

MEMORANDUM OF UNDERSTANDING

For the Provision of Services under the Workforce Investment Act
for the Pima County Local Workforce Investment Area (LWIA) in the State of Arizona.

This Memorandum of Understanding (MOU), made on the 1st day of July 2014, is an operational agreement entered into by the **Pima County Workforce Investment Board (WIB)** and the **Workforce Partner Organizations (Partners)** listed in Section III.

WITNESSETH:

WHEREAS, the United States Congress established the **Workforce Investment Act (WIA)** (Public Law 105-220), which was signed into law August 7, 1998; and

WHEREAS, the WIA charged the State of Arizona with the establishment of Local Workforce Investment Areas (LWIA); and

WHEREAS, the Chief Elected Official represents the Pima County LWIA, which is the Pima County Workforce Area; and

WHEREAS, the Pima County Workforce Area has been designated as a LWIA of the Arizona Workforce Connection; and

WHEREAS, the Pima County Board of Supervisors appoints a Workforce Investment Board (WIB) consistent with WIA requirements; and

WHEREAS, the WIB and Chief Elected Official oversee the implementation and administration of WIA Title IB funds within the area.

NOW THEREFORE, it is mutually agreed:

I. Purpose of Agreement:

This Memorandum of Understanding provides a framework for the delivery of comprehensive workforce development services to job seekers and employers in Pima County consistent with the WIB's Vision and Mission.

Vision

Quality Jobs; Qualified Workers.

Mission

To strengthen the economy of Pima County by providing a qualified workforce through the One-Stop System.

Guiding Principles

The **Pima County WIB** will:

- Operate an innovative, adaptive, and customer driven organization through continuous improvement.
- Provide services to job seekers based upon individual needs and choices.
- Provide services to businesses based on their hiring and training needs.
- Provide services that are competitive and valued.
- Focus on outcomes that are measurable and results oriented.
- Respond to changing labor market conditions, customer profiles, and program regulations.
- Be fiscally responsible and accountable.
- Value our employees and their contributions to this organization.

- Provide a respectful, safe, and caring environment for internal and external customers.
- Develop/maintain working partnerships with other community and state organizations.

II. Duration of Agreement

This MOU will commence on July 1, 2014 and shall remain in effect until **June 30, 2016**. Unless the local WIB determines otherwise, this Agreement will automatically renew for additional one-year increments, beginning **July 1, 2016**.

III. MOU Amendments

This MOU may be amended by agreement of all Partners.

IV. Workforce Partners are Parties to this Agreement

Mandated Partners are entities designated by Section 121 of the WIA of 1998 and by CFR§662.200 or successor legislation to WIA. Additional Partners to this Agreement may be so designated by the local WIB.

A. Mandated Workforce Partners: Representing:

Fred G. Acosta Job Corps Center	Job Corps Programs
Pima County Community College District	Postsecondary Vocational Ed. Activities of the Carl Perkins Vocational & Applied Technology Act
	WIA Title II Adult Education & Literacy Programs
Pima County Community Services Employment and Training	Community Services Block Grant Employment & Training Activities
	Department of Housing & Urban Development Employment & Training Activities
	Senior Community Service Employment Activities of Title V of the Older Americans Act of 1965
	WIA Title I Adults and/or Dislocated Workers Programs
	WIA Title I Youth Programs
Project PPEP	WIA Title I, Section 167 Migrant & Seasonal Farm Worker Programs
The State of Arizona Department of Economic Security	Rehabilitation Act Programs
	Trade Adjustment Assistance & NAFTA Transitional Adjustment Assistance Activities of Title II of the Trade Act of 1974
	Veterans Employment Representative and Disabled Veterans Outreach Activities authorized by Chapter 41, Title 38, United States Code
	Wagner Peyser Act Programs
	State Unemployment Compensation Activities
Tucson Indian Center	WIA Title I Native American Programs

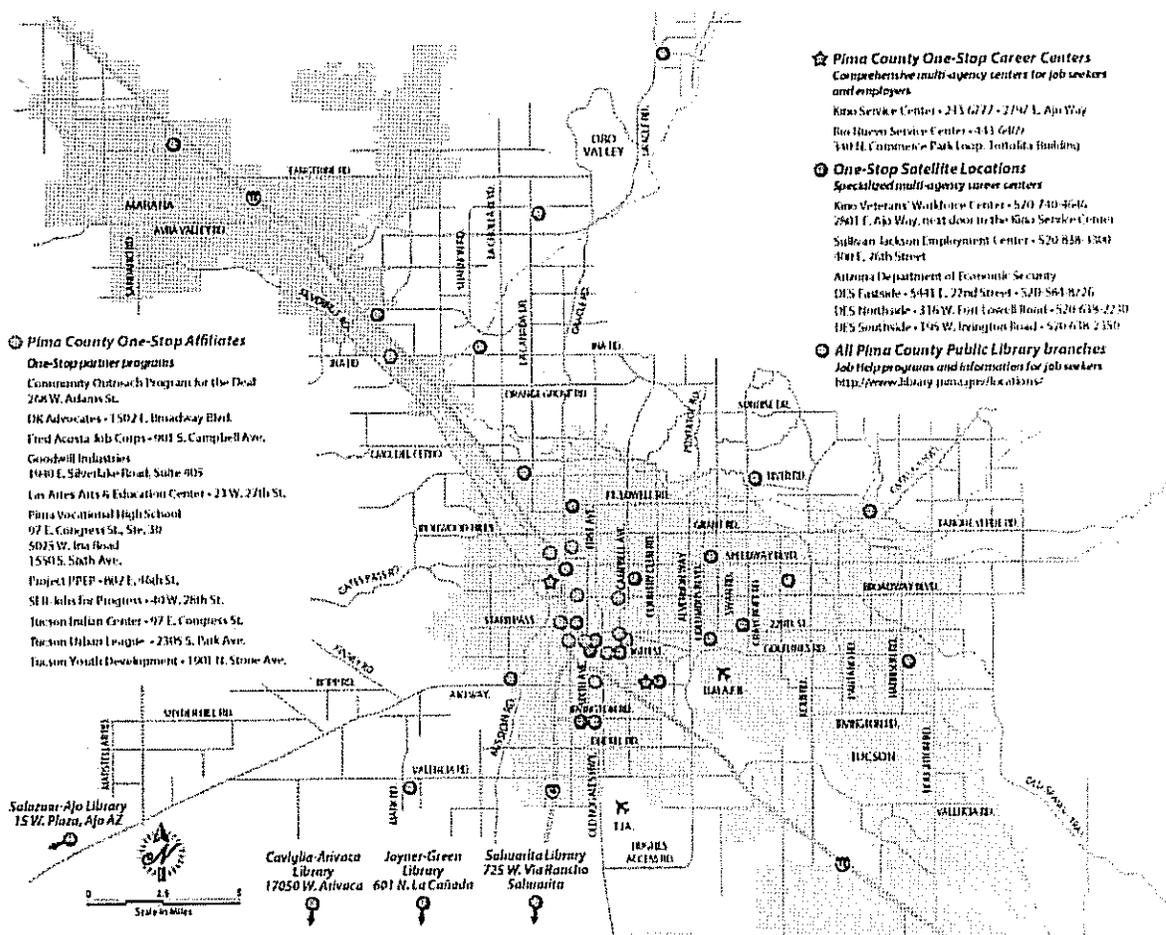
Other Workforce Collaborators

Any organization that is involved in workforce activities may apply to the Partners to collaborate for the benefits of the workforce and employers by completing the spreadsheets in Appendix A under a cover letter.

The Partners recognize that agencies preparing a grant application may approach one, some, or all Partners to collaborate on their grant application. These agencies should be prepared to show how they will comply with

- o Applicable rules for fingerprinting and background checks;
- o Eligibility determination documentation requirements;
- o Coordinate employer outreach with the Partner employer activities; and
- o Provide resources for clients and employers.

V. Workforce System and Services



Workforce services are provided through a network of Partner organizations and service providers. The Pima County One-Stop System was established prior to the establishment of the Workforce Investment Act. Pursuant to the Workforce Investment Act and State of Arizona One-Stop Delivery System Policy B. 3. D., the Partners, including WIA Title IB, Wagner-Peyser, and SCSEP, reaffirm that Pima County’s Community Services Employment and Training Department is the One-Stop operator and as such, coordinates activities at the comprehensive One-Stops and works with various Partners on activities at affiliate and satellite sites.

The local area has Comprehensive One-Stop Career Centers located at:

Kino One-Stop Career Center

(includes Kino Veterans’ Workforce Center, 2801 E. Ajo Way)
2797 E. Ajo Way
Tucson, AZ 85713

Rio Nuevo One-Stop Career Center

340 N. Commerce Park Loop
Tucson, AZ 85745

In order to minimize the distance customers must travel to receive services, Affiliate One-Stop Career Centers or itinerant staff services reduce the customer commute in remote locations. These Affiliate Centers are located at:

Sullivan Jackson Employment Center

400 E. 26th Street
Tucson, AZ 85713

Arizona Department of Economic Security

195 W. Irvington Road
Tucson, AZ 85714

Arizona Department of Economic Security

5441 E. 22nd Street
Tucson, AZ 85711

Arizona Department of Economic Security

316 W. Ft. Lowell Road
Tucson, AZ 85705

Other Access Points

All public library branches, Job Corps, Tucson Indian Center, Project PPEP, Tucson Urban League, Goodwill Industries, Service Employment & Redevelopment (SER) - Jobs for Progress, Tucson Youth Development, Inc., Community Outreach Program for the Deaf, and DK Advocates, Inc.

The Workforce Partners have designed a collaborative approach to the provision of a wide array of services to customers, both within the One-Stop Career Centers and through the use of referrals. Each Workforce Partner provides those services (either directly or by referral) listed in the chart in Appendix A.

Within the One-Stop Career Centers, customers may avail themselves of self-directed services or be assisted by staff. The Partners agree to cross training to ensure that this delivery of services is seamless. To enhance this seamless service delivery, each Partner agrees that certain preliminary services may be provided by the staff of any Partner agency upon completion of the cross training. These preliminary services are listed on the signature pages that follow and consist of initial services defined by each of the Partner organizations.

VI. Cross-Training

MOU Partners will hold strategic meetings and set up a regular communication protocol between each other to clearly define the duties of staff under each Partner. Meetings will be held at different Partner locations to provide staff with opportunities to visit other Partners’ sites.

Separate meetings will be scheduled for Mandated Partners to meet with Business Teams.

Partners will obtain feedback from each Partner's referral point of contact about the need for ongoing and future training topics. In doing so, the Partners will be guided by these overall principles for cross-training:

- Developing a conceptual framework and educating Partner staff about each organizations' mission and goals;
- Providing a structure to deliver consistent staff development training;
- Involving Partners in sharing training development;
- Assessing pre-existing capacities of Partner staff and identifying areas that require additional training; and
- Monitoring feedback of training and setting up systems for improvement.

Each Partner will provide additional cross-training of staff and periodic updates. Training will also be used to help staff understand basic eligibilities for each program, with the long-term goal of empowering line staff to co-enroll between programs, as currently occurs between the WIA Dislocated Worker Program and the Trade Adjustment Assistance Program.

The MOU Partners will share visual documents that show eligibilities and share data.

The retreat will provide opportunity for Partners to conduct joint planning, set mutual goals and share resources.

VII. Referral Process

All customers receiving services either within a One-Stop Career Center or at any of the Partner organizations will have access to the full array of workforce development services. The parties have agreed to use referrals between Partners following the processes listed in the paragraph below. Referrals within the Workforce system are based on customer request or choice.

A referral in written form, produced using any type of technology will include the following elements:

- A point of contact will be designated by each Partner for referrals. Personalized referral protocols will be facilitated for new staff.
- The customer will be given information about a Partner or other organization and its services, eligibility information, name, address, and hours of operation.
- To the extent possible and as requested, staff will assist the customer to make an appointment.
- Staff will follow up with the customer or Partner organization to become aware of the results of the referral and utilize the services of the Partner in managing services with the customer.
- The Partners agree to co-enroll the customer in multiple programs whenever appropriate and as eligibility and other program regulations allow.

Target populations will be provided appropriate Priority Services as applicable to include but not limited to:

- Unemployed, long-term unemployed or under employed.
- Dislocated workers.
- Low-income.
- Migrant and Seasonal Farm Workers.
- Veterans.
- Reemployment Assistance (REA).

- Individuals with limited English proficiency.
- Homeless individuals.
- Ex-offenders.
- Older workers.
- Individuals training for non-traditional employment.
- Individuals with multiple challenges to employment.
- Individuals with disabilities.

VIII. Data Access

Records of common clients who receive services funded through Wagner-Peyser, Title IB or other USDOL-funded employment programs, who also receive services from a Partner program, will be maintained in the State Management Information System.

Partners who wish to obtain access to the designated State Management Information System may do so under the terms and conditions of this MOU if the following conditions are met:

1. The Partner is responsible for all costs associated with data access (e.g., hardware and software, phone lines, monthly connection charges, fees for usage).
2. The Partner agrees to adhere to state and local policies governing confidentiality, data usage, and standards for data entry.
3. Each Partner staff member who requires access will follow the security access procedures established by the Department of Economic Security and sign the appropriate data access forms prior to receiving access.

IX. Confidentiality

Each party to this Agreement warrants that it will comply with the provisions of the WIA and other applicable federal and state laws and regulations including but not limited to those relating to confidentiality of customer records.

Each party agrees to use and honor a **client release form** as a means for exchanging information about each client. This form will remain private and confidential in the files of the agency serving the client. Each party will complete a checklist (Appendix X) for coordinating referrals and sharing confidential information.

X. Funding

The parties agree to provide funding for the shared costs of the partnership in accordance with the **Resource Sharing Agreement**. The Resource Sharing Agreement is incorporated into this MOU in Addendum A.

The Partners assume full responsibility for their respective costs associated with their performance of the terms of this MOU. In no event, except as may be provided in a Supplemental Agreement, shall any partner be obligated to pay or reimburse any expense incurred by another partner arising from activities under this MOU for which the latter was specifically funded by the federal government.

It is expressly understood that this MOU does not constitute a financial commitment, but rather intent to commit specific resources in the future as the partners' allocations and budgets are known and as the Workforce delivery system evolves. The contributions of each Partner are intended to be in proportion to the contributions of the other Partners. To the extent that the resources contributed become disproportionate, the parties agree to revisit and revise the Resource Sharing Agreement annually.

XI. Resource Sharing Agreement

Purpose

This Resource Sharing Agreement provides the shared funding arrangements for partners participating in the Pima County One-Stop System Memorandum of Understanding (MOU). The parties of this agreement and the term of this agreement are part of the MOU. The MOU is designed to optimize the use of federal workforce funds allocated to the partners for use in serving workers and employers in Pima County.

Definitions

A partner is identified in the MOU as having federally funded resources available for development of the local workforce.

Resources are federal workforce funds awarded to the partner for which it is responsible for compliance with rules and regulations regarding activities, performance, and accountability for funds.

A host is a Partner's site that may provide space to other partners for the purpose of workforce development.

A guest is a Partner who works at another Partner's site on workforce development activities.

Shared Resources

Each Partner will work with all other Partners on the coordination of resources in order to effectively use local workforce funds for the benefit of job seekers and employers.

Resources that are to be shared include:

- Workforce services for job seekers and employees
- Solutions to workforce issues
- Business service activities for employers
- Training and education services for job seekers and employees
- Knowledge of local labor market dynamics
- Tracking systems for participant activity and employer orders

Partners recognize that their shareable resources include staff who are funded by a program they receive federal funds for, as well as space and related costs. Partners also recognize the importance of hosting guest staff from other Partners. Given the complexity inherent in each Partner's financial system, the Partners recognize that it not cost-effective to track and transfer relatively insignificant amounts of funding for guest staff. The "host" site shall fund space costs for "guest" staff either as an allowable expense under their grant due to co-enrolled clients, or through other funds.

Examples of current or past Partner hosting situations:

- WIA funded staff housed at DES Employment Service offices.
- 12 hours a week of Adult Education funded instruction at each of the two Comprehensive One-Stops.
- Itinerant Job Corps recruitment staff at a Comprehensive One-Stop.
- Employment Services staff at the Comprehensive One-Stops to provide core services.
- Veterans staff at the Comprehensive One-Stops and the Veteran's Center.
- Trade Adjustment Assistance staff at a Comprehensive One-Stop.

Methods of sharing:

- Participation in WIB meetings and WIB committees
- Referrals

- Cross-Training
- Co-location
- Co-enrollment
- Reporting

In order to provide accountability to the community, the Partners shall provide a quarterly summary of results and expenses to the Workforce Investment Board.

XII. General Terms & Conditions

Entire Understanding: This Agreement sets forth the full and complete understanding of the parties, as of the date hereof, and relating to the subject matter hereof. It supersedes any and all other agreements, oral or written, made or dated prior thereto.

Modification: This MOU may be modified, revised, or amended by mutual written consent of all the signatory parties based on legislative and system design changes, the addition or loss of parties to the Agreement, WIB direction, or other reasons as agreed to by the parties. The modification will be effective upon the issuance of a written amendment, signed and dated by the parties.

Update of Partner Services: Partners may update the services they provide under this MOU based upon changes in funding, legislation, or system design. Without modifying the entire MOU, a Partner may bring up to date and sign a modification to its service matrix, which is included as its MOU signature page.

Disputes: If disputes arise related to the terms of this MOU, the parties agree to first attempt to come to agreement among themselves. If dispute resolution fails, the parties agree that a decision of the Governor's Council on Workforce Policy Executive Committee will be final. When state and federal laws and regulations are applicable, the grieving parties agree to the decision of the state or federal agency with jurisdiction over the dispute.

Termination: Any Partner to this MOU may withdraw from the Agreement with 30 days prior written notice, showing reasons, to all other parties to the Agreement. Any mandated Partner to this MOU who wishes to withdraw from this Agreement may do so only after making a good faith effort to negotiate with local Partners, the state, and federal agencies and must otherwise meet the requirements of 662.310 b. In such case, termination by one or more of the parties does not alter the terms or obligations of any other party to the Agreement. Pursuant to 662.310 c, if after negotiation the Partner fails to execute this agreement, the Partner shall be removed from the WIB.

Supplemental Agreements to MOU: The Partners understand and agree that all of the terms and conditions of this MOU are binding upon any subsequent Supplemental Agreement between the Partners. The Partners further agree that such Supplemental Agreements (for example, Partner updates as referenced above) shall be in furtherance of and complementary to this Agreement. Copies of any such Supplemental Agreements shall be provided to all other Partners.

Assignments: If a party to this Agreement assigns any or all duties and responsibilities under this MOU to another entity, the assignor shall require the assignee to abide by the terms of the Agreement if they are applicable to that assignee's new duties and responsibilities under the assignment.

Indemnification: Each party (as "Indemnitor") agrees to indemnify, defend, 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.

Compliance with Laws: Each Party shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement and any disputes hereunder. Any action relating to this Agreement shall be brought in an Arizona court in Pima County. Any changes in the governing laws, rules and regulations during the terms of this Agreement shall apply but do not require an amendment.

Non Discrimination: Partners shall not discriminate against any Partner employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out the College's duties pursuant to this Agreement. Each Partner shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this Agreement by reference, as if set forth in full herein.

Americans with Disabilities Act: Each Partner shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

Conflict of Interest: This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

Legal Authority: Neither party warrants to the other its legal authority to enter into this Agreement. If a court, at the request of a third person, should declare that either party lacks authority to enter into this Agreement, or any part of it, then the Agreement, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

Workers Compensation: Each party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

No Joint Venture: It is not intended by this Intergovernmental Agreement to, and nothing contained in this Intergovernmental Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between either party and the other party's employees. Neither party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

No Third Party Beneficiaries: Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

Insurance: Unless Partner is a political subdivision with a self-insurance program acceptable to the County, Partner shall obtain and maintain at its own expense, during the term of this MOU, the following type(s) and amounts of insurance:

- i) Commercial General Liability in the amount of \$2,000,000 combined, single limit Bodily Injury and Property Damage. The policy shall be endorsed to include Pima County as an additional insured for claims related to Contractor's work.
- ii) Comprehensive Automobile Liability - \$1,000,000 Combined single limit, or \$1,000,000 bodily injury and \$1,000,000 property damage.
- iii) If this Agreement involves professional services, professional liability insurance in the amount of \$1,000,000.00.
- iv) Workers' compensation and employers' liability insurance if required by law.

Prior to performing any work or receiving any payment pursuant to this MOU, Pima County Community Services Department must have current Certificates of Insurance. All Certificates of Insurance must provide for a guaranteed thirty days written notice of cancellation, non-renewal or material change.

Fingerprints: Each Party shall comply with applicable provisions of A.R.S. § 46-141, which are hereby incorporated as provisions of this Agreement to the extent such provisions are applicable due to statute, case law, County Agreement or other legal authority.

Central Registry

- 48.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY - If providing direct services to children or vulnerable adults, the following shall apply;
- 48.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
 - 48.2 Background checks through the Central Registry shall be conducted for each Contractor employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients.
 - 48.3 Within thirty (30) days of contract award, the Contractor shall submit the "Request for Search of Central Registry for Employment" for each employee and subcontract employee providing direct services to children or vulnerable adults.
 - 48.4 At least sixty (60) days prior to the Contract End Date, the Contractor shall submit the "Request for Search of Central Registry for Employment" for each employee and subcontract employee providing direct services to children or vulnerable adults.
 - 48.5 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

Entire Agreement: This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous Agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement shall not be modified, amended, altered or extended except through a written amendment signed by the parties and recorded with the Pima County Recorder or Arizona Secretary of the State as appropriate.

XIII. Signatures of MOU Partners

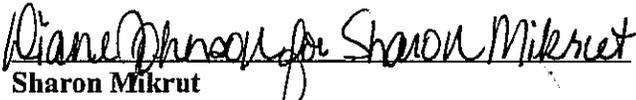
The undersigned Partners bind themselves to the faithful performance of this Agreement. It is mutually understood that this Agreement shall not become effective until approved by all Partners involved.



Peggy Feenan
Arizona Department of Economic Security

4-24-14

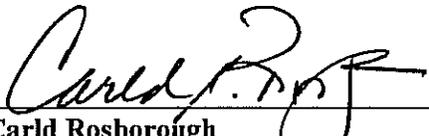
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Sharon Mikrut
Arizona Department of Economic Security

4-24-14

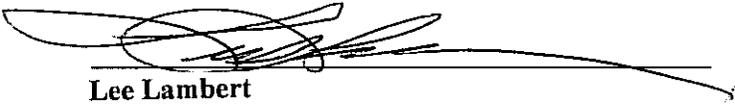
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Carl Rosborough
Fred G. Acosta Job Corps Center

5/2/14

Date



Lee Lambert
Pima Community College

5/5/14

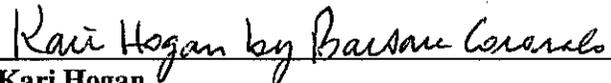
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Arthur Eckstrom
Pima County Community Services,
Employment and Training/One-Stop

4-28-14

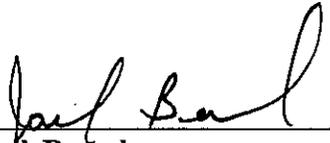
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Kari Hogan
Portable, Practical Educational Preparation

4/28/14

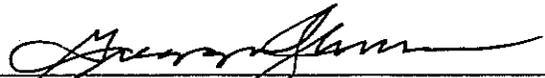
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Jacob Bernal
Tucson Indian Center

4/30/14

Date



Gregg Johnson, Chair
Pima County Local Workforce Investment Board

4-24-14

Date