

SERVICE PROVIDER MEMORANDUM OF UNDERSTANDING

Between
Maricopa County Workforce Development Board and
Service Provider

This Service Provider Memorandum of Understanding (MOU) is made between the Maricopa County Workforce Development Board ("WDB") and the Maricopa County Human Service Department ("Provider") to be a Service Provider for the WDB. This MOU is made in accordance with the policy of the Workforce Arizona Council.

I. PARTIES

- A. The parties to this Agreement are:
 - i. Board of Supervisors
 - ii. Maricopa County Workforce Development Board (MCWDB)
 - iii. Maricopa County Human Services Department ("Service Provider" or "Provider")
- B. The Board of Supervisors, Maricopa County Workforce Development Board, and Service Provider are collectively referred to as the "Parties" and individually as a "Party."

II. BACKGROUND RECITALS

- A. The Workforce Innovation and Opportunity Act (WIOA) was established to increase employment, education, and training for individuals with barriers, to support the alignment and improvement of the workforce development system, to improve the skills of workers to secure employment with family-sustaining wages, provide employers with a skilled workforce for competitiveness, and to provide workforce activities through state and local workforce development systems.
- B. Maricopa County is designated as the local workforce development area by the Governor and is the grant recipient funded to administer WIOA in Maricopa County, outside of the City of Phoenix.
- C. The MCWDB is the workforce development board for the Maricopa County Local Workforce Development Area.
- D. Workforce Arizona Council policy requires that a written agreement be entered and executed between the WDB and the Service Provider.
- E. The MCWDB, through its service providers, is committed to providing comprehensive, integrated, and regional workforce services within the local service area.
- F. The Parties agree to a relationship built on mutual respect and cooperation, which recognizes a common goal, operates in the best interest of the community, ensures transparent and open communication, and is timely and responsive in activities.
- G. The Parties acknowledge that WIOA laws and regulations, Training and Employment Guidance Letters (TEGLs), Uniform Administrative Guidance, State Law and applicable policies, the Arizona Department of Economic Security WIOA contract, and County policies shall be adhered to in their entirety. The Parties acknowledge that sub-

recipients of Federal funds must follow the Uniform Guidance at 2 CFR § 200, including the contractual provisions in 2 CFR § 200.326 and 2 CFR § 2900.

- H. In consideration of the recitals set forth above and incorporated by reference, the Parties agree to the provisions contained within this document.

III. PURPOSE

- A. The purpose of the Agreement is to document the Parties' agreement that the Provider for the WIOA Title 1B Adult, Dislocated Worker, Youth, and Rapid Response services within the Maricopa County local workforce area is the Workforce Development Division of the Maricopa County Human Services Department. The Agreement provides:
- i. clear reference to service ownership,
 - ii. accountability, roles, and/or responsibilities,
 - iii. a clear, concise, and measurable description of services to be provided.

IV. DEFINITIONS

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

- A. Career Services Provider: the provider of services as specified in WIOA to "Adults" and "Dislocated Workers."
- B. Chief Elected Officials (CEO): the Board of Supervisors (BOS).
- C. Fiscal Agent: the CEO, or designated entity, responsible to perform accounting and fund management for WIOA funds.
- D. Grant Recipient: the CEO, or designated entity, responsible for grant administration, compliance, policy, and oversight of the WIOA program and funds in the Local Workforce Area.
- E. In-Demand Industry Sector or Occupation: A vocation or vocational field that:
 - i. has a substantial current or potential impact on the Local Workforce Area;
 - ii. contributes to the growth or stability of other supporting businesses or sectors and/or;
 - iii. has or is projected to have a number of available positions, an impact on the local economy, and lead to economic self-sufficiency and opportunities for advancement.
- F. Local Workforce Area: Maricopa County as designated by the Governor.
- G. Local Workforce Development Board: the Workforce Development Board as defined by 20 CFR § 679.310.
- H. Service Provider: an organization or entity that directly provides Career Services in the Local Workforce Area.
- I. Training and Employment Guidance Letter(s) (TEGL): guidance letter(s) issued by the US Department of Labor.
- J. WIOA: the Workforce Innovation and Opportunity Act of 2014, as amended.
- K. Youth Services Provider: the provider of services to youth as specified in WIOA.

V. EFFECTIVE DATE, TERM AND TERMINATION

- A. This Agreement shall be effective from the date signed by all Parties until December 31st, 2026.
- B. The Agreement may be renegotiated or terminated by either Party with three (3) months' notice in writing to the other party. Such notice shall be given by personal delivery or by Registered or Certified mail.
- C. This Agreement is subject to the statutory language of A.R.S. § 38-511 which is incorporated herein by reference.
- D. If any action is taken by any State agency, federal department, or any other agency or instrumentality with legal authority to suspend, decrease, or terminate its fiscal obligation under, or in connection with this Agreement, the Parties may amend, suspend, decrease or terminate their obligations under or in connection with this Agreement. In the event of termination, the Parties shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The Parties shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten (10) calendar days in advance.
- E. This Agreement may be terminated by mutual written Agreement of the parties specifying the termination date therein.

VI. AMENDMENTS

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

VII. AUTHORIZED OFFICIALS

- A. For the Workforce Development Board: The Chairman of the Workforce Development Board.
- B. For Provider: The Chairman of the Board of Supervisors.

VIII. SCOPE OF WORK

- A. Career Services
 - i. The "Provider" is responsible for providing staffing and program services to meet the needs of job seekers and employer customers. The "Provider" will provide staff to deliver quality services to customers and determine need for supportive services, employment and training; and assess availability, suitability and identification of resources to meet those needs. At the direction of the Provider, staff shall perform duties in all areas outlined below.
 - ii. "Provider" shall provide staffing for the following career services elements:
 - a. Basic Services as described in WIOA § 134(c)(2)(A)(i)-(xi) and 20 CFR § 678.430(a) available through the One-Stop delivery system. Provider shall provide services, which may include outreach, intake, orientation, initial assessments, labor exchange/job search, labor market information, support services, AZ@WORK enrollment activities, and referral decisions based on information obtained in the intake process.

- Services provided will be entered into the State automated system based on the Department of Economic Security requirements.
- b. Individualized Services as described in 20 CFR § 678.430(b), if determined appropriate in order for an individual to obtain and retain employment. Provider shall, at a minimum, provide services which may include comprehensive assessments, individual employment plan formulation, career planning/counseling, skill development/workforce preparation through short-term pre-vocational internships, work experiences, pre-apprenticeship activities, financial literacy, and English Language education. Services provided will be entered into the State automated system based on the Department of Economic Security requirements.
 - iii. Adult and dislocated worker staff under this agreement will provide services throughout the Maricopa County local workforce area. Staff will deliver WIOA Title IB workforce development services to both job seekers and employer customers. Adult and dislocated worker services will be provided through the job center(s) to eligible individuals. These services may include outreach, initial and comprehensive assessments, eligibility determination, enrollment, documentation, career counseling, skills development through an appropriate mix of classroom training, on-the-job training, work experience, job placement, pre-apprenticeships, apprenticeships and other services as appropriate, referrals for additional services, support services, and post program/employment follow up services.
 - iv. All appropriate materials must contain the "equal opportunity employer/program" statement provided by the US Department of Labor and State policy. All materials must also include the statement that "auxiliary aids and services are available upon request to individuals with disabilities."
 - v. "Provider" will be responsible for determining eligibility and for collecting and verifying all necessary eligibility documents. These verification documents must be maintained by the Provider.
 - a. Adult program services are available to those as defined by law, regulation, and guidance and may include:
 1. anyone 18 years or older;
 2. a United States citizen or legally authorized to work in this US;
 3. a male, in compliance with Selective Service registration requirements;
 4. a disadvantaged adult is an adult who received income or is a member of a family that received a total family income, that in relation to the family size, does not exceed the local area designated poverty line standard income level.
 - b. Dislocated Worker services are available to those as defined by law, regulation and guidance and may include individuals who:
 1. have been terminated or laid off due to no fault of their own or have received notice of a termination or layoff;

2. are eligible for or have exhausted unemployment insurance; or
 3. are not eligible for unemployment benefits due to insufficient earnings or having performed services for an employer that were not covered under State unemployment compensation;
 4. are unlikely to return to their previous industry or occupation;
 5. were self-employed but are unemployed as a result of general economic conditions in the community or because of natural disasters, displaced homemakers, spouse of an Armed Forces on active duty, and the long term unemployed (12 or more consecutive weeks).
- vi. Individual Employment Plans ("Individualized Employment Plan") are an individual career service for adult and dislocated worker. IEPs may be developed when determined appropriate between the participant and the career service provider. (20 CFR § 680.170)
- B. Follow-up Career Services
- i. Provider will provide follow-up career services, as described in WIOA § 134(c)(2)(A)(xiii) and 20 CFR § 678.430(c) and State Policy to participants in adult or dislocated worker workforce investment activities who are placed in unsubsidized employment for a minimum of twelve (12) months following the first day of employment.
- C. Training Services
- i. Provider will provide training services as described in 20 CFR §680.200, as necessary. These services may be made available to employed and unemployed adults and dislocated workers who:
 - a. Provider staff determines, after an interview, evaluation or assessment and career planning, are:
 1. Unlikely or unable to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment through career services;
 2. In need of training services to obtain or retain employment leading to economic self-sufficiency or wages comparable to or higher than wages from previous employment; and
 3. Have the skills and qualifications to participate successfully in training services.
 - b. Select a program of training that is directly linked to the employment opportunities in the local area or the planning region, or in another area to which the individuals are willing to commute or relocate;
 - c. Are unable to obtain grant assistance from other sources to pay the costs of such training, including such sources as State funded training funds, Trade Adjustment Assistance (TAA) and Federal Pell Grants established under title IV of the Higher Education Act of 1965, or require WIOA assistance in addition to other sources of grant assistance, including Federal Pell Grants (provisions relating to fund coordination are found at 20 CFR §680.230 and WIOA § 134(c)(3)(B)); and

- d. If training services are provided through the adult funding stream, are determined eligible in accordance with the State and local priority system in effect for adults under WIOA § 134(c)(3)(E) and 20 CFR § 680.600.
 - ii. Training Services available to qualified adults and dislocated workers and employers:
 - a. Occupational skills training, including training for non-traditional employment;
 - b. On-the-job training (OJT);
 - c. Pre-Apprenticeships and Apprenticeships;
 - d. Work experience or internship, in accordance with 20 CFR § 680.170;
 - e. Incumbent worker training, in accordance with WIOA § 134(d)(4) and 20 CFR §§ 680.780, 790, 800, 810 and 820;
 - f. Programs that combine workplace training with related instruction, which may include cooperative education programs;
 - g. Training programs operated by the private sector;
 - h. Skills upgrading and retraining;
 - i. Entrepreneurial training;
 - j. Transitional jobs in accordance with WIOA § 134(d)(5) and §§ 680.190 and 20 CFR § 680.195;
 - k. Job readiness training provided in combination with services listed in this section;
 - l. Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with training services listed in this section;
 - m. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training; and
 - n. Individual Training Accounts (ITAs) and access to lists of eligible training providers and programs of training through the one-stop delivery system to adults and dislocated workers needing training. The lists of eligible training providers and programs shall contain quality consumer information, including cost and performance information for each of the providers' programs, so that participants can make informed choices on where to use their ITAs.
- D. Rapid Response Services
 - i. Provider will provide Rapid Response services as described in 20 CFR § 682.300 – 682-370 as necessary to Dislocated Workers.
 - ii. Rapid Response shall be delivered when one or more of the following circumstances occur(s):
 - a. Announcement or notification of permanent closure regardless of the number of workers affected;

- b. Announcement or notification of a mass layoff as defined in 20 CFR § 682.305;
 - c. A mass job dislocation resulting from a natural or other disaster; or
 - d. The filing of a Trade Adjustment Assistance (TAA) petition.
- iii. Rapid Response activities shall include:
- a. Layoff aversion activities as described in 20 CFR § 682.320, as applicable.
 - b. Immediate and on-site contact with the employer, representatives of the affected workers, and the local community, including an assessment of and plans to address the following:
 - 1. Layoff plans and schedule of the employer;
 - 2. Background and probable assistance needs of the affected workers;
 - 3. Reemployment prospects for workers; and
 - 4. Available resources to meet the short and long-term assistance needs of the affected workers.
 - c. The provision of information and access to unemployment compensation benefits and programs, such as Short- Term Compensation, comprehensive one- stop delivery system services and employment training activities, including information on the TAA program (19 U.S.C. § 2271 et seq.), Pell Grants, the GI Bill and other resources.
 - d. The delivery of other necessary services and resources, including workshops and classes, use of worker transition centers and job fairs, to support reemployment efforts for affected workers.
 - e. Partnership with the Local WDB(s) and CEO to ensure a coordinated response to the dislocation event and, as needed, obtain access to State and local economic development assistance. Such coordinated response may include the development of an application for a national dislocated worker grant as provided under 20 CFR § 687.
 - f. The provision of emergency assistance adapted to the particular layoff or disaster.
 - g. Developing systems and processes as appropriate for:
 - 1. Identifying and gathering information for early warning of potential layoffs or opportunities for layoff aversion;
 - 2. Analyzing and acting upon data and information on dislocations and other economic activity in the State or local area; and
 - 3. Tracking outcome and performance data and information related to the activities of the rapid response program.
 - h. Developing and maintaining partnerships with other appropriate Federal, State and local agencies and officials, employer associations, technical councils, other industry business councils, labor organizations and other public and private organizations, in order to:

1. Conduct strategic planning activities to develop strategies for addressing dislocation events and ensuring timely access to a broad range of necessary assistance; and
 2. Develop mechanisms for gathering and exchanging information and data relating to potential dislocations, resources available and the customization of layoff aversion or rapid response activities, to ensure the ability to provide rapid response services as early as possible.
- i. Delivery of services to worker groups for which a petition for Trade Adjustment Assistance has been filed.
 - j. As described in 20 CFR § 682.350, work with ADES to request the provision of additional assistance to local areas that experience disasters, mass layoffs, or other dislocation events when such events exceed the capacity of the local area to respond with existing resources as provided under WIOA § 134(a)(2)(A)(i)(III).
 - k. Provision of guidance and financial assistance, as appropriate, in establishing a labor-management committee voluntarily agreed to by the employee's bargaining representative and management. The committee may devise and oversee an implementation strategy that responds to the reemployment needs of the workers. The assistance to this committee may include:
 1. The provision of training and technical assistance to members of the committee; and
 2. Funding the operating costs of a committee to enable it to provide advice and assistance in carrying out rapid response activities and in the design and delivery of WIOA authorized services to affected workers.

E. Youth Services

- i. Youth services as described in 20 CFR § 681.200 – 681.650 are to be provided to WIOA Title IB eligible youth, who are either in-school, ages fourteen to twenty-one (14-21) (unless an individual with a disability who is attending school under State law) or out-of-school, ages sixteen to twenty-four (16-24).
- ii. The "Provider" will make available the following **fourteen (14)** elements for the Maricopa County local workforce development area either directly or via subcontracts.
 - a. **Comprehensive guidance and counseling activities** – to assist youth in making sound decisions regarding their education and professional plans and goals. Counseling and guidance activities related to life choices may include assisting youth to:
 1. Deal with the pressures of life;
 2. Resolve interpersonal conflicts with others;
 3. Avoid and/or resist peer pressure;
 4. Understand how educational/vocational choices impact their future lifestyle;

- 5. Life Skills training (budgeting, time management, etc.); and
 - 6. Drug and alcohol abuse counseling
- b. **Financial Literacy education** – supporting the ability of participants to create household budgets, initiate savings plans, and make informed financial decisions about education, retirement, home ownership, wealth building, or other savings goals.
 - c. **Services that provide labor market and employment information about the targeted industry sectors or occupations available within the local area** – such as career awareness, career counseling, and career exploration.
 - d. **Tutoring, study skills training, and instruction, as well as evidence-based dropout prevention and recovery strategies** – that lead to completion of the requirements for a secondary school diploma or its recognized equivalent or for a recognized postsecondary credential.
 - e. **Entrepreneurial skills training** – including, but not limited to, knowledge of start-up business models, writing business plans, financial management, basic accounting and finance principles, legal and risk management, marketing needs and planning, customer service and time management, HR issues, record keeping, and taxes.
 - f. **Paid and unpaid work experiences** – that have an academic component and occupational education, which may include summer employment opportunities, pre-apprenticeship programs, internships and job shadowing, and on-the-job training.
 - g. **Occupational skills training** – post-secondary education and/or skills training to attain industry standard certifications.
 - h. **Leadership development opportunities** – encourage responsibility, employability, pre-employment training, and citizenship. Activities may include life skills instruction, decision-making skills training, cultural diversity instruction, community service projects, self-esteem building activities, and real- life skills. Other leadership development opportunities may also include peer- centered activities, including peer mentoring and tutoring, community service- learning projects, exposure to post-secondary educational opportunities, and work simulation.
 - i. **Adult mentoring** – for the period of program participation and a subsequent period.
 - j. **Supportive services** – such as transportation assistance, childcare, work attire/related tools, and eyewear.
 - k. **Follow-up services** – The "Provider" will provide the appropriate services/activities to enhance the youth's academic/occupational progress to ensure long-term success. Follow-up services for youth may include: (1) leadership development and supportive service activities; (2) regular contact with a youth participant's employer, including assistance in addressing work- related problems that arise; (3) assistance in securing better paying jobs, career pathway development,

and further education or training; (4) work-related peer support groups; (5) adult mentoring; and/or (6) services necessary to ensure the success of youth participants in employment and/or post-secondary education.

- l. **Alternative secondary school instruction or dropout recovery services**
- m. **Activities that help youth prepare for and transition to post-secondary education and training.**
- n. **Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster** – Workforce preparation activities, basic academic skills, and hands-on occupational skills training are to be taught within the same time frame and connected to training in a specific occupation, occupational cluster, or career pathway. (WIOA § 129I(2)l).

F. Business Services

- i. Provider shall provide business services as described in 20 CFR § 678.435 as necessary to local employers. Business services may include:
 - a. Promote employer openings;
 - b. Pre-screen for qualified candidates;
 - c. Make candidate referrals to employers;
 - d. Career Fairs;
 - e. Employer Hiring Events;
 - f. Provide and analyze Labor Market Information (LMI) including:
 - 1. Competitor analysis and
 - 2. Wage analysis;
 - g. Commute analysis;
 - h. Assist with potential business relocations;
 - i. Business retention and expansion for local economic developers;
 - j. Regional partnerships; and
 - k. Input on industry sector partnerships.

G. Prioritization

- i. **Priority Populations**
 - a. Provider shall focus on serving those who have one or more barriers to employment with special emphasis and specific focus on low-income individuals and families, justice-involved, single parents, and homeless individuals.
 - b. Provider shall develop relationships with other local entities that serve these populations to ensure that they know how to refer clients to Provider for services.
 - c. Priority populations served by Provider shall be as follows:
 - 1. Veterans;
 - 2. Low-income individuals;
 - 3. Justice-involved or ex-offenders;
 - 4. Single parents;
 - 5. Homeless individuals;

6. Individuals with disabilities;
 7. Elderly individuals;
 8. Current or former youth involved in the foster care system;
 9. English language learners and basic skills deficient;
 10. Long-term unemployed; and
 11. Displaced homemakers.
- ii. Priority of Service Policy
 - a. ARIZONA@WORK Maricopa County WIOA Adult Program funding will be utilized strictly for the following priority populations:
 1. Recipients of Public Assistance;
 2. Individuals with Low-Incomes;
 3. Individuals who are Basic Skills Deficient;
 4. Veterans and their Eligible Spouses.
 - iii. Priority Industries
 - a. Provider will exercise fiscal responsibility by prioritizing funding to the industries designated as in-demand by the MCWDB across all programs.
 - b. Provider shall provide industry data to MCWDB upon request to ensure industries being prioritized are consistent with the strategic direction of the MCWDB.
 - c. Funding for opportunities outside of those deemed in-demand will be reserved for those whose justice-involved backgrounds and current circumstances do not allow them the same opportunities as others.
- H. For all services provided, Provider shall determine the appropriate assessments to administer to clients.
 - I. Provider staff shall utilize family-centered and evidence based coaching practices in working with all participants.

IX. PERFORMANCE MEASURES

- A. Performance measurements shall be negotiated between the WDB and the State of Arizona WIOA Administrative Entity.
- B. Provider may propose performance measurements to the WDB for consideration prior to WDB's formal negotiation with the State of Arizona.
- C. Provider shall meet or exceed annual performance levels. Program year performance levels shall be effective after the WDB and Chief Elected Official approve.
- D. Failure to meet any of the performance measures after the end of the Program Year may require a written corrective action plan from Provider. If Provider fails the same performance measure two consecutive years and the Arizona Department of Economic Security imposes sanctions, the WDB may apply those sanctions onto Provider.
- E. Performance measurements are defined as:
 - i. Employment Rate: The percentage of participants who are in unsubsidized employment and/or for Youth participants who are participating in Postsecondary Education during the second and fourth quarter after exit from the program.
 - a. 2nd Quarter after Exit

1. Adult
 2. Dislocated Worker
 3. Youth
 - b. 4th Quarter after Exit
 1. Adult
 2. Dislocated Worker
 3. Youth
- ii. Median Earnings: The median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.
 - a. 2nd Quarter after Exit
 1. Adult
 2. Dislocated Worker
 3. Youth
- iii. Credential Attainment Rate: The percentage of those participants enrolled in an education or training program (excluding those in on-the-job training (OJT) and customized training) who attain a recognized postsecondary credential or a secondary school diploma, or its recognized equivalent, during participation in or within one year after exit from the program. A participant who has attained a secondary school diploma or its recognized equivalent is included in the percentage of participants who have attained a secondary school diploma or its recognized equivalent only if the participant also is employed or is enrolled in an education or training program leading to a recognized postsecondary credential within one year after exit from the program.
 - a. During participation in or within 1 year after exit from the program
 1. Adult
 2. Dislocated Worker
 3. Youth
- iv. Measurable Skills Gains: The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress, towards such a credential or employment. Depending on the type of education or training program, documented progress is defined as one of the following:
 - a. Documented achievement of at least one educational functioning level of a participant who is receiving instruction below the postsecondary education level;
 - b. Documented attainment of a secondary school diploma or its recognized equivalent;
 - c. Secondary or postsecondary transcript or report card for a sufficient number of credit hours that shows a participant is meeting the State unit's academic standards;
 - d. Satisfactory or better progress report towards established milestones, such as completion of OJT or completion of one year of an

apprenticeship program or similar milestones, from an employer or training provider who is providing training; or

- e. Successful passage of an exam that is required for a particular occupation or progress in attaining technical or occupational skills as evidenced by trade- related benchmarks such as knowledge-based exams;
- f. A gain shall be attained and documented at the end of each program year (June 30th).
 - 1. Adult
 - 2. Dislocated Worker
 - 3. Youth

X. SUBCONTRACTS

- A. Provider shall provide a quarterly report to the WDB listing all subrecipient contracts for services.

XI. INFORMATION SYSTEMS

- A. Provider must ensure staff have access to the appropriate information systems and safeguard these information systems from unauthorized access of use.
- B. Provider shall only utilize the Arizona Job Connection data system (or other state-mandated WIOA system), the Provider's maintained data and case management system, and the referral system developed through the One Stop Operator to ensure a seamless flow of services across core and title partners.
- C. Data Entry, Security, and PII
 - i. Provider must monitor and review customer records for data integrity.
 - ii. Provider must comply with all security standards and guidelines as required by DES and WIOA.
 - iii. Provider will maintain confidentiality of any Personally Identifiable Information (PII). This applies to both printed and electronic PII.
 - iv. Provider staff are to adhere to professional standards of client confidentiality as required under WIOA.

XII. STAFFING, SPACE, AND EQUIPMENT

- A. Provider is responsible for providing staffing, space, and equipment necessary to deliver the aforementioned services and meet the performance requirements outlined in this document. This may be accomplished through hiring of staff, contracting for services, leasing of space and procurement of equipment, and/or entering into subcontracts with other providers.
- B. Provider shall present to the WDB any proposed comprehensive center location changes at least 120 days prior to the planned change date. The presentation shall include an analysis regarding how the new location(s) serves the needs of the community. If the change requires additional funding, this shall be disclosed during the meeting.
- C. Provider shall be expected to provide services throughout Maricopa County, excluding the City of Phoenix, and may provide services at optional locations. The provider must

notify the WDB of any optional locations at which services are provided. If use of these locations requires additional funding, this shall be disclosed to the WDB.

- D. Any such space, equipment, or technology necessary for WIOA service provision shall be funded by WIOA and included in Provider's operating budget. Provider shall be responsible for obtaining and maintaining equipment, software, or other information technology items.
- E. Prior to purchasing any single use equipment over \$5,000 or total purchase exceeding \$10,000, Provider shall complete the Arizona Department of Economic Security Form (ADES) WIOA pre- approval questionnaire for equipment and vehicles over \$5,000. This form shall be submitted to the fiscal agent and the WDB staff.

XIII. FUNDING

- A. Funds under this Agreement are provided by the Workforce Innovation and Opportunity Act (WIOA) Title I federal program from the U.S. Department of Labor. As such, the funds are subject to all the provisions of Public Law 113-128 as well as any guidance issued by the U.S. Department of Labor and DES.
- B. Funding for this Agreement is provided by the Catalog of Federal Domestic Assistance (CFDA):
 - i. Adult Worker – 17.258
 - ii. Dislocated Worker – 17.278
 - iii. Youth Program – 17.259
- C. Should the CEO determine that funds are not available for continuing these services, the CEO may cancel this Agreement. Every performance of the Parties under this Agreement is conditioned upon the availability of funds appropriated, allocated, or granted for performance. If funds are not available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event of termination, and neither Party shall be obligated or liable for any future performance, payments, or for any damages as a result of termination under this paragraph.
- D. In the event of termination of this Agreement due to unavailability of funds, all outstanding payments due to Provider (for completed performance under this Agreement) shall be paid within ten (10) days of the termination date of the Agreement.
- E. All WIOA eligible expenditures are cost-reimbursable.
- F. All funds must be spent within the ADES period of availability.

XIV. INVOICING

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

XV. REPORTS

- A. Provider shall submit quarterly and annual reports on the current year's and progress towards performance measures.

- B. All quarterly reports are due no later than 45 calendar days after the end of the specified reporting quarter. Reporting quarter-end dates are September 30, December 31, March 31, and June 30.
- C. The annual report shall be submitted no later than 90 calendar days following the end of the program year-end date of June 30.

XVI. NOTICES

- A. Notifications and communications concerning this Agreement shall be directed to the following:
 - i. Maricopa County Workforce Development Board: Executive Director
301 W. Jefferson St., 9th Floor, Phoenix, AZ 85003
 - ii. Maricopa County Human Services Department: Assistant Director of WDD 2
34 N. Central Avenue, 3rd Floor, Phoenix, AZ 85004

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

- A. Each Party certifies to the best of its knowledge and belief, that it and its directors, officers and agents:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - ii. Have not within a three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 9.1.2; and
 - iv. Have not within a three-year period had one or more public transactions (Federal, State, or local) terminated for cause or default.

XVIII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

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

December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR § 37 and 38.

XIX. BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY

- A. The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this AGREEMENT.
- B. Central Registry Background Checks shall be conducted on all Maricopa County employees. The information contained in the Central Registry shall be used as a factor to determine qualifications for any positions that are funded through WIOA.
 - i. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
 - ii. Before being employed, persons shall certify on forms provided by ADES whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
 - iii. A person awaiting receipt of the Central Registry Background Check may perform assigned duties after completion and submittal of the Direct Service Position certification form if the certification states:
 - a. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
 - b. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding. Person shall complete the Direct Service Position application (FBU-1003A) located at: <https://des.az.gov/digital-library/ders-direct-service-position>.

XX. FINGERPRINTING

- A. The Parties shall comply with the Provisions of A.R.S. § 46-141 as may be amended.
- B. The County shall ensure that all employees, comply with all applicable (current and future) legal requirements relating to fingerprinting, fingerprinting clearance cards, certification regarding pending or past criminal matters, and criminal records checks that relate to AGREEMENT performance.
- C. Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited to, the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certification regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety

as it relates to employment with Maricopa County. The County is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to work assignment performance.

- D. To the extent A.R.S. § 46-141 is applicable to employment performance, the following provisions apply:
- i. Personnel who are employed by the County, whether paid or not, and who are required to perform duties that are funded by WIOA shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within (7) seven working days of employment.
 - ii. If a person employed by the County is awaiting trial or has been convicted of any of the offenses listed therein in the State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card, may not perform any duties that are funded by WIOA.

XXI. COMPLIANCE WITH APPLICABLE LAWS

- A. Parties shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal, State, and Local governments whether or not specifically referenced herein.
- B. Unless exempt under Federal law, Parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5, as updated in State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. The Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment of qualified persons because of physical or mental disability. The Parties shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
- C. Parties shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of, or participation in, contract services on the basis of race, color, or national origin. Both parties shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibits discrimination on the basis of physical or mental disabilities in the provision of contract programs, services, and activities.

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

- A. By entering into the AGREEMENT, the Parties warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The Parties shall obtain statements from their subcontractors certifying compliance and

shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the AGREEMENT. The Parties and their subcontractors shall also maintain Employment Eligibility Verification forms (1-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the AGREEMENT and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. 1-9 forms are available for download at USCIS.GOV.

- B. The County retains the legal right to inspect the Party and subcontractor employee documents performing work under this AGREEMENT to verify compliance with paragraph 23.1.1 of this Section. The Parties and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Parties or any of its subcontractors are not in compliance, the County will consider this a material breach of the AGREEMENT and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the AGREEMENT for default, and suspension and/or debarment of the Parties. All costs necessary to verify compliance are the responsibility of the Parties.

XXIII. SEVERABILITY

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

XXIV. DRUG AND ALCOHOL-FREE WORKPLACE

- A. All Parties to this AGREEMENT certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR § 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient shall notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR § 180, as adopted by the U.S. Department of Education at 2 CFR § 3485, and the U.S. Department of Labor regulations at 29 CFR § 94.

XXV. CERTIFICATION REGARDING LOBBYING

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

XXVI. BUY AMERICAN PROVISION

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

XXVII. SALARY COMPENSATION AND BONUS LIMITATIONS

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

XXVIII. GOVERNING LAW

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

XXIX. ENTIRE AGREEMENT, MODIFICATION, ASSIGNMENT, AND COUNTERPARTS

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

XXX. SURVIVAL

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

XXXI. CONFLICT WAIVER

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

(Remainder intentionally left blank: Signatures to follow)

IN WITNESS THEREOF, the Parties have signed this Agreement:

Approved By: MARICOPA COUNTY
WORKFORCE DEVELOPMENT BOARD

Sean Hill

Date 12/15/2023

Approved By: MARICOPA COUNTY
Clint Hickman, Chairman, Board of Supervisors

Clint Hickman

Date 12/14/2023

Approved By: MARICOPA COUNTY HUMAN SERVICES DEPARTMENT
Jaqueline Edwards, Director

Jaqueline Edwards

Date 11/30/23

Attested to:
Juanita Garza, Clerk, Board of Supervisors

Juanita Garza

Date 12/06/23

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

APPROVED AS TO FORM:

Gregory J. Moran 11/17/2023
Deputy County Attorney Date