



MEMORANDUM

Date: July 15, 2024

To: The Honorable Chair and Members
Pima County Board of Supervisors

From: Jan Leshner 
County Administrator

Re: **Additional Information for the July 16, 2024 Board of Supervisors Meeting – Regular Agenda Item #16 - JobPath Contract**

Attached please find a red-lined version of the JobPath contract, which indicates what changes have been made in the previous JobPath contracts.

JKL/dym

Attachment

- c: Carmine DeBonis, Jr., Deputy County Administrator
- Francisco García, MD, MPH, Deputy County Administrator & Chief Medical Officer
- Steve Holmes, Deputy County Administrator
- Dan Sullivan, Director, Community & Workforce Development
- Heath Vescovi-Chiordi, Director, Economic Development

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Pima County Department of ~~Economic~~Community & Workforce Development

Project: Workforce Development Services, Job Training Assistance

Contractor: Job Path Inc.

Amount: ~~\$600,000.00~~

Contract No.: CT-CR-23-459

Funding: ~~General Fund~~Contract Amendment No.: 1

~~PROFESSIONAL SERVICES CONTRACT Parties and~~

Orig. Background			
Parties. This Contract Term:	07/01/2023 - 06/30/2024	Orig. Amount:	
			\$750,000.00
Termination Date Prior Amendment:	N/A	Prior Amendments Amount:	\$ 0.00
Termination Date This Amendment:	06/30/2025	This Amendment Amount:	\$600,000.00
		Revised Total Amount:	\$1,350,000.00

CONTRACT AMENDMENT

The parties agree to amend the above-referenced contract as follows:

1. Background and Purpose.

~~1.1. Background. is between Pima On July 1, 2023, County, a body politic and corporate of the State of Arizona ("County"), and Job Path Inc ("Contractor"). entered into the above referenced agreement to provide Workforce Development Services, Job Training Assistance.~~

~~1.2. Purpose. Consistent with Board of Supervisors direction on May 21, 2024, County requires additional Workforce Development Services at a reduced annual funding amount of \$600,000.00. Additionally, it is appropriate to transition contract administration from the Economic Development department to Community & Workforce Development, beginning July 1, 2024.~~

~~1.2. Term. Authority. County selected Contractor pursuant to and consistent with Board of Supervisors Policy D29.6, III-C. The County is exercising~~

~~1.3. Background and Purpose. Pursuant to A.R.S. §11-254.04, County may appropriate and spend public monies for and in connection with activities that the County Board of Supervisors finds and determines will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of first extension option to renew the County inhabitants.~~

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~~County finds that the provision of workforce development services is in the best interest of the residents of the County and therefore, requires the services of an entity qualified to provide such services to local residents.~~

~~Contractor is qualified, experienced, and able to provide workforce development services.~~

~~2. Term.~~

~~2.1. Initial contract for one additional year commencing **Term**. The term of this Contract commences on July 1, 2023~~2024~~ and will terminate~~terminating~~ on June 30, 2024 (“Initial Term”). “Term,” when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2.2025. If the commencement date of the Initial Term is before the signature date~~Effective Date~~ of the last party to execute this Contract~~amendment~~, the parties will, for all purposes, deem the Contract~~amendment~~ to have been in effect as of the commencement date.~~

~~2.2. Extension Options. County may renew this Contract for up to four (4) additional periods of up to 1 year each (each an “Extension Option”). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.~~

~~3. Scope of Services. Contractor will provide County with the services described in Exhibit A (6 pages).~~

~~4. Compensation and Payment.~~

~~4.1. Rates; Adjustment. County will pay Contractor at the rates set forth in Exhibit B (2 pages). These rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.~~

~~4.2. Maximum Payment Amount. The maximum amount the County will spend under this Contract, as set forth in Section 4, is increased by \$600,000.00. County’s total payments to Contractor under this Contract~~contract~~, including any sales taxes, may~~will~~ not exceed \$750,000.00 per year (the “NTE Amount”). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County’s total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor’s own risk.~~

~~4.3. Sales Taxes. The payment amounts or rates in Exhibit B do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.~~

~~4.4. Timing of Invoices. Contractor will invoice County on a monthly basis unless a different billing period is set forth in Exhibit B. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service~~

for which Contactor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6 months late.

~~4.5. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.~~

~~4.6. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Exhibit B, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.~~

~~5. Insurance. Contractor will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.~~

~~5.1. Insurance Coverages and Limits. Contractor will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.~~

~~5.1.1. Commercial General Liability (CGL) — Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include coverage for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.~~

~~5.1.2. Business Automobile Liability — Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,135,000,000 Each Accident.~~

~~5.1.3. Workers' Compensation and Employers' Liability — Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee disease.~~

~~5.1.4. Professional Liability (E & O) Insurance — This insurance is required for work from professionals whose coverage is excluded from the above CGL policy.~~

~~The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this contract.~~

~~5.2. Additional Coverage Requirements:~~

- ~~5.2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.~~
- ~~5.2.2. Additional Insured Endorsement: The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.~~
- ~~5.2.3. Subrogation Endorsement: The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.~~
- ~~5.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.~~
- ~~5.2.5. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).~~
- ~~5.2.6. Subcontractors: Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.~~

~~.00.~~

~~5.3. Notice of Cancellation:~~

~~Contractor must notify County, within two (2) business days of Contractor's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or contract number and project description.~~

~~5.4. Verification of Coverage:~~

- ~~5.4.1. Contractor must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.~~
- ~~5.4.2. County may at any time require Contractor to provide a complete copy of any Required Insurance policy or endorsement. Note: Contractors for larger projects must~~

provide actual copies of the additional insured and subrogation endorsements.

~~5.4.3. Contractor must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Contract commences. Contractor must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Contract.~~

~~5.4.4. All insurance certificates must be sent directly to the appropriate County Department.~~

~~5.5. Approval and Modifications:~~

~~The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.~~

~~6. Indemnification. To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.~~

~~7. Laws and Regulations:~~

~~7.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.~~

~~7.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.~~

~~7.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.~~

~~8. Independent Contractor. Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment related benefits, or assert any protections, under~~

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~~the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.~~

~~9. **Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.~~

~~10. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.~~

~~11. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.~~

~~12. **Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).~~

~~13. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.~~

~~14. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.~~

~~15. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.~~

~~16. **Termination by County.**~~

~~16.1. **Without Cause.** County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.~~

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~~16.2. **With Cause.** County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.~~

~~16.3. **Non-Appropriation.** Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.~~

~~17. **Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:~~

County: _____	Contractor: _____
Director, Pima County Economic Development	CEO
Pima County	Job Path Inc
201 N Stone Ave, 2 nd Floor	616 N Country Club Road, #110
Tucson, Arizona 85701	Tucson, AZ 85716
Phone: 520-724-4444	Phone: 520-324-0402

~~18. **Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.~~

~~19. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.~~

~~20. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.~~

~~21. **Books and Records.** Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.~~

~~22. **Public Records.**~~

~~22.1. **Disclosure.** Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, these documents are subject to release and/or review by the general public upon request, including competitors.~~

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~~22.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade secret or otherwise confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.~~

23. ~~Legal Arizona Workers Act Compliance.~~

~~23.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.~~

~~23.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.~~

~~23.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.~~

~~23.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:~~

~~"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."~~

~~24. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.~~

~~25. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Contractor is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.~~

~~3. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the have revised the Budget as described in the attached **Exhibit B** (2 pages).~~

~~4. **Scope of Services.** The parties have revised the Scope of Services as described in the attached **Exhibit A** (7 pages). **Exhibit C – Performance Metrics** (1 page) is added and incorporated into the Scope of Services.~~

~~5. **Notice.** Section 17 of the Contract, Notice, is revised to replace the contacts, addresses, and phone numbers, as follows:~~

County: _____	Contractor: _____
<u>Director, Pima County Community &</u>	<u>CEO</u>
<u>Workforce Development</u>	<u>Job Path Inc.</u>
<u>2797 E. Ajo Way, Third Floor</u>	<u>PO Box 12519</u>
<u>Tucson, AZ 85713</u>	<u>Tucson, AZ 85732</u>

~~26. **All parties.**~~

~~27. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.~~

~~This agreement will become effective when all parties have signed it. The effective date of the agreement will be the date this agreement is signed by the last party (as indicated by the date associated with that party's signature) other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.~~

PIMA COUNTY

CONTRACTOR

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Chair, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM

Deputy County Attorney

Print DCA Name

Date

Authorized Officer Signature

Printed Name and Title

Date

APPROVED AS TO CONTENT

Dan Sullivan, Director, ~~Economic Development~~

Date

**Exhibit A (67 pages)
Scope of Services**

1. PROGRAM OVERVIEW.

- 1.1. Contractor will provide career counseling and case management for individuals seeking employment or advancement in targeted ~~industries identified by the Workforce Investment Board (WIB)~~ occupations that provide family sustaining wages
- 1.2. Unless otherwise specified herein, participation in programs and activities financially assisted in whole or in part by this Contract shall be open to citizens of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the U.S. Attorney General to work in the United States.

2. PROGRAM GOALS.

- 2.1. Prepare participants for current and projected demand occupations that offer adequate wages for self-sufficiency or that have a clear career path leading to self-sufficiency wages.
- 2.2. Assist in the economic development of Pima County by helping to develop a trained and productive labor force that meets employer needs.
- 2.3. Coordinate workforce efforts with the Pima County ARIZONA@WORK Career Center ~~(formerly the Pima County One-Stop)~~ ("County," when used in this Exhibit A, refers to Pima County ARIZONA@WORK, mandated partners, and other contractors.
- 2.4. Seek opportunities to collaborate in a way that avoids participant confusion that can be caused by enrollment in both County and Contractor programming. The long-term goal should be to make participants like they are participating in a single, integrated program, with Contractor and County facilitating complementary services, rather than feeling like they are enrolled in disparate programs.

3. PROGRAM ACTIVITIES.

3.1. General Provisions:

- 3.1.1. No activities performed under this Contract may displace a currently employed worker. Displacement includes not only firing or layoff, but also partial displacement such as a reduction in hours of non-overtime work or a reduction of employment benefits. Contractor will prohibit displacement in all subcontracts.
- 3.1.2. ~~If involved in participant job placement activities with the Pima County ARIZONA@WORK Career Center ("Pima County ARIZONA@WORK"),~~ Contractor must ensure that participants are not placed for employment:

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3.1.2.1. On the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or as a place for religious worship;

3.1.2.2. In activities that are not covered under the Occupational Safety and Health Act of 1970. Participants are not required or permitted to work, be trained, or receive services in buildings or surroundings under which working conditions are unsanitary, hazardous or dangerous to the participants' health or safety;

~~3.1.2.3.~~ 3.1.3. ~~If involved in participant job placement activities with the Pima County ARIZONA@WORK,~~ Contractor must ensure that any participant employed or trained for inherently dangerous occupations (e.g. fire or law enforcement) is assigned to entities that consistently follow reasonable safety practices.

3.2. Grievances. Contractor will:

3.2.1. Have and follow a written grievance process to provide all applicants and participants with the opportunity for a fair hearing to redress grievances arising from the delivery of contracted services, including, but not limited to:

3.2.1.1. Ineligibility determination;

3.2.1.2. Reduction in services;

3.2.1.3. Suspension or termination from program participants; or

3.2.1.4. Quality of service.

3.2.2. Ensure that all applicants and participants are advised of their right to present any grievances to County or to the State.

3.3. General Requirements. Contractor will:

3.3.1. Provide career counseling and case management ("sponsorship") to help individuals gain skills and competencies needed to obtain, or advance in, career ladder employment ~~resulting in WIB-targeted industries~~ higher wages. Individuals may be unemployed or employed while receiving services.

3.3.2. ~~Regularly~~ As soon as Contractor's staff are fully trained by County under Section 3.5.2, enter relevant participant data into County required database(s) in a timely manner (if possible, within two business days of receipt of the information).

3.3.3. Beginning July 1, 2024, accept new referrals for services to be provided under this Contract from County.

3.3.4. Contractor must obtain and use a computerized, browser-based, cloud-based timekeeping system to track and report hours worked and leave accrued/used by employees employed under this Contract

~~3.3.3.3.5.~~ Maintain a file (electronic) on each participant that includes:

~~3.3.3.1.3.3.5.1.~~ Intake demographic details.

~~3.3.3.2.3.3.5.2.~~ Grievance and information release forms signed by the participant.

~~3.3.3.3.3.3.5.3.~~ Copies Digital images of employment authorization documents consistent with employer required I-9 documentation.

~~3.3.3.4.3.3.5.4.~~ A record of all employment and training activity changes.

~~3.3.3.5.3.3.5.5.~~ A record of enrollment in training programs or courses.

~~3.3.3.6.3.3.5.6.~~ Copies Digital images of training credentials.

~~3.3.3.7.3.3.5.7.~~ A record of supportive service referrals.

~~3.3.3.8.3.3.5.8.~~ Post-participation employment and follow-up information.

~~3.3.4.3.3.6.~~ Maintain a list of all applicants and the reason(s) for selection or non-selection.

~~3.3.5.3.3.7.~~ Provide career counseling and sponsorship to participants pursuing degrees, certifications or apprenticeships in high-demand career fields.

~~3.3.6.3.3.8.~~ Conduct outreach to unemployed and underemployed members of low-income households in Pima County. Outreach must include:

~~3.3.6.1.3.3.8.1.~~ Introductions to Job Path programs and services.

~~3.3.6.2.3.3.8.2.~~ Information on local employment and training programs.

~~3.3.6.3.3.3.8.3.~~ Assistance in completing applications for Job Path sponsorship.

~~3.3.7.3.3.9.~~ Ensure that participants enroll in a degree program, a certification program or an apprenticeship program in a career area where there is a demand for skilled workers. Participants may receive assistance for tuition, books, fees, transportation, fuel, childcare, housing, utilities, and emergencies other urgent or unexpected expenses that can impact a participant's ability to complete their program of study. Need for assistance will be determined on a case-by-case basis. The parties will collaborate to develop a mutually agreeable Supportive Services Policy that, when complete, will apply to assistance provided under this Contract.

3.3.10. When possible, coordinate requests for assistance under Section 3.3.8 with County to ensure more-restrictive funding sources are exhausted before funds under this Contract are utilized for assistance.

~~3.3.8.3.3.11.~~ Ensure that participants meet bi-monthly in peer-support sessions with the ~~career counselor~~success coach and with other participants in their education or job training area.

~~3.3.12.~~ Ensure Success Coaches and County Case Managers meet quarterly to discuss co-enrolled participants and that the results of those meetings are reported to managers.

~~3.3.9.3.3.13.~~ Before program completion, provide job placement assistance.

~~3.3.10.3.3.14.~~ Track each participant's job success for two (2) years after placement and maintain a record of post-program activities. Contractor may request assistance from ~~Pima County~~ ARIZONA@WORK for post-program wage information.

3.4. ~~Career Counselor~~Success Coach Duties. Contractor will assign a ~~Career Counselor~~Success Coach to each participant. Each ~~Career Counselor~~Success Coach will:

3.4.1. Determine applicant's eligibility. In order to participate in the Job Path program pursuant to this Contract an applicant must:

3.4.1.1. Be at least 18 years of age;

3.4.1.2. Have resided in the State of Arizona for at least one year prior to applying for the Job Path program and be a resident of Pima County at the time of enrollment in the Job Path program;

3.4.1.3. Provide proof of eligibility to work in the United States; and

3.4.1.4. Be willing to commit to ~~long-term~~workforce training.

~~3.4.2.~~ To the extent County has already determined and, if necessary, documented any of the criteria in Section 3.4.1 prior to referring a participant to Contractor, County will provide that information on referral and Contractor need not duplicate that work. Participants referred by County must also meet JobPath eligibility criteria.

~~3.4.2.3.4.3.~~ Enroll eligible applicants in Job Path.

~~3.4.3.3.4.4.~~ Develop an annual individualized financial plan and an education and training plan with the participant.

~~3.4.4.3.4.5.~~ Work closely with instructors, tutors, and financial aid staff to effectively advocate for and properly advise the participant.

~~3.4.5.3.4.6.~~ Meet with each assigned participant on enrollment, preferably in person, and later as requested by the participant or as Career Counselor determines warranted for participant success. In the spirit of Section 2.4, the parties will collaborate to develop a system for co-enrolled participants that

addresses communication between Success Coaches and County Case Managers, inclusion of County Case Managers in meetings when necessary, and the development of a co-enrollment agreement.

~~3.4.6-3.4.7.~~ Refer participants to other available community resources and services including, but not limited to: food bank; transitional housing; and childcare.

3.5. County requirements. County will:

3.5.1. Refer participants to Contractor as determined appropriate in coordination with Contractor. Participant referrals will be case-by-case, but in general, County will refer participants for whom one or more of the following characteristics applies:

3.5.1.1. The participant is enrolled in a County job-assistance program but has a need for assistance that would assist with removing barriers to employment but cannot be provided by County, either due to immediacy, ineligibility under a County program, or some other factor.

3.5.1.2. The participant exceeds the income limitations for a County program.

3.5.1.3. The participant is experiencing barriers to employment of a type or degree that require specialized services that Contractor can provide.

3.5.2. Provide Contractor access to County's data system(s) and train Contractor's staff on proper and timely entry of data into those systems.

3.5.3. Train Contractor's staff on resources and services offered by Pima County Community & Workforce Development to all eligible funding sources are utilized for participants and funding under this Contract is maximized.

3.5.4. Connect County's Business Services Team with Contractor's job developers to ensure coordination and nonduplication of job-assistance services.

3.5.5. Make available office space and any necessary furniture, equipment, and supplies to allow Contractor Success Coaches to co-locate and provide services at County facilities.

3.5.6. Conduct an annual program monitoring of Job Path files to ensure compliance with Contract goals and provide formal technical assistance.

4. OUTCOMES.

4.1. Enroll and provide career counseling and sponsorship to a minimum of 670250 eligible adults from July 1, ~~2023~~2024 through June 30, ~~2024~~2024. ~~This is a total number for Contractor's entire program; it is not limited to what is being funded-2025~~ under this Contract.

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~~4.2. 40% -45% of the required 670 participants noted in section 4.1 shall;~~

~~4.2.1. Obtain a certification, or~~

~~4.2.2. Successfully complete an apprenticeship, or~~

~~4.2.3. Complete one (1) year of a 2-year college degree program.~~

~~4.3. 80% of the participants that obtain a certification or complete an apprenticeship during the program year will obtain employment. The target wage at placement is \$16.00 per hour or more.~~

~~4.4. 80% of the participants completing the first year of a college degree program will enroll and complete the second year.~~

4.2. For participants enrolled in this program and funded either by County Funds or County Workforce Innovation and Opportunity Act (WIOA) programming, performance metrics will be the same as those most recently negotiated and finalized by County with the Arizona Department of Economic Security (ADES), Exhibit C (1 page). Participants who are scheduled to complete their studies after the end of this contract will not be included in this year's metrics.

5. REPORTS. The following reports should include ~~Contractor's entire program; not just~~ the portion of their operation that is funded under this Contract.

5.1. Monthly Reports. No later than fifteen (15) days after the end of the month for the preceding month's activities, Contractor will provide a Monthly Summary Report of participants served under this contract (format to be approved by County), to include, at minimum, the following information:

5.1.1. Number of students enrolled by Job Path identified by study area;

5.1.2. Number of students completed programing/certified identified;

5.1.3. Number of students exited and dropout percentage rate identified by study area;

5.1.4. Number of students placed into employment identified by study area;

5.1.5. Average wage at placement identified;

5.1.6. Number of students placed into ~~WIB~~-targeted industries employment;

5.1.7. When possible, number co-enrolled by Contractor and County's ARIZONA@WORK/Pima County One Stop;

5.1.8. Geographic location of participants identified by the city, town, tribal reservation and unincorporated county.

5.1.9. Once Contractor has gained experience entering data into County data systems, monthly reports will no longer be required.

5.2. Quarterly Reports. No later than fifteen (15) days after the end of the month for the preceding quarter's activities, Contractor will provide a Quarterly Workforce Development Performance Report (format to be approved by County), containing at minimum, the following information for participants served under this contract:

5.2.1. Number of students employed, in education or in occupational skills training currently, identified by cohort period and program year to date;

5.2.2. Number of students employed, in education or in occupational skills training in the second (2nd) quarter after exit, identified by cohort period and program year to date;

5.2.3. Number of students employed, in education or in occupational skills training in the fourth (4th) quarter after exit, identified by cohort period and program year to date;

5.2.4. Student median wage;

5.2.5. Credential;

5.3. Financial Closeout Reports. Contractor will complete and submit the following:

5.3.1. Preliminary Financial Closeout Report, no later than July 15 of the contract year. County may require that this report be provided sooner.

5.3.2. Final Financial Closeout Report, on forms provided by County, within thirty (30) days after the end of the Term. County reserves the right to require this report at a different time.

5.3.3. Other records and reports requested by the Director or designee of Pima County.

6. COLLABORATION.

~~6.1. County Community & Workforce Development and Contractor will ~~each designate and maintain a liaison to review Contractor's monthly reports, maximize communications, and address the resolution of program participant and interagency issues. The liaisons must meet at least quarterly.~~~~

~~6.2. 6.1. The designated County Liaison will attend Contractor's Board of Directors' hold regular meetings to ensure accurate communications between Contractor's Board and County Administration. The County liaison will be available to provide guidance on County's priorities in workforce development and economic development data to Contractor's Board their leadership to discuss the collaboration.~~

~~6.3.~~6.1.1. County and Contractor will develop a cross-referral system to improve and accurately document participant information and referrals from one party's program to ~~the other~~another.

6.1.2. County will help Contractor acquire completion and employment data for participants and train Contractor to input participant information in County data systems.

6.2. County will designate a CWD Liaison who will be available to attend Contractor's Board of Directors' meetings to provide guidance on County's Workforce Development priorities, as deemed appropriate.

~~6.4.~~6.3. Contractor must, in Contractor's Release of Information form completed by Job Path program participants, add County's ARIZONA@WORK/Pima County One Stop as an authorized recipient of information.

END OF EXHIBIT A

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**Exhibit B (2 pages)
Budget**

Contractor will be paid on a cost reimbursement basis in accordance with the following Budget:

Budget Line Item	Amount
Operating Budget	
Personnel (no overtime)	\$ 292,305.00 233,844
Travel	\$1,000800
Maintenance and Operations	\$105,51784,414
Outside and Professional Services	\$21,578.0017,262
Total Operating Budget	\$420,400336,320
Direct Services	\$329,600263,680
Total Budget	\$750600,000

Commented [HVC1]: Updated numbers to reflect request. Please do a number check, as I am coming up with 749,970.00

~~The above budget — unlike the reporting and outcomes in Exhibit A — reflects only the funding under this Contract.~~

-

Budget Adjustments. Changes between budget line items may be granted by and at the sole discretion of the Director of EconomicCommunity & Workforce Development or designee. The following provisions apply:

The change may not increase or decrease the total budget amount, and

Contractor must submit a written request for any adjustment containing a detailed explanation of (1) the reason the change is necessary; and (2) how the specified purpose, program metrics, or outcomes set forth in this Contract will continue to be met, despite the requested change.

Reimbursement Requests. Contractor must submit a request for reimbursement every month, even if no funds are being requested for the prior month. Each monthly Request for Reimbursement must:

Be submitted within 15 days after the end of the month that is the subject of the reimbursement request. The final reimbursement request must be submitted within 15 days after expiration of the Term;

Reference this contract number (CT-~~ECDCR~~-23*459);

Be approved and signed by the person(s) that prepared the request and an authorized manager, supervisor or executive of the Contractor to insure proper internal financial controls;

Be allocated to the line items in the above budget;

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Be accompanied by documentation, including, but not limited to:

- Copies of invoices, receipts and/or checks (front and back) to support all purchases of goods or services;
- If Reimbursement is authorized for travel, detailed travel reports to support all travel expenses;
- Any other documentation requested by County; and
- If the reimbursement request is for personnel costs, be accompanied by time sheets or other records, signed by the employee and the employee's immediate supervisor with direct knowledge of employee's efforts for this Contract, that specify the work hours being billed to this Contract as well as the hours and days worked.

No Supplanting. Contractor must use the funds available under this Contract to supplement rather than supplant funds otherwise available. Contractor may not bill the County for costs that are paid by another source.

Reimbursement Payments. If each reimbursement request includes adequate and accurate documentation, County will generally pay Contractor within thirty (30) days from the date of invoice. Contractor should budget their cash needs accordingly.

~~Untimely Submission of Reimbursement Requests. Pursuant to A.R.S. §11-622, County will deny reimbursement completely for requests for payment made later than six (6) months after the month in which the expenditure occurred.~~

~~Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 4.6. Invoice Adjustments, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to county any overpayment that County cannot recover by set off.~~

END OF EXHIBIT B

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EXHIBIT C (1 page)
Performance Metrics

<u>Performance Measures</u>	
<u>WIOA Adults</u>	-
<u>Employed 2nd quarter after exit</u>	<u>68.00%</u>
<u>Employed 4th quarter after exit</u>	<u>67.00%</u>
<u>Median Wage</u>	<u>\$5,693</u>
<u>Credential</u>	<u>68.90%</u>
<u>Measurable Skills Gain</u>	<u>58.20%</u>
<u>WIOA Dislocated Workers</u>	-
<u>Employed 2nd quarter after exit</u>	<u>75.60%</u>
<u>Employed 4th quarter after exit</u>	<u>71.00%</u>
<u>Median Wage</u>	<u>\$7,917</u>
<u>Credential</u>	<u>65.90%</u>
<u>Measurable Skills Gain</u>	<u>55.00%</u>
<u>WIOA Youth (ages 14 - 24)</u>	-
<u>Employed, in education, or in Occupation Skills Training 2nd quarter after exit</u>	<u>68.00%</u>
<u>Employed, in education, or in Occupation Skills Training 4th quarter after exit</u>	<u>66.80%</u>
<u>Median Wage</u>	<u>\$4,450</u>
<u>Credential</u>	<u>52.00%</u>
<u>Measurable Skills Gain</u>	<u>52.80%</u>