

One-Stop System

Memorandum of Understanding With the

Arizona@Work-Southeastern Arizona Local Workforce Development Board

I. PURPOSE OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter “MOU”) is to define the roles, responsibilities, and expectations to each Partner as mutually agreed by the parties for the operation of the Arizona @ Work Southeastern Arizona Local Workforce Development One-Stop Service delivery system in Cochise, Graham and Greenlee counties as required in the Workforce Innovation and Opportunity Act (WIOA).

- A. WIOA Section 121(c)(1) and §678.500(a) requires that the Local Workforce Development Board (LWDB), with the agreement of the chief elected official, shall develop and enter into a memorandum of understanding (between the local board and the one-stop Partners), with the agencies that serve as Partners in the Arizona@Work-Southeastern Arizona One-Stop Delivery System that is operated in Cochise, Graham and Greenlee counties.
- B. WIOA Section 121(b)(1)(A)(iii) and §678.420(c) mandates all required Partners in a local area to enter into a memorandum of understanding with the LWDB, relating the operation of the One-Stop system in the respective area pursuant to WIOA Section 121(c) and §678.500(d).
- C. WIOA Section 121(b)(2) and §678.410(a) describes how entities that provide programs other than those required under WIOA Section 121(b)(1)(B) may participate in a local area – Arizona@Work-Southeastern Arizona One-Stop Delivery System as “**additional Partners**” and carry out workforce development services available under their program through the Arizona@Work-Southeastern Arizona One-Stop Delivery System.
- D. Per WIOA Section 121(b)(2)(A) both required and additional Partners are included as parties to the Memorandum of Understanding. Therefore, all entities that participate in Arizona@Work-Southeastern Arizona One-Stop Delivery System as Partners, whether required or additional, must be parties to this MOU and must abide by the terms prescribed herein and by all applicable federal, state, and local rules, plans, and policies as applicable and authorized under the WIOA law and federal guidelines.
- E. WIOA Section 121(b)(1) identifies the federal programs and requires that the services and activities under each of those programs must be made available through each local area – Arizona@Work-Southeastern Arizona One-Stop Delivery System. The entities that receive the federal funds for each of these programs and/or have the responsibility to administer the respective programs in the area are required Partners under WIOA Section 121(b)(1)(B).

- F. WIOA Section 121(b)(1)(A)(iv) and §678.420(d) indicate that the requirements of each Partner's authorizing legislation continue to apply under the Arizona@Work-Southeastern Arizona One-Stop Delivery System and that participation in the Arizona@Work- Southeastern Arizona One-Stop Delivery System is in addition to other requirements applicable to each Partner's program under each authorizing law.
- G. The Department of Labor (DOL) is the Federal agency accountable for the administration of the workforce development programs.
- H. The DOL identifies the Arizona @ Work Southeastern Arizona Local Workforce Development Board as the entity accountable for the administration and management of workforce development and employment-related programs in Southeastern Arizona.

II. MOU PARTNERS

Per Section 121(b)(1) of the Workforce Innovation and Opportunity Act and §678.400 the following entities are required Partners in the One-Stop Delivery System:

- A. Title I Programs: Adult, Dislocated Worker, and Youth
- B. Title II: Adult Education and Literacy
- C. Title III: Wagner-Peyser Programs and Veterans Program
- D. Title IV: Vocational Rehabilitation

The designated operator for the Arizona@Work- Southeastern Arizona Local Workforce Development Board is:

- A. Arizona@Work-Southeastern Arizona

III. PURPOSE OF THE AGREEMENT

The Workforce Innovation and Opportunity Act of 2014 (WIOA) is an affirmation of the work that has been done in Southeastern Arizona to build the workforce development system. The foundation of the act is its One-Stop Customer Service Delivery System. The One-Stop Customer Service Delivery System brings together workforce development, educational, and other human resource services in a seamless customer-focused service delivery network that enhances access to the programs' services and improves long-term employment outcomes for individuals receiving assistance. One-Stop Partners administer separately funded programs as a set of integrated streamlined services to customers.

The One-Stop Delivery System assures coordination between the activities authorized in the WIOA.

The purpose of this Memorandum of Understanding (MOU) is to describe the cooperative workforce training, employment, and economic development efforts of Arizona@Work-Southeastern Arizona and their Partners and the actions to be taken by each to assure the coordination of their efforts in accordance with the State issued requirements in order to establish and maintain an effective and successful “One-Stop” Delivery System.

This agreement is intended to coordinate resources, prevent duplication of effort, and ensure the effective and efficient delivery of workforce services in Southeastern Arizona. In addition, this agreement will establish joint processes and procedures that will enable the Partners to integrate with the current One-Stop Service Delivery System. This will result in a seamless and comprehensive array of education, job training, and other workforce development services to person with barriers and disabilities within Southeastern Arizona.

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties’ respective programs, services, and agencies.

The Arizona@Work Southeastern Arizona Local Workforce Development Board enters into this agreement to ensure that the principles outlined in this MOU are consistent with the Arizona Workforce Development Plan 2016-2020 and State Administrative Policies.

A. Agreement Period

WIOA Section 121(c)(2)(A)(v) and §678.500(5) and §678.500(6) requires that the MOU indicates the duration of the agreement, amending procedures, and assurance that the memorandum will be reviewed.

This MOU will commence on July 1, 2017 and shall remain in effect until June 30, 2020.

The Partners agree to review this Memorandum of Understanding every three years to ensure appropriate funding and delivery of services. Modifications will be made as deemed necessary and as agreed upon by the Partners.

The Partners understand that integration to the One-Stop Delivery System is dependent on everyone’s good faith integration efforts to improve and provide seamless services to the community. In the event that it becomes necessary for any of the Partners to cease being a party to this MOU, the said Partner shall notify the other parties, in writing, ninety (90) days in advance of that intention. The other Partners shall then determine how to replace or offset the loss of participation and resources to the One-Stop Customer Service Delivery System and its clients. Termination by one of the Partners to this MOU does not alter the terms or obligations of the other Partners to this MOU.

B. Amendment

1. This MOU may be amended upon mutual agreement of the parties if it is not consistent with federal, state, or local laws, regulations, rules, plans, or policies or for one or more of the following reasons:

a. The addition or removal of a Partner from this MOU.

- b. Removal or addition of program responsibilities for any Partner that administers more than one federal program.
 - c. An extension of the effective ending date of the Agreement Period.
 - d. A change in the Arizona@Work-Southeastern Arizona Operator or Fiscal Agent or a change in the physical location.
 - e. A change in the services, referral method, and service delivery methods currently utilized, methods to allocate costs, or methods to determine fair share.
2. All parties agree that amendments for the reasons listed in part A of Section 3 of Amendment need only be signed by authorized representatives of the LWDB, the Local Board Director, and the affected Partners(s). Amendments for the reasons listed in all other paragraphs of this section or for any changes that will affect the responsibilities of all parties, require the signatures of all parties. All amendments will involve the following process;
- a. The party seeking an amendment will submit a written request to the LWDB that includes:
 - i. The requesting party's name
 - ii. The reason(s) for the amendment request
 - iii. Each section of this MOU that will require revision
 - iv. The desired date for the amendment to be effective
 - v. The signature of the requesting party's authorized representative
 - b. If the request is approved, the LWDB will notify the remaining parties of the intent to amend and will provide each remaining party thirty (30) days from the date of the notice (unless another timeframe is specified in the notice) to review the anticipated changes and to submit a response to LWDB. Failure by a party to respond within the prescribed timeframe will be deemed as that party's approval of the proposed changes.
 - c. In the Event that a remaining party has questions and/or concerns regarding the proposed amendment, the party must list its questions and/or concerns in writing and submit the list to LWDB within the specified timeframe.
 - d. LWDB will review the listed questions/concerns and will issue a response within fifteen (15) days of the receipt of the list. If the LWDB deems it necessary, the listed questions/concerns will be sent to all other parties and/or a meeting with all parties will be scheduled to discuss the proposed changes and to achieve consensus on a final amendment draft.
 - e. The final approved amendment draft will be signed by authorized representatives of the affected Partner then submitted to LWDB for the final signature.

- f. LWDB will distribute copies of the fully executed amendment to all parties and to the Local Director as the MOU oversight agency upon execution.
3. This writing constitutes to the entire agreement among the parties with respect to each party's role and responsibility in the One-Stop Delivery System. All parties agree that any amendment to any applicable laws or regulations cited herein will result in the correlative modification of this MOU without necessitating a formal, written amendment.
4. All parties agree to communicate details of the amendments to their respective staff members whose responsibilities may be impacted by changes and further agree to ensure that their respective staff members are referencing or utilizing the most current version of the MOU.
5. Amendments that will require the signature of all parties must be executed no later than ninety (90) days **prior to the end** of the MOU period and amendments that require only the signature of the LWDB, the Local Director, and the affected parties must be executed no later than 45 days from the end of the current Fiscal Year.

IV. SHARING VISION AND GOALS

The Workforce Innovation and Opportunity Act of 2014 (WIOA) stipulates that each required Partner will work collaboratively to provide a higher level of service quality through the delivery of education and workforce services in a "shared services model".

The required Partners are:

- A. Title I Programs: Adult, Dislocated Worker, and Youth
- B. Title II: Adult Education and Literacy
- C. Title III: Wagner-Peyser Programs and Veterans Program
- D. Title IV: Vocational Rehabilitation

This approach will foster system partnerships that build and sustain a shared vision and strategy that promotes seamless delivery of services that benefit the Southeastern Arizona communities. This improved framework will enhance the development of a more informed, educated, and skilled workforce and the development of effective career pathway systems.

- A. In order to achieve this vision, the Arizona@Work- Southeastern Arizona Local Workforce Development Board will engage local businesses to gain a better understanding of business needs and enlist their assistance in developing an integrated education and workforce system that supports the development of career pathways.

This “**shared services model**” of collaboration will make additional resources available among Partners and ensure that well-connected and transparent arrays of services are provided to Southeastern Arizona residents. The Core Partners will work to:

1. Provide meaningful access of “**career services**” to all customers,
2. Meet the needs of job seekers and businesses who engage with the public workforce system
3. Adapt the services and resources throughout the network to meet the needs of an evolving economic climate
4. Strengthen awareness of network services and resources to all Southeastern Arizona workforce Partners by supporting system alignment and continuous improvement efforts
5. Design career pathway systems across Partners aligned with business demand to facilitate a “**seamless progression**” from one pathway to another
6. Help customers improve foundational and more advanced skills resulting in successful transition to postsecondary education and training for individuals with barriers to employment
7. Assist low-income individuals to achieve economic self-sufficiency through support services, labor market driven credentialing, and employment
8. Serve more customers effectively and improve customer service through cross-program referrals and the implementation of seamless, integrated service delivery strategies
9. Empower individuals through access to information on programs, services, and outcomes available through the One-Stop Customer Service Delivery System
10. Support Partner programs in achieving success with the performance indicators and assure accountability of performance and customer satisfaction
11. Work in unison toward common goals and objectives of the One-Stop Customer Service Delivery System
12. Practice honest and open communication, and promote easy access to information
13. Create meaningful linkages between workforce stakeholders by providing aligned, integrated, and seamless services to customers that will assist them reach their goal
14. Provide training to One-Stop Customer Service Delivery System staff to strengthen business relationships, increase knowledge of labor market relevance, employer needs,

job seeker needs, disability awareness and identifying the client's functional limitations and types of accommodations needed

15. Strive to create deep and enduring relationships with customers by discovering their needs and delivering the most relevant services
 16. The Core Partners will apply their knowledge and talent through diverse collaborative models to benefit the residents of Southeastern Arizona
 17. Design and implement cross-training initiatives for the One-Stop Customer Service Delivery System and Partners' staff
 18. Share best practices with Core Partners on strategies that benefit customers
- B. The purpose of the integrative system envisioned by the WIOA is to better align the workforce system with education and economic development in an effort to create a collective response to economic and labor market challenges at the local level.

The goal of the integrative system envisioned by the WIOA is to improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet skills requirements of employers, and enhance the productivity and quality of life of the residents of Southeastern Arizona.

The Core Partners and all Partners' staff promise to:

1. Put the customer first with the focus on individualized, quality customer services.
 2. Follow-through on Cross-Partner Referrals and customer connections and do so on a timely basis.
 3. Commit to continuous learning about Partner programs to better understand opportunities for partnership and linkages.
 4. Recognize and respect the competencies and constraints of each Partner and tap their expertise for improvement.
 5. Be transparent and honest.
 6. Say what we will do and do what we say.
 7. Exhibit openness to change.
- C. WIOA Section 121(b)(1)(A) lists the responsibilities of all required Partners under WIOA. For consistency, **all Partners** will assume the responsibilities identified below, unless

inconsistent with the federal law and regulations that authorize the Partners or as otherwise specified in this section. Partner's responsibilities include the following:

1. Compliance with WIOA and all federal, state, and local laws, regulations, rules, policies and plans applicable to parties in their respective roles under this MOU and as consistent with the rules that govern each Partner's respective program. Each Partner expressly agrees to notify the LWDB of any changes to the rules governing its respective program that impact the Partner's performance under this MOU. LWDB will communicate the changes to the One-Stop Delivery System and any other affected Partners.
2. WIOA Section 121(b)(1)(A)(iv) and §678.420(d) Partners actively engage in the operation of the Arizona@Work-Southeastern Arizona One-Stop Customer Service Delivery System in agreement with the stipulations in this MOU and with the requirements of authorizing laws.
3. Pursuant to WIOA Section 121(c) Partners must remain as a party of this Memorandum of Understanding throughout the Agreement period identified in Section 2 of this MOU in order to participate as an Arizona@Work-Southeastern Arizona One-Stop Partner.
4. Career services will be available under the Core Partners' program to individuals through the Arizona@Work-Southeastern Arizona One-Stop Customer Service Delivery System in agreement to this MOU.
5. Provide priority of services to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act as prescribed in 38 U.S. Code §4215. (Note: Item #5 is only applicable to Title I, II and III per regulations.)
6. Each Partner must ensure compliance by its staff members who work in the Arizona@Work-Southeastern Arizona One-Stop Delivery System with the one-stop policies and procedures. Should a conflict exist between the Arizona@Work-Southeastern Arizona One-Stop Delivery System personnel policies and a Partners' personnel policies, a consensus will be arrived by all Partners to resolve conflict.
7. Use of common practices and procedures; forms and document; software systems or applications; and other forms of media as agreed to by all parties in the performance of the Arizona@Work One-Stop Delivery System.
8. Appropriately refer customers between the One-Stop Customer Service Delivery System and the Partners' agencies for services and activities.
9. Ensure access to services for individuals with barriers to employment, including individuals with disabilities.
10. Require cross training for the One-Stop Customer Service Delivery System staff.

V. SHARING SYSTEM DESIGN AND ENSURING SYSTEM ACCESS

The Workforce Innovation and Opportunity Act seeks to modernize the workforce system to provide comprehensive, integrated and streamlined services. Such service delivery will require linking and aligning all communication and information sharing amongst the One-Stop Partners. Strengthening the linkages between the One-Stop Customer Service Delivery System and the Partners' Programs will be critical to building a system designed to support the delivery of these services in Southeastern Arizona.

A. Comprehensive and Affiliate Sites

Southeastern Arizona has one comprehensive center and three affiliate sites. Various access points throughout Southeastern Arizona are electronically linked to ensure the delivery of services.

1. Comprehensive Job Center

The Comprehensive Job Center provides Workforce Services at the **Arizona@Work-Cochise County Business and Workforce Development Center, Sierra Vista** under the auspices of the Arizona@Work- Southeastern Arizona Local Workforce Development Board, as described in the submission of the WIOA Four-Year Plan. The comprehensive center is comprised of the local board staff and a consortium of entities that, at a minimum, includes four or more of the required Core Partners identified in WIOA Section 121 (b)(1). The comprehensive center provides employment and training services through a vast network of workforce experts while also providing business solution services to local employers and Partners. A variety of services currently offered include: veteran services, on-the-job training services, re-entry services, disability resource coordination and case management, mini-recruitment and job hiring events, assessments, workshops, along with many other services for both job seeker and business partners. Mandated Partners providing services at the Center include Wagner-Peyser Employment Services, Veterans Program and Vocational Rehabilitation. The Arizona@Work-Cochise County Business and Workforce Development Center is located at 2600 E. Wilcox Dr., Room H-106, Sierra Vista, Arizona, and it is **the Comprehensive Job Center for Southeastern Arizona**. The business hours of operation are 8:00 a.m. to 5:00 p.m. Monday through Friday.

2. Affiliate Sites

WIOA and Title III Employment services are available to job seekers and employers at the Douglas and Safford sites. The Clifton site has WIOA services available to job seekers and employers in the community. The business hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. The location of the affiliate sites are provided:

- a. Arizona@Work-Cochise County Business and Workforce Development Center
515 E. 7th Street
Douglas, Arizona 85607
- b. Arizona@Work-Graham County Business and Workforce Development Center
1910 W. Thatcher Blvd.
Safford, Arizona 85546
- c. Arizona@Work-Greenlee County Business and Workforce Development Center
558 N. Coronado Blvd.
Clifton, Arizona 85533

B. Services provided through the One-Stop Delivery System

WIOA Section 121(b)(1)(B) identifies the programs, services, and related activities.

1. Mandated Partners

a. Title I Programs: Adult, Dislocated Worker, and Youth

- i. Arizona@Work-Cochise County Business and Workforce Development Center
2600 E. Wilcox Drive, Room H-106
Sierra Vista, Arizona 85635
- ii. Arizona@Work-Cochise County Business and Workforce Development Center
515 E. 7th Street
Douglas, Arizona 85607
- iii. Arizona@Work-Graham County Business and Workforce Development Center
1910 W. Thatcher Blvd.
Safford, Arizona 85546
- iv. Arizona@Work-Greenlee County Business and Workforce Development Center
558 N. Coronado Blvd.
Clifton, Arizona 85533

b. Title II: Adult Education and Literacy

- i. Cochise College, Adult Education
Sierra Vista Campus
901 North Colombo Avenue, Bldg. 1400
Sierra Vista, Arizona 85635

- ii. Douglas Campus
4190 West Highway 80
Douglas, AZ 85607
- iii. Benson Center
1025 State Route 90
Benson, AZ 85602
- iv. Willcox Center
470 North Bisbee Avenue
Willcox, AZ 85643

c. **Title III: Wagner-Peyser**

- i. Arizona @ Work-Southeastern Arizona
2600 E Wilcox Dr., Room H-106
Sierra Vista, Arizona 85635
- ii. Arizona@Work-Cochise County Business
and Workforce Development Center
515 E. 7th Street
Douglas, Arizona 85607
- iii. Arizona@Work-Graham County Business
and Workforce Development Center
1910 W. Thatcher Blvd.
Safford, Arizona 85546

d. **Title IV: Vocational Rehabilitation (RSA)**

- i. Arizona @ Work-Southeastern Arizona
2600 E. Wilcox Dr., Room H-106
Sierra Vista, Arizona 85635
- ii. Benson Office:
595 S. Dragoon Street
Benson, AZ 85602
- iii. Douglas Office:
1140 F. Avenue
Douglas, AZ 85607
- iv. Safford Office:
333 N. 8th Ave.
Safford, AZ 85546

e. **Veteran's Program**

- i. Arizona @ Work-Southeastern Arizona

C. Access to Technology

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection. To support the use of these tools each Partner agrees to the following:

1. Comply with the applicable provision of WIOA Title I, Rehabilitation Act, and any other appropriate statutes or requirements;
2. The principal of common reports and shared information through electronic mechanisms, including shared data and technology;
3. Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements;
4. Maintain all records of customers or local Partners (e.g. applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence, and use them solely for purposes directly related to such services;
5. Develop technological enhancements that allow interfaces of common information needs, as appropriate; and
6. Understand that system security provisions shall be agreed upon by all local Partners.

D. Arizona Job Connection (AJC)

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

E. Job Order Website

Employers can contact any Business Service Representative at any location to request to have their job posted in the Arizona Job Connection system. The process for employers posting job orders has been streamlined and employers can now post job orders through the Business Services Team via the LWDB web site. A Business Services Team email address has also been established to effectively communicate with employers. After job orders are posted in the Arizona Job Connection System, they are sent out via social media to expand the outreach in

search of potential qualified applicants for employers. Employers can also download the AJC job order application and post a job order via the LWDB web site.

F. Client Referral System

The local board is working with Partners to develop a unified Client Referral System. The purpose of the referral process is to provide timely and effective support that initiates that an appropriate plan of action for clients is initiated and properly tracks the clients' referrals to community Partners. The contribution of all core and support Partners in the development of this system will increase quality service delivery and support in order for clients to receive timely and relevant services to meet their individual needs. The Client Referral System will be the central component for referring customers between Partners. The system will be internet based allowing that all Partners utilize the system to improve overall system effectiveness.

G. Access for individuals with barriers to employment

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

1. Displaced Homemakers
2. Low-income individuals
3. Indian, Alaskan Native, and Native Hawaiians
4. Individuals with disabilities
5. Older individuals
6. Ex-offenders
7. Homeless individuals
8. Youth who are in or have aged out of the foster care system
9. Individuals who are English Language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers
10. Eligible migrant and seasonal farm workers
11. Individuals within 1 year of exhausting lifetime eligibility (for TANF) for the state of Arizona. (Note: federal government has instituted a 5 year time lime and the State of Arizona a 12 month limit)

12. Single parents (including single pregnant women)

13. Long-term unemployed individuals

14. Other groups as the Governor determines to have barriers to employment

Partners commit to offer priority of services to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient when providing career services, education and training services. Barriers to employment status is established at the time of eligibility or enrollment and do not change during the period of participation.

Veterans and eligible spouses continue to receive priority of service among all eligible individuals; however, they must meet the WIOA adult program eligibility criteria and meet the criteria under WIOA Section 134(c)(3)(E).

H. Rehabilitation Services Administration

The Rehabilitation Services Administration (RSA) is committed to providing quality services to members of the local community. RSA staff members will be available to meet with potential clients for the Vocational Rehabilitation program. Staff members will be available to take client referrals, provide on-site orientations, and provide other services as needed.

Additionally, RSA staff members are available to provide youth with information regarding the RSA program. This includes taking referrals and facilitating orientations for youth interested in receiving services through RSA.

RSA works collaboratively with the local Job Center by offering RSA clients that will be placed under Order of Selection (OOS) the option of being referred to the Job Center for employment related services.

The Arizona@Work-Southeastern Arizona One-Stop Customer Service Delivery System and partners are committed to assure the policies, procedures, program, and services are in compliance with the Americans with Disabilities Act of 1990 and its amendments, in order to provide equal access to all customers with disabilities.

The Vocational Rehabilitation (VR) Program provides a variety of services to individuals with disabilities, with the ultimate goal to prepare for, enter into, or retain employment.

Eligibility requirements for the VR program are as follows;

- Having a documented disability
- Having a disability which presents a barrier to employment
- Having the potential and desire to work
- Needing services in order to work

Based on individual needs and informed choice, eligible individuals may receive the following types of services;

- Assessment to determine eligibility and VR needs
- Vocational guidance and counseling
- Training
- Work site evaluations
- Job development
- Job Placement services
- Rehabilitation technology services and devices
- Other support services

I. ADA Compliant

The Arizona@Work- Southeastern Arizona Local Workforce Development Board and the Partners in the One-Stop Customer Service Delivery System are committed to providing quality workforce development services to Americans with disabilities. As recipients of federal funds, the Local Board is required to comply with various regulations relating to non-discrimination and equal opportunity. The Local Board is in compliance with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C 12101 et seq.) and section 188 of the Workforce Innovation and Opportunity Act (WIOA). Section 188, prohibits the exclusion of an individual from participation in, denial of the benefit of, discrimination in, or denial of employment or in connection with, any program and activities funded or otherwise financially assisted under Title 1 of WIOA because of race, color religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status or participation in a program or activity that receives financial assistance under the Title 1 of WIOA.

Arizona@Work-Southeastern Arizona complies with the Americans with Disabilities Act (ADA) accessibility requirements such as:

1. Physical and programmatic accessibility of facilities
2. Program and services
3. Assistive Technology
4. Materials for individuals with disabilities, including staff training and support for addressing the needs of individuals with disabilities.

The Arizona@Work-Southeastern Arizona is committed to provide persons with disabilities career and educational opportunities. Our Assistive Technology (AT) equipment is inspected on a monthly basis to guarantee it's working appropriately for use by individuals. The following assistive technology equipment is available at the Job Center for persons with disabilities:

1. Adjustable desk
2. FM System for Audio Amplification
3. High Visibility Keyboard/Ergonomic
4. Physical Access
5. Printer material in large format
6. Sign Language interpreter
7. Track Pad
8. Track ball selective device
9. Telephone Typewriter (TTY) System

J. Grievance

The Local Board is in compliance with the Workforce Innovation Opportunity Act (WIOA) Section 181(c)(1)(2), Workforce Innovation Opportunity Act §683.600, 29 CFR Part 37 and the WIA Guidance Letter #07-06. These state that each local area, State, and direct recipient of funds under Title I of the Workforce Innovation Opportunity Act, except for Job Corps, must establish and maintain a procedure for complaints and grievances according to the requirements of this section.

Any person, either by him/herself or through a representative, who believes that either he/she, or any specific class of individuals has been or is being subjected to discrimination prohibited by the nondiscrimination and equal opportunity provisions of the Workforce Innovation Opportunity Act (WIOA), may file a written complaint. The discrimination may be on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, participation in programs funded under WIOA, or in connection with any WIOA funded program or activity.

The Local Workforce Development Area (LWDA) process for dealing with complaints and grievances from job seekers, business customers and other interested parties affected by the Local Board, including the One-Stop Partners and service providers are as follows:

1. Complaints and Grievances

A process which allows an individual alleging a labor standards violation to submit the complaint or grievance to a binding arbitration procedure, if a collective bargaining agreements covering the parties to the complaint or grievance;

A complaint or grievance is a written description of an alleged violation of the WIOA, dated and signed by an interested party and shall be filed with the local EO Officer, at the state level, or with DCR (Directorate of Civil Rights) within 180 days from the date of the alleged discrimination.

Ana Polakowski
Arizona@Work-Southeastern Arizona
900 Carmelita Drive, Sierra Vista, AZ 85635
(520) 439-3541; TTY: (520)-452-7667; Fax: (520) 417-9910
Email: apolakowski@cpic-cas.org

- a. An investigation will take place and informal resolution will be attempted where practical;
- b. If an informal resolution is not achieved, the complaint shall be provided a hearing, before an impartial hearing officer, within 30 days of the receipt of a written complaint. All parties of interest shall receive a written notice of the hearing within 10 days of the hearing date;
- c. The EO officer will issue a determination of the case within 60 days of the complaint or grievance. If complainant does not receive a decision within 60 days, or receives a decision unsatisfactory to the complaint or grievance, the complainant may request a review of the complaint or grievance by contacting:

Vada Phelps - Hearing Officer
Arizona@Work-Southeastern Arizona
900 Carmelita Drive, Sierra Vista, AZ 85635
(520) 439-3541; TTY: (520)-452-7667; Fax: (520) 417-9910
Email: vphelps@cpic-cas.org

The freedom to file an appeal may not be limited or interfered with in any way.

2. Time Computation, Filing and Receipt

- a. Complaints or grievances under this section shall be filed within 180 days of the alleged discrimination;
- b. For purposes of these procedures, any complaint or grievance, appeal, application request, notice, objection, petition, report or other information is considered received and filed timely;
- c. If transmitted via the United States Post Service on the date it is mailed as shown by the postmark, or in the absence of the postmark the postage meter mark, on the envelope in which it is received; or
- d. If complaint or grievance is submitted by any means other than United States Postal Service on the date it is actually received; and

- e. If a delay in filing is due to an error or misinformation by the organization or person with whom the complaint, grievance or appeal is filed, the time limitation shall be adjusted in a manner equitable to the complainant.

3. Appeal Process

- a. Any party who has filed a complaint or grievance through the local level has the opportunity for an appeal to the State when no decision is reached within 60 days or either party is dissatisfied with the local hearing decision;
- b. An appeal is any written, dated and signed communication by an interested party expressing their intent to appeal any action or inaction with respect to a complaint or grievance to a higher level. Any action pursuant to the original decision is stayed until a final decision is made by the Arizona@Work-Southeastern Arizona;
- c. The appeal must be filed within ten business days of the receipt of an adverse decision; or
- d. The appeal must be filed within ten business days from the date a decision should have been issued; and
- e. Any appeal filed after the tenth day following the decision is null and void.

K. Vocational Rehabilitation Grievance Procedures

All grievances related to the provision of a Vocational Rehabilitation service will follow the policies and procedures set forth by the Arizona Rehabilitation Services Administration program as required by federal regulations.

Section 3.1- Overview of Appeals

L. Definitions

1. **“Administrative Review”** means an investigation of laws, regulations, and policies that apply to the situation as well as any options available to resolve the concerns of the client by the AZRSA Administrator or their designee.
2. **“Client Assistance Program”** or "CAP" means a program established by Federal Regulation and is intended to advise, inform, assist, and advocate for clients and applicants in order for them to participate in programs.
3. **“Electronic Case File”** or "ECF" means the portion of the client record of service created and/or stored in an electronic case management system.

4. **“Extended Support Services”** or "ESS" means ongoing support services, usually provided by an entity not a part of AZRSA, which are needed to support and maintain an individual in supported employment after Vocational Rehabilitation services through AZRSA are completed.
5. **“Individualized Plan for Employment”** or "IPE" means a written program of services developed with the client that comprehensively documents the purpose, goals, responsibilities, and services necessary for a client’s successful rehabilitation.
6. **“Fair Hearing”** means a process by which an impartial Administrative Law Judge or ALJ will review the case and evidence provided by both the client and the agency in order to provide a written decision with regard to the disagreement.
7. **“Informal Review”** means review of the client case and the associated disagreement by the AZRSA local office supervisor.
8. **“Mediation”** means an informal resolution process which utilizes a qualified and impartial individual who is appointed by the State Attorney General’s Office to assist in the resolution of the disagreement.
9. **“Ombudsman”** means a representative assigned by the Administrator of AZRSA whose duties include assisting the applicant, client, and AZRSA in investigating and addressing complaints and guiding the client and agency through the complaint resolution process.
10. **“Post-Employment Services”** or "PES" means those services which may be provided within 1 year of successful closure from VR services if:
 - a. The client was successfully employed as a result of services provided by the Vocational Rehabilitation program, and
 - b. The client’s case has been closed with Vocational Rehabilitation.
11. **“Request for Review of Determination”** means a form provided to the client, or their representative, which serves as a written notice of appeal rights regarding decisions made by AZRSA personnel.

M. Policy

1. Anytime a decision which affects the provision of Vocational Rehabilitation services that has been made by AZRSA staff, AZRSA staff will provide the following information to the client or their representative:
 - a. Advise the client of their right to request a review of the determination,
 - b. Provide a written notice of client rights and appeals options by utilizing the Request for Review of Determination form; and
 - c. Advise the client of the availability and right to utilize the Client Assistance Program (CAP).

2. Notice of client rights and written notice of appeals will be provided in writing by utilizing the Request for Review of Determination form to the client, and their representative if appropriate, at the following times:
 - a. When the client applies for services;
 - b. When AZRSA staff makes an eligibility decision;
 - c. When AZRSA staff determines placement into an Order of Selection (OOS) category;
 - d. When a client is placed on the Extended Support Services (ESS) waitlist;
 - e. When Individualized Plan for Employment (IPE) is developed;
 - f. Any time that AZRSA staff makes a decision or intends to reduce, suspend, or terminate planned services and/or goods being provided;
 - g. AZRSA staff notifies the client of intent to close a case for any reason; and
 - h. Upon denial of Post-Employment Services (PES).
3. AZRSA staff will advise the client of the following appeals processes available to them.
 - a. Informal Resolution;
 - b. Administrative Review;
 - c. Mediation; and/or
 - d. Fair Hearing.
4. If a decision is being disputed, AZRSA staff will ensure that the client, or their representative if appropriate, is aware that a formal request for review of a determination must be submitted within 15 calendar days of the date that the written decision letter was mailed.
5. Formal written requests are acceptable in the following formats:
 - a. Utilizing a Request for Review of Determination; or
 - b. Any other written communication which will include:
 - i. An explanation of the issue(s) under contention;
 - ii. Client, or their representative if appropriate, signature and date;

- iii. An indication whether the client is willing to resolve the issue(s) through an informal review, administrative review, mediation, or formal due process hearing.
6. AZRSA staff will direct clients who request assistance in completing a written appeal to the AZRSA Ombudsman or local CAP office.
7. The AZRSA Ombudsman will schedule a Fair Hearing to occur within 60 days of submitting a Request for Review of Determination regardless of resolution options chosen.
8. AZRSA staff will work with the client and the AZRSA Ombudsman throughout the appeal process until a final resolution is provided.

N. Procedure

1. AZRSA staff will advise the client in writing of any decisions made which affects VR service provision and provide the client with a Request for Review of Determination.
2. AZRSA staff will advise the client of the Client Assistance Program (CAP) and provide the client with CAP contact information when issuing a written decision letter.
3. AZRSA staff will accept any written request for review and date stamp the request.
4. AZRSA staff will scan the written request for review of determination and load into the client's ECF.
5. AZRSA staff will forward the written request for review electronically or via interoffice mail to the AZRSA Ombudsman within 2 business days of receipt of document.

O. Adult Education EEO policy

Cochise College recognizes an institutional responsibility to assure that all employees, students, and job applicants receive equality of treatment in employment and educational opportunities, and to eliminate barriers to equal employment opportunities. District regulations including, but not limited to, admission policies, programs, or activities; educational policies; scholarship and loan programs; athletic and other College-administered programs; and employment practices and programs shall be administered without regard to race, religion, color, age, sex, disability, sexual orientation, creed, national/ethnic origin, or veteran status. Violations may result in disciplinary action including termination or sanction for employees, and suspension or expulsion for students.

Further, the College will act affirmatively to improve opportunities for underutilized groups who have historically suffered discrimination in employment and educational opportunities. The President of Cochise College has the overall responsibility to assure that the equal employment opportunity and affirmative action programs are carried out, and the President has been delegated the authority to exercise that responsibility.

1. STATEMENT OF COVERAGE

Cochise College does not discriminate on the basis of race, color, religion, sex, sexual orientation, national origin, age, disability, veteran's disability or Vietnam-era veteran's status in its admissions, employment and educational programs or activities, and is required by Title IX of the Educational Amendments of 1972, Title VII of the Civil Rights Act of 1964, Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act (ADA) and the Vietnam Era Veteran's Readjustment Assistance Act of 1972 not to discriminate in such manner. Discrimination on any of the bases listed above will not be tolerated by Cochise College. Further, retaliation against an individual for filing a discrimination complaint or for participating in a discrimination investigation will not be tolerated.

2. RESPONSIBILITY

All employees of Cochise College must comply with this policy and procedure and the laws dealing with discrimination. Any supervisory employee who violates such policies, procedures, or law shall be subject to appropriate disciplinary action up to and including termination of employment.

Supervisors are expected to take action to insure that their employees do not commit actions that are in violation of this policy and procedure. Supervisors who become aware of alleged violations are expected to immediately confer with the Associate Vice President for Human Resources, who has been designated as the College's Equal Employment Opportunity Officer, regarding appropriate steps to be taken.

3. PROCEDURE FOR FILING OF COMPLAINTS

a. Any individual who believes that a violation of this policy/procedure has occurred may raise concerns or file a complaint without fear of retaliation. Complaints should be directed to the Vice President for Human Resources within 30 calendar days of the alleged discriminatory action.

b. The investigation and resolution of complaints is dependent upon accurate communication. For this reason, a complaining party is encouraged to prepare a written statement of the issues. However, regardless of whether a written statement is submitted, the complaining party may notify the Vice President for Human Resources of concerns or complaints and may identify solutions that he/she considers acceptable.

c. Cochise College will thoroughly investigate all complaints of illegal discrimination. Investigations will be conducted by the Vice President for Human Resources or another individual designated by the President or the Chair of the Governing Board.

d. Following the investigation of a complaint, the College will evaluate the results and determine a resolution. The resolution will be directed toward the avoidance of future problems as well as addressing any harm that may have occurred as a result of the alleged policy violations. Any disciplinary action that results from the investigation shall be taken in accordance with applicable discipline and grievance procedures.

4. RETALIATION

Retaliation against an individual for filing a discrimination complaint or for participating in a discrimination investigation is prohibited and constitutes grounds for disciplinary action up to and including termination.

5. INVESTIGATIONS WITHOUT COMPLAINTS

Nothing in this procedure shall limit the College's obligation and/or right to investigate and take appropriate action regarding allegations of possible discriminatory action, whether or not a written complaint has been received.

VI. SHARING SERVICES

Services provided through the One- Stop Customer Service Delivery System

WIOA Section 121(b)(1)(B) identifies the programs, services, and related activities that must be provided through the Arizona@Work One-Stop Customer Service Delivery System. WIOA Section 121(c)(2)(A)(i) requires this MOU to include a description of the services that will be provided through the Arizona@Work-Southeastern Arizona One-Stop Customer Service Delivery System and to identify the delivery service method(s) that the One-Stop Customer Service Delivery System staff and Partners will use to deliver the services. This MOU will also identify the career services, education and training, and employer services that Arizona@Work-Southeastern Arizona One-Stop Customer Service Delivery System staff and Partners will provide to customers.

A. Career Services include self-help services requiring minimal staff assistance. Services requiring more staff involvement are generally provided to individuals unable to find employment through basic career services, and deemed to be in need of more concentrated services to obtain employment or who are unable or able to retain employment that allows for self-sufficiency.

1. **Intake** is the process of collecting basic information e.g., name, address, phone number, social security number, and all other required information to determine appropriate referrals to Partners' programs.
2. **Career Counseling** facilitates exploration of occupational and industrial information that will lead to a job for the individual.
3. **Career Advisement** is the guidance provided to participants who receive training activity/services as described under WIOA section 134(3)(d)(4).

4. **Initial Assessment and Comprehensive Assessment** Initial Assessment involves the gathering of basic information about skill levels, aptitudes, abilities, barriers, and supportive service needs in order to recommend next steps and determine potential referrals to Partners or community resources. Comprehensive Assessment includes diagnostic testing or other assessments, and in-depth interview and evaluation of employment barriers and the setting of appropriate employment goals.
5. **Information Assistance** is the process of learning information about an individual's circumstances and guiding them to the appropriate agency.
6. **Eligible Provider Performance and Program Cost information** is based on the following:
 - a. Eligible training services as described in WIOA Section 122.
 - b. Eligible youth activity providers as described in WIOA Section 123.
 - c. Eligible adult education providers as described in WIOA Title II Section 203(5)
 - d. Eligible postsecondary vocational education activities and vocational education activities available to school dropouts under the Carl Perkins Act (Public Law 109-270).
 - e. Eligibility for vocational rehabilitation program activities as described in Title I of the Rehabilitation Act of 1973.
7. **Employment Labor Market Information** is collected by the State of Arizona Office of Economic Opportunity on Southeastern Arizona labor force, industries, occupations, employment projections, wages and other important labor market and economic data.
8. **Maintain Contact with Participants** after completion of program to include: phone contact, in person, and various electronic media in order to identify follow-up services needed. These services assist those individuals to obtain or maintain employment. Topics may include but are not limited to:
 - a. Adult Education re-enrollment or other education training for additional skills enhancement as needed for occupational or educational advancement;
 - b. Availability of community workshops in employability and soft skills as needed in retaining employment and or education enrollment;

- c. Referrals to social and non-profit community organizations.
9. **Workshops and Career Planning** assists individuals to develop problem-solving skills, self-esteem building, information interviewing, work behavior, and general brainstorming to develop resources and employment opportunities.
10. **Individual Employment Plan Development** is the documentation process to identify their employment goals, appropriate achievement objectives, and the appropriate combination of services that will help the individual achieve those goals.
11. **Job Search** assists an individual to seek, locate, apply for, and obtain employment. It may include but no limited to:
- a. Federal Student Aid (FAFSA) Application Completion
 - b. Job Club
 - c. Job Finding Skills
 - d. Job Search Workshops
 - e. Relocation assistance
 - f. Resume development
12. **Local Performance Information** collects and provides information on the local areas recent performance measurements.
13. **Outreach** activities involve the collection, publication, and dissemination of information on program services available and directed towards jobless, economically disadvantaged, and other individuals.
- B. Education and Training Services** are offered through a training provider to help individuals upgrade their skills, earn certifications, or otherwise enhance their employability through learning and education. Types of training service include:
- 1. **Adult Education and Literacy Activities** are services or instruction below the postsecondary level for individuals who are not enrolled or required to be enrolled in secondary school under state law and lack basic educational skills to enable the individual to function effectively in society and on a job. Services include, but are not

limited to, one-on-one instruction, coursework, or workshops that provide direction for the development and ability to read, write, and speak in English, compute and solve problems, at a level of proficiency necessary to function in society or on the job

- a. **Assist adults to become literate and obtain the knowledge and skills for employment and economic self-sufficiency.** Workers and job seekers have access to basic skills instruction relevant to employment through the One-Stop Delivery System. Education is provided in the context of industry-specific needs that involve employers and is integrated with occupational skills training to achieve the best outcomes for participants. Programs use career pathways, integrated education and training, and workforce preparation activities as hallmarks of excellent work-relevant instruction.
- b. **Support the educational and skill achievement of parents and family members to participate in the educational development of their children and improve economic opportunities for families.** Family literacy programs provide parents and family members with foundational skills that boost their knowledge and confidence to support the educational development of, and to become educational advocates for, their children. Parents and family members are able to improve their skills to achieve readiness for postsecondary education or training, job advancement, and economic self-sufficiency. Programs are designed to make sustainable improvements in the economic prospects for a family and to better enable the family to support their children's learning needs.
- c. **Assist immigrants and English learners in improving their English and math proficiency and understanding of the rights and responsibilities of citizenship.** English learners have access to services to help them achieve competence in reading, writing, speaking, and understanding English. These competencies allow them to obtain secondary school credentials and succeed in further education and training. Immigrants acquire an understanding of what it means to be a citizen and to participate in civic responsibilities. Programs are designed to provide high-quality math instruction, evidence-based English language instruction and civics education that is responsive to, and respectful of, the diversity of immigrants and English learners.
- d. **Assist incarcerated individuals in strengthening their knowledge and skills to promote successful re-entry into society.** Individuals who are incarcerated have access to educational services that prepare them for employment, economic self-sufficiency, family roles, and responsible citizenship upon their release. Incarcerated individuals can access adult education and literacy activities that support post-release transition to higher levels of education and training, as well as meaningful employment. Programs are designed to support incarcerated and formerly incarcerated individuals' access to life-expanding career pathways opportunities that include approaches such as dual enrollment,

peer tutoring, and transitions to re-entry services designed to facilitate post-release success and reduce recidivism

2. **Customized Training** is designed to meet the specific requirements of an employer or group of employers that relates to the introduction of new technologies or new production. The training is conducted with a commitment by the employer to employ, or if in the case of an incumbent worker, continue employment, upon successful completion of the training. The employer pays a significant portion of the cost of the training.
3. **Entrepreneurial Skills Training** provides the basics of starting and operating a small business. Training must develop the skills associated with entrepreneurship such as: take initiative; creatively seek out and identify business opportunities; develop budgets and forecast resource needs; understand various options for acquiring capital; and communicate effectively and market oneself and one's ideas.
4. **Incumbent Worker Training** is designed to assist the local areas employer's workforce obtain the skills necessary to retain employment and avert layoffs. The training activities are carried out with employers or a group of employers (which may include employers in Partnership with other entities for delivering such training) for the purpose of assisting such workers in obtaining skills necessary to retain employment and avert layoffs.
5. **Occupational Skills Training** – Organized program of study that provides specific vocational skills that lead to proficiency in performing tasks and technical functions required by a certain occupational fields at entry, intermediate or advanced levels of employment. Occupational skills' training includes training for nontraditional employment. Providers of occupational skills training must be listed on the Eligible Training Provider List (ETPL) and the specific training program must be listed as WIOA approved.
6. **On-The-Job Training (OJT)** is provided under a contract with an employer who is reimbursed a percentage of the hourly wage. The participant being trained will be engaged in a job to help them prepare for long term unsubsidized employment. An OJT is intended to provide the knowledge or skills essential to meet the full and adequate performance of the job.
7. **Skills Upgrading and Retraining** is a short-term or part time intervention designed to upgrade skills in the workplace and provide re-training to enhance current skills for modern technology.
8. **Transitional Jobs** - WIOA allows local areas to allocate up to 10 percent of Title I funds to transitional jobs for individuals with barriers to employment. The local area is working with the business community to discuss the possible opportunities for subsidized work experiences for individuals who are chronically unemployed, possess

limited work experience and have barriers to employment. These activities will help the individual to establish a solid work history and attain new occupational skills that lead to entry into unsubsidized employment.

9. **Registered Apprenticeship** is an industry-driven model that combines on-the-job learning with job-related instruction. Apprenticeship is a flexible training strategy that can be customized to meet the needs of any business.

C. Employer Services are offered at the Arizona@Work Job Center to employers which include:

1. **Applicant Pre-screening** consists of assessing candidates according to the employer's requirements and hiring needs; referring candidates based on their knowledge, skills, and abilities relative to the employer requirements.
2. **Employer Needs Assessment** evaluates employer needs, particularly future hiring and talent needs.
3. **Employer Referral System** is a provision of information on topics of interest to employers such as services available in the community, local training providers, federal laws and requirements, tax information, and apprenticeship programs.
4. **Job Posting** consists of receiving and filling of job openings, searching resumes; providing access to a diverse labor pool.
5. **Labor Market Information** is access to information on labor market trends, and other data related to the economy, wages, industries, etc.
6. **Rapid Response** is an activity that involves a "rapid response" team of specialists whom, upon becoming aware of a substantial layoff or projected closure, will make contact with the affected employer within 48 hours or less upon notification. Information is provided to affected employers in order to facilitate access to available programs and services offered through the Local One-Stop Customer Service Delivery System.
7. **Recruitment Assistance** is conducted by raising awareness of employers, job seekers, and attracting individuals to apply for employment at a hiring organization. Specific activities may include posting of employer announcements, provision of job applications, and hosting job hiring events, mini-recruitments, and mass recruitments.
8. **Training Assistance** provides training resources to enable employers to upgrade employee skills, introduce workers to new technology, or to help employees transition into new positions.
9. **Business Engagement** – The business services team consists of staff from Arizona@Work and Partners' programs. They offer services to new and existing

business and industry that address employer needs. Team members provide community outreach through participation in Chamber of Commerce Events, Economic Development Events, and local county/city activities. The business services team members work closely with economic development agencies and businesses to maintain a proactive approach to employment and economic growth in Southeastern Arizona.

D. Plans for Integration and Coordination of Career Services

All career services are provided by the Core Partners and by trained frontline staff to have a broad understanding of all Partner program services and eligibility to increase customer access to system services, increase the promotion of system services through the inclusion of system services in customer orientation, distribute partner program fact sheets in all service locations, give appropriate levels of access for frontline staff to program partner customer databases to permit staff to better serve customers being served by more than one program Partner, have customer information (whenever possible and legal) to reduce the need for redundant information collection through adopting a cross-partner confidentiality policy and developing a standardized customer release form.

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

VII. SHARING CUSTOMERS

Shared Customers for the Arizona@Work-Southeastern Arizona delivery system and .Partners include businesses, dislocated workers, youth, and adults seeking education, training and jobs, and who face barriers to employment such as, but not limited to:

1. disabilities,
2. low-income (including public assistance recipients),
3. homelessness,
4. language deficiencies,
5. basic skill deficiencies,
6. lack of high school diploma or equivalent,
7. involvement with the justice system,
8. lack of occupational skills,

9. unemployment,
10. lay-off,
11. under-employment.

Youth customers may also experience additional barriers such as but not limited to:

1. Disconnected Youth (not attending school, not working)
2. Run-aways
3. Foster Youth
4. Youth aged out of the foster care system
5. In-and-out of home placement
6. Pregnant or Parenting Youth
7. Single Parent Youth

Cross information Sharing/Customer Referral – The One-Stop Delivery System staff are trained to provide information about all programs, services, and activities that may be available to the customer through the Partner organization and can make referrals.

Provide a direct linkage through technology to program staffers who can provide meaningful information or services. A direct linkage is defined as a direct connection for a customer that occurs within a reasonable time, by facilitating phone calls between Partner agency staff and clients, or through email communication to a program staff member who can then provide that particular program information or service. Providing only a handout, a phone number, brochure, or website address is insufficient and is not considered a direct linkage.

A. Referral Protocols

Pursuant to WIOA Section 121(c)(2)(A)(iii), the parties agree that the referral of individuals between the Arizona@Work-Southeastern Arizona One-Stop Delivery System staff and Partners for the services and activities described will be performed using the following method:

All local Partners agree to guarantee all customers receive a high-quality, customer-centered referral. Staff will continuously evaluate and refine the referral process as needed. Partners agree to refer its applicants and clients to the other Partner agencies, when such individual may be appropriate and eligible for the Partners' service.

At a minimum, the referral process between The Arizona@Work-Southeastern Arizona One-Stop Delivery System and the Partners should:

1. Provide intake and referral processes that are customer centered and provided by staff trained in customer service.
2. Provide general information regarding the Core Partners' programs, service activities, and resources available to all customers as appropriate
3. Provide meaningful information or services, through the use of co-location, cross training of staff, and technology training.
4. Partners are informed and engaged in system alignment activities.
5. Track referrals by the sharing of information between Partners for follow-up to confirm customers receive service(s) in a timely manner

The Partners agree to provide a referral form with a point of contact including name, title, and associated phone number, e-mail address and fax number for the referral point. The Partners further agree to keep this information current should changes be necessitated. The Partners agree to provide updates regarding changes to their points of contact, as soon as possible.

B. Co-Enrollment

The Partners agree to co-enroll participants in multiple Partner programs if appropriate and allowable. All Partners agree to:

1. Review and revise enrollment procedures to facilitate co-enrollment whenever possible and appropriate.
2. Cross-train Partner staff in enrollment procedures and requirements to facilitate co-enrollment as needed.
3. With the informed consent of the affected participant, share participant information (including eligibility and assessment information) to minimize participants' needs to have to provide similar or identical information to more than one of the Partners.

C. Confidentiality

The Partners agree to comply with the provisions of WIOA where applicable as well as the applicable section of the Rehabilitation Act, and any other appropriate statute or requirement governing individual Partner programs to assure the following:

1. All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.

2. No person will publish, disclose, use, or permit, cause to be published, disclosed or used, any confidential information pertaining the Arizona@Work-Southeastern Arizona One-Stop Customer Service Delivery System applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.
3. Each Partner agrees to abide by the current confidentiality provisions of the respective statutes to which the Partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. The Partners, therefore, agree to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment of program support purposes.
4. Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each Partner shall respect and abide by the confidentiality policies of the other Partners.

VIII. PARTNER SIGNATURES

A Partner is an entity which receives a grant or administers a program for job seekers or employer participants of the Workforce Development system, whether at a One-Stop Center or at another location. Required Partners are entities designated by Section 121(b)(1) of the Workforce Innovation and Opportunity Act of 2014 and by 20 §678.400 and §678.500(d). Additional Partners to this Agreement may be so designated by the local Workforce Development Board.

Name & Signature of Partner Organizations/Date:

Representing:

<p><u>Terese Celestine</u> <u>6/6/17</u> Date Teresa Celestine Workforce Supervisor</p>	<p>Wagner-Peyser; MSFW; Trade Act, Veterans Program, Unemployment Insurance</p>
<p><u>Susie Morss</u> <u>6/7/17</u> Date Susie Morss Director, Adult Education Cochise College</p>	<p>Adult Education</p>
<p><u>David Howard</u> <u>6/6/17</u> Date David Howard VR Supervisor</p>	<p>Vocational Rehabilitation</p>
<p><u>Vada Phelps</u> <u>6/6/17</u> Date Vada Phelps Executive Director, Arizona@Work-Southeastern Arizona</p>	<p>Title I</p>

IX. AUTHORIZED SIGNATURES

This Memorandum of Understanding shall require the approval of the Local Board by a majority vote of the members present at a Local Board meeting authorizing the execution of the Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this 9 day of JUNE, 2017.



Ron Curtis, Chair, Arizona@Work Southeastern Arizona
Local Workforce Development Board

6/9/2017

Date

Ann English, Chairman, Cochise County Board of Supervisors

Date

Memorandum of Understanding
Between
Arizona Department of Economic Security (ADES)
Division of Employment and Rehabilitation Services (DERS)
And
Southeastern Arizona Workforce Connection (SEAWC)

1. PARTIES

This Memorandum of Understanding (hereinafter referred to as “MOU” is between the ADES and the SEAWC.

2. PURPOSE

- a. The purpose of this MOU is to comply with the Workforce Innovation and Opportunity Act, which requires the establishment of an American Job Center (AJC) System by the WIOA AJC partners. Under the Act, each partner must contribute i.e., “Cost Share” for the AJC infrastructure. Partners “Cost Share” is proportionate to their use of the System.
- b. As this is a “Cost Sharing” Agreement, no contractual obligation is intended. However, the “Cost Share” of each partner may take the form of legal U.S. currency or In-Kind services.

3. TERM OF AGREEMENT

- a. The term of this Agreement shall begin on July 1, 2015 and shall end on June 30, 2020, unless otherwise agreed upon by both parties in writing.
- b. This Agreement may be extended through a written amendment by mutual agreement of the Parties.
- c. This Agreement may be terminated by mutual agreement of the Parties at any time during the term of this Agreement. Each Party shall have the right to terminate this Agreement by hand-delivering to the other Party written notice of termination at least thirty (30) days prior to the effective date of said termination.
- d. The Parties agree that if similar services were provided by either Party prior to the start date of this Agreement, those services will be compensated under this Agreement.

4. AMENDMENTS OR MODIFICATIONS

This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either Party is empowered to alter any of the terms of the Agreement, unless done in writing and signed by the authorized representative of the respective Parties.

5. SERVICE DESCRIPTION

SEAWC will provide work space (Co-Location) within an existing SEAWC facility to enable ADES to provide WIOA required services. This space is located at:

- a. 2600 E. Wilcox Dr., Room H-106
Sierra Vista, Arizona 85635
- b. 515 E. 7th St.
Douglas, Arizona 85607

6. PAYMENT

- a. All services will be provided by both Parties on a "Cost Sharing" or "In-Kind basis.
- b. The proportionate share of monthly occupancy costs is based on the net square foot allocation. ADES allocated SF is:
 - o Sierra Vista facility: 1,788.31
 - o Douglas facility: 415.46
- c. The SEAWC will invoice ADES for its 32.75% share of the occupancy costs. ADES agrees to a monthly "Cost Share" in the amount of **\$3,871.40** for the space provided by SEAWC.
- d. SEAWC will invoice the actual costs of ADES long Distance. SEAWC will breakout these costs by ADES Administration or Unit and provide, with the invoice, an itemized listing of expenses.
- e. ADES shall pay its share of Shared Expenses on a monthly basis as invoiced by SEAWC.

7. SEAWC AGREES TO

- a. Provide work space to include two (2) modular work stations at the Douglas location and a common break area at both locations.
- b. Provide use and access to shared equipment.
- c. Provide utilities, housekeeping, exterior & interior maintenance, and janitorial services.

8. ADES AGREES TO

- a. The equipment supplies use such as paper, tonner and maintenance costs are the responsibility of each program.
- b. Each party will be responsible for providing their staff with office supplies needed to perform their work duties.

9. NOTICES

All notices to ADES regarding this Agreement will be sent to the following address:

Arizona Department of Economic Security
Division of Employment and Rehabilitation Services
Finance & Budget Unit, Contract Specialist
1789 W. Jefferson St.
2nd Floor, NE (site code 901A)
Phoenix, Arizona 85007

All notices to SEAWC regarding this Agreement will be sent to the following address:

Southeastern Arizona Workforce Connection
Attn: Vada Phelps
900 Carmelita Drive
Sierra Vista, Arizona 85635

Southeastern Arizona Workforce Connection
Attn: Vickie Simmons

10. SEPARATE OPERATIONS

The Parties to this Agreement solely to share certain expenses associated with their separate and independent operations, thereby reducing their respective overhead and to coordinate their job training and employment services to provide the public with the convenience of a One-Stop center for such services. Nothing in this Agreement shall be construed to establish an employment, agency, partnership, joint venture or other relationship between the Parties. Neither SEAWC nor ADES shall be liable or responsible for the acts, errors or omissions of the other Party. Neither SEAWC nor ADES shall have authority to bind the other Party to any contract, debt or liability. Neither SEAWC nor ADES shall be liable for the separate debts, liabilities, or obligations incurred by the other Party, except for the Shared Expenses provided in this Agreement.

11. COMMON AREAS

ADES shall have the non-exclusive right to use the Common Areas affiliated with the Allocated Space. For purposes of this Agreement, "Common Area" means any access roads, parking areas, sidewalks, entrances, passages, lobby and reception areas, common restrooms, elevators, stairways, vestibules, public corridors and halls, and other such facilities associated with the Allocated Space. SEAWC shall have the right from time to time to change, modify, increase or decrease the Common Areas. SEAWC shall have the right from time to time to adopt reasonable rules and regulations regarding the use, occupancy or privileges associated with the Common Area.

12. OBLIGATIONS REGARDING ALLOCATED SPACE

ADES shall at all times use and occupy the Allocated Space solely for the purposes of job training and employment services. ADES shall not use the Allocated Space for any other purpose without SEAWC's prior written consent. ADES shall comply with all laws, rules, regulations and procedures applicable to or affecting the Allocated Space. ADES shall not place, deposit, store, release, maintain, or allow on the Allocated Space any hazardous substance, toxic material or pollutant as defined by applicable law or regulations.

13. ALTERATIONS

ADES accepts the Premises "as is" without construction of any further improvements by SEAWC. ADES shall make no alterations or improvements to the Allocated Space without the prior written consent of SEAWC, not to be unreasonably withheld. All alterations and improvements to the Allocated Space shall comply with all applicable laws and regulations, and shall not lessen the fair market value of the Allocated Space. Any such alterations, additions or improvements (except movable furniture and trade fixtures) shall at once become a part of the realty and belong to SEAWC, with SEAWC assuming responsibility for repair and maintenance. SEAWC shall keep the Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by SEAWC (whether arising from alterations or otherwise). In the event that SEAWC shall not, within ten (10) business days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond.

14. SIGNAGE

Any signage pertaining to the Allocated Space must be first approved by SEAWC.

15. SHARED FURNISHINGS, EQUIPMENT, AND SUPPLIES

SEAWC agrees to allow ADES to use the office equipment and supplies as are maintained in the Premises for purposes of ADES's separate and independent operations. In addition, SEAWC agrees to allow ADES to use any furnishings located in the Common Areas.

16. SEPARATE FURNISHINGS, EQUIPMENT, AND SUPPLIES

Notwithstanding the foregoing, ADES shall not be entitled to access or use any of the following furnishings, equipment, and supplies acquired or maintained by SEAWC: furnishings in SEAWC office space other than the Common Areas or Allocated Space; computers, servers and related equipment; licensed software; or cabinets or files containing SEAWC records.

17. OWNERSHIP OF FURNISHINGS, EQUIPMENT AND SUPPLIES

ADES acknowledges and agrees that all furnishings and equipment located at the Premises as of the commencement date are owned or leased by SEAWC. Nothing in this Agreement shall entitle ADES to any ownership or property interest in such furnishings or equipment, or any other furnishings, equipment, or property acquired by SEAWC prior to or during the term of this Agreement. Each Party shall separately and solely own, and shall be separately and solely liable for the expense of, any new equipment or furnishings acquired by that Party during the term of this Agreement.

18. EMPLOYEES

Each Party shall be responsible for its own employees and/or staff, provided that the employees of both parties shall reasonably cooperate with one another as necessary or appropriate to accomplish SEAWC's and ADES's respective business goals.

19. AUTHORITY OF SEAWC

SEAWC shall have authority to acquire and incur expenses associated with equipment and supplies for the Premises as are usual and customary for its operations, including but not limited to acquiring necessary office supplies, or maintaining the Premises and associated furnishings and equipment. SEAWC shall give ADES 30 days' notice to review any acquisitions or expenses SEAWC intends to make that ADES is responsible for under this Agreement. Unless ADES objects to such expenses in advance of SEAWC's acquisition or incurring such expenses, ADES shall be responsible for its share of such expenses as provided in this Agreement.

20. SEPARATE EXPENSES

Notwithstanding anything in this Agreement to the contrary, SEAWC and ADES shall not share in any expenses that are solely and directly related to the other Party's independent and separate operations, including but not limited to the following: either Party's employees' wages and benefits; advertising, marketing, and promotion; cell phones; pagers; accounting services; legal services or costs; other professional services; judgments, sanctions, or penalties; and all other expenses that are not covered by this Agreement or a separate written Agreement by the Parties.

21. OFFSET

In the event SEAWC fails to maintain the Premises in a clean, orderly and safe condition; fails to provide repairs, maintenance, services or utilities; or fails to provide janitorial services, then ADES may make written demand upon SEAWC to provide such repairs, maintenance or service. If the repairs, maintenance, service, utility services or other obligations are not provided within ten

(10) business days after written demand has been made to SEAWC by ADES, then ADES may obtain the same and deduct the cost from any payment due under section 6 after such repairs, service, maintenance or other obligation has been so obtained.

22. COOPERATION

At all times, the Parties shall act in good faith and cooperate with each other in sharing the space, furnishings, equipment, supplies and employee services so as to coordinate services as appropriate and to not adversely affect the other Party's operations. Neither Party shall act to monopolize, take advantage of, or exclude the other from the shared items or services provided under this Agreement, or utilize a disproportionate share of the items or services provided under this Agreement to the detriment of the other Party. To the extent possible, each Party shall allocate and schedule their use of the shared items and services provided under this Agreement so as to avoid conflicts with the other Party.

23. USE AND PROTECTION OF PROPERTY

The Parties shall at all times properly use and act in a manner so as to protect, maintain, and preserve the Premises, furnishings, equipment and supplies in good order, and shall refrain from any action that would damage such property or impair the other Party's ability to use any such property as contemplated by this Agreement. Each Party shall be responsible for replacing or repairing, at their own cost and expense, any damage to such property caused by their own act, error, or omission, or the act, error or omission of their employee, agent, client, invitee, guest, or anyone acting under their supervision or control.

24. TERMINATION FOR CAUSE

Either Party may terminate this Agreement due to the material breach of the Agreement by the other Party upon thirty (30) days prior written notice if the breaching Party fails to cure the breach within said thirty (30) day period.

25. IMMEDIATE TERMINATION

Either Party may terminate this Agreement immediately and without prior notice upon a determination that this Agreement violates any law or regulation applicable to the Parties, or may subject the Parties to any penalty or liability under any applicable law or regulation or upon either Party's exclusion from participating in job training or employment services.

26. EXPENSES DUE UPON TERMINATION

Upon termination, ADES shall immediately vacate the Allocated Space, and pay to SEAWC any Shared Expenses that are due under this Agreement pro-rated according to the time that ADES occupied the Premises.

27. NO GUARANTEES

SEAWC makes no representation, warranty, or guarantee concerning the quality, suitability, or fitness for a particular purpose of the Premises or any furnishings, equipment or supplies provided under this Agreement, and expressly disclaim any representation, warranty or guarantee concerning such property.

28. INDEMNIFICATION

The Parties intend and agree that they should each be responsible for their own acts, errors and omissions, and the acts, errors and omissions of their own employees, agents, clients, guests, invitees, or persons acting at the direction or under the control of that Party. Neither Party to this

Agreement agrees to defend, indemnify, or hold harmless the other Party from liability hereunder. However, if the common law or a statute provides for either a right to indemnity and/or a right to contribution to any Party to this Agreement, then the right to pursue one or both of these remedies is preserved.

29. DESTRUCTION OF PREMISES

In the event the Premises are totally destroyed, this Agreement shall terminate.

30. COMPLIANCE

The Parties agree that in occupying and using the Premises, equipment, furnishing and supplies, and in performing the services provided under this Agreement, the Parties and their employees or agents shall at all times comply with applicable laws and regulations. The Parties intend that this Agreement shall comply with all applicable laws and regulations, and shall be so construed. If either Party determines in good faith that this Agreement violates any applicable law or regulation, the Parties shall make a good faith

attempt to modify the Agreement to comply with such laws and regulations. If such modification cannot be made, either Party may terminate this Agreement immediately.

31. CONFIDENTIALITY

The Parties acknowledge and agree that, during the course and scope of this Agreement, they may intentionally or inadvertently obtain confidential information concerning the other Party or the other Party's clients, including but not limited to financial information, information concerning business practices, trade secrets, employee information, or other proprietary or non-public information (collectively, "Confidential Information"). The Parties agree to maintain the confidentiality of such Confidential Information, and shall not disclose such Confidential Information without the other Party's prior consent unless such disclosure is required by applicable law. This condition shall survive the termination of this Agreement.

32. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Arizona.

33. FACSIMILE SIGNATURES


Copies of facsimile signatures for the Parties to this Agreement shall be valid.

FOR AND ON BEHALF OF THE
ARIZONA DEPARTMENT OF
ECONOMIC SECURITY


Procurement Manager Signature


Typed Name


Title


Date


ADES MOU No.

FOR AND ON BEHALF OF THE
SOUTHEASTERN ARIZONA
WORKFORCE CONNECTION


Signature of Authorized Individual

Vada Phelps
Typed Name

Executive Director
Title

March 17, 2016
Date


SEAWC MOU No.