

**WIOA Title IB Service Agreement**  
**Between**  
**Coconino County Health and Human Services**  
**and**  
**Coconino Workforce Development Board**

This WIOA Title IB Service Agreement (SA), effective upon approval of all parties, is between Coconino County Health and Human Services (CCHHS) and the Coconino Workforce Development Board (WDB). The SA will expire June 30, 2022, unless cancelled prior to that date in writing. This SA may be cancelled at any time by either party giving a 90-day written notice to the other party. The SA may be modified at any time by written modification mutually agreed upon by both parties.

**I. Purpose**

Provide for a partnership and legally binding agreement between CCHHS and the WDB to provide ARIZONA@WORK Adult, Dislocated Worker and Youth services under the Workforce Innovation and Opportunity Act (WIOA) Title IB for the Coconino Local Workforce Development Area (LWDA).

**II. Organizational Responsibilities**

**A. Coconino Workforce Development Board**

- i. Provide a maximum budget of \$787,939 for FY22 (July 1, 2021, to June 30, 2022) for personnel, operating costs, and direct services for the WIOA Title IB Adult, Dislocated Worker, and Youth programs.
- ii. Monitor and evaluate program development and progress monthly toward meeting enrollment goals, performance, and expenditure requirements.
- iii. Provide technical assistance to WIOA Title IB staff as needed and as requested by CCHHS.

**B. Coconino County Health and Human Services**

- i. Provide direct services of WIOA Title IB Adult, Dislocated Worker, and Youth programs as provided in the Scope of Work and described in WDB Policies and Local Strategic Workforce Development Plan.
- ii. Provide services, engage in activities, and expend funds in accordance with WIOA, WIOA Final Rules, United States Department of Labor Economic and Training Administration advisories, Workforce Arizona Council Policies,

- Arizona Department of Economic Security WIOA Policies.
- iii. As a subrecipient of Federal Funds, follow 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all other applicable state and federal laws, including the contractual provisions in 2 CFR 200.326 and 2 CFR part 2900.
  - iv. Provide WIOA staff including recruitment and onboarding, as applicable.
  - v. Provide office space, equipment, and furnishings for all associated staff, as necessary.
  - vi. Provide staff training and professional development.
  - vii. Monitor and evaluate program development and progress toward meeting enrollment and performance levels.
  - viii. Designate Title IB staff to be physically present at the Comprehensive One-Stop on a full-time basis.

### **III. Scope of Work, Enrollment and Performance**

#### **A. Scope of Work**

The services to be provided under this SA include assessment, intake, case management, development of individualized educational plan/individual service strategy, placement and follow-up for all eligible participants seeking WIOA Title IB services. Program staff are required to provide the following:

1. Assistance with enrollment and direction to services within the LWDA.
2. Determination of eligibility to receive assistance under Title IB of WIOA.
3. Outreach, intake, and orientation information and services available through the integrated delivery system of the LWDA.
4. Initial assessment of skill levels, aptitudes, abilities and need for supportive services (does not include testing).
5. Intensive Services as defined by WIOA regulations.
6. Supportive services to ensure participant success in both the program and after exit.
7. Written referrals to other WIOA core programs and One-Stop partners.
8. Job referral and placement assistance.
9. Follow-up services after exit for participants placed in employment and in need of additional assistance to retain employment.

## B. Title IB Program Services

Although WIOA distinguishes levels of service, this distinction is not intended to imply that there is a sequence of service. The following services can be provided in any order.

### 1. Basic Career Services

Basic Career Services are considered “universal services” and do not require eligibility determination or enrollment into the WIOA program.

### 2. Individualized Career Services

Individualized Career Services (ICS) are not considered universal services. Customers who receive ICS must be eligible under WIOA guidelines and enrolled in the WIOA Title IB program as a participant. Although WIOA distinguishes levels of service, this distinction is not intended to imply that there is a sequence of service.

### 3. Training Services

Training Services are not considered universal services. Customers who receive training services must be eligible under WIOA guidelines and enrolled in the WIOA Title IB program as a participant. Training opportunities may be virtual, classroom-based, work-based, or any combination.

### 4. Follow-up Services

Follow-up services must be provided for up to 12 months after the first day of employment for adults and dislocated worker participants placed in unsubsidized employment.

Follow-up services must be provided for up to 12 months after exit for youth participants.

An exception to providing follow-up service is made when an adult, dislocated worker, or youth participant opt-out of follow-up services. When participants opt-out, program staff must provide documentation of this request in the Arizona Job Connection program/case notes.

### 5. Youth Program Design Requirements

WIOA enhances the youth program design by emphasizing individual participant needs through adding new components and incorporating career pathways to the objective assessment and individual service strategy.

Additionally, WIOA requires that the individual service strategy be directly linked to one or more performance indicators. Therefore, a program design framework is an essential step to help develop comprehensive service strategies based upon individual needs.

A program design framework consists of an objective assessment, an individual service strategy, case management, and follow-up services that lead toward successful outcomes for youth participants (WIOA Section 129[c][1]).

#### 6. Youth Expenditures

A minimum of 20% of combined In-School Youth and Out-of-School Youth expenditures must be spent on Work Experiences (WEX). This calculation includes salary and ERE for WEX participants, the educational component, salary and ERE for staff working on the WEX and other expenses described in U.S. Department of Labor Employment and Training Administration Training and Employment Guidance Letter (TEGL) 8-15, TEGL 21-16, and DES Section 200 - Youth Program policy.

WEX expenditures will be tracked using the designated subdivisions in the Munis financial system. In order to comply with the 20% requirement, the estimated amount that must be spent directly on WEX participant salaries and employee related expenses is approximately \$75,026. Since the number of enrolled participants, educational component expenditures, staff hours spent on WEX, and other factors affect the minimum amount of direct WEX expenditures required, this estimated amount is subject to change. CCHHS will be given written notice of changes to the required WEX expenditure amount as soon as it is determined that a change is necessary. These changes do not require a modification to this SA.

A minimum of 75% of total Youth expenditures must be for Out-of-School Youth Expenditures (WIOA Section 129[a][4]). In-School Youth and Out-of-School Youth expenditures will be tracked using the designated subdivisions in the Munis financial system.

Administration costs are excluded from both expenditure calculations.

#### 7. Career Services Expenditures

Staff hours spent on Career Services activities must be tracked utilizing the designated project ledger account in the Munis financial system to comply with Arizona Department of Economic Security reporting requirements.

8. Comprehensive One-Stop

A full-time presence must be maintained at the ARIZONA@WORK Coconino County Comprehensive One-Stop. The WDB is responsible for paying the co-location costs at Comprehensive One-Stop.

9. Virtual Services

To ensure continuous service to all customers, virtual services must be offered if the CCHHS building, or the Comprehensive One-Stop is closed to the public for any reason. Telephone access may not be solely offered as a virtual service. Virtual services may include teleconferencing, kiosks, electronic applications, and virtual classrooms. If additional funding is required to provide virtual services, CCHHS may submit a written proposal to the WDB.

C. Goals and Requirements

1. Enrollment Goals

The following individualized career services enrollment number goals are recommended for Program Year 2021 (July 1, 2021, to June 30, 2022).

	Minimum (Goal)	Maximum
In-School Youth	0	9
Out-of-School Youth	29	36
Adult & Dislocated Worker	69	90
<b>Total</b>	<b>98</b>	<b>135</b>

2. Participant Enrollment and Cost Allocation

The enrollment goals listed in section III.C.1. provide parameters to ensure that WIOA Title IB funding is available in all programs when pooled costs are allocated based on participant counts. The maximum number is not intended to be barrier to customer access to WIOA services. The WDB and CCHHS will collaborate on enrollment numbers to ensure both customer and budgetary needs are met.

3. Performance Requirements

WIOA establishes primary indicators of performance for all programs. Performance levels are negotiated between the State of Arizona and WDB. The following performance levels must be met or exceeded in each program.

A performance level is considered to be met if the measure is reported at 10% above or below the level. Conversely, a performance level is exceeded if the measure is reported at greater than 100% of the level.

Performance Measure	PY21 Negotiated Level
<b>Adult</b>	
Employed 2 <sup>nd</sup> Quarter After Exit	71.4%
Employed 4 <sup>th</sup> Quarter After Exit	64.1%
Median Earnings in the 2 <sup>nd</sup> Quarter after Exit	\$4,679
Credential Attainment Rate	71.4%
Measurable Skills Gain	51.3%
<b>Dislocated Worker</b>	
Employed 2 <sup>nd</sup> Quarter After Exit	78.0%
Employed 4 <sup>th</sup> Quarter After Exit	68.1%
Median Earnings in the 2 <sup>nd</sup> Quarter after Exit	\$8,766
Credential Attainment Rate	70.8%
Measurable Skills Gain	50.0%
<b>Youth</b>	
Employed 2 <sup>nd</sup> Quarter After Exit	75.0%
Employed 4 <sup>th</sup> Quarter After Exit	66.5%
Median Earnings in the 2 <sup>nd</sup> Quarter after Exit	\$4,500
Credential Attainment Rate	57.0%
Measurable Skills Gain	60.0%

#### 4. Budget

The following funding is allocated to CCHHS. Budget adjustments may be necessary due to funding recessions, economic conditions, and other circumstances. Increases to budget amounts in each category will require an amendment to this SA with the exception of WEX expenditures. Changes to the WEX amount will be made as outlined in Section III.B.6. of this SA.

Category	Amount
Salaries & ERE	\$366,880
Indirect Costs	55,085
Operations and Capital	47,041
Travel	15,207
WEX Participant Salary & ERE	76,026
Participant Training & Support - Youth	66,000

Participant Training & Support - Adult & DW	161,700
<b>Total</b>	<b>\$787,939</b>

5. Participant Training and Support Expenditure Requirements

The minimum required training and support expenditures and maximum allowed amounts are:

Program	Minimum Required	Maximum Allowed
Youth	\$ 60,000	\$ 66,000
Adult & Dislocated Worker	147,000	161,700
<b>Total</b>	<b>\$207,000</b>	<b>\$227,700</b>

6. Reporting

CCHHS will report to WDB staff monthly on program development and progress toward meeting enrollment goals and performance levels using a report template provided by the WDB. Arizona Job Connection Tableau reporting will be utilized to determine number of enrollees.

7. Meeting of Requirements

a) Performance Requirements

The WDB will meet with CCHHS regularly to monitor performance levels and provide technical assistance in meeting the performance levels. If performance levels are not met for the program year ending June 30, 2022, the Arizona Department of Economic Security will impose sanctions and corrective actions to the LWDA. Therefore, performance history will be a factor used by the WDB for future selection of WIOA Title IB program providers.

b) Participant Training and Support Expenditure Requirements

The minimum training and support expenditure requirements listed in section III.C.4. must be met. The WDB and CCHHS will meet regularly to evaluate year-to-date expenditures and anticipated expenditures. The WDB and CCHHS will meet regularly to evaluate year-to-date expenditures and anticipated expenditures. With agreement of both parties, funds may be reprogrammed by the WDB to ensure that PY20/FY21 WIOA Title IB funds allocated to the LWDA are expended by their expiration date of June 30, 2022. Meeting expenditure requirements will be a factor used by the WDB for future selection of WIOA Title IB program providers.

## 8. Staffing

### a) WIOA-Designated Positions

CCHHS agrees to retain the following positions for the purpose of providing the WIOA Title IB services outlined in this SA.

- 1.0 FTE Program Manager I
- 3.0 FTE Workforce Development Specialist
- 1.0 FTE Administrative Specialist I

### b) Time Allocation

A minimum of 90% of staff time of any WIOA-designated position will be used for WIOA activities. If emergencies within CCHHS arise which necessitate WIOA staff perform other departmental activities, the WDB must be notified immediately and documented arrangements between the parties must be made to ensure there are no gaps in service delivery. Staff time and salaries will be allocated in accordance with the Coconino County WIOA Cost Allocation Plan.

### c) Continuity of Service

Staffing levels set with this SA must be maintained to ensure continuity of service to customers. The WDB must be notified immediately when a position is vacated. If a position remains vacant for an extended period of time, CCHHS will ensure continuity of services by procuring temporary staffing or by other means. Overlap of staff within the same position for training purposes is encouraged. If additional funds are required for this purpose, CCHHS may request additional funds in writing.

### d) Other Positions

CCHHS may expend funds on other staff time (i.e. HHS Deputy Director, greeter, finance staff) for the performance of work directly related to WIOA activities. Total salary and ERE may not exceed the amount listed in section III.C.4.

## 9. Miscellaneous

- a) Each party and its employees and agents shall maintain confidentiality of and safeguard all confidential information of the other party including without limitation, client information, business practices, information systems, security passwords, financial information and property information (collectively referred to as "Confidential Information"), and



shall not disclose such Confidential Information or make it available to any person, or use it in any way other than as contemplated by this SA. Each party's obligations to maintain and safeguard, not to disclose such Confidential Information or make it available to any person or use it in any way other than as contemplated by this SA. Each party shall further report to the other party any use or disclosure of Confidential Information that it becomes aware of, and which is not authorized by this SA. Each party's obligations to maintain and safeguard, not to disclose, and to report unauthorized disclosures of Confidential Information shall survive the termination of this SA.

- b) The ARIZONA@WORK Coconino County brand must be utilized on all media intended for public, including outreach documents and materials. ARIZONA@WORK brand standards must be followed. Additionally, Department of Labor funding attribution and the Equal Opportunity statement must appear on all materials.
- c) The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, and nondiscrimination.
- d) Conflict of Interest. This SA is subject to Section 38-511 of the Arizona Revised Statutes. This SA may be canceled if any person significantly involved in initiating, negotiating, securing, drafting, or creating this SA on behalf of either party is and employee, consultant, or agent of any other party to this SA.
- e) If a dispute arises under this SA, the parties agree to exhaust all applicable administrative remedies.
- f) Each party under this SA shall maintain adequate insurance to cover its obligations under this SA.
- g) If CCHHS or WDB's performance under this SA depends upon the appropriation of funds by any other entity including, but not limited to the Arizona Department of Economic Security, and if any of these entities fail to appropriate the funds necessary for operation and performance, either party may provide written notice of cancellation to cancel this SA without further obligation.

10. General Agreement

- a) This SA constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This SA shall be governed by the laws of Arizona, the courts of which state shall have jurisdiction over its subject matter.
- b) The individuals signing below on behalf of CCHHS and WDB hereby represent and warrant that s/he is duly authorized to execute and deliver this SA on behalf of their respective entities and that this SA is binding upon the parties in accordance with its terms.

IV. Signatures

**Coconino County Health and Human Services      Coconino Workforce Development Board**

*Kim Musselman*      9.02.2021  
 Kim Musselman      Date  
 Director

Aaron J Tabor, Digitally signed by Aaron J Tabor, PhD  
Date: 2021.09.02 10:41:58 -07'00'  
 PhD  
 \_\_\_\_\_  
 Aaron J. Tabor, Ph.D.      Date  
 Chair

**Coconino County Board of Supervisors**

ATTEST:

*Matt Ryan*      9/7/21  
 Matt Ryan      Date  
 Chair

*Trinity Deery*  
 Clerk of the Board

Approved as to form:

*Rose W...*  
 Deputy County Attorney