

**REVISED AND RESTATED
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PHOENIX BUSINESS AND WORKFORCE DEVELOPMENT BOARD
AND
THE CITY OF PHOENIX HUMAN SERVICES DEPARTMENT**

This Revised and Restated Memorandum of Understanding (MOU) is made and entered into this 1st of July, 2025 (Effective Date) by and between the Phoenix Business and Workforce Development Board (Board), acting through the Community and Economic Development Department (CED) of the City of Phoenix, a municipal corporation of the State of Arizona (City), and the City's Human Services Department (HSD or Service Provider). The Board and Service Provider are collectively referred to as the "Parties" and individually as a "Party." This MOU is made in accordance with the policies of the [Workforce Arizona Council](#).

RECITALS

- A. The Workforce Innovation and Opportunity Act of 2014 (WIOA), as amended, was established to increase employment, education, and training for individuals with barriers to the same. It supports the alignment and improvement of the workforce development system to improve the skills of workers to secure employment with family-sustaining wages and provide employers with a skilled workforce for competitiveness. Additionally, it offers workforce activities through state and local workforce development systems.
- B. The Chief Elected Official (CEO), including the City Mayor and City Council or its designee or designated entity, is responsible for grant administration, compliance, policy, and oversight of the WIOA program and funds in the City of Phoenix Local Workforce Development Area (Phoenix LWDA). The Board, acting as the Local Workforce Development Board as defined by 20 Code of Federal Regulations (CFR) § 679.310, is the designated entity and grant recipient funded to administer the WIOA funds.
- C. The Workforce Arizona Council, authorized by WIOA and charged with guiding the Arizona Workforce System, requires a written agreement between the Board and Service Provider when an entity is performing multiple roles.
- D. This MOU is the written agreement to document the Parties' agreement that HSD is the Service Provider for the WIOA Title I-B Adult Program and Dislocated Worker Program (Title I-B Adult and Dislocated Worker Programs) within the Phoenix LWDA.
- E. The Parties acknowledge that WIOA laws and regulations; Training and Employment Guidance Letters (TEGLs), guidance letters issued by the U.S. Department of Labor (DOL); Uniform Administrative Guidance; state law and applicable policies; guidance from the Arizona Department of Economic Security (ADES) Division of Employment

and Rehabilitation Services (DERS), the Designated State Administrative Entity and the state grant recipient of WIOA Title I Adult, Dislocated Worker, and Youth (Title I) funds from the DOL; City policies; and Board policies will be adhered to in their entirety. The Parties acknowledge that subrecipients of federal funds must follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (collectively, the Uniform Guidance) at 2 CFR Part 200, including the contractual provisions in 2 CFR § 200.326 and 2 CFR Part 2900. References and links to outside documents listed in this MOU may be updated and Board staff will inform Service Provider when updates occur.

- F. The Parties agree the requirements of the City's WIOA contract with ADES DERS (IGA DI23-002384/City Clerk Contract 158894), **Exhibit B**, are incorporated into this MOU.

NOW, THEREFORE, it is agreed by and between the Parties in this MOU as follows:

I. TERM

- A. The MOU began on July 1, 2022, with an initial term of two years (Term). The term of the MOU is extended from July 1, 2024, to June 30, 2027. New performance standards listed in this MOU will be effective as of the date this document is executed by all Parties.
- B. The MOU may be renegotiated or terminated by either Party with three months' written notice to the other Party. Such notice will be given by personal delivery or via email to the representative listed in **Section V (C)**.

II. FUNDING

Funding for this MOU is provided by Federal Assistance Listing Numbers 17.258 (Adult Worker), 17.277 (Dislocated Worker), and 21.024 (Rapid Response) and is subject to all provisions of [Public Law 113-128](#) as well as any guidance issued by the DOL and ADES DERS.

- A. Service Provider must spend all allocated funding within the ADES DERS period of availability.
- B. Service Provider will maintain an accounting system that tracks WIOA funding separately from other funding sources
- C. The Parties operate through the City's fiscal and budgetary process. If action is taken by any state agency, federal department, the City, or any other agency or instrumentality with legal authority to suspend, decrease or terminate the fiscal obligation under, or in connection with this MOU, the Parties may amend, suspend, decrease, or terminate their obligations under or in connection with this MOU. Every performance of the Parties under this MOU is conditioned upon the availability of funds appropriated, allocated, or granted for performance. In the

event of termination, the Parties will 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 MOU. All outstanding payments due to Service Provider will be paid within 30 days of the termination date of this MOU. No liability will accrue to either Party in the event of termination, and neither Party will be obligated or liable for any future performance, payments or for any damages as a result of termination under this paragraph. The Parties will give written notice of the effective date of any suspension, amendment, or termination under this section at least ten calendar days in advance.

III. BUDGET

- A. Within 30 days of receiving its Program Year (July 1 through June 30) allocation, Service Provider will submit its proposed annual Program Year budget for Board staff's approval. This proposed budget must be inclusive of all known costs, including, but not limited to, staffing, space, and equipment.
 - 1) In compliance with WIOA regulations, Service Provider must pay the prorated cost of leasing any exclusive and shared space at the Job Centers, which is updated by ADES DERS periodically, according to the Memorandum of Understanding & Infrastructure Funding Agreement.
- B. Budget reallocations within established expense categories, such as participant support, personnel, and non-personnel expenses, are permitted without Board staff approval. Any other reallocations or adjustments must be approved by Board staff.
- C. By May 31st of each Program Year, Service Provider will review all open purchase orders and notify Board staff of any funding obligations to be carried over to the next Program Year.

IV. EXPENDITURE TRANSFERS

- A. All WIOA eligible expenditures are cost reimbursable.
- B. Service Provider will submit a monthly Expenditure Transfer Request to workforce@phoenix.gov by the third Friday of every month for Board staff's approval using the current Program Year Cover Sheet provided by Board Staff and in compliance with ARIZONA@WORK City of Phoenix Guidance Letter 18-006 (Guidelines for Subcontract Invoicing and Backup Documentation), as amended.
- C. Each Expenditure Transfer Request will include itemized receipts and be free of mathematical errors and/or missing supporting documentation. Failure of Board staff to identify an error does not waive any of the Board's rights.

Expenditure Transfers will be completed within 30 days of Board staff's receipt of a complete and accurate Expenditure Transfer Request.

D. In the event an Expenditure Transfer Request must be returned to Service Provider for corrections or additional documentation, the payment timeframe will restart upon receipt of the corrected Expenditure Transfer Request.

V. AUTHORIZED OFFICIALS AND NOTICES

A. The Board Chair and the CED Director are the authorized officials for the Board.

B. The HSD Director is the authorized official for the Service Provider.

C. Notifications and communications concerning this MOU will be directed to the following:

1. LaSetta Hogans, Deputy Director and Board Executive Director
Community and Economic Development Department
LaSetta.Hogans@phoenix.gov 602-495-3609

2. Jovanna Parkhouse, Deputy Director
Human Services Department
Jovanna.Parkhouse@phoenix.gov 602-534-9672

VI. SCOPE OF WORK

Service Provider will provide services in accordance with the Scope of Work set forth in **Exhibit A**, which may be supplemented with additional detail from time to time during the term of the MOU, and that are satisfactory to the City. In performing these services.

VII. COMMUNICATION WITH THE ADES DERS

At the direction of ADES DERS, all communication between it and the Phoenix LWDA will be centralized through Board staff. Therefore, Service Provider and its staff will not contact ADES DERS directly; all communication from Service Provider intended for ADES DERS will be sent to wioaganda@phoenix.gov, with the exception of direct inquiries from ADES DERS.

VIII. AMENDMENTS

Whenever an addition, deletion, or alteration to this MOU substantially changes this document, a supplemental agreement must first be approved in writing and signed by all Parties in the form of an amendment.

IX. ADDITIONAL GRANT FUNDING

Each Party will provide notification to the other when considering grant applications related to the Scope of Work. Specifically, Board staff will not submit grant applications that would obligate Service Provider without Service Provider's prior agreement to provide the services. Equally, Service Provider will not submit grant applications for supplemental activities if WIOA funds or WIOA-funded staff will be used to support non-WIOA activities without prior Board staff approval.

X. BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY

Service Provider must comply with Section 17 of **Exhibit B** (Background Checks for Employment Through the Central Registry) for each applicable employee on an annual basis. Board staff will notify the Service Provider immediately upon receiving updated requirements from ADES DERS.

XI. FINGERPRINTING

Service Provider must comply with Section 24 of **Exhibit B** (Fingerprinting). Board staff will notify the Service Provider immediately upon receiving updated requirements from ADES DERS.

XII. SEVERABILITY

If any part of this MOU is held to be null and/or void, the remaining portion of the MOU will not be affected.

XIII. RELATIONSHIP OF PARTIES; NO ASSIGNMENT

A. Nothing in this will be construed as creating a legally binding and enforceable contract, or an agency, employment, partnership, or joint venture between the Parties. Neither Party will have the authority to act on behalf of the other or to bind one another to any obligation whatsoever. Nothing in this MOU will be construed to create an employer/employee relationship between the Parties or between any Parties and the employees of the Party (or that Party's contractors or subcontractors).

B. This MOU may not be assigned without the written approval of the Parties. Any attempted or purported assignment of this MOU without written consent will be void and of no effect.

APPROVALS


IN WITNESS WHEREOF, the Parties herein have caused this Agreement to be executed as of the Effective Date.

CITY OF PHOENIX, a municipal corporation
Jeffrey Barton, City Manager

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CED)

By: 
Christine Mackay *CM*
Community and Economic Development Director

HUMAN SERVICES DEPARTMENT (SERVICE PROVIDER)

By: 
[Jacqueline Edwards \(Jun 25, 2025 10:33 PDT\)](#)
Jacqueline Edwards *NVA*
Human Services Department Director

PHOENIX BUSINESS AND WORKFORCE DEVELOPMENT BOARD "BOARD"

By: 
[Sam Wolo \(Jun 17, 2025 15:19 PDT\)](#)
Sam Wolo
Board Chair

EXHIBIT A

Scope of Work

Service Provider will provide career services for the Title I-B Adult and Dislocated Worker Programs through City of Phoenix ARIZONA@WORK One Stop Job Centers (Job Centers), Affiliate Sites (Affiliate Sites), and at events.

Board staff will provide Service Provider with enrollment goals and updated performance measures, as described in Board Policy [400.407 Performance Measures](#), at the beginning of each Program Year.

A. Staffing

1. Service Provider will provide adequate staff of sufficient qualifications and program services to meet the needs of job seekers, who may become participants of Title I-B Adult and Dislocated Worker Programs services (Participants).
 - a. Service Provider will ensure staff receive training on state and Board WIOA policies and regulations regarding case management; eligibility determination, verification, and documentation; assessments; required program elements; file maintenance and documentation; quality assurances; and other appropriate workforce credentials as needed. Case management techniques training should include motivational interviewing, trauma informed care, intrusive advising, asset-based approaches, resume writing, interview and career pathway development and/or other relevant topics to enhance best in class service delivery.
2. Service Provider will deliver these services, both virtually and in-person, to Participants through the Job Centers, Affiliate Sites, community locations and partnerships, and business services events, including rapid response activities, which are intended to assist dislocated workers in obtaining reemployment as soon as possible following a permanent closure or mass layoff at a plant, facility, or enterprise, or a natural or other disaster, that results in mass job dislocation (Rapid Response events).
3. Service Provider will ensure Title I-B Adult and Dislocated Worker services are offered both virtually and in-person at Job Centers and Affiliate Sites. A minimum of one staff member must be onsite at each Job Center and Affiliate Site during established business hours. Service Provider will provide Board staff with advanced notification when possible if staff will not be present at any location or previously agreed upon event.
4. Service Provider must submit a Staffing Plan and Organizational Chart with the annual budget and any budget modification request detailing the number of staff in each position providing these services. Service Provider will notify Board staff of any significant changes to the Staffing Plan.

5. Service Provider will ensure 90% of its staff attend training offered by the City's One-Stop Operator. Staff on approved leave will be excluded from attendance rate calculations.
6. Service Provider's staff and contractors must successful complete all City and ADES DERS required trainings in the stipulated timeframe, including the City's Annual Security Awareness Training.
7. Service Provider will cross-train staff, as appropriate, to minimize any service delivery impact from unplanned absences, surges in enrollment, or funding changes.

B. Information Systems

Service Provider is responsible for the secure and efficient management of all data, information systems, and records associated with WIOA service delivery. This includes safeguarding sensitive information, maintaining accurate records, and adhering to all applicable policies and regulations. Service Provider will ensure its staff have access to all required information systems and protect these systems from unauthorized access. Service Provider will monitor and review Participant records for data integrity.

1. Arizona Job Connection (AJC)

- a. Service Provider will use AJC, the automated state-wide case management system provided by ADES DERS, as the primary case management system for tracking Participant data, services provided, and performance outcomes.
- b. Service Provider will comply with the City's data sharing agreement with ADES DERS.

2. Client Referral System (CRS)

Service Provider will use the City's system for tracking and managing referrals to other Core Partners, as defined in **Section E** below, and community resources to facilitate client referrals and enhance collaboration.

3. Salesforce Inc.'s Tableau (Tableau)

Service Provider will use Tableau, a data analytics software, to monitor performance, analyze trends, and verify Participant data integrity.

4. VOS Greeter

Service Provider will use VOS Greeter, a lobby management system tracking system, to effectively manage Participant flow, track service delivery times, and provide a seamless customer experience.

5. Integration of Systems

a. Service Provider will:

- 1) Ensure data accuracy across both systems, reconciling any discrepancies to maintain consistency in reporting.
- 2) Adhere to updated policies and tools provided by ADES DERS and the Board to ensure alignment with best practices in system integration.
- 3) Receive training on the effective use of AJC and CRS to ensure proper documentation and service tracking.
- 4) Have access to ongoing technical support and troubleshooting will be provided to resolve any challenges in using these systems.

b. Service Provider may use other systems to support client and data management, including internal electronic and hard copy case management files. Any client-facing system requires Board approval prior to purchase or use.

6. Data Security

Service Provider will:

- a. Comply with all data security standards and guidelines as required by WIOA, ADES DERS, and City policies.
- b. Maintain confidentiality of Personally Identifiable Information (PII) in all forms (printed and electronic) and adhere to professional standards of client confidentiality as required by WIOA and all applicable federal, state, and local statutes, rules, and regulations regarding the use or disclosure of information.

C. Adult Program

Services will include outreach, initial and comprehensive assessments, eligibility determination, enrollment, documentation, career counseling, employment services, skills development through an appropriate mix of classroom training, on-the-job training job placement, apprenticeships, and other support services as appropriate.

1. Priority of Service

Service Provider must adhere to Board Policy [200.205 Priority of Service](#) in delivering services and ensure at least 75% of Participants enrolled into individualized and training services meet the current low-income guidelines, or meet basic skills deficient criteria for priority of service.

These priorities are to be implemented alongside considerations for populations demonstrating barriers to employment.

2. Types of Services

Service Provider will determine Participant eligibility, including collecting, verifying, and uploading to AJC, all necessary eligibility documents at the time of enrollment. Adult Program services are accessible to Participants as defined by WIOA regulations and Board Policy [200.204 Eligibility Adult & Dislocated Worker](#).

a. Service Provider will deliver Basic Services that include:

- 1) outreach and intake to engage job seekers,
- 2) orientation to introduce Participants to available resources,
- 3) initial assessments to evaluate Participants' skills and needs.
- 4) facilitate job search and placement,
- 5) provide support services such as transportation assistance, childcare, and financial aid for training.

Basic Services are further described in [WIOA § 134\(c\)\(2\)\(A\)\(i\)-\(xi\)](#) and [20 CFR § 678.430\(a\)](#).

b. Service Provider will deliver Individualized Services that include:

- 1) Conduct comprehensive assessments to tailor services to individual needs and develop Individual Employment Plans (IEPs) to guide Participants toward employment.
- 2) Provide career counseling guidance on career pathways and opportunities, alongside skill development training services that may include:
 - a) Individual Training Accounts (ITAs), accounts established to provide funding for training services to eligible individuals;
 - b) work-based learning;
 - c) pre-apprenticeship programs;
 - d) financial literacy training; and
 - e) English language education.

- 3) Collaborate with workforce partners and educational institutions to enhance service delivery and ensure a holistic approach to include other social services as needed.

Individualized Services are further described in [20 CFR § 678.430\(b\)](#).

- c. Service Provider will offer Training Services as described in [20 CFR § 680.200](#) and Board Policy [600.601 Eligibility Requirements](#) when necessary for Participants.

- 1) Service Provider will make the following training services available to qualified Participants [20 CFR §680.200](#):

- a) Occupational skills training, including training for nontraditional employment;
- b) On-the-job training (OJT) opportunities in alignment with the established DW Program and the Adult Program Priority of Service guidelines, including Priority 4 participants, when appropriate. While Service Provider must focus resources first on Priority 1-3 Participants, Priority 4 Participants who meet eligibility criteria should not be categorically excluded from OJT. Decisions to enroll Priority 4 Participants in OJT will be based on funding availability, ensuring compliance with WIOA regulations and local policies (see [20 CFR §§ 680.700, 680.710, 680.720, and 680.730](#));
- c) Programs that combine workplace training with related instruction, which may include cooperative education programs;
- d) Training programs on the Eligible Training Provider List (ETPL) or Board-approved training programs;
- e) Skills upgrading and retraining;
- f) Entrepreneurial training;
- g) Transitional jobs training in accordance with [WIOA § 134\(d\)\(5\)](#) and 20 CFR §§ [680.190](#) and [680.195](#);
- h) Job readiness training provided in combination with other services listed in this Section; and
- i) Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs,

provided concurrently or in combination with other training services listed in this Section.

j) Training programs consisting of one or more courses or classes, or a structured regimen, that aligns with services in 20 CFR [§ 680.200](#) and leads to:

- An industry-recognized certificate or certification, a certificate of completion of a registered apprenticeship, a license recognized by the State of Arizona or the federal government, or an associate or baccalaureate degree;
- A secondary school diploma or its equivalent, consistent with 20 CFR [§ 680.350](#); or
- Employment; or measurable skills gain toward a credential or employment.

2) Service Provider will utilize approved training programs listed on the ETPL, to issue ITAs, except in instances where Board training service contracts are available. In those instances, Service Provider will use the Board's training provider instead of ETPs.

d. Service Provider will deliver Additional Participant Services that include:

- 1) Offering services virtually for Participants who face challenges attending in-person appointments, such as transportation or childcare issues. Participants will be notified in advance of service delivery options, whether in-person or remote, to promote continuity in case management.
- 2) Developing IEPs for adults and dislocated workers collaboratively in accordance with [20 CFR § 680.170](#).
- 3) Conducting Needs Assessment

For all services provided, Service Provider will determine the appropriate process for evaluating and identifying the specific needs of each Participant.

- a) Service Provider will conduct a comprehensive needs assessment that will include evaluation of basic needs such as housing, transportation, food, childcare, and other factors that may impact a Participant's ability to secure employment.
- b) Service Provider will comply with WIOA regulations and Board policies on providing Support Services as funds are available.

- c) Service Provider will ensure Participants receive current information on accessing community resources related to these needs when appropriate and will collaborate with local organizations to enhance service delivery and support.
- 4) Providing timely and appropriate referrals using CRS and established procedures to connect Participants with needed resources.
- e. Service Provider will provide ongoing support and counseling for Participants placed in unsubsidized employment, with a focus on performance tracking to monitor progress for at least 12 months post-exit (Follow-Up Services). This will allow for necessary adjustments in services, fostering continuous improvement through data evaluation to assess service effectiveness and inform any needed changes in delivery. Follow-up services are further described in [WIOA 134\(c\)\(2\)\(A\)\(xiii\)](#) and [CFR § 678.430\(c\)](#) and State Policy.

D. Dislocated Worker (DW) Program

1. Service Provider will also provide services to DW Participants. The DW Program focuses on individuals who have been laid off, have received notice of layoff, are displaced homemakers, or are self-employed but unemployed due to economic conditions. While there is no formal "priority of service," the program is inherently designed to serve individuals meeting these eligibility requirements

2. Rapid Response Integration

Service Provider must actively engage in Rapid Response activities. Leads or referrals generated through these activities should translate into DW Program enrollments, whenever Participants meet eligibility and are interested in receiving services.

3. Staff Training on DW Program Eligibility

Service Provider will thoroughly train dedicated staff to understand DW Program eligibility, performance requirements, and best practices, to ensure dislocated workers receive tailored assistance.

E. ARIZONA@WORK Partner System

Service Provider will actively collaborate with the ARIZONA@WORK City of Phoenix's Core Partners, which include WIOA Title I, Title II Adult Education, Title III Wagner-Peyser Act, and Title IV Vocational Rehabilitation programs (Core Partners) through the following actions.

1. Methods of Communication

- a. Participate in regular meetings with Core Partners, including monthly partner collaboration meetings and quarterly strategy sessions organized by the Board or the OSO.
- b. Maintain consistent and responsive communication with Core Partners.

2. Key Responsibilities Related to Collaboration

- a. Develop and implement co-enrollment strategies to ensure seamless service delivery and alignment of Participant services across Core Partners.
- b. Collaborate with the OSO and other Core Partners to identify shared goals and implement a service integration plan (Service Integration Plan) that outlines coordinated service delivery efforts and is managed by the OSO.

3. Additional Collaboration Expectations

- a. Share resources, such as training opportunities and community engagement events, with other Core Partners to enhance the Participant experience.
- b. Participate in cross-training sessions led by other Core Partners to improve staff understanding of partner programs and services.
- c. Provide input on policy changes and operational improvements that impact service delivery within the ARIZONA@WORK system.
- d. Participate in Arizona Management System (AMS) huddles, organized by the OSO or other Core Partners, to discuss performance metrics, identify service gaps, and propose actionable solutions for continuous improvement.

F. Required Marketing Language

All marketing and other relevant materials must include "equal opportunity employer/program" and The Stevens Amendment statements provided by federal, state, and local policy. Additionally, all materials must state that "auxiliary aids and services are available upon request to individuals with disabilities." Service Provider will work with Board staff to ensure all materials have branding consistency across the Job Centers, Affiliate Sites, and their services, adhering to both the ARIZONA@WORK Brand Style Guide and Branding Policy. All finalized materials will be approved by Board staff prior to dissemination.

G. Procurement

1. In compliance with all applicable federal, state, City, regulations, policies, and procedures, as well as Board Policy [100.108 WIOA Allowable Costs Policy](#), Service Provider will procure the following, as needed to perform this Scope of Work:
 - a. Services, including support services, and
 - b. Equipment and technology purchases.
2. Service Provider will work with CED's Management Services team to complete the ADES DERS WIOA Pre-Approval Questionnaire Form and ensure the form is submitted for Board staff. If approved, Board staff will submit the form to ADES DERS for final approval.

H. Meetings

1. Service Provider will meet with Board Staff monthly.
2. Service Provider will attend Board, Executive Committee, and Subcommittee meetings as requested.

I. Reporting

Service Provider will provide program reports (Programmatic Reports) and performance reports (Performance Reports) documenting its performance. Reports will include aggregate data for the Program Year and must be submitted to Board staff. Reports must include the following for each reporting period:

1. Programmatic Reports will include:
 - a. A success story to share with the Board, including photos when possible;
 - b. Challenges faced by Participants or Service Provider of which the Board should be informed with suggestions for service improvement(s);
 - c. Updates on collaborative activities with Core Partners, including number of referrals made; number of co-enrolled Participants; and any service delivery challenges encountered;
 - 1) Participant trends of occupational training enrollments;
 - 2) Percentage of Service Provider staff attending OSO trainings/meetings as outlined in Section A (5) of this Exhibit;
 - 3) Outreach activities conducted; and

4) Other topics as determined by the Board and/or Board staff.

2. Performance Reports

a. Number of Participants:

- 1) Enrolled in Title I-B Adult and Dislocated Worker services,
- 2) Newly enrolled in Title I-B Adult and Dislocated Worker services,
- 3) Who retained employment for at least 180 days (2nd quarter) after program exit,
- 4) Who retained employment for at least 360 days (4th quarter) after program exit,
- 5) Who attained a recognized postsecondary credential or secondary school diploma or equivalent during program participation or within one year after program exit, and
- 6) Who obtained an increase in one or more educational functioning levels, achieved a secondary school diploma or its recognized equivalent, or completed a short-term pre-vocational or vocational training program during the program year.

b. Progress toward the 75% Adult Priority of Service Goal described in **Section C (1)** of this Exhibit,

c. Median Wages of Participants employed before and after program participation (2nd and 4th quarter),

3. DW-Specific Performance Tracking and Reporting

Service Provider will disaggregate enrollment and outcome data for the DW Program, providing monthly reports to Board staff and quarterly reports to the Board on DW enrollments, credential attainment, and employment outcomes.

4. Reporting Frequency

- a. Monthly Programmatic and Performance Reports are due by the 15th of each month.
- b. Quarterly WIOA Performance Report end dates are September 30; December 31; March 31; and June 30 each year and are due within 45 days after each

end date. Service Provider will present quarterly performance information to the Board as requested.

- c. Annual Performance and Program reports will be submitted in compliance with ADES DERS deadlines.

5. Contract Risk Assessment Monitoring Tool (CRAM Tool)

Board staff will issue an annual CRAM Tool to monitor Service Provider's progress toward its performance measures in compliance with Board Policy [300.312 Contract Risk Assessment Monitoring Policy](#). A sample CRAM Tool is included as **Exhibit C**.

6. As needed, Service Provider will respond to all information requests from the Board and Board staff in a reasonable timeframe.

J. Monitoring and Data Validation

Service Provider agrees to cooperate with all required monitoring and data validation related to the provision of this Scope of Work, including making records available for audits or monitoring.

1. Monitoring

- a. Board Monitoring – Board staff will provide Service Provider at least 30 days' notice of its intent to conduct program monitoring in accordance with Board Policy [700.702 WIOA Program Monitoring](#).

Service Provider and its subrecipients agree to cooperate with this monitoring. Program monitoring. To access and respond to the program monitoring reports, the Service Provider must designate a minimum of 2 Service Provider staff members to obtain secure access to the Workforce Audit Application.

- b. State Monitoring – Board staff will notify Service Provider within one business day of receiving notice of ADES DERS's annual programmatic monitoring visit(s).
- c. Fiscal Monitoring – a Board staff will provide Service Provider at least one days' notice of its intent or the intent of its contractor to conduct fiscal monitoring related to this Scope of Work.

2. Data Validation

Board staff will notify Service Provider within one business day of receiving notice of any ADES DERS quarterly data validation review. Both Parties will comply with Board Policy [900.903 WIOA Data Validation](#).


K. Records Management

Service Provider will retain program files and records in compliance with federal and state WIOA requirements, and Board Policy [100.109 Records Management and Retention](#).

L. Affiliate Sites

Service Provider will comply with the Board's certification process and all applicable regulations, including the American with Disabilities Act (ADA), for any Affiliate Sites it provides.

EXHIBIT B
WIOA Title 1 Adult, Dislocated Worker, and Youth Programs
Intergovernmental Agreement (IGA)
Between
the Arizona Department of Economic Security
and
the City of Phoenix

Intergovernmental Agreement (IGA)	
Agreement No.: DI23-002384	
Description: WIOA Title 1 Adult, Dislocated Worker, and Youth Programs	

Agreement between the Arizona Department of Economic Security ("ADES") and the City of Phoenix ("Subawardee").

WHEREAS ADES is duly authorized to execute and administer contracts under A.R.S § 41-1954 and,

The Subawardee is duly authorized to execute and administer contracts under Section 2 of the Phoenix City Charter and,

ADES and the Subawardee are authorized by A.R.S. § 11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this Agreement.



The term of this Agreement shall begin on July 1, 2023, or date of last signature, and shall end on June 30, 2028, unless otherwise amended.

THEREFORE, ADES and Subawardee (the "Parties") agree to abide by all the terms and conditions set forth in this Agreement.

BY SIGNING THIS FORM ON BEHALF OF A PARTY, THE SIGNATORY CERTIFIES POSSESSING THE AUTHORITY TO BIND THE PARTY TO THIS AGREEMENT.

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY:

FOR AND ON BEHALF OF THE CITY OF PHOENIX



	
Procurement Officer Signature	Signature
David Steuber	Eric Johnson
Printed Name	Printed Name
Chief Procurement Officer	Assistant Economic Development Director
Title	Title
Jul 19, 2023	Jul 13, 2023
Date	Date
ADES Contract Number: DI23-002384	Subawardee's Contract Number (If applicable)

IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: 
Teresa Shreves (Jul 18, 2023 09:41 PDT)
 Assistant Attorney General

Date: Jul 18, 2023

By: 
 Public Agency Legal Counsel 

Date: Jul 13, 2023


 Attest: City Clerk

Date: Jul 17, 2023



Intergovernmental Agreement (IGA)

Agreement No.: DI23-002384

Description: **WIOA Title 1 Adult, Dislocated Worker, and Youth Programs**



1.0 ADES VISION AND MISSION STATEMENTS

1.1 ADES Vision: All Arizonans who qualify receive timely ADES services and achieve their potential.

1.2 ADES Mission: The Arizona Department of Economic Security makes Arizona stronger by helping Arizonans reach their potential through temporary assistance for those in need, and care for the vulnerable.

2.0 PURPOSE OF AGREEMENT

2.1 The purpose of this agreement is to implement the requirements under the Workforce Innovation and Opportunity Act (WIOA) Title I Adult, Dislocated Worker, and Youth programs for the Local Workforce Development Area (LWDA), including activities of the Local Workforce Development Board (LWDB), Chief Elected Official(s)(CEO), and services to eligible Adults, Dislocated Workers, and Youth. These activities and services will be provided in accordance with Federal and State laws and regulations, State policies, and in alignment with the current Arizona Unified Workforce Development Plan.

3.0 PROGRAM ELIGIBILITY

3.1 Program eligibility will be conducted in accordance with the eligibility requirements of the WIOA and federal regulations on each applicant prior to the provision of services. Services shall comply with the WIOA as amended and applicable Federal and State regulations and State policies.

4.0 SERVICE DESCRIPTION

4.1 WIOA provides for a public workforce system that is customer centered with training that is job driven, which is accessible to all job seekers, and employers. The workforce system delivers career and training services through Arizona's 12 Local Workforce Development Areas. WIOA is a Federal program branded "American Job Centers" with a State brand "ARIZONA@WORK". Under WIOA, partner programs and entities that are jointly responsible for workforce and economic development, educational, and other human resource programs, collaborate to create a seamless customer-focused American Job Center network that integrates service delivery across all programs to make it easier for workers to access the services they need to obtain skills and employment.

5.0 RESPONSIBILITIES

5.1 The Subawardee shall:

5.1.1 Implement the required activities of Title I, including the provision of services to eligible Adults, Dislocated Workers, and Youth throughout the designated LWDA. These activities and services will be provided in accordance with Federal and State regulations, State Policies, and the most current LWDB Local Plan.

5.1.2 Ensure oversight and compliance with the WIOA and its regulations, applicable Federal and State Laws, rules and regulations, and State policies and procedures.

5.1.3 Meet all the timelines and criteria set out for the required LWDB and CEO activities described in WIOA Titles I-A and I-B as amended and applicable Federal and State regulations and State policies.

5.1.4 Be held responsible for meeting performance measures. If the Subawardee fails the same performance measure in two consecutive years, the State of Arizona may implement corrective actions as delineated in WIOA sec. 107(c)(2)(c), WIOA sec. 184, 20 CFR §677.220 and 20 CFR §683.720. Failure to meet any of the adjusted levels of performance shall result in sanctions as set out in WIOA sec. 116(g), 20 CFR §677.220, and Training and Employment Guidance Letter TEGL 11-19, change 1. Additionally, the failure to meet any adjusted performance measures may also result in ADES issuing a Demand for

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Assurance, which may require a written corrective action plan be prepared and submitted to ADES from the Subawardee.

- 5.1.5 Complete the requirements stated in the Demand for Assurance, including the corrective action plan, by the timeframe prescribed by ADES. Failure to complete the requirements shall result in the immediate suspension of the Subawardee(s) authority to receive payment under this Agreement. Such authority shall not be reinstated until the Subawardee submits, and ADES approves, a revised corrective action plan, or submits documentation to show that the issues identified in the Demand for Assurance have been satisfactorily addressed.
- 5.1.6 Comply with the approved response to the Demand for Assurance. Failure to comply will result in ADES proceeding with remedies as authorized under this agreement up to and including sanctions.
- 5.1.7 Send a written notice in accordance with the “Notices Section” of this Agreement, if the Subawardee wishes to transfer funds in accordance with the [ADES Policy and Procedure Manual – Workforce Innovation and Opportunity Act](#), section 400.
- 5.1.8 The Subawardee shall ensure compliance with the requirements of WIOA Titles I-A and I-B for LWDA as set out in WIOA §.106 through 116, the corresponding regulations, and State policies, including implementation of the functions of the LWDB and CEO in the LWDA, including but not limited to:
- 5.1.8.1 **Local Governance Provisions**
- 5.1.8.1.1 The CEO is responsible for appointing members of the LWDB, the appointment of the fiscal agent, and the joint functions with the LWDB as described in WIOA §107(c), (d), (h), and 20 CFR 679.310, 679.420, and policies of the Workforce Arizona Council.
- 5.1.8.1.2 The CEO(s) and the LWDB are responsible for implementation of appropriate firewalls within the LWDA between required functions to prevent conflict of interest as described in 2 CFR part 200, 20 CFR §679.320, §679.370, §679.430, and policies of the Workforce Arizona Council.
- 5.1.8.1.3 Post LWDA WIOA Title 1 policies to the LWDA website.
- 5.1.8.2 **Adult, Dislocated Workers and Youth Programs**
- 5.1.8.2.1 The LWDB shall enter into legally binding agreements with entities to:
- Provide WIOA Title I Adult, and Dislocated Worker services, as appropriate, to meet the eligible participant’s needs.
 - Provide WIOA Title I Youth services, as appropriate, to meet the eligible participant’s needs.
- 5.1.8.3 **Rapid Response (RR)**
- 5.1.8.3.1 RR funding may be requested by the LWDA in accordance with the [ADES Policy and Procedure Manual – Workforce Innovation and Opportunity Act](#), Chapter 2 - Section 900.
- 5.1.8.3.2 If the LWDA receives a RR allocation through this subaward, the LWDA will provide RR Services in accordance with TEGL authorizing the allocation.
- 5.1.8.3.3 The expenditures for all Programs will comply with WIOA, 2 CFR 200 and Federal and State regulations and guidelines under the WIOA Title I Federal Allotments.
- 5.1.8.4 **Work Based Learning (WBL)**
- 5.1.8.4.1 The WBL Expansion Funding Opportunity is intended to:
- Support the local area's flexibility in addressing their workforce skill attainment needs while focusing on layoff aversion activities, performance, and positive outcomes for both the workforce and businesses.

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b. Increase WBL programs within the public workforce system, promote system alignment and partnership, and improve data sharing and data integrity.

5.1.8.4.2 For WBL, provide Registered Apprenticeship, Incumbent Worker, On-The-Job Training, and Customized Training in alignment with the funding opportunity.

5.2 ADES will:

5.2.1 Publish and maintain on the Department's website the WIOA Budget Allocations (WIOA-XXX) that lists all the LWDAs funding allocations by program and program year, federal award funding terms, and the Final Expenditure / Cash Report Submission due dates.

5.2.2 Update the WIOA Budget Allocations to reflect any funds approved in accordance with Section 5.1.8.3 Rapid Response.

5.2.3 Send an electronic communication, via email, to WIOAQandA@phoenix.gov, when any modifications to the WIOA Budget Allocations occur.

5.2.4 Maintain an archive of previous WIOA Budget Allocations and provide copies upon request.

6.0 EXTENSION

6.1 This agreement may be extended through a mutual written agreement.

7.0 TERMINATION

7.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.

7.2 Each Party shall have the right to terminate this agreement by written request to the other Party. Written notice of termination shall be received by either party at least thirty (30) days prior to the effective date of said termination.

8.0 AMENDMENTS

8.1 This agreement may be amended only by mutual written amendment. No agent, employee or other representative of either Party is empowered to alter any of the terms of the agreement, unless amended in writing and signed by the authorized representative of the respective Parties.

8.2 Either Party shall give written notice to the other Party of any non-material alteration that affects the provisions of this agreement. Non-material alterations that do not require a written amendment are as follows:

8.2.1 Change of telephone number;

8.2.2 Change in authorized signatory; and/or

8.2.3 Change in the name and/or address of the person to whom notices are to be sent.

9.0 MANNER OF FINANCING

9.1 Funding for WIOA Title I Assistance Listing Number (ALN) #17.258 (Adult), ALN #17.278 (Dislocated Worker), and ALN #17.259 (Youth) is authorized by a U.S. Department of Labor "Notice of Award" for each Program Year identified on the Notice of Award.

9.2 For the Work-Based Learning (WBL) Expansion Funding Opportunity, the Subawardee shall be reimbursed actual expenses on a Fixed Price with Price Adjustment basis within the amount listed on

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the WIOA Budget Allocation website and through the utilization of the customized Itemized Service Budget (ISB) template provided by ADES (Exhibit A).

9.3 **Period of Availability for Expenditure of WIOA Title I Funds**

9.3.1 The Subawardee agrees that pursuant to 20 CFR §683.110, funds allocated by a State to a LWDA under WIOA § 128(b) and § 133(b), for any program year are available for expenditure only during that program year and the succeeding program year. Funds that are not expended by a LWDA in the two-year period described in this section shall be returned to the State. Funds so returned are available for expenditure by State and local recipients and sub recipients only during the third program year of availability. These funds may be used for statewide projects or distributed to other LWDA's which had fully expended their allocation of funds for the same program year within the two-year period.

9.3.2 The period of availability for funds allocated under this agreement is identified on the WIOA Budget Allocation. Reimbursement shall not exceed the allocations identified on the WIOA Budget Allocation website.

9.3.3 All final expenditure reports and cash draw requests for the LWDA formula funds shall be submitted by the date listed on the WIOA Budget Allocation website.

9.4 **Rescission of Funds**

9.4.1 If the federal funding source informs the State that it is rescinding funding from the State and where the State must in turn rescind funding from a Subawardee(s) who hold one or more agreements for services funded under the specified Federal Funding Source, the State may take actions in the following sequence:

9.4.1.1 Rescind the required amount of funds from unexpended funds to the designated previous period(s) of time.

9.4.1.2 Rescind the required amount of funds from unexpended funds to the designated current period(s) of time.

9.4.1.3 Decrease the required amount of funds from funds from a designated future period(s) of time.

10.0 **REPORTING REQUIREMENTS**

10.1 The Subawardee shall provide to ADES a final financial closeout packet by the date listed on the WIOA Budget Allocation website, <https://des.az.gov/WIOATitle1FundsAllocation>

10.2 Unless otherwise provided in this agreement, Subawardee reporting shall adhere to the following schedule: No later than the 30th day following each month in which services were provided during the agreement term, the Subawardee shall submit financial reports to ADES in the form set forth in this section.

10.3 The Subawardee shall submit ETA 9130 Quarterly Report within thirty (30) days after the end of the quarter.

10.4 Failure to submit accurate and complete reports by the 30th day following the end of a month may result, at the option of ADES, in retention of payment. Failure to submit a report within thirty (30) days following the end of a month may result, at the option of ADES, in a forfeiture of such payment.

10.5 The Subawardee shall provide ADES the following reports:

10.5.1 Subawardee Monthly Expenditure and Cash Draw Reports and Detailed Expenditure Breakdown. ADES will only accept submissions that are completed on the customized forms provided by ADES.

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10.5.2 ETA 9130 Quarterly Reports.

10.5.2.1 For the WBL Expansion Funding Opportunity submit, using the Google Form Link, within thirty (30) days after the end of the quarter, the LWDB – WBL Quarterly Performance Report (Exhibit B) (https://docs.google.com/forms/d/e/1FAIpQLScYt-kM38uEbUtTCmtcpCeG_fbgc8kmYFYvwBtwiGThuRZ27g/viewform)

10.5.2.1.1 The following Performance Data shall be included with this report:

- a. Number of unique companies
- b. Type of training (certification, college credit, etc.)
- c. Number of participants
- d. Number of participants completing
- e. Four quarters of wages after training (survey each quarter)
- f. Wage prior to training
- g. Position before training
- h. Position after training
- i. Average cost of training per participant (total cost and per training)
- j. Number of participants receiving a promotion
- k. Number of participants no longer with the company
- l. Reason no longer with the company (layoff, retired, fired, etc.)
- m. Funding amount per participant

10.5.2.1.2 Submit within thirty (30) days after the end of the quarter, the Proposed vs Actual Budget (Exhibit C). ADES will only accept submissions that are completed on the customized forms provided by ADES.

10.5.3 Any other reports requested by the Workforce Arizona Council or ADES.

10.6 All reports and requests for report templates shall be sent to:
WIOAFiscalReports@azdes.gov

11.0 PAYMENT REQUIREMENTS

11.1 Subawardee Monthly Expenditure and Cash Draw Reports and Detailed Expenditure Breakdown shall be submitted by the 30th day of the month following the month services were provided.

12.0 NOTICES

12.1 All notices to the Subawardee regarding this agreement shall be sent to the following address:
City of Phoenix Community and Economic Development
ATTN: LaSetta Hogans – Workforce Administrator, PBWD Board Executive Director
200 W. Washington Street, 20th Floor
Phoenix, Arizona 85003
Lasetta.hogans@phoenix.gov

12.2 All notices to ADES regarding transfer of funds requests shall be sent via email to the following address:
Email: wioaprogram@azdes.gov,

12.3 All other notices to ADES regarding this agreement shall be sent to the following address:

Arizona Department of Economic Security
ATTN: WIOA Fiscal Unit
Mail Drop: 51F1
1789 W. Jefferson Street
Phoenix, AZ 85007

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Phone (602) 542-2474

or

By email to the following address: WIOAFiscalReports@azdes.gov

13.0 DISPOSITION OF PROPERTY

13.1 Transfer/Surplus of Equipment with a Property Value less than \$5,000

Items of equipment with a current per unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency, proceeds from sale may be retained by the Subawardee for use in WIOA programs or allocated in accordance with the terms of LWDA cost sharing agreement. If Subawardee deems property to be worthless, it must provide verifying documentation. Property may not be donated to another agency unless it is worthless. The Equipment Transfer/Surplus Request (J-320) disposition record must be retained for any transaction, in accordance with EA/WIOA Section record retention requirements and WIOA Inventory Equipment Database or other internal inventory system annotated accordingly.

13.2 Calculation of "Fair Market Value"

All property records must be maintained from date of acquisition, through final disposition. The Subawardee and/or service providers must also retain these records for a period of five (5) years from the date of their last expenditure report. If any litigation, claim, negotiation, or audit is started before the expiration of the five (5) year period, all records related to this agreement must be retained until all findings have been resolved and final action taken or until the end of the regular five (5) year period, whichever is later. An appraiser may establish fair market value.

13.3 Property Records Retention

All property records must be maintained from date of acquisition, through final disposition. The Subawardee and/or service providers must also retain these records for a period of five (5) years from the date of their last expenditure report. If any litigation, claim, negotiation, or audit is started before the expiration of the five (5) year period, all records related to this agreement must be retained until all findings have been resolved and final action taken or until the end of the regular five (5) year period, whichever is later.

13.4 Inventory Records

The Subawardee and/or service providers must maintain accurate inventory records of expendable leased/purchased (value \$2,000.00 to \$4,999.99), and non-expendable leased/purchased equipment with value of \$5,000 or more leased/purchased with WIOA funds. Property records must include

- 13.4.1 Asset Number
- 13.4.2 Item Description
- 13.4.3 Manufacturer
- 13.4.4 Serial Number
- 13.4.5 Acquisition Date
- 13.4.6 Physical Location
- 13.4.7 Total Item Cost.

The Subawardee and service providers are required to submit an inventory report for all property leased/purchased with WIOA Title I funds costing more than \$2,000.00 to the WIOA Section, Fiscal Manager by August 1 of each calendar year.

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- 13.5 **Prior Approval Equipment with a Property Value \$5,000 or More**
Before allocating WIOA funds for any non-expendable tangible property purchase (including software purchases) with a “per unit” cost of \$5,000 or more, or total purchase cost that exceeds \$10,000, the Subawardee and/or service provider must complete a “WIOA Pre-Approval of Equipment & Vehicles \$5,000 or More Questionnaire” form. The completed form must be signed by the Subawardee Director or its designee.
- 13.5.1 The signed form must be submitted to the WIOA Section Finance Manager for review and approval determination.
- 13.5.1.1 If approved, the form will be returned to the Subawardee, Director or its Designee. Upon receipt of the approved questionnaire, the Subawardee can proceed to purchase the equipment or property.
- 13.5.1.2 If declined, the WIOA Section Finance Manager will specify the reason for disapproval and return the signed questionnaire form to the Subawardee Director or its Designee. The LWDA may appeal this decision to the WIOA Section Finance Manager.
- 14.0 OTHER MATTERS**
- 14.1 MONITORING**
- 14.1.1 ADES will monitor the Subawardee and /or Subawardee(s) who shall cooperate in the monitoring of services delivered; facilities; records maintained and fiscal practice. The Subawardee must conduct regular oversight and monitoring of its WIOA activities and those of its sub-recipients in accordance with 20 CFR §683.410 and in accordance with the uniform administrative requirements in 29 CFR parts 95 and 97. If monitoring findings stay open beyond a twelve (12) month period or the scheduled monitoring is not able to occur due to lack of response or cancellations by LWDA, the Department may withhold funding until the issue(s) are resolved in line with State rule and/or policy.
- 15.0 ARBITRATION**
- 15.1 The Parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §§ 12-1518(B) and 12-133, except as may be required by other applicable statutes.
- 16.0 AUDIT**
- 16.1 In accordance with A.R.S. § 35-214, the Subawardee shall retain and shall contractually require each subcontractor to retain all data, books and other records (“records”) relating to this agreement for a period of five (5) years after the completion of the agreement except if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, Subawardee shall produce the original of any or all such records.
- 17.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY** If providing direct services to children or vulnerable adults, the following shall apply:
- 17.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this agreement.
- 17.2 ADES partners with Arizona Department of Child Safety to conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
- 17.2.1 Any person who applies for a contract with this State and that person’s employees.
- 17.2.2 All employees of a Subawardee.
- 17.2.3 A Subawardee of a Subawardee and the Subawardee(s) employees; and
- 17.2.4 Prospective employees of the Subawardee or Subawardee at the request of the prospective employer.

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- 17.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 17.4 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.
- 17.5 Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are 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.
- 17.6 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification form if the certification states:
- 17.6.1 The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
- 17.6.2 The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
- 17.7 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
- 17.8 The Subawardee shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Agreement.
- 18.0 COMPLIANCE WITH APPLICABLE LAW**
The materials and services supplied under this agreement shall comply with all applicable Federal, State and local laws, and the Subawardee shall maintain all applicable licenses and permit requirements.
- 19.0 CONFIDENTIALITY**
- 19.1 The Subawardee shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning recipients of WIOA services. To the extent permitted by law, the Subawardee shall release information to ADES and to the Attorney General's Office as required by the terms of this agreement, by law or upon their request.
- 19.2 The Subawardee shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. § 41-161 et. seq. ADES will advise the Subawardee as to applicable policies and procedures ADES has adopted for such compliance.
- 20.0 CONFLICT OF INTEREST**
- 20.1 In accordance with A.R.S. § 38-511, the State may within three (3) years after execution terminate the agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of either party, at any time while the

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agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the agreement with respect to the matter of the agreement.

21.0 DATA SHARING AGREEMENT

21.1 When determined by ADES that sharing of confidential data will occur with the Subawardee, the Subawardee shall complete ADES Data Sharing Request Agreement and submit the completed Agreement to ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Subawardee and each ADES Program sharing confidential data.

22.0 E-VERIFY

22.1 In accordance with A.R.S. § 41-4401, Subawardee warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

23.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

23.1 By entering into the agreement, the Subawardee warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Subawardee shall obtain statements from its subcontractor 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 Subawardee and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

23.2 The State may request verification of compliance for any Subawardee or subcontractor performing work under the agreement. Should the State suspect or find that the Subawardee or any of its subcontractors are not in compliance, the State 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 Subawardee. All costs necessary to verify compliance are the responsibility of the Subawardee.

24.0 FINGERPRINTING

24.1 Subawardee shall comply with, and shall ensure that all of Subawardee's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.

24.2 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, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Agreement. The Subawardee 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 contract performance.

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

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

24.3.2 Except as provided in A.R.S. § 46-141, this Agreement may be cancelled or terminated immediately if a person employed by the Subawardee and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card

24.4 Federally recognized Indian tribes may submit and ADES will accept certifications that state that no personnel who are employed or who will be employed during the term of this Agreement have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 41-1758.03 (as may be amended).

25.0 GOVERNING LAW

This agreement shall be governed and interpreted by the laws of the State of Arizona.

26.0 INDEMNIFICATION:

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, Department of Economic Security is self-insured per A.R.S. 41-621.

In addition, should Subawardee utilize a contractor(s) and subcontractor(s) the indemnification clause between Subawardee and its Subawardee(s) and subcontractor(s) shall include the following:

To the fullest extent permitted by law, SUBCONTRACTOR OR SUBAWARDEE shall defend, indemnify, and hold harmless the Subawardee and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this agreement, and its departments, agencies, boards, commissions, universities, , officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the SUBCONTRACTOR OR SUBAWARDEE or any of the directors, officers, agents, or employees or subcontractors of such SUBCONTRACTOR OR SUBAWARDEE . This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such SUBCONTRACTOR OR SUBAWARDEE to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such SUBCONTRACTOR OR SUBAWARDEE from and against any and all claims. It is agreed that such SUBCONTRACTOR OR SUBAWARDEE will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, SUBCONTRACTOR OR SUBAWARDEE and its subcontractors shall name the

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State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

26.1 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA
None.

26.2 INSURANCE REQUIREMENTS FOR ANY SUBCONTRACTOR OR SUBAWARDEE USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT
(Note: this applies only to SUBCONTRACTOR OR SUBAWARDEE used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or SUBCONTRACTOR OR SUBAWARDEE from liabilities that might arise out of the performance of the work under this Contract by the SUBCONTRACTOR OR SUBAWARDEE, his agents, representatives, employees or subcontractors, and SUBCONTRACTOR OR SUBAWARDEE and the governmental entity are free to purchase additional insurance.

26.3 MINIMUM SCOPE AND LIMITS OF INSURANCE
Contractor shall provide coverage with limits of liability not less than those stated below.

26.3.1 Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

a) The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the SUBCONTRACTOR OR SUBAWARDEE .

b) Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the SUBCONTRACTOR OR SUBAWARDEE .

26.3.2 Business Automobile Liability
Bodily Injury and Property Damage for any owned, hired and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

a) Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the SUBCONTRACTOR OR SUBAWARDEE .

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- b) This requirement shall not apply to each SUBCONTRACTOR OR SUBAWARDEE that is exempt under A.R.S. § 23-901, and when such SUBCONTRACTOR OR SUBAWARDEE executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

26.4 ADDITIONAL INSURANCE REQUIREMENTS

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 26.4.1 The Subawardee's policies, as applicable, shall stipulate that the insurance afforded the Subawardee shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 26.4.2 Insurance provided by the Subawardee shall not limit the Subawardee's liability assumed under the indemnification provisions of this Contract.

26.5 NOTICE OF CANCELLATION

- 26.5.1 Applicable to all insurance policies required within the Insurance Requirements of this Contract, Subawardee's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Subawardee must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to assigned Contract Specialist.

26.6 ACCEPTABILITY OF INSURERS

- 26.6.1 Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Subawardee from potential insurer insolvency.

26.7 VERIFICATION OF COVERAGE

- 26.7.1 Subawardee shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Subawardee has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.
 - a) All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
 - b) Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of Contract.
 - c) All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

26.8 SUBCONTRACTORS

- 26.8.1 Subawardee's certificate(s) shall include all subcontractors as insureds under its policies or Subawardee shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each

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subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Subawardee that its subcontractors have the required coverage.

26.9 APPROVAL AND MODIFICATIONS

26.9.1 The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this Contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

26.10 EXCEPTIONS

26.10.1 In the event the Subawardee or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

27.0 IT 508 COMPLIANCE

27.1 Unless specifically authorized in the agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. §§ 18-131 and §§ 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

28.0 NON-AVAILABILITY OF FUNDS

28.1 In accordance with A.R.S. § 35-154, every payment obligation of the State under the agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this agreement, this agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

29.0 NON-DISCRIMINATION

29.1 The Subawardee shall comply with State Executive Orders No. 2023-09, 2023-01, 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. Subawardee shall include these provisions in contracts with Subcontractors when required by Federal or State law.

30.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

30.1 Due to security and identity protection concerns, direct services under this agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Agreement. This provision applies to work performed by subcontractors at all tiers.

31.0 PRIOR SERVICES

31.1 The Parties agree that if services were performed before the start date of this agreement in compliance with the terms of this IGA, then they will be compensated as if performed under this IGA.

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32.0 RIGHT OF OFFSET

32.1 ADES shall be entitled to offset against any sums due the Subawardee, any expenses or costs incurred by ADES, or damages assessed by ADES concerning the Subawardee's non-conforming performance or failure to perform the agreement. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the ADES shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance."

33.0 SIGNATURES IN COUNTERPART

33.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

34.0 THIRD-PARTY ANTITRUST VIOLATIONS

34.1 The Subawardee assigns to ADES any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Subawardee, toward fulfillment of this agreement.

35.0 ATTACHMENTS

35.1 The following list of attachments constitutes an integral part of this agreement:

35.1.1 None

36.0 EXHIBITS

36.1 Exhibit A – Itemized Service Budget (ISB)

36.2 Exhibit B - LWDB – WBL Quarterly Performance Report

36.3 Exhibit C - Proposed vs Actual Budget

37.0 FEDERALLY REQUIRED PROVISIONS

37.1 CERTIFICATION REGARDING LOBBYING

The Subawardee certifies, to the best of its knowledge and belief that:

37.1.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subawardee, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant. Including the making of any Federal, loan the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

37.1.2 If any funds other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

37.1.3 The Subawardee shall require that the language of this certification be included in the award documents for all sub- awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

37.1.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or

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entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

37.2 **COPELAND “ANTI-KICKBACK” ACT**

As the Subawardee to this agreement, you are expected to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR part 3). This regulation applies to all contracts and sub grants for construction or repair.

37.3 **COPYRIGHTS AND OWNERSHIP OF INTELLECTUAL PROPERTY**

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this agreement and any related subcontract (“Intellectual Property”), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this agreement shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Subawardee shall notify ADES, within thirty (30) days of the creation of any Intellectual Property by it or its Subawardee(s). Subawardee, on behalf of itself and any Subawardee(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative action that might have the effect of vesting all or part of the Intellectual Property in any entity other than ADES. The Subawardee or its sub awardees are not to dispose or distribute any Intellectual Property without the express written authorization of ADES, division, board or commission of the State of Arizona requesting the issuance of this Agreement shall not disclose the Intellectual Property.

37.4 **CLEAN AIR ACT & CLEAN WATER ACT**

As the Subawardee, you must be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C.1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

37.5 **DEBARMENT AND SUSPENSION**

37.5.1 Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

37.5.2 ADES may, by written notice to the Subawardee, immediately terminate this Agreement if ADES determines that the Subawardee has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subawardee of any public procurement unit or other governmental body. If the Subawardee becomes suspended or debarred, the Subawardee shall immediately notify ADES. Subawardees must not make any award or permit any award (sub-recipient or vendor) at any tier to any party (sub-recipient or vendor) which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive order 12549 and 12689.

37.5.3 The Subawardee certifies to the best of its knowledge and belief, that it and its sub-recipients:

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- 37.5.3.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
- 37.5.3.2 Have not within a three-year period preceding this proposal 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;
- 37.5.3.3 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 section 37.5.3.2 of this certification; and
- 37.5.3.4 Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

37.6 DEBT COLLECTION AND AUDIT RESOLUTION

As the Subawardee to this agreement, you must comply with P.L. 113-128 Sections 128, 133, and 184; 20 CFR Part 652, Subpart D, E and G; 20 CFR Part 683 Subparts D, F, G, H; 29 CFR Parts 95, 96, 97, and 99; Uniform Guidance at 2 CFR 200. As the Subawardee to this agreement, you must comply with 2 CFR 200 and all subparts. As the Subawardee to this agreement, you are required to adhere to Federal Acquisition Regulation 97-03 Part 31; ADES Policies 1-47-01 and 1-47-08.

- 37.6.1 Among the required controls specified in 20 CFR 683.750 is the process for collecting debts. 20 CFR 683.410 states it is the responsibility of the Subawardee, sub-grantee, sub-recipient and/or service provider to conduct regular oversight and monitoring of its WIOA activities to determine whether expenditures made against the cost categories are within the cost limitations specified in WIOA laws and regulations. 20 CFR 683.710 states that:

- 37.6.1.1 The Subawardee is responsible for all funds under its grant(s):

- 37.6.1.2 The political jurisdiction(s) of the chief elected official(s) in a Local Workforce Development Area is liable for any misuse of the WIOA grant funds allocated to the local area under WIOA sections 128 and 133, unless the chief elected official(s) reaches an agreement with the Governor to bear such liability. The Arizona Department of Economic Security (ADES) holds all direct recipients (sub awardees) liable for all expenditures of funds.

37.7 ENERGY POLICY AND CONSERVATION ACT

As the Subawardee, you must adhere to the standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

37.8 REVIEW

This agreement shall be reviewed at any time at the written request of either party.

37.9 RIGHT TO ASSURANCE

In addition to Section 5.1.4, the following shall apply:

If ADES in good faith has reason to believe that the Subawardee does not intend to or is unable to perform or continue performing under this Agreement, the Procurement Officer may demand in writing that the Subawardee give a written assurance of intent to perform. Failure by the Subawardee to provide written assurance within the number of "Days" specified in the demand may, at ADES's option

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be the basis for terminating the Agreement under the rights and remedies available by law or provided by this Agreement.

37.10 **SANCTIONS AND CORRECTIVE ACTIONS**

In addition to Sections 5.1.5 and 5.1.6, the following shall apply:

37.10.1 ADES may issue Demand for Assurance notices to the Subawardee for failure to comply with any of the conditions, requirements or clauses contained in this agreement. This Demand for Assurance shall include the citation from the agreement that ADES requires the Subawardee to remedy, the required time frame for a response from the Subawardee, what required documents shall be sent with the response and to whom the response shall be sent. Failure to comply with the requirements set forth in the Demand for Assurance, and any corrective action agreed to by ADES, may result in the actions outlined in Section 37.10.2.1 and 37.10.2.2.

37.10.2 Pursuant to 20 CFR 683.720 and TEGL 11-19, ADES may impose sanctions and corrective actions on recipients and sub recipients of WIOA grant funds as follows:

37.10.2.1 Except for actions under WIOA section 188(a) ADES uses the initial and final determination procedures outlined in 20 CFR 683.440 to impose a sanction or corrective action. To impose a sanction or corrective action for a violation of WIOA section 188(a) ADES will use the procedures set forth in that regulatory part.

37.10.2.2 ADES may impose sanctions or corrective action for noncompliance with the uniform administrative requirements set forth under section 184(b) (1) and 20 CFR 683.700 and 683.720. Sanctions or corrective action will be applied for substantial violations of WIOA statutory and regulatory requirements, if the Governor fails to promptly take the actions specified in WIOA sections 184(b)(1), the Grant Officer may impose such actions directly against the Subawardee. The Grant Officer may also impose a sanction directly against a sub recipient, as authorized in section 184(d) (3) of the Act.

37.11 **STEVEN'S AMENDMENT**

All statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, shall comply with all requirements of Public Law 116-260 Section 505 Division H: SEC. 505. For federal funding disclosure information, please visit the Stevens Amendment DES website.

Exhibit B

LWDB - WBL Quarterly Performance Report

Please use this form to submit your Quarterly LWDB Work-Based Learning (WBL) Performance.

Switch account



The name and photo associated with your Google account will be recorded when you upload files and submit this form. Only the email you enter is part of your response.

* Required

Email *

Your email



Local Area *

- City of Phoenix
- Coconino
- Maricopa
- Mohave/La Paz
- Northeastern
- NTN
- Pima
- Pinal
- Santa Cruz
- Southeastern
- Yavapai

What WBL program successes have you enjoyed this reporting period? *

Your answer

What changes to your original strategies have you implemented? *

Your answer



What roadblocks did you encounter this quarter, and how did you overcome them? To what result? *

Your answer

What roadblocks do you foresee for the next quarter? *

Your answer

What are some of your WBL best practices? *

Your answer

Upload Performance Data Report *

 Add file

A copy of your responses will be emailed to the address you provided.

Submit

Clear form

Never submit passwords through Google Forms.

reCAPTCHA
[Privacy](#) [Terms](#)

This form was created inside of State of Arizona. [Report Abuse](#)

Google Forms



WBL Expansion Funding Opportunity Budget Report (Proposed vs Actual)						
WBL Expansion Funding Budget (Proposed v. Actual) Personnel: FTE, Travel, Equipment						
Quarter	Initial Fund Allocation	Proposed	Actual	Proposed	Actual	Total
FTE						
Travel						
Space						
Equipment						
Supplies						
WBL Expansion Funding Budget (Proposed v. Actual) Costs & Support						
Quarter		Proposed	Actual	Proposed	Actual	Total
Indirect Costs						
Support						
Operating Services						
WBL Expansion Funding Budget (Proposed v. Actual) On-The-Job Training OJT						
Quarter		Proposed	Actual	Proposed	Actual	Total
OJT (tuition)						
OJT (salary)						
WBL Quarterly Budget (Proposed v. Actual) Customized Training						
Quarter		Proposed	Actual	Proposed	Actual	Total
(tuition)						
WBL Quarterly Budget (Proposed v. Actual) Incumbent Worker Training (IWT)						
Quarter		Proposed	Actual	Proposed	Actual	Total
IWT (tuition)						
WBL Quarterly Budget (Proposed v. Actual) Registered Apprenticeship						
Quarter		Proposed	Actual	Proposed	Actual	Total
Registered Apprenticeship (tuition)						
Tools						
Books						
Materials						
Uniform						

Contract Risk Assessment Monitoring (CRAM) Tool

Performance Measures	Risk Level			Points Range
	Low Risk (0pts)	Medium Risk (1pt)	High Risk (2pts)	0=Low Risk 1=Medium Risk 2=High Risk
Employed, in education, or in Occupation Skills Training 2 nd quarter after exit				0
Employed, in education, or in Occupation Skills Training 4 th quarter after exit				0
Median Earnings				0
Credential Attainment				0
Measurable Skill Gains				0
Total Served (Negotiated in Contract)				0
New Served (Fraction of Total Served)				0

TOTAL POINTS 0

Risk Level	Risk Score
Low Risk	1-9
Medium Risk	10-8
High Risk	>19