriers to participation and to plan and prepare for transition to postsecondary education and/or training. The CCN will build and maintain collaborations with postsecondary institutions, and utilizes 'Ability to Benefit' as applicable; provide information and counseling on career entry and career training; build and maintain relationships with WIOA core partners; work with partner agencies to coordinate support and transition services for participants; and provide coordination services to participants for four quarters, after participant has completed high school equivalency diploma program. Services are delivered in a variety of ways: integrated into instruction, stand-alone group activities, and one-on-one case management support. Activities include introducing students to and helping them use the resources available through the ARIZONA@WORK One-Stop Center; helping students identify employment and career pathways that align with their skills and interests; and supporting students through the application process for employment or training.</p>
<p><b>Vocational Rehabilitation (VR)</b></p> <p>State Vocational Rehabilitation (VR) program, authorized under title IV of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by title IV of WIOA.</p>	<p>Vocational Rehabilitation (VR) offers services to eligible individuals with disabilities to obtain and maintain competitive integrated employment. Services to eligible individuals may include assessment to determine eligibility and VR needs, vocational guidance and counseling, training, work site evaluations, job development, job placement services, and assistive aid and devices in addition to other support services. Services identified to individuals will help to address disability related barriers to employment.</p>

<p>VR Services can be accessed through the DES website <a href="https://des.az.gov/services/employment/rehabilitation-services/vocational-rehabilitation">https://des.az.gov/services/employment/rehabilitation-services/vocational-rehabilitation</a> by phone and the Client Referral System. VR Services are available both virtual and in person by appointment.</p> <p>VR representatives can be available at the Comprehensive One Stop Center, and at the Specialized Youth Center.</p> <p>Judith Castro</p> <p>Vocational Rehabilitation Supervisor; Rehabilitation Services Administration</p> <p>1800 E. Palo Verde Street, Yuma, AZ 85364</p> <p>Office: 928-247-8880 Fax: 1-855-380-4862 TTY: 1-877-296-0326</p>	<p>The VR program works in partnership with other programs under WIOA as well as other community partners. The VR program participates in the client referral system to send and receive referrals for services. VR staff actively participates in job seekers and staff meetings as well as community engagement meetings. Cross informational sessions are provided to staff upon request. Additionally, VR has a counselor available at the local one-stop and at the Martin Luther King Youth Center weekly.</p> <p><b>Services to individuals with disabilities may include:</b></p> <ul style="list-style-type: none"> <li>• Pre-Employment Transition Services for youth</li> <li>• Vocational Counseling and Guidance for goal and planned services development</li> <li>• Assessment to determine eligibility to VR if needed</li> <li>• Trial work assessment</li> <li>• Work Adjustment Training</li> <li>• On the Job training</li> <li>• Work site evaluations</li> <li>• Labor Market research</li> <li>• Job Development</li> <li>• Job Placement services</li> <li>• Employment retention services</li> <li>• Rehabilitation Technology Services</li> <li>• Other support services</li> <li>• Networking resources such as The Job Accommodation Network, Client Referral System and DB101</li> </ul>
<p><b>Senior Community Service Employment Program (SCSEP)</b></p> <p>Senior Community Service Employment Program authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056et seq.);</p> <p>It can also be accessed through the Client Referral System and virtually. Temporarily teleworking due to pandemic, virtual services available upon request.</p>	<p>The SCSEP delivers occupational skills training to unemployed, income-eligible people age 55+ through paid internships at local nonprofit organizations. It is a transitional program that helps people get back on their feet and move into unsubsidized jobs to reach economic independence.</p> <p>Applicants receive a comprehensive assessment to determine their program eligibility and identify their career goals. Once enrolled, participants receive individualized services including case management, the development of an Individual Employment Plan, and in some cases additional training such as computer skills classes, and assistance achieving industry-recognized credentials and certifications. The programs partner with 501c3 nonprofits and public agencies that serve as “Host Agencies”. By partnering with SCSEP, agencies are able to increase and improve program offerings while benefiting from the talents and time of older workers assigned to them.</p>

<p>SCSEP services are collocated at the Comprehensive One Stop Center, every day/ 4 hours a day from 8:00AM to 1:00PM.</p> <p>Nelson Aguirre National Coordinator ANPPM 234 E. Colorado Blvd., Suite 300 Pasadena, CA 91101</p>	
<p><b>Jobs for Veterans State Grants</b></p> <p>Jobs for Veterans State Grants programs authorized under chapter 41 of title 38, U.S.C.;</p> <p>Ismail Rangel Workforce Manager Department of Economic Security</p> <p>3826 W. 16<sup>th</sup> Street Yuma, AZ 85364</p> <p>Brent Maloney Employer Engagement Administration, Employer Engagement Manager</p> <p>DES Office: 480-417-6670</p> <p>Services are accessible through telephone or virtual appointment scheduler: JVSG services can be accessed through: <a href="https://workappointment.azdes.gov/">https://workappointment.azdes.gov/</a> or (833) 762-8196</p>	<p>Title 38, United States Code, Section 4102A (b) 5 (38 U.S.C. §4102A(b)5) authorizes funds to provide individualized career- and training-related services to eligible veterans and eligible persons with significant barriers to employment (SBEs), as well as other authorized populations, and help employers fill their workforce needs with job-seeking veterans. DVOP specialists provide individualized career services to eligible veterans and eligible spouses experiencing significant barriers to employment, as well as other additional populations authorized by the regulation, with an emphasis on assisting veterans who are economically or educationally disadvantaged. Veterans facing these barriers include veterans experiencing homelessness and vocational rehabilitation clients.</p> <p>LVER staff conducts outreach to employers to advocate for the hiring of veterans. They also work with businesses, contractors, and employer organizations to develop career opportunities for veterans.</p>

**Arizona Western College  
(AWC)**

Career and Technical  
Education programs at the  
postsecondary level authorized  
under the Carl D. Perkins  
Career and Technical  
Education Act of 2006 (20  
U.S.C. 2301 et seq.)

Reetika Dhawan  
Vice President for Workforce  
Development and Career and  
Technical Education

Office: (928) 344-7769  
[Reetika.Dhawan@azwestern.edu](mailto:Reetika.Dhawan@azwestern.edu)

2020 S Ave 8 E  
Yuma, AZ 85365

The Career and Technical Education Division represents instructional programs and services at Arizona Western College designed to assist you in preparing for the workforce and in supporting your educational and professional development pursuits.

Career and Technical Education (CTE) programs prepare students to enter the workforce with the academic and technical skills needed to compete successfully in our global economy and local job markets. CTE prides itself on having a career readiness focus and as a result, all CTE programs include theoretical and work-based learning components. Work-based instruction in a hands-on learning environment is at the heart of technical education. This is ensured through guided pathways and competency-based learning.

The goal of CTE is to produce graduates who have a complex blend of job-related and academic skills that effectively lead to employment. CTE programs place a heavy emphasis on preparation for work. To ensure that programs are contemporary and aligned with industry standards, CTE programs meet regularly with industry specific professionals who provide advice on the curriculum, equipment and internships necessary to meet the specific needs of industry relevant employers.

Career and Technical Education is flexible and adaptable. We offer program paths for high school students as well as traditional and non-traditional college students. We offer certificate options as short as one semester and degree options that may last up to two years.

With a long history of workforce development and career readiness, Career and Technical Education prepares students to enter into a variety of skilled occupations that are in high demand.

Labor market data indicates that 65 percent of jobs in today's workforce are classified as "skilled and technical." Jobs in this classification require training beyond high school but do not necessarily require a four-year degree. Choosing a Career and Technical Education program at AWC means you can be on your way to a new career or better position in your current field in two years or less - or - beginning in an occupationally related Associate's Degree program for transfer towards your Bachelor's Degree.

Whether you are just leaving high school, beginning to explore your career goals, want to advance in your chosen occupation, or an adult looking to upgrade your skills to make a career change, you are invited to explore the programs offered by the Career and Technical Education Division at AWC and discover the pathway to your future.

<p><b>Portable Practical Educational Preparation Inc. (PPEP)</b></p> <p>NFJP Program is collocated at the Comprehensive One Stop Center,</p> <p>3826 W 16<sup>th</sup> Street, Yuma, AZ 85364</p> <p>Kari Hogan Chief Administrative Officer (520) 770-2500</p> <p><a href="mailto:khogan@ppep.org">khogan@ppep.org</a></p>	<p>PPEP provides career counseling and educational services to eligible migrant and seasonal farmworkers to assist with finding appropriate training, provide necessary supportive services, develop job placement opportunities, and providing follow-up services once employed. Target populations are Adults, Dislocated Workers and youth, who are Migrant and Seasonal Farmworkers or a dependent. The NFJP program works in direct connection with the High School Equivalency Program (HEP) under DOE for persons working in agriculture 16 and older for additional educational opportunities. PPEP is the NFJP Arizona State grantee, designated by the US Department of Labor to operate the National Farmworker Jobs Program (NFJP) and a WIOA mandated partner. The program is designed to assist migrant and seasonal farmworkers to up-grade skills/positions within agricultural or acquire education, training or increase skills needed to retain employment outside of agriculture.</p>
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**For additional information regarding the programs, click on the links below.**

<p><b>Non-Physically Represented Partner Programs</b></p> <p>For Partners not physically located at the center, there are manual referral systems established to ensure clients have access to information on Partner services.</p> <p>When data is available to further determine the benefit of ARIZONA@WORK job centers to non-collocated partners, the infrastructure cost sharing agreement will be updated and re-negotiated to include that proportionate share of contributions.</p> <p><b>**Programs currently provided are not located in Yuma County.</b></p>	<p><b>YouthBuild Program</b> YouthBuild is a discretionary grant program that serves 16–24-year-old youth who are high school dropouts. <a href="https://www.ypic.com/Downloads/YouthBuildProgram.pdf">https://www.ypic.com/Downloads/YouthBuildProgram.pdf</a></p> <p><b>Unemployment Compensation Program</b> Unemployment Insurance is a joint state-federal program that provides cash benefits to eligible workers via online service. <a href="https://www.ypic.com/Downloads/UnemploymentInsurance.pdf">https://www.ypic.com/Downloads/UnemploymentInsurance.pdf</a></p> <p><b>**Trade Adjustment Assistance (TAA) Program</b> TAA provides job training and employment opportunities to those who have lost their jobs as a result of outsourcing to other countries. <a href="https://www.ypic.com/Downloads/TradeAdjustmentAssistance.pdf">https://www.ypic.com/Downloads/TradeAdjustmentAssistance.pdf</a></p> <p><b>Community Service Block Grant (CSBG) Program</b> The CSBG provides assistance to States and local communities, working through a network of community action agencies and other neighborhood-based organizations. <a href="https://www.ypic.com/Downloads/CommunityServicesBlockGrant.pdf">https://www.ypic.com/Downloads/CommunityServicesBlockGrant.pdf</a></p> <p><b>**Social Services Block Grant (SSBG) Program</b> The SSBG is a program that provides funds to assist states in delivering social services directed toward the needs of children and adults. <a href="https://www.benefits.gov/benefit/775">https://www.benefits.gov/benefit/775</a></p> <p><b>Job Corps</b> Job Corps is a national program that operates in partnership with States and communities. The objective of Job Corps is to support</p>
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**No Services Being Provided –  
No Office located in Yuma  
County.**

responsible citizenship and provide young people, ages 16-24, with the skills that lead to successful careers.

<https://www.ypic.com/Downloads/JobCorps.pdf>

**\*\*Native American Program**

The Indian and Native American Employment and Training Program helps qualifying American Indians, Alaska Natives and Native Hawaiians obtain employment.

<https://www.ypic.com/Downloads/IndianNativeAmericanProgram.pdf>

**\*\*Housing and Urban Development (HUD) E&T**

The U.S. Department of Housing and Urban Development (HUD) administers Federal aid to local housing agencies (HAs) that manage the housing for low-income residents at rents they can afford. Public housing provides decent and safe rental housing for eligible low-income families and individuals.

**Migrant Seasonal Farm Worker (DES)**

Migrant and Seasonal Farmworker (MSFW) program has multilingual outreach workers that travel to areas where farmworkers work, live, and gather to make sure that they receive information about job opportunities, farmworker labor.

<https://des.az.gov/services/employment/job-seekers/migrant-seasonal-farm-workers>

## REQUIRED SERVICES UNDER WIOA

At a minimum, Partners will make the below services available, as applicable to the program, consistent with and coordinated via the Yuma County One-Stop Career Center system. Additional services may be provided on a case-by-case basis and with the approval of the LOCAL BOARD.

### BUSINESS SERVICES

Serve as a single point of contact for businesses, responding to all requests in a timely manner

Provide information and services related to Unemployment Insurance taxes and claims

Assist with disability and communication accommodations, including job coaches

Conduct outreach regarding Local workforce system's services and products

Conduct on-site Rapid Response activities regarding closures and downsizings

Develop On-the-Job Training (OJT) contracts, incumbent worker contracts, apprenticeships, or pay-for-performance contract strategies. Including Internships and Work Experience

Provide access to labor market information	Provide customized recruitment and job applicant screening, assessment and referral services	Provide employer and industry cluster-driven Occupational Skills Training through Individual Training Accounts with eligible training providers
Assist with the interpretation of labor market information	Conduct job fairs onsite and virtual	Develop customized training opportunities to meet specific employer and/or industry cluster needs
Use of one-stop center facilities for recruiting and interviewing job applicants	Consult on human resources issues	Coordinate with employers to develop and implement layoff aversion strategies
Post job vacancies in the state labor exchange system and take and fill job orders	Provide information regarding disability awareness issues	Provide incumbent worker upgrade training through various modalities
Provide information regarding workforce development initiatives and programs	Provide information regarding assistive technology and communication accommodations	Develop, convene, or implement industry or sector partnerships

## JOB SEEKER SERVICES

<u>Basic Career Services</u>	<u>Individualized Career Services</u>	<u>Training Services</u>
At a minimum, all of the basic career services described below must be provided through the one stop delivery system.	Are available to participants after staff determines that such services are required to obtain or retain employment.	Are offered through a training provider to help individuals upgrade their skills, earn certifications, or otherwise enhance their employability through learning and education.
<u>Outreach, intake and</u>	<u>Comprehensive and</u>	<u>Occupational skills training</u>

Equal Opportunity Employer/ Program Auxiliary Aids and Services Are Available Upon Request To Individuals With Disabilities.

orientation to the information, services, programs, tools and resources available through the Local workforce system Initial assessments of skill level(s), aptitudes, abilities and supportive service needs	specialized assessments of skills levels and service needs  Group counseling	through Individual Training Accounts (ITAs)  On-the-Job Training (OJT)
In and out of area job search and placement assistance (including provision of information on in-demand industry sector and occupations and non-traditional employment)	Development of an individual employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals Referral to training services	Incumbent Worker Training
Access to employment opportunity and labor market information	Literacy activities related to work readiness	Skill upgrading and retraining
Performance information and program costs for eligible providers of training, education, and workforce services	Individual counseling and career planning	Entrepreneurial training
Information on performance of the Local workforce system	Case management for customers seeking training services; individual in and out of area job search, referral and placement assistance	Job Readiness Training
Information on the availability of supportive services and referral to such, as appropriate	Work experience, transitional jobs, registered apprenticeships, and internships	Customized Training
Information and meaningful assistance on Unemployment Insurance claim filing	Workforce preparation services (e.g., development of learning skills, punctuality, communication skills,	Registered Apprenticeship

Determination of potential eligibility for workforce Partner services, programs, and referral(s)

Information and assistance in applying for financial aid for training and education programs not provided under WIOA Title I B

interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training

Training via programs that combine workplace training with related instruction which may include cooperative education

Training programs operated by the private sector

Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above

Other training services as determined by the workforce partner's governing rules

### FOLLOW UP SERVICES:

Follow Up Services must be provided, as appropriate, for Adult and Dislocated Workers program participants who are placed in unsubsidized employment, for up to 12 months after the first day of employment.

### YOUTH SERVICES 14 Elements

**Element 1:** Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.

**Element 2:** Alternative secondary school services, or dropout recovery services, as appropriate.

**Elements 3:** Paid and unpaid work experiences that have as a component

**Element 4:** Occupational skill training, which shall include priority consideration for training programs that

academic and occupational education, which may include: Summer employment opportunities and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities.

**Element 5:** Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.

**Element 7:** Supportive services.

**Element 9:** Follow-up services for not less than 12 months after the completion of participation, as appropriate.

**Element 11:** Financial literacy education.

**Element 13:** Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.

lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved

**Element 6:** Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate. Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months

**Element 8:** Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate

**Element 10:** Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate

**Element 12:** Entrepreneurial skills training

**Element 14:** Activities that help youth prepare for and transition to postsecondary education and training.

## COORDINATION AND DELIVERY OF SERVICES

All career services are provided by staff comprised of ARIZONA@WORK and partner programs. Service delivery is fully coordinated and integrated, focused on a **"single point of contact"** model that is targeted to provide value-added services to jobseekers and employer customers. This service integration model moves beyond co-location and **"partnerships"** to create one common customer path with a standardized process for the delivery of a wide range of services and the provision of excellent customer service.

The integration provides customers a broad diversity of services that consist of information pertaining to current job opportunities, unemployment information, employability skills workshops, assessments, labor market information, and an overview of additional services provided by partner and community-based programs. Co-enrollment and referrals to other programs are processed as deemed appropriate.

**Cross Information Sharing/Customer Referral** – The One-Stop delivery system staff are trained to provide information about all programs, services, and activities that may be available to the customer through the partner organization. Partners will encourage, accommodate and/or provide training information, as deemed appropriate, to ensure that all partner staff are informed with all programs represented within the Yuma County workforce system in order to integrate services, reduce duplication, and improve overall service delivery.

The partners agree to provide any updates regarding any changes regarding their points of contact, as soon as possible, by utilizing any of following methods which are coordinated by the One Stop Operator:

- Provide updates and training information at the “Quarterly All Partners” meetings;
- Provide updates, training information, or discussion sessions individually with the One Stop Operator and other appropriate partners;
- Provide updates by e-mail; and/or
- Provide updates by written communication.

## **ACCESS FOR INDIVIDUALS WITH BARRIERS TO EMPLOYMENT**

All partners agree to prioritize services as outlined by the WIOA for adult, dislocated, and youth workers and for individuals with barriers to employment. WIOA Section 24 defines the term **"individual with a barrier to employment"** as a member of one (1) or more of the following populations:

- Displaced Homemakers
- Low-income individuals
- Indian, Alaskan Native and Native Hawaiians
- Individuals with disabilities including youth who are individuals with disabilities
- Older individuals
- Offenders
- Homeless individuals or homeless children and youth
- Youth who are in or have aged out of the foster care system
- Individuals who are English Language Learners (ELL), individuals who have low levels of literacy, and individuals facing substantial cultural barriers
- Eligible migrant and seasonal farm worker
- Individuals within 2 years of exhausting lifetime eligibility (for TANF)
- Single parents (including single pregnant women)
- Long-term unemployed individuals

- Other groups as the Governor determines to have barriers to employment
- Veterans and eligible spouses continue to receive priority of service among all eligible individuals.

Partners' staff screens individual for WIOA eligibility, and referral individual to the appropriate service provider who will determine eligibility and offer services as appropriate.

## **ARIZONA JOB CONNECTION (AJC)**

The LWDB and the Partners will jointly utilize the common Arizona Job Connection System approved jointly by the Workforce Arizona Council and the State Administrative Entity. Where a One-Stop partner utilizes the proprietary Arizona Job Connection system, shared information and data agreements will be utilized to support access to information between the partners as well as for intake and referral of customers and recording elements as allowed by authorizing law and regulations.

## **CLIENT REFERRAL SYSTEM**

The LOCAL BOARD staff has developed internally a unified Client Referral System (CRS). The purpose of the referral process is to provide timely and effective support that ensures that an appropriate plan of action for clients is initiated and properly tracks the client's referrals to community partners. The system increases quality service delivery and support in order for clients to receive timely and relevant services to meet their individual needs. The Client Referral System is the central component for referring customers between partners. The system is internet based thus ensuring that all partners are allowed to utilize the system to improve overall system effectiveness. Currently, there are 36 partner agencies that are participating in the CRS.

## **INTEGRATED SERVICE DELIVERY SYSTEM**

The Integrated Service Delivery System (ISDS) was developed internally at the Yuma County One-Stop to allow staff to track customer navigation through the system. The database also provides detailed reports of customer visits to the center and to partner agencies co-located in the center. The initial registration portion of the data base is accessible to the public and allows the customer to schedule themselves for orientations and workshops. The ISDS has become an important internal support tool that complements the Arizona Job Connection (AJC) System for partner staff co-located at the One-Stop center. This shared database greatly reduces the duplication of services.

In addition, the LOCAL BOARD staff has completed an entirely new and updated User Manual for the ISDS Self-Registration Kiosk via touch screen. The manual explains the features, provides a

general overview of the system, and establishes the ISDS Self-Registration Kiosk as an *integral* component of the Integrated Service Delivery System.

## **ROLES AND RESPONSIBILITIES OF PARTIES**

The Parties to this agreement will work closely together to ensure that the Yuma County Centers are high performing work places with staff who will ensure quality of service.

### **PARTIES AGREEMENT:**

All Parties to this agreement shall comply with:

- ❖ Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016);
- ❖ Title VI of the Civil Rights Act of 1964 (Public Law 88-352);
- ❖ Section 504 of the Rehabilitation Act of 1973, as amended;
- ❖ The Americans with Disabilities Act of 1990 (Public Law 101-336);
- ❖ The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor;
- ❖ 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;
- ❖ The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99);
- ❖ Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38);
- ❖ The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603);
- ❖ State of Arizona's Fingerprinting requirements and with AZ Child Safety Registry; and
- ❖ All amendments to each, and requirements imposed by the regulations issued pursuant to these acts.

The above provisions require, in part, that no persons shall not, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

Additionally, all Parties shall:

- ❖ Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section above,
- ❖ 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
- ❖ 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 agreement.

### **YUMA COUNTY BOARD OF SUPERVISORS (BOS)**

The BOS will:

- ❖ In partnership with the LOCAL BOARD and other applicable Partners within the planning LWDA develop and submit a plan that includes a description of the activities that shall be undertaken by the LOCAL BOARD and its Partners.
- ❖ Approve the LOCAL BOARD and budget and workforce center cost allocation plan.
- ❖ Approve the selection of the one-stop operator following the competitive procurement process.
- ❖ Coordinate with the LOCAL BOARD to oversee the operations of the LWDA one stop centers.

### **LOCAL WORKFORCE DEVELOPMENT BOARD**

The LOCAL BOARD ensures the workforce-related needs of employers, workers, and job seekers in the LWDA area are met, to the maximum extent possible with available resources. The LOCAL BOARD will, at a minimum will ensure:

- ❖ In Partnership with the BOS and applicable Partners within the LWDA, develop and submit a LWDA plan that includes a description of the activities that shall be undertaken by the LOCAL BOARD and its Partners, and that aligns its strategic vision, goals, objectives, and workforce-related policies to the regional plan and economy.

- ❖ In Partnership with the BOS and other Partners within the LWDA, develop and submit a plan that includes a description of the activities that shall be undertaken by the LOCAL BOARD and its Partners.
- ❖ In collaboration and Partnership with the BOS and other Partners within the LWDA, develop the strategic vision, goals, objectives, and workforce-related policies.
- ❖ In cooperation with the BOS and the LOCAL BOARD, design and approve the One Stop Center structure. This includes, but is not limited to:
  - Adequate, sufficient, and accessible one-stop center locations and facilities within the LWDA;
  - 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);
  - A holistic system of supporting services, and
  - One or more competitively procured one-stop operators.
- ❖ In collaboration with BOS, designate through a competitive process, oversee, monitor, implement corrective action and if applicable terminate the one stop operator(s).
- ❖ Determine the role and day-to-day duties of the one-stop operator.
- ❖ Approve annual budget allocations for operation of the One Stop Center.
- ❖ Help the one-stop operator recruit operational Partners and negotiate MOUs with new Partners.
- ❖ Leverage additional funding for the workforce delivery system to operate and expand one-stop customer activities and resources, and
- ❖ Review and evaluate performance of the one-stop operator.

### **LOCAL WORKFORCE DEVELOPMENT BOARD STAFF**

Specific responsibilities include, at a minimum:

- ❖ Assist the BOS and the LOCAL BOARD with the development and submission of a plan;
- ❖ Support the LOCAL BOARD with the implementation and execution of the regional vision, goals, objectives, and workforce-related policies, including all duties outlined above;

- ❖ Provide operational and grant-specific guidance to the one-stop operator as appropriate;
- ❖ Investigate and resolve elevated customer complaints and grievance issues;
- ❖ Prepare regular reports and recommendations to the LOCAL BOARD, and
- ❖ Oversee negotiations and maintenance of MOUs with one-stop Partners.

## **ONE-STOP OPERATOR**

The one-stop operator will, at a minimum:

- ❖ Manage daily operations, including but not limited to:
  - Managing and coordinating Partner responsibilities, as defined in this MOU;
  - Managing hours of operation (including non-traditional hours);
  - Coordinating daily work schedules and work flow based upon operational needs, and
- ❖ Assist the LOCAL BOARD in establishing and maintaining the one-stop Center structure. This includes but is not limited to:
  - Ensuring that State requirements for center certification are met and maintained;
  - Ensuring that career services such as the ones outlined in WIOA sec. 134(c)(2) are available and accessible;
  - Ensuring that Yuma County LOCAL BOARD policies are implemented and adhered to;
  - Adhering to the provisions outlined in the contract with the LOCAL BOARD and the Plan;
  - Reinforcing strategic objectives of the LOCAL BOARD to Partners, and
  - Ensuring staff are properly trained by their formal leadership organizations and provided technical assistance, as needed.
- ❖ Integrate systems and coordinate services for the center and its Partners, placing priority on customer service.

- ❖ Coordinate quarterly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.
- ❖ Integrated Workforce Service Delivery, as defined by WIOA, means organizing and implementing services by function (rather than by program), when permitted by a program's authorizing statute and as appropriate, and by coordinating policies, staff communication, capacity building, and training efforts.
- ❖ Functional alignment includes having one-stop center staff who perform similar tasks serve on relevant functional teams, e.g. Skills Development Team or Business Services Team.
- ❖ Service integration focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by cross-functional teams, consistent with the purpose, scope, and requirements of each program.
- ❖ The services are seamless to the customer, meaning the services are free of cumbersome transitions or duplicative registrations from one program service to another and there is a smooth customer flow to access the array of services available in the workforce center.
- ❖ Coordinate program services and One-Stop Center performance. This includes but is not limited to:
  - Providing and/or contributing to reports of center activities, as requested by the Yuma County LOCAL BOARD;
  - Providing input to the formal leader (partner program official) on the work performance of staff under their purview;
  - Notifying the formal leader immediately of any staff leave requests or unexcused absences, disciplinary needs, or changes in employee status;
  - Identifying and facilitating the timely resolution of complaints, problems, and other issues;
  - Collaborating with the LOCAL BOARD on efforts designed to ensure the meeting of program performance measures, including data sharing procedures to ensure effective data matching, timely data entry into the case management systems, and coordinated data batch downloads (while ensuring the confidentiality requirements of FERPA, 34 CFR 361.38, and 20 CFR part 603);
  - Ensuring open communication with the formal leader(s) in order to facilitate efficient and effective center operations;

- Evaluating customer satisfaction data and propose service strategy changes to the Yuma County LOCAL BOARD based on findings.

The One-Stop Operator will not assist in the development, preparation and submission of Local plans. They cannot manage or assist in future competitive processes for selecting operators or select or terminate one-stop operators, career services providers, or Youth providers. The operator cannot negotiate local performance accountability measures or develop and submit budgets for activities of the Local WDB. Yuma County LOCAL BOARD is responsible for the negotiated performance measures, strategic planning, budgets, and one-stop operator oversight (including monitoring).

## **PARTNERS**

Each Partner commits to providing program services information and direction as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement. Partners will further promote system integration to the maximum extent feasible through:

- ❖ Effective communication, information sharing, and collaboration with the one-stop operator;
- ❖ Commitment to the joint mission, vision, goals, and strategies of the LOCAL BOARD;
- ❖ The design and use of common intake, assessment, referral, and case management processes;
- ❖ The use of common and/or linked data management systems and data sharing methods, as appropriate;
- ❖ Leveraging of resources, including other public agency and non-profit organization services;
- ❖ Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- ❖ Coordinate quarterly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.
- ❖ Coordinate access points throughout Yuma County by providing resources. Digital resources enhance the ability of these various selected sight:
  - Goodwill Career Resource, 3097 S. 8<sup>th</sup> Avenue, Yuma, AZ 85364
  - Yuma County Library, 2951 S. 21<sup>st</sup> Dr., Yuma, AZ 85364
  - Somerton Branch Library, 240 W. Canal St Friends of the Library, Somerton, AZ 85350
  - San Luis Library, 1075 6<sup>th</sup> Avenue, San Luis, AZ 85349
  - Yuma County Housing Authority City of Yuma, 420 South Madison Avenue in Yuma, AZ 85364
  - Portable Practical Educational Preparation Incorporated, 210 N. Bingham

- Avenue Somerton, AZ 85350
- Western Arizona Council of Governments, 1235 S. Redondo Center Dr. Yuma, AZ 85365
- Small Business Resource Center, 1453 North Main Street, Suite 5, San Luis, AZ 85349
- Housing Authority of city of Yuma – Mesa Heights, 2150 S. Arizona Avenue, Yuma, AZ 85364
- Yuma County Adult Probation, 405 S. Main St., Yuma, AZ 85364
- City of Wellton Library, 28790 San Jose Avenue, Wellton, AZ 85356
- Arizona Western College Downtown Center, 1351 S. Redondo Dr. Yuma, AZ 85364
- Wellton Manufacturing Training Center, 28851 County 12<sup>th</sup> street, Wellton, AZ 85356

## **DATA SHARING**

Partners agree that the collection, use, and disclosure of customers' Personally Identifiable Information (PII) are 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.

All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

- ❖ Customer PII will be properly secured in accordance with the LOCAL BOARD's policies and procedures regarding the safeguarding of PII;
- ❖ 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;
- ❖ All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603;
- ❖ All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38;
- ❖ Customer data may be shared with other programs, for those programs' purposes, within the One-Stop Center only after the informed written consent of the individual has been obtained, where required;
- ❖ Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations;

- ❖ All PII and other sensitive data transmitted via e-mail or stored on CDs, DVDs, thumb drives, etc., must be encrypted.
- ❖ Partners must not e-mail unencrypted sensitive PII to any entity.
- ❖ Accessing, processing, and storing ETA grant PII data on personally owned equipment, at off-site locations e.g., employee's home, and non-grantee managed IT services, e.g., Yahoo mail, is strictly prohibited.
- ❖ Grantee must retain data received from TA only for the period of time required to use it for assessment.
- ❖ 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)).

## **CONFIDENTIALITY**

- ❖ All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including Personal identifiable information (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.
- ❖ Each Party shall respect and abide by the confidentiality policies and legal requirements of all of the other Parties.
- ❖ 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.
- ❖ 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.
- ❖ Client information shall be shared solely for the purposes of enrollment, referral, or provisions of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties.

- ❖ 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.
- ❖ No parties will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to the one stop delivery system applicants, participants, or customers overall unless a specific release is voluntary signed by the participant or customer.

## **REFERRAL PROCESS BETWEEN PARTNERS**

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. The partners will utilize the current Client Referral System (CRS) referrals process established by the Local Workforce Development Board to ensure that all customers receive a high-quality, customer-centered referral. In order to facilitate such a system, Partners agree to:

- ❖ Collaborate to strengthen and complementary services and benefits under partner programs and/or community resources;
- ❖ Familiarize themselves with the basic eligibility and participation requirements for each of the partners program, as well as with the available services and benefits offered;
- ❖ Develop and utilize common intake;
- ❖ Commit to regularly communication for an effective referral system and evaluate ways to improve the referral process, track and follow up referrals to ensure customer service received services in a timely manner;
- ❖ Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level;
- ❖ Commit to provide other relevant information that will be sent with the referral once a release of information is signed by the customer being referred;
- ❖ Establish a co-enrollment process and coordination system for participants who need services from more than one title, and including the use of customer satisfaction surveys;

## **PRIORITY OF SERVICE**

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its

implementing regulations and guidance, and WIOA sec. 134(c) (3) (E) and its implementing regulations and guidance. The WIOA title I program is required to maintain and track veteran's priority of service and make available, as needed. Additionally, to ensure veterans services are carried out at all program services delivery points and given an opportunity to take full advantage of priority service. All parties are required to ensure that priority of service is applied by all partners. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

## **ACCESSIBILITY**

### **PHYSICALLY**

Accessibility to the services provided within the LWDA's Job Centers and all Partner agencies is essential to meeting the requirements and goals of the LWDA delivery system. 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.

One-stop centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest Americans with Disabilities Act (ADA) 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.

### **PROGRAMMATIC**

All Partners agree that they will provide accommodations for individuals with disabilities.

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, that such 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 the 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 and assistive listening devices must be available to ensure physical and programmatic accessibility within the One-Stop Center.

## **VIRTUAL**

The One-Stop Operator will work with the partners to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. Partners should either have their own web presence via a website and/or the use of social media, or work out a separate agreement with the Yuma County LOCAL BOARD to post content through its website. 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. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code.

## **COMMUNICATION**

Communication access, for purpose of this MOU, means that individuals with 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 barriers, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments (if requested).

## **MONITORING**

The Yuma County LOCAL BOARD, 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:

- ❖ Federal awards are used for authorized purposes in compliance with law, regulations, and State policies;
- ❖ Those laws, regulations, and policies are enforced properly;
- ❖ Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness;
- ❖ Outcomes are assessed and analyzed periodically to ensure that performance goals are met;
- ❖ Appropriate procedures and internal controls are maintained, and record retention policies are followed, and
- ❖ All MOU terms and conditions are fulfilled.

Single audit is conducted annually. In addition, granters perform monitoring's.

## **NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

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

Equal Opportunity Employer/ Program Auxiliary Aids and Services Are Available Upon Request To Individuals With Disabilities.

on the basis of race, color, religion, sex (including pregnancy, child birth or related medical condition, sex stereotyping, transgender status, and gender identity), national origin (including Limited English Proficiency), age and disability, political affiliation or belief.

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);
- ❖ Americans with Disabilities Act (42 U.S.C. 12101 et seq.);
- ❖ 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; and
- ❖ 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.

## **DRUG AND ALCOHOL-FREE POLICY**

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.

## **DISPUTE RESOLUTION**

The following section details the dispute resolution process designed for use by the Partners when unable to successfully reach an agreement necessary to execute the MOU. A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the LOCAL BOARD Chair (or designee) to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process.

All Parties are advised to actively participate in Local Partner negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.

- Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the LOCAL BOARD Chair (or designee) and all Parties to the MOU regarding the conflict within 10 business days.
- The LOCAL BOARD Chair (or designee) shall place the dispute on the agenda of a special meeting of the Local Workforce Development Board (LWDB) Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Resolution will be ratified by the LOCAL BOARD.
- The LOCAL BOARD will report to the Workforce Arizona Council (WAC) and other appropriate parties when MOU negotiations with one-stop partners have reached an impasse.
- The LOCAL BOARD and partners must document the negotiations and efforts that have taken place in the MOU. The WAC, one stop partner programs, and the Governor may consult with the appropriate Federal agencies to address impasse situations (this process does not apply to the IFA below) after attempting to address the impasse. Impasses related to infrastructure cost funding must be resolved using the State Infrastructure cost funding mechanism (20CFR 678.73)

## **CERTIFICATE 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.

## **DEBARMENT AND SUSPENSION**

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.

## **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.

## MODIFICATION PROCESS

**Partner Notification:** When a Partner wishes to modify the MOU, the Partner must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s).

**Discussion/Negotiation:** Upon notification, the Yuma County LOCAL BOARD Chair (or designee) must ensure that discussions and negotiations related to the proposed modification take place with Partners in a timely manner and as appropriate. Depending upon the type of modification, this can be accomplished through email communications of all the Parties. If the proposed modification is extensive and is met with opposition, the Yuma County LOCAL BOARD Chair (or designee) may need to call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, a modification will be processed.

If the modification involves substitution of a party that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering into an MOU that includes the Yuma County LOCAL BOARD, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, the Yuma County LOCAL BOARD Chair (or designee) presents the agreement as a proposed modification to the MOU, and the remaining steps are followed.

If determined that a Partner is unwilling to agree to the MOU modification, the Yuma County LOCAL BOARD Chair (or designee) must ensure that the process in the Dispute Resolution section is followed.

**Signatures:** The Yuma County LOCAL BOARD Chair (or designee) must immediately circulate the MOU modification and secure Partner signatures within four (4) weeks. The modified MOU will be considered fully executed once all signatories have reviewed and signed. The modification may be signed in counterparts, meaning each signatory can sign a separate document as long as the Yuma County LOCAL BOARD Chair (or designee) acquires signatures of each party and provides a complete copy of the modification with each party's signature (including electronic signatures) to all the other Parties.



## 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 agreement 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 BOARD and the one-stop operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the LOCAL BOARD or the one stop operator.

## 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.

## EFFECTIVE PERIOD

This MOU is entered into on **July 1, 2023**. This MOU will become effective as of the date of signing by the final signatory below and must terminate on **June 30, 2026** unless any of the reasons in the Termination section above apply.

## TERMINATION

This MOU will remain in effect until the end date specified in the Effective Period section below, unless:

- ❖ All Parties mutually agree to terminate this MOU prior to the end date;

Equal Opportunity Employer/ Program Auxiliary Aids and Services Are Available Upon Request To Individuals With Disabilities.

- ❖ 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;
- ❖ WIOA is repealed or superseded by subsequent federal law;
- ❖ Local area designation is changed under the Governor;
- ❖ A party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the Yuma County LOCAL BOARD Chair (or designee) 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.

In the event of termination, 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.

Any party may request to terminate its inclusion in this MOU by following the modification process identified in the Modification Process section above.

All Parties agree that this MOU shall be reviewed and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services.

## **OPERATING BUDGET**

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the Yuma County Workforce Delivery System. The Parties to this MOU agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the Infrastructure Agreement is to develop a funding mechanism that:

- ❖ Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area;
- ❖ Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness);
- ❖ Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
- ❖ Ensures that costs are appropriately shared by the ARIZONA@WORK-Yuma County Partners by determining contributions based on the proportionate use of the one-stop

centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider this Operating Budget the master budget that is necessary to maintain the LWDA's high standards of the one stop center. Furthermore, the Operating Budget will be the actual document that assigns each partner's shared cost, or contribution, of funding the ARIZONA@WORK-Yuma County One Stop Center. The Operating Budget will be recognized as an addendum to this MOU and that all parties may announce their consensus of the Operating Budget through the negotiation process with the staff of the LOCAL BOARD. The signatures at the end of this MOU will be the agreement to the Operating Budget. The budget includes the following cost categories, as required by

WIOA and its implementing regulations:

- Infrastructure costs (also outlined in the Infrastructure Agreement (IFA).
- Career Services, and
- Shared services

All costs will be allocated according to Partners' proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The one stop center Operating Budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

## **INFRASTRUCTURE FUNDING AGREEMENT (IFA)**

One-Stop Centers' infrastructure costs are defined as non-personnel costs that are necessary for the general operations of the One Stop Center, including, but not limited to:

- Rental of the facilities;
- Utilities and maintenance;
- Equipment (copy machine);
- Technology to facilities access to the One-Stop Center (internet and telephones);
- Facility Maintenance

All Parties to the MOU and IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the One-Stop Center or not. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with Partner programs' authorized laws and regulations and the Uniform Guidance.

## Partners

Partners funding the costs of infrastructure according to this IFA are the same as identified in the Partners section in this MOU.

## COST ALLOCATION BASES

Infrastructure Costs	
Budget Line Item	Possible Allocation Bases
Facilities rent, utilities, telecommunications, janitorial, and copy machine for the Yuma Private Industry Council Suncrest Plaza	Dedicated space based upon square footage occupied by each partner program

**IFA PROJECTED COSTS**  
Yuma Private Industry Council, Inc.  
FISCAL YEAR FY23/24  
Suncrest Plaza

EXPENSE	TOTAL
Rent	\$ 360,466
Electricity	\$ 62,900
Water & Sewer	\$ 2,534
Phone Service	\$ 5,468
Internet	\$ 18,489
Copiers-Maintenance	\$ 9,985
Cleaning Services	\$ 17,016
Phone Services	\$ 18,188
Total	\$ 495,046

Partner's Occupancy from July 1, 2023 to June 30, 2026 is allocated based on actual cost.

**YUMA PRIVATE INDUSTRY COUNCIL, INC.  
PROJECTED IFA COSTS - FY23-24**

**SUNCREST PLAZA**

Co-located Arizona@Work Job Center Partners	Job Center or Affiliate	Total Dedicated Square Footage	Square Footage of the Arizona@Work Job Center Partner's Dedicated/Assigned Space	Arizona@Work Job Center Partner's Dedicated Space as a % of All Co- located Arizona@Work Job Center Partners' Dedicated Space	Total Infrastructure Costs for Center	Total Cost for the Arizona@Work Job Center Partners' Space
WIOA BOARD (YPIC)	Job Center	12,995	4,239	32.62%	\$ 495,046	\$ 161,468
CHARTER HIGH SCHOOL (YPIC)*	Job Center	12,995	3,595	27.66%	\$ 495,046	\$ 136,948
EMPLOYMENT SERVICES (DES)	Job Center	12,995	659	5.07%	\$ 495,046	\$ 25,110
VETERANS-DES	Job Center	12,995	132	1.02%	\$ 495,046	\$ 5,036
VOCATIONAL REHAB-DES	Job Center	12,995	112	0.86%	\$ 495,046	\$ 4,274
SCSEP - TITLE V	Job Center	12,995	33	0.25%	\$ 495,046	\$ 1,238
ROSS - EMPLOYEEMT SERVICES	Job Center	12,995	179	1.37%	\$ 495,046	\$ 6,800
EQUUS - EMPLOYMENT SERVICES	Job Center	12,995	3,755	28.89%	\$ 495,046	\$ 143,030
PPEP-NFJP	Job Center	12,995	195	1.50%	\$ 495,046	\$ 7,428
TANF-DES	Job Center	12,995	98	0.75%	\$ 495,046	\$ 3,714
<b>TOTAL</b>			<b>12,995</b>	<b>100.00%</b>		<b>\$ 495,046</b>

\* CHS is part of the Suncrest Plaza with non WIOA funds.

**Annual Infrastructure Budget  
ARIZONA@WORK -Yuma County  
Specialized Center:  
Martin Luther King Center  
Title 1-B Funds**

<b>COST CATEGORY</b>	<b>ANNUAL COST</b>
Rent	\$ 1
Electricity	\$ 20,287
Water/Sewer Services	\$ 1,302
Internet	\$ 15,698
Telephone	\$ 1,590
Copiers	\$ 7,758
<b>Total</b>	<b>\$ 46,636</b>

Equal Opportunity Employer/ Program Auxiliary Aids and Services Are Available Upon Request To Individuals With Disabilities.

*Annual Infrastructure Budget*  
ARIZONA@WORK - Yuma County  
**Specialized Center:**  
**Somerton Resource Center**  
**Title 1-B Funds**

<b>COST CATEGORY</b>	<b>ANNUAL COST</b>
Rent	\$ 10,320
Electricity	\$ 1,902
Water/Sewer Services	\$ -
Internet	\$ 2,206
Telephone	\$ 200
Copiers	\$ 7,767
<b>Total</b>	<b>\$ 22,394</b>

*Annual Infrastructure Budget*  
ARIZONA@WORK - Yuma County  
**Specialized Center:**  
**San Luis Resource Center**  
**Title 1-B Funds**

<b>COST CATEGORY</b>	<b>ANNUAL COST</b>
Rent	\$ 10,620
Electricity	\$ 960
Water/Sewer Services	\$ -
Internet	\$ 1,896
Telephone	\$ 200
Copiers	\$ 1,844
<b>Total</b>	<b>\$ 15,519</b>

## **COST RECONCILIATION**

All Parties agree that a quarterly reconciliation of budgeted and actual costs and update of the allocation bases will be completed in accordance with the following process:

Partners will provide and Updated staffing information (per the 1st day of the 1st month of each quarter),

The Yuma County LOCAL BOARD will:

- Prepare an invoice for each Partner with the actual costs allocable to each Partner for the quarter.
- The Yuma County Local WDB will submit the invoices to the Partners no later than forty-five (45) days after the end of each quarter. Partner payments are due to the Yuma County Local WDB within 30 days of invoice receipt.

Partners will communicate any disputes with costs in the invoice to the Yuma County LOCAL BOARD in writing. The Yuma County LOCAL BOARD will review the disputed cost items and respond accordingly to the Partner and LOCAL BOARD within ten (10) days of receipt of notice of the disputed costs. When necessary, the Yuma County LOCAL BOARD will revise the invoice upon resolution of the dispute.

The Yuma County LOCAL BOARD, BOS, and one stop partners agree to amounts and methods of calculating amounts each partner's cost, include the infrastructure funding terms in the MOU, and sign MOU. The local one-stop funding mechanism must meet all of the following requirements:

1. The one-stop partner program's proportionate share of funding must be calculated in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR part 200 based upon a reasonable cost allocation methodology whereby infrastructure costs are charged to each partner in proportion to relative benefits received, and must be allowable, reasonable, necessary, and allocable;
2. Partner shares must be periodically reviewed and adjusted to ensure that actual costs charged to any one-stop partners are proportionate and equitable to the benefit received by the one-stop partners and their respective programs or activities.

## **STEPS TO REACH CONSENSUS**

All Parties agree that the steps to reach consensus for this IFA will be the same as described in the Steps to Reach Consensus section of this MOU. Partners will make a concerted effort to negotiate the IFA along with the remainder of the MOU, including the overall operating budget, for the Yuma County One Stop Center.

## **DISPUTE AND IMPASSE RESOLUTION**

All Parties will actively participate in local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved **informally**. Should informal resolution efforts fail, the process for informal resolution, outlined in the Dispute Resolution section of the MOU must be followed.

If Partners in a local area have employed the informal dispute resolution process and have failed to reach consensus on an issue pertaining to the IFA, then an impasse is declared and the State Funding Mechanism (SFM) is triggered.

- ◆ **Step 1: Notice of failure to reach consensus to Governor, WAC and Arizona Department of Education.**

If the Parties cannot reach consensus on methods of sufficiently funding a one-stop center's infrastructure costs and the amounts to be contributed by each Local Partner program, the LOCAL BOARD is required to notify the Governor, the WAC, and the Arizona Department of Education in writing at least 60 days prior to the required date of execution for the MOU (20 CFR 678.725). Notification must be given to the Governor by March 31 of each year the MOU is negotiated.

◆ **Step 2: State Funding Mechanism.**

Once notified, the WAC staff will apply the State funding mechanism, as described in this policy, for the program year impacted by the local area's failure to reach consensus and make a recommendation to the Governor and the Arizona Department of Education, who must administer funding through the State funding mechanism.

- The State funding mechanism applies to allocation of infrastructure costs only as defined in section IV.A of this policy.
- The Arizona Department of Education, in consultation with the Governor, will make the determination of the amount each of the applicable partners must contribute to assist in paying the infrastructure costs of one-stop centers with respect to the funds provided for adult education and literacy activities authorized under title II of WIOA, and postsecondary career and technical education activities authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (678.730 c.2).

◆ **Step 3: Provide Negotiation Materials to Governor and Arizona Department of Education.**

The LOCAL BOARD must provide the Governor and the Arizona Department of Education of Education with local negotiation materials including (678.735 a):

- The cost allocation method being used to determine proportionate use and relative benefit as proposed by the partners;
- A brief written description of the areas of agreement and disagreement related to the allocation of infrastructure funding costs as currently proposed by the partners.

◆ **Step 4: Infrastructure Budget Created**

Based on the materials provided, an infrastructure budget will be created for use in the State funding mechanism based on the following:

- If the infrastructure budget submitted by the LOCAL BOARD **has been agreed** to by all of the partners. The State funding mechanism will use this budget to calculate each partner's contribution; or
- If the infrastructure budget submitted by the LOCAL BOARD **has not been agreed** to by all of the partners, the WAC staff will consult with the LOCAL BOARD to determine the areas of disagreement and solutions proposed by those in disagreement and the reasons supporting the alternative budget. The State funding mechanism will be

calculated based on multiple budgets to determine which budget option is most reasonable, supported by documentation of the costs, and is congruent with the requirements of WIOA.

The Infrastructure Funding Agreement (IFA) was established to describes reasonable cost allocation methodology, where infrastructure costs are charged to each partner based on partners' proportionate use of the one-stop center, relative to the benefits received from the use of the one-stop center consistent with Federal Cost Principles in the Uniform Guidance at 2 CFR part 200 and the Department of Labor exceptions at 2 CFR part 2900.

Partners	Contributions	Roles Basic Career Services	Roles Individual Career Services
Adult, Dislocated Worker (DW), and Youth Programs under Title 1-B of WIOA	Rental costs, utilities and maintenance costs, equipment costs, technology to facilitate access cost, square footage of dedicated/assigned space.	Program eligibility, outreach, intake, orientation, initial assessment, Labor exchange/job search, referral to partners, LMI, performance/cost info, UI info assistance, and financial aid information	Comprehensive assessment, employment plan, career plan counsel, short-term prevocational, internships/work experience, out-of-area job search, financial literacy, ELA/integ. Education and workforce preparation
National Farmworker Jobs Program (MSFW) under Title I of WIOA	Rental costs, utilities and maintenance costs, equipment costs, technology to facilitate access cost, square footage of dedicated/assigned space	Outreach, intake, orientation, Labor exchange/job search, support service information, UI information/assistance	Comprehensive Occupational and Career assessment, employer engagement and placement services. Comprehensive training options
Adult Education and Family Literacy Act Programs under Title II of WIOA	Title II representation at the local One-Stop Center every 1 <sup>st</sup> Tuesday of the month.	Outreach, intake, orientation, initial assessment, referrals to partners, financial aid information	Integrated Education & Training (IET) – workforce and workplace preparation that leads to stackable credentials, high school equivalency, postsecondary education and/or employment.
Wagner-Peyser under Title III of WIOA	Rental costs, utilities and maintenance costs, equipment costs, technology to facilitate access cost, square footage of dedicated/assigned space	Program eligibility, outreach, intake, orientation, initial assessment, Labor exchange/job search, referral to partners, LMI, UI info assistance, and financial aid information	Employment plan, out-of-area job search, and workforce preparation.

State of Unemployment Insurance (UI)	Rental costs, utilities and maintenance costs, equipment costs, technology to facilitate access cost, square footage of dedicated/assigned space.	UI information/assistance	N/A
Trade Adjustment Assistance (TAA) under Title II of Trade Act.	Rental costs, utilities and maintenance costs, equipment costs, technology to facilitate access cost, square footage of dedicated/assigned space.	Outreach, intake, orientation, initial assessment, Labor exchange/job search, referral to partners, LMI, UI info assistance, and financial aid information	Comprehensive assessment, employment plan, career plan/counsel, financial literacy, workforce preparation.
Jobs for Veterans State Grants (Vets) under Title 38, U.S.C.	Rental costs, utilities and maintenance costs, equipment costs, technology to facilitate access cost, square footage of dedicated/assigned space	N/A	Comprehensive assessment, employment plan, career plan/counsel, short-term prevocational, internship/work experience, and workforce preparation
Jobs for Veterans State Grant (Vets) Local Veterans' Employment Representative (LVER) Under Title 38, U.S.C	Rental costs, utilities and maintenance costs, equipment costs, technology to facilitate access cost, square footage of dedicated/assigned space	Advocates for veterans for employment and training opportunities with employers, federal contractors, business organizations, community-based organizations, apprenticeship programs, and training providers.	Conduct Job development for job-ready veterans. Facilitating employment, training, and placement services furnished to veterans under the applicable State employment service delivery system.
Vocational Rehabilitation under Title IV of WIOA	Rental costs, utilities and maintenance costs, equipment costs, technology to facilitate access cost, square footage of dedicated/assigned space	Program eligibility, outreach, intake, orientation, initial assessment, labor market research/job search, referral to partners, DB101, and information on community resources.	Comprehensive assessment, individualized plan for employment, career counseling, work training
Arizona Western College (AWC) Career and technical education programs at the postsecondary level	N/A  Currently, not co-located	Provide training for adult and young individuals. Offer professional Certificates and Degrees program to the student. Help with outreach and assessment of the program. Do advisory	Comprehensive assessment, Employment readiness, Wrap around services for the students.

		board meeting with the local employers	
SCSEP Senior Community Service Employment Program authorized under title V of the Older Americans Act of 1965	Rental costs, utilities and maintenance costs, equipment costs, technology to facilitate access cost, square footage of dedicated/assigned space	Program eligibility, outreach, intake, orientation, initial assessment, Labor exchange/job search, referral to partners, LMI, and financial aid information	Comprehensive assessment, employment plan, career plan/counsel

**Understanding For the period July 1, 2023- June 30, 2026**

## **AUTHORITY AND SIGNATURE**

By signing my name below, the parties certify understanding and agreement with the above information.

My signature certifies my understanding of the terms outlined herein and agreement with:

- The MOU
- The Operating Budget

By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of:

- The MOU
- The Operating Budget
- The Infrastructure Funding Agreement (IFA)

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) In three (3) years;
- b) Upon amendment, modification, or termination

*Kristen Mackey*

06/22/2023

Signature

Date

Kristen Mackey

Title IV Administrator

Print Name and Title

ARIZONA DEPT OF ECONOMIC SECURITY-LGA 9

Agency Name

**Understanding For the period July 1, 2023– June 30, 2026**

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- c) In three (3) years;
- d) Upon amendment, modification, or termination

*Chevera Trillo*

06.30.2023

Signature

Date

Chevera Trillo

Administrator

Print Name and Title

ARIZONA DEPT OF ECONOMIC SECURITY-LGA 9

Agency Name

**Understanding For the period July 1, 2023- June 30, 2026**

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- e) In three (3) years;
- f) Upon amendment, modification, or termination

*Beverly Wilson*

June 21, 2023

Signature

Date

**Beverly Wilson**

**Deputy Associate Supt.-Adult Education**

Print Name and Title

**ARIZONA DEPT OF EDUCATION-LGA 9**

Agency Name

**Understanding For the period July 1, 2023– June 30, 2026**

## **AUTHORITY AND SIGNATURE**

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My signature certifies my understanding of the terms outlined herein and agreement with:

- The MOU
- The Operating Budget

By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of:

- The MOU
- The Operating Budget
- The Infrastructure Funding Agreement (IFA)

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- g) In three (3) years;
- h) Upon amendment, modification, or termination

kari Hogan

kari Hogan (Jun 21, 2023 09:58 PDT)

Signature

Jun 21, 2023

Date

kari Hogan

Print Name and Title

Chief Administrative Officer

PPEP, Inc.

Agency Name

**Understanding For the period July 1, 2023– June 30, 2026**

## **AUTHORITY AND SIGNATURE**

By signing my name below, the parties certify understanding and agreement with the above information.

My signature certifies my understanding of the terms outlined herein and agreement with:

- The MOU
- The Operating Budget

By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of:

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- i) In three (3) years;
- j) Upon amendment, modification, or termination

Daniel P. Corr

Daniel P. Corr (Jun 21, 2023 14:24 PDT)

Signature

June 21, 2023

Date

Daniel P. Corr

President

Print Name and Title

Arizona Western College

Agency Name

**Understanding For the period July 1, 2023– June 30, 2026**

## **AUTHORITY AND SIGNATURE**

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- c) In three (3) years;
- d) Upon amendment, modification, or termination

  
Signature

7/12/2023

Date

Carmela G. Lacayo President/CEO

Print Name and Title

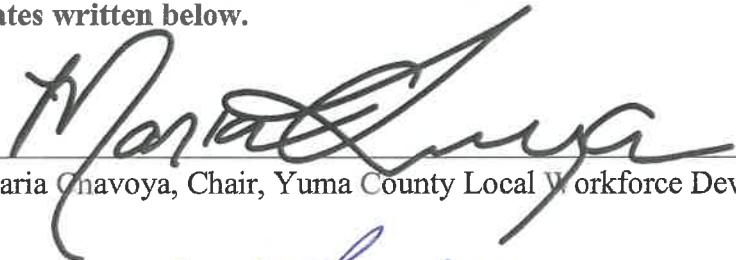
Asociación Nacional Pro Personas Mayores

Agency Name

## AUTHORITY AND SIGNATURE

This Memorandum of Understanding shall require the approval of the Chief Elected Official (CEO) and Yuma County Workforce Development Board (LOCAL BOARD) a majority vote of the members present at the LOCAL BOARD meeting authorized the execution of the Memorandum of Understanding.

**The parties hereto have affixed their signatures to this Memorandum of Understanding on the dates written below.**

  
\_\_\_\_\_  
Maria Chavoya, Chair, Yuma County Local Workforce Development Board

06/14/2023

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Martin Porchas, Chair, Yuma County Board of Supervisors

6-19-2023  
\_\_\_\_\_  
Date