



# MOHAVE COUNTY REQUEST FOR BOARD ACTION FORM

FROM: Michael Smith, **Community Services** Director  
 CONTACT/EXT: Michael Smith, Ext. 4780  
 DATE: May 9, 2024  
 BOS MEETING DATE: May 20, 2024

FORMAL ACTION	<input type="checkbox"/>
CONSENT	<input checked="" type="checkbox"/>
RESOLUTION	<input type="checkbox"/>
OTHER	<input type="checkbox"/>
INFORMATION ONLY	<input type="checkbox"/>

### SUMMARIZE THE ISSUE & DESIRED ACTION CLEARLY/ATTACH BACKUP MATERIAL:

The Workforce Innovation and Opportunity Act (WIOA) and the WIOA Final Rules issued by U.S. Department of Labor requires that when local organizations, such as Mohave County Community Services Department, function simultaneously in a variety of roles, including local fiscal agent, local WDB staff, one-stop operator, and direct provider of services, and the organization has been selected or otherwise designated to perform more than one of these functions, a written agreement must be developed with the Local WDB and the Chief Elected Official to clarify how the organization will carry out its responsibilities while demonstrating compliance with WIOA and corresponding regulations, relevant Office of Management and Budget circulars, and the State's conflict of interest policy.

On April 25, 2024, the Mohave/ La Paz WDB approved the MOU at their regular meeting.

### RECOMMENDED MOTION:

Approve the Memorandum of Understanding (MOU) Regarding Conflict of Interest between the Mohave County Community Services Department and the Mohave/La Paz Workforce Development (WDB) and authorize the Chairman of the Mohave County Board of Supervisors to sign the MOU.

**Reviewed and Approved By:**

County Attorney <input checked="" type="checkbox"/>	Human Resources <input type="checkbox"/>	Finance <input checked="" type="checkbox"/>	County Manager <input checked="" type="checkbox"/>
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### Board Action Taken:

Approved as Requested <input checked="" type="checkbox"/>	No Action Taken <input type="checkbox"/>	Disapproved <input type="checkbox"/>
Continued to _____	<input type="checkbox"/> Approved with the following changes:	

Acknowledged receipt and referred to: \_\_\_\_\_

### Filing Information and Retrieval

Filed Bid _____	Filed Agreement _____
BOS Resolution _____	Filed Yearly Correspondence _____
Filed Petition _____	Filed Dedication _____
Filed Land Sold _____	Filed Land Acquired _____
Filed Franchise _____	ID Resolution _____
Filed Improvement District _____	Filed Other <u>Workforce Dev. Board</u>

Date Routed: 5/21/24  
 Additional Information:

XC: Returning 1 signed original MOU.

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Kenda Robinson  
Workforce Development Board  
Chairperson

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**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE MOHAVE/LA PAZ WORKFORCE DEVELOPMENT BOARD (WDB) AND MOHAVE COUNTY TO ALLOW THE MOHAVE COUNTY COMMUNITY SERVICES DEPARTMENT (MCCSD) TO PROVIDE WIOA TITLE I B SERVICES AND TO ADDRESS POTENTIAL CONFLICTS OF INTEREST**

**A) PURPOSE:**

The purpose of this Agreement is to provide an instrument for the Mohave/La Paz Workforce Development Board (WDB) to select Mohave County’s designee, the Mohave County Community Services Department, to be the provider of Career Services for WIOA Title I B Adult and Dislocated Worker and to provide career coaching and other services for WIOA Youth for Mohave/La Paz Workforce Development Area (WDA) in accordance with the attached Scope of Services. In addition, this MOU recognizes WDB approved firewalls to mitigate potential conflicts of interest between provider of service and oversight of those services and the grantee/fiscal agent.

**B) BACKGROUND**

The Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 113-128 was signed into law on July 22, 2014. The Act took effect on July 1, 2015 and Final Rules were issued for WIOA by Department of Labor on August 19, 2016 in the Federal Register, Vol.81, no. 161.

Mohave County and La Paz County have duly constituted themselves to be the Mohave/La Paz Workforce Development Area for purposes of WIOA Section 107(c)(1)(B), and the Chief Local Elected Officials, hereinafter referred to as “CLEO”, have constituted themselves as the Mohave County and La Paz County Boards of Supervisors Chairpersons. The Workforce Development Area shall be governed by the Chief Local Elected Officials (CLEO) of each member jurisdiction, or the designee thereof, as provided in the Partnership Agreement or IGA.

Mohave County Board of Supervisors is the grant recipient and fiscal agent as outlined in WIOA 107(d)(12)(B)(I)(II) and is the lead CLEO (LCLEO) per the Partnership Agreement between Mohave and La Paz Counties. As the LCLEO, the Mohave County Board of Supervisor’s Chairman has signatory authority to sign contracts and enter into agreements related to the WIOA.

The purpose of the Workforce Development Board (WDB) is defined as (20 CFR 679.300(b) :

1. Provide strategic and operational oversight in collaboration with the required and additional partners and workforce stakeholders to help develop a comprehensive and high-quality workforce development system in the local area and planning region;
2. Assist in the achievement of the State's strategic and operational vision and goals as outlined in the Unified State Plan or Combined State Plan; and
3. Maximize and continue to improve the quality of services, customer satisfaction, and effectiveness of the services provided.

The WDB with the agreement of the CLEO is responsible for the selection of Operators and Providers of Career Services and Eligible Training Providers and where appropriate terminate such providers (WIOA section 107 (d) (10)). The One Stop Operator had to be competitively procured according to WIOA section.107 (g)., however, according to Department of Labor guidance there is no clear statutory requirement for provision of career services and therefore Local WDB's do not have to undertake a competitive process to offer career services (WIOA Final Rule, Federal Register, Vol. 81, No. 161 August 19, 2016, p.16105.) Also, the grant recipient/designated fiscal agent has the option to provide directly some or all of youth workforce investment activities (20 CFR 681.400). However, Department of Labor TEGL 21-16, indicates that this is a decision of the local board not the grant recipient/fiscal agent.

A request for proposal (RFP) 17-P-02 was issued by Mohave County Procurement Department on February 28, 2017 and on June 5, 2017 the Mohave County Board of Supervisors awarded a contract to Goodwill Industries of Northern Arizona to provide One Stop Operator and WIOA Title IB Adult, Dislocated Worker Career Services based upon recommendation by the WDB RFP Review Committee. The Mohave/ La Paz WDB is not a legal entity capable of awarding contracts directly to service providers. Mohave County, the WIOA grantee, agreed to continue to provide its WIOA Youth program services through its Community Services Department.

At the October 17, 2018 WDB Meeting, Goodwill of Central and Northern Arizona announced that it would be ending its contract for WIOA One Stop Operator and provider of career services for the Adult and Dislocated Worker programs for the WDA effective December 31, 2018. At that meeting the WDB wanted Mohave County Community Services Department (MCCSD) to take over the provision of these services. The One Stop Operator would need to be competitively procured per WIOA. The One Stop Operator procurement, RPF 18P09, was issued by Mohave County Procurement Department on November 21, 2018 and award was made by the Mohave County Board of Supervisors on January 22, 2019 to Jason Millin, independent contractor, based upon the WDB Review Committee recommendation. At the January 16, 2019 WDB meeting the board voted unanimously for MCCSD to provide career services for WIOA Title 1 B, Adult, DW and to operate the WIOA Youth Program, providing case management and other services through June 30, 2020. MCCSD explained that it would follow the same local performance standards that were in the previous contract with Goodwill. The board also established the WDB Performance

Review Committee as a means to mitigate any potential conflict of interest, establish appropriate firewalls, and provide oversight.

At the July 17, 2019 WDB Meeting the board approved a Memorandum of Understanding with Mohave County that addresses potential conflicts of interest and identifies Mohave County Community Services as the provider of Career Services for WIOA Title I B Adult and Dislocated Worker and to provide case management and other services for WIOA Youth. This MOU was signed by the Mohave County Board of Supervisors on August 6, 2019. The duration of the agreement was through June 30, 2020.

### C) CONFLICT OF INTEREST/FIREWALLS:

Local organizations often function simultaneously in a variety of roles, including local fiscal agent, Local WDB staff, One Stop Operator, and direct provider of services. Any organization that has been selected or otherwise designated to perform more than one of these functions must develop a written agreement with the Local WDB and CEO to clarify how the organization will carry out its responsibilities while demonstrating compliance with WIOA and corresponding regulations, relevant Office of Management and Budget circulars, and the State's conflict of interest policy (20 CFR 679.430). The same person or department cannot both provide services and oversee/monitor the provision of those services (Joint WIOA Final Rule, page 55898; Federal Register, Vol 81, no. 161, August 19, 2016). There must be appropriate firewalls between staff providing services and staff responsible for oversight and monitoring of services to ensure that the same person or department is not overseeing, monitoring, and evaluating its own performance in providing services. This provision applies when the same entity is a direct service provider and provides staff to the LWDB, or when the One Stop Operator serves also as a direct service provider (20 CFR 678.625).

The Workforce Development Manager reports to the Director. The Director is not involved in any of day-to-day operations associated with Workforce Development program, administrative oversight is provided only. Changes and/or reviews to Workforce Programs operations are completed through the Performance Review Committee. The Workforce Development Manager meets with the Performance Review Committee at a minimum, quarterly, to provide updates on program negotiated outcomes, expenditures throughout Adult, Dislocated Worker and Youth programs accounting for community support and positive movement towards measurable outcomes. Any changes, requests for ratifications, strategic guidance or approvals that occur within the quarterly Performance Review Committee Meetings are then presented to the entire Workforce Development Board for recommendations and further action. The Workforce Development Manager would, then, be given the recommendation and strategic guidance after the entire Workforce Development Board has voted to move forward with strategic guidance, action, and/or ratifications. The Workforce Development Manager is responsible to develop the plan to carry these new recommendations and guidance forward. The Finance personnel do not have access to program information, and the Workforce Development Manager does not have access to the finance data base to ensure continuity of the program.

#### D) WDB PERFORMANCE REVIEW COMMITTEE:

In an effort to prevent any conflict of interest and to establish firewalls between MCCSD as representative of the grantee/fiscal agent and a provider of career services for Title 1 B Adult, Dislocated Worker and Youth, and also the agency that would be responsible for oversight and monitoring of those services, the WDB established the WDB Performance Review Committee as Standing Committee of the WDB with the responsibilities listed below:

1. Develop, review and approve local performance standards for contractors/service providers;
2. Review fiscal and programmatic performance of contractors/service providers;
3. Report to the WDB on contractor/service provider performance;
4. Make recommendations to the WDB for corrective action regarding service provider deficiencies and corrective action plans;
5. Review monitoring results and make recommendations to the WDB;
6. Make recommendations to the WDB regarding renewal of contracts or MOU's for contractors/service providers.

In addition to the Performance Review Committee and Local WDB performance standards for enrollment and expenditure of funds and business services, MCCSD and the WDB acknowledge the following firewalls to ensure no potential conflicts of interest or mismanagement arise:

1. MCCSD financial administration, including WIOA funding, is monitored by Mohave County Finance Department and must meet Mohave County fiscal controls on an ongoing basis. In addition, Arizona Department of Economic Security (ADES) performs fiscal monitoring of the grant at least annually.
2. The WDB has developed the WDB Monitoring Policy for both program and fiscal monitoring that applies to any contractor including MCCSD and will involve oversight of the WDB Performance Review Committee.
3. ADES annually monitors MCCSD WIOA programs.
4. The WDB understands that the board could hire a Director and staff to the board out of WIOA administration funds; however, the WDB has not chosen to exercise this option. In Mohave/La Paz WDA, the LCLEO appointed the WDA Director to assist the WDB in the performance of its duties and the WDB supports this appointment.
5. The Workforce Development Manager is responsible for WIOA program operations and supervision of staff and as contractor of services for Title 1B Adult, Dislocated Worker and Youth program, reports to the WDB Performance Review Committee and the WDB. The Workforce Program Manager is housed within the Mohave County Community Services Department (MCCSD) and reports to the MCCSD/WDA Director under the county system. However, the MCCSD/WDA Director is not involved in the day-to-day operations or direct supervision of program staff.

#### E) SCOPE OF SERVICES:

MCCSD agrees to operate the WIOA Title IB Adult, Dislocated Worker and Youth Program and provide career services and Youth Program career coaching and other services as directed by the WDB, with the approval of the Lead Chief Local Elected Official (LCLEO), the Chairman of the Mohave County Board of Supervisors, in accordance with Attachment A- Scope of Services.

MCCSD understands that as a service provider under WIOA Title IB, the department, as a part of Mohave County government, is considered a sub-recipient of federal funds and must follow the uniform guidance at 2 CFR Part 200, including the contractual provisions in 2 CFR 200.326 and 2 CFR part 2900. Mohave County has also agreed to the above in Intergovernmental Agreements with ADES.

WDB agrees to implement appropriate firewalls as specified herein so as to fulfill the purposes of this MOU, and MCCSD agrees to comply with the WDB implemented firewalls.

**F) DURATION:**

This Agreement shall become effective upon approval by the Mohave County Board of Supervisors and the Mohave La Paz Workforce Development Board (WDB) and execution of this Agreement by the parties' authorized representatives, and shall continue through June 30, 2025.

**G) METHOD OF PAYMENT:**

Payments will be made on a cost reimbursement basis. MCCSD bills Arizona Department of Economic Security (ADES) on a monthly basis. MCCSD provides Monthly Expenditure and Cash Draw Reports and Detailed Expenditure Breakdown to ADES. The WDB approves expenditures at their quarterly meetings.

**H) TERMINATION:**

This Agreement may be terminated for breach, default, cause or convenience by either party by giving thirty (30) days written notice to the other party of its intention to terminate this Agreement.

**I) MODIFICATION:**

This Agreement may be modified at any time with written notice of the WDB or LCLEO and with written agreement of the parties.

**J) RENEWAL:**

This Agreement may be renewed at the request of the WDB and the written agreement of LCLEO for an additional one (1) year period.

**K) DISPUTES, GRIEVANCE AND CLAIMS:**

Disputes should be resolved at the lowest level and would first involve a meeting of the MCCSD Director and WDB Chair. If resolution is not achieved at that level, a meeting between WDB,

MCCSD and the LCLEO will be called to reach a resolution. If resolution is still not be achieved, all the parties agree to submit the disputes arising out of or relating to this agreement through arbitration, to the extent required by A.R.S. §§ 12-1518(B) and 12-133, except as may be required by other applicable statutes.

**L) PERFORMANCE REPORTING:**

MCCSD reports programmatic and fiscal performance to the WDB Performance Review Committee on a monthly basis, which in turn reports to the WDB quarterly. MCCSD also reports to ADES as follows: No later than the 30th day following each month in which services were provided during the contract term, the Contractor shall submit financial reports to ADES in the form set forth within that contract and will submit ETA 9130 Quarterly Report within thirty (30) days after the end of the quarter.

**M) MONITORING:**

MCCSD is continually monitored by the WDB Performance Review Committee and the WDB for compliance with local performance standards. Also, MCCSD follows the WDB Monitoring Policy which calls for an audit annually for any contractor which will be an internal programmatic and fiscal audit to be conducted at the end of the fiscal year in accordance with the policy and 20 CFR § 683.410 and the uniform administrative requirements at 29 CFR parts 95 and 97. In addition, ADES will monitor the MCCSD annually and /or any subcontractor(s) who shall cooperate in the monitoring of services delivered; facilities; records maintained and fiscal practice.

**N) RECORDS:**

All records are the property of the Mohave/La Paz Workforce Development Area, Mohave County, ADES, and U.S. Department of Labor and are subject to inspection and audit. MCCSD must retain these records for five (5) years after the date of their last expenditure report. If any litigation, claim, negotiation, or audit is started before the expiration of the five (5) year period, all records related to this agreement must be retained until all findings have been resolved and final action taken or until the end of the regular five (5) year period, whichever is later.

**O) AUDIT:**

All records shall be subject to inspection and audit by the U.S. Department of Labor and the State of Arizona at reasonable times. Upon request, MCCSD shall produce the original of any or all such records. The WIOA program is subject to Federal Single Audit Act requirements.

**P) COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS:**

MCCSD will abide and comply fully with all state, federal, and local, laws, ordinances, rules, regulations and/or executive orders, including but not limited to provisions of the laws listed below:

• WIOA Section 188, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title IB financially assisted program or activity;

• Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

• Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

• The Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified people with disabilities based on disability;

• The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;

• Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs;

• Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.52.1;

• 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the operation of the WIOA Title IB financially assisted program or activity, and to all agreements the contractor makes to carry out the WIOA Title I-B financially assisted program or activity. The undersigned understands the United States has the right to seek judicial enforcement of this assurance.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates set forth opposite their signatures below.


MOHAVE/LA PAZ WORKFORCE DEVELOPMENT  
BOARD

Kendra Robinson  
K. Robinson, Madam Chair

4/11/24  
Date




**MOHAVE COUNTY, a body politic and corporate  
and political subdivision of the State of Arizona**


  
Hildy Angius, Chairman of the  
Mohave County Board of Supervisors

5-20-2024  
Date

APPROVED AS TO FORM AND  
AUTHORITY TO ENTER AGREEMENT:

ATTEST:

  
Tingwei Chavez  
Deputy Mohave County Attorney

  
Laura Skubal  
Interim Clerk of the Board