



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: July 11, 2017

* = Mandatory, information must be provided

or Procurement Director Award

***Contractor/Vendor Name (DBA):**

Goodwill Industries of Southern Arizona, Inc.

***Project Title/Description:**

Workforce development services for the Linking to Employment Activities Pre-Release (LEAP-2) Grant.

***Purpose:**

Goodwill Industries of Southern Arizona, Inc. will provide workforce development services at the Minimum Security Facility at the Pima County Adult Detention Center as part of the Department of Labor (DOL) LEAP-2 Grant.

Goodwill will work with Community Services Employment and Training (CSET) and the Sheriff Department staff to provide career counseling and workshop instruction to a population with legal barriers to employment. When program participants are preparing for release, Goodwill will coordinate referrals and supportive transition to the Pima County Sullivan Jackson Employment Center, where they will enroll in employment programs and have housing needs addressed.

A key design for the program is to coordinate services within the Minimum Security Facility with Workforce Development Staff to increase the likelihood of participation in One-Stop services after release.

***Procurement Method:**

RFP-CSET-WFS-2016-06

***Program Goals/Predicted Outcomes:**

LEAP-2 expects to enroll at least 150 participants at the Minimum Security Facility into an employment program. Employment is key to reducing recidivism - the overarching goal of the program is to prepare participants for release and the tools necessary to enter the job market.

***Public Benefit:**

The LEAP-2 program enables transitioning offenders to prepare for employment in order to reduce recidivism.

***Metrics Available to Measure Performance:**

The DOL requires quarterly progress reports on program outcomes.

***Retroactive:**

Yes, replaces a contract that expired June 30, 2017. The negative impact if the contract was not approved would be transitioning offenders would not receive workforce development services to prepare them for employment.

*TO: COB 6-29-17 (1)
pp. : 19
ADDENDUM*

JUN 29 17 PM 03:50 PC CLK/DBD

Contract / Award Information

Document Type: CT Department Code: CS Contract Number (i.e.,15-123): 17-432

Effective Date: 7/1/17 Termination Date: 6/30/18 Prior Contract Number (Synergen/CMS): N/A

Expense Amount: \$* \$64,805.40 Revenue Amount: \$ _____

*Funding Source(s) required: U.S. Department of Labor -- LEAP-2

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

*Is the Contract to a vendor or subrecipient? Subrecipient

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant Information (for grants acceptance and awards)

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

Match Amount: \$ _____ Revenue Amount: \$ _____

*Funding Source(s) required: _____

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? _____

Contact: Rise Hart

Department: Community Services

Telephone: 724-5723

Department Director Signature/Date: _____

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)

Charles Hart 6/27/17
[Signature] 6/29/17
C. J. Schaeffer 6/29/17

**PIMA COUNTY COMMUNITY SERVICES,
EMPLOYMENT AND TRAINING DEPARTMENT
PROFESSIONAL SERVICES CONTRACT**

Program Name: Workforce Development Services – Linking to Employment Activities Pre-Release Program (LEAP-2)

Awardee: Goodwill Industries of Southern Arizona, Inc.
1940 E. Silverlake Rd., Suite 405
Tucson, AZ 85713

DUNS: 074458654

Program Description: Provide workforce development services

Contract Term: July 1, 2017 through June 30, 2018

Contract Amount: \$64,805.40

Funding: U.S. Department of Labor (DOL) – LEAP-2

CONTRACT
NO. <u>CT-CS-17-432</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

Grant ID/Contract Number	Award Date	CFDA	Program Description	National Funding	Pima County Award
LEAP-2	2016	17.270	Reintegration of Ex-Offenders	\$5,000,000.00	\$492,441.00

Is this a Research and Development Contract: No

Awardee is a X Subrecipient _____ Contractor

This Agreement is made by and between Pima County, a body politic and corporate of the State of Arizona, (“County”) and Goodwill Industries of Southern Arizona, Inc., a non-profit corporation registered to do business in the State of Arizona (“Awardee”).

RECITALS

- A. The county was awarded funds from the U.S. Department of Labor (“DOL”) Employment and Training Administration for the Linking to Employment Activities Pre-Release Program (“LEAP-2”).
- B. The purpose of LEAP-2 is to enable transitioning offenders to prepare for employment prior to release.
- C. 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 County inhabitants.
- D. County’s Workforce Investment Board (“WIB”), issued Request for Proposals No. RFP-CSET-WFS-2016-06 (“the RFP”) for workforce development services.
- E. Awardee has submitted a response to the RFP that is beneficial to the residents of the County.

- F. The Pima County Board of Supervisors finds that Awardee has specialized training and expertise in providing workforce development services.
- G. The Pima County Board of Supervisors finds that entering into this Agreement is in the best interests of the residents of Pima County.

NOW, THEREFORE, the parties agree as follows:

1.0 TERM AND EXTENSIONS

- 1.1. Original Term. This Agreement will commence on July 1, 2017 and will terminate on June 30, 2018 (the "Initial Term"). "Term," when used in this Agreement, means the Initial Term plus any exercised Extension Options.
- 1.2. Extension Options. County may renew this Agreement for up to three (3) additional periods of up to one (1) year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.
- 1.3. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties. Any amendments to the Agreement must be approved by the County before any services under the amendment commences.
- 1.4. Notwithstanding paragraphs 1.1 and 1.2 above, the term of this Agreement will survive and remain in effect during any period that Awardee has control over grant funds, including program income.

2.0 SCOPE OF SERVICES

- 2.1. Awardee will:
 - 2.1.1. Provide the County with the services described in the attached **Exhibit A**.
 - 2.1.2. Employ suitably trained and skilled personnel to perform all services under this Agreement.
 - 2.1.3. Perform its duties:
 - 2.1.3.1. In a humane and respectful manner and in accordance with any applicable professional standards;
 - 2.1.3.2. To the satisfaction of County; and
 - 2.1.3.3. In compliance with all terms and conditions applicable to the grant funds being provided under this agreement.
 - 2.1.4. Obtain and maintain all applicable and necessary licenses, permits and authority required for performance under this Agreement.
 - 2.1.5. Give first priority to hiring low-income, disadvantaged and/or unemployed individuals, if hiring personnel is required or allowed with grant funds provided under this Agreement.
- 2.2. Unless otherwise provided for herein, the personnel delivering services under this Agreement will:
 - 2.2.1. Be employees or volunteers of the Awardee;
 - 2.2.2. Satisfy any qualifications set forth herein; and
 - 2.2.3. Be covered by personnel policies and practices of Awardee.
- 2.3. Awardee certifies that no individual or agent has been employed or retained to solicit or secure this Agreement for commission, percentage, brokerage or contingent fee except a bona fide employee whose job duties include securing business.
- 2.4. No program funded under this Agreement may impair existing contracts for services or collective bargaining agreements or be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and employer concerned.

2.5. Confidentiality. Awardee:

- 2.5.1. Understands that client and applicant files and information collected pursuant to the terms of this Agreement are private and the use or disclosure of such information, when not directly connected with the administration of County's or Awardee's responsibilities with respect to services provided under this Agreement is prohibited, unless written consent is obtained from the individual or, in the case of a minor, from the responsible parent or guardian.
- 2.5.2. Will provide access to client and applicant files only to persons properly authorized to view and utilize the information to perform the services set forth in this Agreement.
- 2.5.3. Will observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure of information including, but not limited to, information concerning applicants for and recipients of services.

3.0 COMPENSATION AND PAYMENT

- 3.1. In consideration for the services specified in Exhibit A of this Agreement, County agrees to pay Awardee **up to \$64,805.40** ("the Maximum Allocated Amount").
- 3.2. Payment will be made from a grant received by County from the United States Department of Labor ("the Awarding Agency").
- 3.3. Payment of the full Maximum Allocated Amount is subject to the activities of the federal awarding amount of funds allocated to and made available to County for this Agreement. The Maximum Allocated Amount may be decreased at any time due to reduction, termination, or any other change in the grant funding being provided to County. **Unexpended funds will not be carried over into another fiscal year.**
- 3.4. **Awardee must submit a request for reimbursement every month**, even if no funds are being requested for the prior month. Requests for reimbursement are due as follows:

Contract Month	Due date for Request for Reimbursement
January through May and July through December	15 calendar days from end of month
June	July 7

- 3.5. Each monthly Request for Reimbursement must:
 - 3.5.1. Reference this contract number.
 - 3.5.2. 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.
 - 3.5.3. Be for services and costs identified in **Exhibit A**.
 - 3.5.4. Be accompanied by documentation which must include, but is not limited to:
 - 3.5.4.1. A summary report of monthly expenditures by expense categories as shown in approved budget in **Exhibit A**.
 - 3.5.4.2. Copies of invoices, receipts and/or checks (front and back) to support all purchases of goods or services.
 - 3.5.4.3. Fringe benefit calculations at the rate shown in the approved budget in Exhibit A.
 - 3.5.4.4. Any other documentation requested by County.
 - 3.5.5. If reimbursement is authorized for personnel costs, be accompanied, at a minimum by the following documentation for each pay period:
 - 3.5.5.1. Time sheets or other records, signed by the employee and the employee's immediate supervisor with direct knowledge of employee's efforts for this Agreement, that specify:

- 3.5.5.1.1 Hours worked on the grant;
- 3.5.5.1.2 Total hours worked on the grant;
- 3.5.5.1.3 Days worked; and
- 3.5.5.1.4 Hours worked each day.
- 3.5.5.2. Accounting system report(s) specifying rate of pay and costs of employer paid benefits. Fringe benefits must be calculated at the rate shown in the budget in **Exhibit A**.
- 3.5.6. Comply with the applicable provisions of 2 C.F.R. §§ 200.
- 3.5.7. Be only for participants determined eligible by County and properly enrolled in the program or for other authorized expenses which are not paid or reimbursed by another Federal, State or Local grant revenue source.
- 3.5.8. Be only for authorized expenses which are not paid or reimburse by another federal, state or local grant revenue source.
- 3.6. If Awardee is required to provide matching funds under the terms of the federal awarding agency, Awardee must also provide the documentation described in Paragraphs 3.5.4 and 3.5.5 for the matching funds.
- 3.7. **Awardee must utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.** Awardee may not bill the County for costs which are paid by another source. Awardee must notify County within ten (10) days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.
- 3.8. If each request for payment includes adequate and accurate documentation, County will generally pay Awardee within thirty (30) days from the date of invoice. Awardee should budget their cash needs accordingly.
- 3.9. **No payments will be made to Awardee until all of the following conditions are met:**
 - 3.9.1. Awardee has completed and submitted a W-9 Taxpayer Identification Number form;
 - 3.9.2. Awardee has registered as a Pima County Vendor at the following web address -- <https://secure.pima.gov/procurement/vramp/login.aspx>;
 - 3.9.3. This Agreement is fully executed; and
 - 3.9.4. Adequate and accurate documentation is provided with the request for payment or invoice.
- 3.10. **REQUEST FOR FINAL PAYMENT** for compensation earned and/or eligible costs incurred must be submitted to the County within fifteen (15) working days after the end of the contract term on invoices that meet the requirements set forth in Paragraph 3.5 above.
- 3.11. Awardee will report to the County:
 - 3.11.1. Accrued expenditures;
 - 3.11.2. Program income, as defined by the federal awarding agency; and
 - 3.11.3. All other fiscal resources applied to expenses incurred in providing services under this Agreement.
- 3.12. County may, at its sole discretion:
 - 3.12.1. Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.
 - 3.12.2. Liquidate funds available under this Agreement for costs incurred by County on behalf of Awardee.

- 3.12.3. **Deny full payment** for requests for reimbursement that are submitted to County after the date set forth in Paragraph 3.4. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
- 3.13. Pursuant to A.R.S. § 11-622, County **will deny reimbursement completely** for requests for payment made later than six (6) months after the last item of the account accrues.
- 3.14. Changes between budget line items may only be made as follows:
- 3.14.1. Changes of LESS than 15% of the total budget amount may be granted by and at the sole discretion of the Director of Community Services, Employment and Training (“CSET”) or his designee. Awardee must submit a written request and show that any proposed increase is offset by a decrease of equal value to the remaining line items. No increase to the total operating budget will be allowed. **The change will not be effective, nor will compensation under the change be provided, until the date set forth in the written approval of the Director or his designee.**
- 3.14.2. Changes of MORE than 15% of the total budget will require a contract amendment. **The change will not be effective, nor will compensation under the change be provided, until the contract amendment is fully executed by both parties.**
- 3.15. Program Income: Awardee must comply with all provisions of the federal awarding agency regarding Program Income.
- 3.16. Disallowed Charges or Cost principles will be as follows:
- 3.16.1. The cost principle set forth in the Code of Federal Regulations (CFR), Title 48, Chapter 1, Part 31.201-6, (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, will be used to determine whether reimbursement of an incurred cost will be allowed under this Agreement. Those costs which are specifically defined as unallowable therein cannot be submitted for reimbursement by the Subrecipient and will not be reimbursed with Department funds.
- 3.16.2. **Awardee must reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by County.**
- 3.17. For the period of record retention required under Section 21.0 - Books and Records, County reserves the right to question any payment made to Awardee and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.

4.0 PROGRAM INCOME

- 4.1. County does not anticipate that Awardee will generate program income, as defined by the Awarding Agency, under the activities of this Agreement.
- 4.2. In the event that activities under this Agreement do generate program income or program income is authorized, Awardee must:
- 4.2.1. Report to County all program income, as defined at 24 CFR 570.500(a), generated and received as a result of activities carried out with the grant-funds provided pursuant to this Agreement. These reports are due quarterly.
- 4.2.2. Return program income to County within fifteen (15) days of the end of each month, unless otherwise specified in **Exhibit A**.

5.0 INSURANCE

- 5.1. Awardee will procure and maintain at its own expense insurance policies (the “Required Insurance”) satisfying the below requirements (the “Insurance Requirements”) until all of its obligations under this Agreement have been met. The below Insurance Requirements are minimum requirements for this

Agreement and in no way limit Awardee's indemnity obligations under this Agreement. The County in no way warrants that the required insurance is sufficient to protect the Awardee for liabilities that may arise from or relate to this Agreement. If necessary, Awardee may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

5.2. Insurance Coverages and Limits:

5.2.1. Commercial General Liability (CGL): Occurrence Form covering liability arising from premises, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate.

5.2.2. Business Automobile Liability: Coverage for any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Agreement with minimum limits not less than \$1,000,000 Each Accident.

5.2.3. Workers' Compensation (WC) and Employers' Liability:

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

5.2.3.2. Note: The Workers' Compensation requirement does not apply if Awardee is exempt under A.R.S. § 23-901, and has executed the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

5.3. Additional Coverage Requirements:

5.3.1. Insurer Financial Ratings: 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.

5.3.2. Additional Insured: The General Liability policy must be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Awardee. The full policy limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

5.3.3. Waiver of Subrogation: Commercial General Liability and Workers' Compensation coverages must each contain a waiver of subrogation in favor of County and its Agents for losses arising from work performed by or on behalf of the Awardee.

5.3.4. Primary Insurance: The Required Insurance policies, with respect to any claims related to this Agreement, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of a Awardee's deductible or Self Insurance Retention (SIR).

5.3.5. Subcontractors: Awardee 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, Awardee must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Awardee must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

5.4. Verification of Coverage:

5.4.1. Insurer or Broker of Awardee must evidence compliance with the Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include:

- 5.4.1.1. The Pima County tracking number for this Agreement, which is shown on the first page of the Agreement, and a project description, in the body of the Certificate,
 - 5.4.1.2. A notation of policy deductibles or SIRs relating to the specific policy, and
 - 5.4.1.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation wavier endorsements for the County and its Agents.
- 5.4.2. Each Required Insurance policy and appropriate endorsements must be in effect not less than fifteen (15) days prior to commencement of work under this Agreement. A renewal certificate must be provided to County not less than fifteen (15) days prior to the policy's expiration date to include actual copies of the additional insured and wavier of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Agreement.
- 5.4.3. County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.
- 5.4.4. **Cancellation Notice:** Awardee's insurance policies and endorsements will not be permitted to expire, be cancelled, suspended or materially changed from the agreed upon Insurance Requirements for any reason without thirty (30) days advance written notice to the County of the policy cancellation, suspension or material change. Awardee must provide written notice to County within two (2) business days of receipt of notice. For cancellation of non-payment, Insurer is to provide County with written notice ten (10) days prior to cancellation of policy.
- 5.5. **Approval and Modifications:** The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. 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, or the County's receipt of any other information from the Awardee, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

6.0 INDEMNIFICATION

To the fullest extent permitted by law, Awardee will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnatee") 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 Awardee or any of Awardee'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 Awardee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnatee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnatee, be indemnified by Awardee from and against any and all Claims. Awardee 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 Agreement.

7.0 LAWS AND REGULATIONS

- 7.1. **Compliance with Laws; Changes.** Awardee will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules, and regulations during the terms of this Agreement will apply, but do not require an amendment.
- 7.2. **Licensing.** Awardee warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.

- 7.3. Choice of Law; Venue. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement must be brought in a court of the State of Arizona in Pima County.
- 7.4. Use of Funds. Awardee warrants that funds provided for personnel employed in the administration of the activities funded under this Agreement will not be used for:
- 7.4.1. Political activities;
 - 7.4.2. Inherently religious activities;
 - 7.4.3. Lobbying;
 - 7.4.4. Political patronage; or
 - 7.4.5. Nepotism activities.
- 7.5. Compliance with Federal Law, Rules and Regulations. Awardee will comply with the applicable provisions of:
- 7.5.1. Workforce Innovation and Opportunity Act Pub.L.113-128 Section 169;
 - 7.5.2. Second Change Act of 2007 Section 212;
 - 7.5.3. Public Law 114-113: Consolidated and Further Continuing Appropriations Act, 2016;
 - 7.5.4. Uniform Administrative Requirements (2 CFR 200.317-36);
 - 7.5.5. Fingerprinting, certification, and criminal background checks including, but not limited to the applicable provisions of: A.R.S. §§ 8-804, 36-594.01, 36-3008, 41-1964, and 46-141;
 - 7.5.6. Debt Collection and Audit Resolution (Pub. L. 105-220 Sections 128, 133, and 184; 20 CFR Part 652, Subpart D,E and G; 20 CFR Part 667 Subparts D – H; 29 CFR Parts 95, 96, 97, and 99; OMB Circular A-21; 2 CFR 200 and all subparts; Federal Acquisition Regulation 97-03 Part 31);
 - 7.5.7. Child Labor Laws (A.R.S. §23-230 *et seq.*);
 - 7.5.8. Debarment and Suspension (29 CFR Part 98 and Executive Order 12549);
 - 7.5.9. Drug-Free Workplace, (U.S.C. 702 *et seq.* and 2 CFR 182);
 - 7.5.10. Environmental Tobacco Smoke (Pub. L. 103-227, Part C); and
 - 7.5.11. All rules and regulations applicable to the Acts set forth above.
- 7.6. Cooperation. Awardee will fully cooperate with County and any other federal agency in the review and determination of compliance with the above provisions.

8.0 INDEPENDENT CONTRACTOR

- 8.1. Awardee is an independent contractor. Neither Awardee nor any of Awardee's officers, agents, or employees will be considered an employee of Pima County or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System.
- 8.2. Awardee is responsible for paying all federal, state and local taxes on the compensation by Awardee under this Agreement and will indemnify and hold County harmless from any and all liability which County may incur because of Awardee's failure to pay such taxes.
- 8.3. Awardee will be solely responsible for its program development, operation, and performance.

9.0 SUBCONTRACTORS

- 9.1. Except as provided in paragraph 9.2, Awardee will not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract. Awardee

must follow all applicable Federal, State, and County rules and regulations for obtaining subcontractor services.

- 9.2. Prior written approval is not required for the purchase of supplies that are necessary and incidental to Awardee's performance under this Agreement.
- 9.3. Awardee 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 Awardee is responsible for the acts and omissions its own employees. Nothing in this Agreement 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.
- 9.4. Awardee must include the provision set forth in paragraph 3.6 in all contracts between Awardee and its subcontractors providing goods or services pursuant to this Agreement. Awardee will be responsible for subcontractors' compliance with that provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with the provision.

10.0 ASSIGNMENT

Awardee cannot assign its rights or obligations under this Agreement, in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.

11.0 NON-DISCRIMINATION

- 11.1. Awardee will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow down of all provisions and requirements to any subcontractors.
- 11.2. During the performance of this Agreement, Awardee 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.

12.0 AMERICANS WITH DISABILITIES ACT

Awardee will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If Awardee is carrying out a government program or services on behalf of County, then Awardee will maintain accessibility to the program to the same extent and degree that would be required by the County under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

13.0 AUTHORITY TO CONTRACT

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

14.0 FULL AND COMPLETE PERFORMANCE

The failure of either party to insist, in one or more instances, upon the other party's full and complete performance under this Agreement, or to take any action based on the other party's failure to fully and completely perform, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, 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.

15.0 CANCELLATION FOR CONFLICT OF INTEREST

- 15.1. This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
- 15.2. Awardee agrees to comply with all applicable conflict of interest provisions contained in Federal and State laws and regulations that govern specific funding sources identified in this Agreement, including, but not limited to, those governing nepotism.

16.0 TERMINATION AND SUSPENSION BY COUNTY

- 16.1. Without Cause: County may terminate this Agreement at any time, without cause, by serving a written notice upon Awardee at least thirty (30) days before the effective date of the termination. In the event of such termination, the County's only obligation to Awardee will be payment for services rendered prior to the date of termination.
- 16.2. With Cause: County may terminate this Agreement at any time without advance notice and without further obligation to County finds Awardee to be in default of any provision of this Agreement.
- 16.3. Insufficient Funds: Notwithstanding Paragraphs 16.1 and 16.2 above, if any state or federal grant monies used to pay for performance under this Agreement are reduced or withdrawn, County will have the right to either reduce the services to be provided and the total dollar amount payable under this Agreement or terminate the Agreement. To the extent possible, County will endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County will not be liable to Awardee for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to Awardee will be payment for services rendered prior to the date of termination to the extent that grant funds are available.
- 16.4. Non-Appropriation: Notwithstanding any other provision in this Agreement, County may terminate this Agreement 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 Agreement. In the event of such termination, County will have no further obligation to Awardee, other than for services rendered prior to termination.
- 16.5. Suspension: County reserves the right to suspend Awardee's performance and payments under this Agreement immediately upon notice delivered to Awardee's designated agent in order to investigate Awardee's activities and compliance with this Agreement. In the event of an investigation by County, Awardee will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, Awardee will be notified in writing that the Agreement will be immediately terminated or that performance may be resumed.

17.0 NOTICE

- 17.1. Awardee will give written notice of any change of corporate or entity status as promptly as possible and, in any event, within fifteen (15) days after the change is effective. A change in corporate or entity status includes, but is not limited to, change from unincorporated to incorporated status and vice versa and any suspension or termination of corporate status based on failure to comply with all applicable federal, state, and local reporting requirements.
- 17.2. Any notice required or permitted to be given under this Agreement must be in writing and served by personal delivery or by certified mail upon the other party as follows:

County:
Director
Pima County Community Services
2797 E. Ajo Way
Tucson, AZ 85713

Awardee:
President
Goodwill Industries of Southern Arizona, Inc.
1940 E. Silverlake Rd., Suite 405
Tucson, AZ 85713

18.0 NON-EXCLUSIVE CONTRACT

Awardee understands that this Agreement is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

19.0 OTHER DOCUMENTS

- 19.1. In entering into this Agreement, Awardee and County have relied upon information provided in Awardee's proposal submitted in response to the RFP, including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, Awardee's Proposal, other information and documents submitted by the Awardee in its' response to the RFP.
- 19.2. The documents set forth in paragraph 19.1. are hereby incorporated into and made a part of this Agreement as if set forth in full herein, to the extent not inconsistent with the provisions of this Agreement, including all exhibits. Awardee will promptly bring any provisions which Awardee believes are inconsistent to County's attention, and County will provide Awardee with its interpretation of the provisions in question. In the event of an irreconcilable inconsistency, the provisions of the Awarding Agency documents will govern over the conditions of this Agreement, unless otherwise required by law.

20.0 AUDIT REQUIREMENTS

- 20.1. Awardee will:
 - 20.1.1. Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200).
 - 20.1.2. **Establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement.** The accounting must record all expenditures which are used to support invoices and requests for payment from the County.
 - 20.1.3. Establish and maintain accounting records which identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.
 - 20.1.4. Ensure that all accounting records meet the requirements of the Federal, County, and generally accepted accounting principles laws and regulations.
 - 20.1.5. Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.
 - 20.1.6. Assure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of the audit required pursuant to this Section 20.0, unless a different time is specified by County. The audit submitted must include Awardee responses, if any, concerning any audit findings.
 - 20.1.7. Pay all costs for any audit required or requested pursuant to this Section 20.0, unless the cost is allowable for payment with the grant funds provided pursuant to this Agreement under the appropriate federal or state law and the cost was specifically included in the Awardee grant budget approved by County.
- 20.2. Awardee status:
 - 20.2.1. If Awardee is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, Awardee will comply with the applicable audit requirements set forth in A.R.S. § 11-624, "Audit of Non-Profit Corporations Receiving County Monies."
 - 20.2.2. If Awardee meets or exceeds the single audit threshold set forth in 2 C.F.R. § 200, Awardee will comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within ninety (90) days following the end of Awardee's fiscal year.

20.3. Awardee must timely submit the required or requested audit(s) to:

Director
Community Services, Employment & Training Dept.
2797 Ajo Way, 3rd Floor
Tucson, AZ 85713

21.0 BOOKS AND RECORDS

- 21.1. Awardee must 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.
- 21.2. Awardee will retain all records relating to this Agreement for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

22.0 COPYRIGHT

Neither Awardee nor its officers, agents or employees will copyright any materials or products developed through contract services provided or contract expenditures made under this Agreement without prior written approval by the County. Upon approval, the County will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

23.0 PROPERTY OF THE COUNTY

- 23.1. Awardee is not the agent of County for any purpose and will not purchase any materials, equipment or supplies on the credit of the County.
- 23.2. Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of the County. The Awardee is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Awardee will not use or release these materials without the prior written consent of County.

24.0 DISPOSAL OF PROPERTY

Termination of this Agreement will not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to this Agreement.

25.0 COORDINATION

On matters relating to the administration of this Agreement, County will be Awardee's contact with all Federal, State and local agencies that provide funding for this Agreement.

26.0 ACCOUNTABILITY

To the greatest extent permissible by law, County, and any authorized federal, state or local agency, including, but not limited to, the State of Arizona, the U.S. Department of Labor, and the Comptroller of the United States will at all reasonable times have the right of access to Awardee's facility, books, documents, papers, or other records which are pertinent to this Agreement, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating Awardee's performance and Awardee's compliance with this Agreement. This provision must be included in all contracts between Awardee and its subcontractors providing goods or services pursuant to this Agreement. Awardee will be responsible for subcontractors' compliance with this provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with this provision.

27.0 ISRAEL BOYCOTT CERTIFICATION

Awardee hereby certifies that is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Awardee may result in action by the County up to and including termination of this Agreement.

28.0 PUBLIC RECORDS

- 28.1. Disclosure. Pursuant to Arizona Public Records law, 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 an award of this Agreement, including, but not limited to pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 28.2. Records Marked Confidential; Notice and Protective Order.
- 28.2.1. If Awardee reasonably believes that some of the records described in paragraph 28.1 above contain proprietary, trade-secret or otherwise-confidential information, Awardee must prominently mark those records "CONFIDENTIAL."
- 28.2.2. In the event that a public records request is submitted to County for records marked "CONFIDENTIAL," County will notify Awardee of the request as soon as reasonably possible.
- 28.2.3. 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.

29.0 ELIGIBILITY FOR PUBLIC BENEFITS

Awardee will comply with applicable provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, which are hereby incorporated as provisions of this Agreement.

30.0 LEGAL ARIZONA WORKERS ACT COMPLIANCE

- 30.1. Compliance with Immigration Laws. Awardee hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Awardee's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Awardee will further ensure that each subcontractor who performs any work for Awardee under this Agreement likewise complies with the State and Federal Immigration Laws
- 30.2. Books and Records. County has the right at any time to inspect the books and records of Awardee and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 30.3. Remedies for Breach of Warranty. Any breach of Awardee'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 Agreement subjecting Awardee to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Awardee 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 Awardee.
- 30.4. Subcontractors. Awardee will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 30.0 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 will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract.”

31.0 REMEDIES

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

32.0 SEVERABILITY

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

33.0 ENTIRE AGREEMENT

- 33.1. This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and supersedes all prior or contemporaneous agreements and understandings, oral or written.
- 33.2. No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Agreement will affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreements are unofficial information and in no way binding upon County.

IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement on the date written below.

PIMA COUNTY

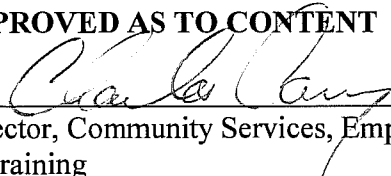
Chair, Board of Supervisors

Date

ATTEST

Clerk, Board of Supervisors

APPROVED AS TO CONTENT



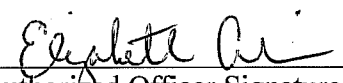
Director, Community Services, Employment & Training

APPROVED AS TO FORM

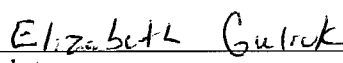


Katen S. Friar, Deputy County Attorney

AWARDEE



Authorized Officer Signature



Print name



Title



Date

SCOPE OF WORK
PIMA COUNTY ONE STOP OPERATIONS SERVICES

1.0 PROGRAM OVERVIEW

- 1.1. Awardee will provide Linking to Employment Activities Pre-Release Program (“LEAP-2”) services at the Pima County Adult Detention Center. Awardee will work with transitioning offenders seeking LEAP-2 services.
- 1.2. Unless otherwise specified herein, participation in programs and activities financially assisted in whole or in part by this Agreement must 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.

2.0 PROGRAM GOALS

- 2.1. Prepare participants for current and projected demand occupations that offer wages that allow self-sufficiency or that have a clear career path leading to self-sufficiency.
- 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 through Pima County ARIZONA@WORK by providing employment and training services authorized under WIOA by working with County, mandated partners, and other contractors.
- 2.4. Assist participants with legal barriers to employment due to current incarceration in transitioning to workforce development programs at the Sullivan Jackson Employment Center (“SJEC”) or other ARIZONA@WORK Job Centers after release from incarceration.

3.0 PROGRAM ACTIVITIES – GENERAL

- 3.1. No activities performed under this Agreement 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. **Awardee must prohibit displacement in all subcontracts.**
- 3.2. Awardee must ensure that staff involved in the LEAP-2 participant job placement activities do not place a participant for employment:
 - 3.2.1. On the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or as a place for religious worship; or
 - 3.3.2. 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.
- 3.3. Awardee must ensure that staff exercise care to be sure that any LEAP-2 participant employed or trained for inherently dangerous occupations (e.g. fire or law enforcement) is assigned to entities that consistently follow reasonable safety practices.
- 3.4. Awardee will provide title(s), name(s), phone number(s), and email address(es) of the supervisors of personnel providing services pursuant to this Agreement.
- 3.5. Grievances: Awardee will:
 - 3.5.1. 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:

- 3.5.1.1. Ineligibility determination;
- 3.5.1.2. Reduction in services;
- 3.5.1.3. Suspension or termination from program participation; or
- 3.5.1.4. Quality of service.

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

3.6. County will:

- 3.6.1. Certify program eligibility of individuals seeking LEAP-2 services.
- 3.6.2. Provide contact information for LEAP-2 personnel with whom Awardee will interact.
- 3.6.3. Provide workspace, phone, computer and necessary office supplies at the Adult Detention Center.

4.0 LEAP-2 PROGRAM ACTIVITIES.

4.1. General Requirements. Awardee will:

- 4.1.1. Provide **one (1) FTE Workforce Development Specialist** (“WDS”) at Adult Detention Center to provide LEAP-2 services (“staff”).
- 4.1.2. Ensure staff participates in One Stop training required to successfully perform the obligations set forth in this Agreement. Training is available through federal, state and local sources.
- 4.1.3. Prior to replacing an individual providing services pursuant to this Agreement, confirm continued funding availability with the Director of Community Services Employment and Training Department or his designee.
- 4.1.4. Ensure that staff have written job descriptions consistent with Awardee’s proposal for funding. Each job description must be acknowledged and signed by the individual and retained in that individual’s personnel file.
- 4.1.5. Ensure that the staff:
 - 4.1.4.1. Are familiar with federal program requirements and Pima County ARIZONA@WORK policies, procedures and programs;
 - 4.1.4.2. Refuse remuneration of any kind from participants, participating employers, training vendors or any other person or entity.
 - 4.1.4.3. Work scheduled hours (personnel may not be assigned to work during hours that the county location is not open for business);
 - 4.1.4.4. Inform both Awardee and assigned County contact the morning of an absence due to illness or necessary appointments; and
 - 4.1.4.5. Notify County contact in advance of any meetings or other activities of Awardee which will result in an absence from the Pima County Adult Detention Center.

4.2. WDS activities. The WDS will possess the necessary qualifications to successfully evaluate, counsel and place job seekers into appropriate job skills training and activities and to make appropriate referrals to job opportunities.

4.2.1. Applicants. For each applicant, the WDS will:

- 4.2.1.1. Review intake and supporting documentation.
- 4.2.1.2. Administer work-readiness indicator on eligible program participants at the Adult Detention Center.
- 4.2.1.3. Schedule and conduct an interview with each eligible participant that is determined to

be suitable for the program. The interview must be held within ten (10) days of the referral. The interview will determine the participant's short- and long-term employment goals and the barriers to reaching those goals.

4.2.2. Participants. For each active participant, the WDS will:

- 4.2.2.1. Coordinate with Jail staff participant services, including program scheduling and work release.
- 4.2.2.2. Interview the participant monthly to assess progress towards the goals established in the initial and subsequent interviews and the reduction of barriers.
- 4.2.2.3. Assist with résumé creation to enhance participant's ability to obtain employment.
- 4.2.2.4. Maintain a case file for each participant. The file must include:
 - 4.2.2.4.1. Documentation of services provided, outcomes, academic deficiencies shown on standardized tests, educational scores, certificates, diplomas, On the Job Training, training, and Work Experience contracts and each contact with participant and employers;
 - 4.2.2.4.2. The "employment plan" developed with the participant. This plan must be signed by both the participant and the WDS; and
 - 4.2.2.4.3. Copies of work readiness indicator results.
- 4.2.2.5. Document enrollment in the database(s) required by the funding source(s) being used by the participants.
- 4.2.2.6. Find appropriate work experience that pays at least minimum wage (and required fringe) in the demand industries as defined by the WIB Planning Committee.
- 4.2.2.7. Assess job referral success within twenty-four (24) hours of the referral to a job possibility.
- 4.2.2.8. Within twenty-four (24) hours of an activity's occurrence, enter into the required database(s) all participants' activities including, but not limited to: enrollment in a workshop, training, receipt of support services, job placement, award of diploma or vocational certificate, exit from program, and follow-up contacts with the participant.
- 4.2.2.9. Obtain placement information from the employer and enter such information into the required database(s).
- 4.2.2.10. Prepare and submit to Pima County ARIZONA@WORK Supervisor voucher request for participant training and support services.
- 4.2.2.11. Coordinate participant enrolment at an ARIZONA@WORK Pima County One-Stop Center after release from the Adult Detention Center.
- 4.2.2.12. Follow-up with all participants regardless of successful program completion at least quarterly for one (1) year after the participant leaves the program.
- 4.2.2.13. In the event that a participant has not enrolled in an activity within thirty (30) calendar days of the initial interview, return the participant to intake.

4.2.3 General. The WDS will assist with special projects. In the event that the special project will result in a change in the Outcomes set forth in Section 7.0, the parties will execute a contract amendment.

5.0 LOCATION. Pima County Adult Detention Center.

6.0 TARGET POPULATION. Inmates who meet all of the following requirements:

- 6.1. Scheduled for release within one hundred and eighty (180) days from the date of enrollment in LEAP-2;
- 6.2. Meet U.S. Department of Labor FOA-ETA-16-03 baseline criteria; and

6.3. Voluntarily participate in jail-based programs such as Adult Basic Education/GED preparation and Moral Reconciliation Therapy.

7.0 OUTCOMES. Awardee will meet the following annual service levels:

7.1. WDS at the Pima County Detention Center:

Services Levels	Number
Enrollment	150
Pre-Release Participation	135
Pre-Release Work-Readiness Indicator	120
Post-Release Enrollment Rate	80%

7.2. LEAP-2 outcome benchmarks:

Activity	Rate
Pre-release enrollment of eligible individuals	100%
Pre-release participation	90% of enrolled
Pre-release work readiness indicator administered	80% of participants
Post-release enrollment at SJC or other ARIZONA@WORK location	80% of pre-release participants
Recidivism within one year of program exit	22% of LEAP-2 participants

8.0 BUDGET

8.1. Awardee will be paid on a Cost Reimbursement basis as follows:

Budget Line Item	Amount allocated for July 1, 2017 through June 30, 2018
Salary and Fringe (No overtime)	\$60,681.40
Staff Development	-0-
Travel	-0-
Communications	-0-
Supplies	-0-
Other Operating	\$4,124.00
Total	\$64,805.40

8.2. In the event that an end of year budget modification is necessary, the request to modify must be submitted forty-five (45) days prior the termination date of the Agreement.

8.3. Staff overtime is not authorized under this Agreement and will not be reimbursed.

9.0 REPORTS.

9.1. Monthly Reports. No later than the fifth (5th) working day of the month for the preceding month's activities, Awardee will provide:

9.1.1. Summary Report to include, at a minimum:

- 9.1.1.1. Number served;
- 9.1.1.2. Number placed;
- 9.1.1.3. Number placed into WIB target industries;
- 9.1.1.4. Number completed;
- 9.1.1.5. Number exited; and

9.1.1.5. Number exited; and

9.1.1.6. Average wage at placement.

9.2. Financial Closeout Reports. Awardee will complete and submit the following:

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

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

9.3. Awardee will provide other records and reports as requested by the Director or designee of the Community Services, Employment & Training Department.

END OF EXHIBIT A