



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: November 22, 2016

or Procurement Director Award

Contractor/Vendor Name (DBA): Tucson Youth Development, Inc.

Project Title/Description:

Youth Services

Purpose:

Provide employability skills, work experience, and basic education to eligible in-school youth (ages 14-21).

Procurement Method:

Request for Proposal No. RFP-CSET-YSY-2016-02

Program Goals/Predicted Outcomes:

Work Experience Program - 40 enrolled participants and 36 completed participants.

LEAP Program (onsite training at a medical facility) - 10 enrolled participants and 9 completed participants.

Basic Education Program - 30 enrolled participants and 27 completed participants.

Public Benefit:

Supports Pima County's economic development by helping to develop a trained and productive labor force that meets employers needs.

Metrics Available to Measure Performance:

Monthly clients logs that include required and targeted post-test dates, expected end dates, and expected outcomes.

Retroactive:

N/A

To: COB. 11-2-16 (11)
Ver. - 1
pgs - 24

Procure Dept 11/02/16 PM09:08

Original Information

Document Type: CT Department Code: CS Contract Number (i.e.,15-123): 17-145

Effective Date: 11/22/16 Termination Date: 5/15/17 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ 144,545.55 Revenue Amount: \$ _____

Funding Source(s): Pima County General Funds

Cost to Pima County General Fund: \$144,545.55

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards

Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

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

Amendment Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Expense Revenue Increase Decrease Amount This Amendment: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Rise Hart

Department: Community Services Telephone: 724-5723

Department Director Signature/Date: Charles Long 10/25/16

Deputy County Administrator Signature/Date: [Signature] 11/11/2016

County Administrator Signature/Date: C. [Signature] 11/1/16
(Required for Board Agenda/Addendum Items)

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

Program Name: Youth Services

Contractor: Tucson Youth Development, Inc.
1901 N. Stone Ave.
Tucson, AZ 85705

DUNS: 123720120

Program Description: Workforce development services to
prepare participants for the workforce

Contract Term: November 22, 2016 through May 15, 2017

Contract Amount: \$144,545.55

Funding: Pima County General Funds

CONTRACT
NO. <u>CT. CS-17-145</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

This Contract is made by and between Pima County, a body politic and corporate of the State of Arizona, (“County”) and Tucson Youth Development (TYD), Inc., a non-profit corporation in the State of Arizona (“Contractor”).

RECITALS

- A. County operates a workforce development program at Pima County ARIZONA@WORK (an American Job Center, formerly the Pima County One Stop).
- B. 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.
- C. 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.
- D. Pima County Community Services Employment and Training issued a Request for Proposals No. RFP-CSET-YSY-2016-02 (“the RFP”) for workforce development services for youth.
- E. Contractor 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 Contractor has specialized training and expertise in providing workforce development services for youth.
- G. The Pima County Board of Supervisors finds that entering into this Contract 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 This Contract, as awarded by County, will commence on November 22, 2016 and will terminate on May 15, 2017, unless sooner terminated or further extended pursuant to the provisions of this Contract. The County has the option to renew this Contract for four (4) additional year or any portion thereof.
- 1.2 Any modification or extension of the contract termination date must be by formal written amendment executed by the parties.
- 1.3 Any amendments to the Contract must be approved by County before any services under the amendment commences.

2.0 SCOPE OF SERVICES

- 2.1 Contractor 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 Contract.
 - 2.1.3 Perform its duties in a humane and respectful manner and in accordance with any applicable professional standards. Contractor must obtain and maintain all applicable licenses, permits and authority required for its performance under this Contract.
- 2.2 Unless otherwise provided for herein, the personnel delivering Contract services will:
 - 2.2.1 Be employees or volunteers of the Contractor;
 - 2.2.2 Satisfy any qualifications set forth in this Contract; and
 - 2.2.3 Be covered by personnel policies and practices of Contractor.
- 2.3 Contractor certifies that no individual or agent has been employed or retained to solicit or secure this Contract 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 Contract 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.

3.0 COMPENSATION AND PAYMENT

- 3.1 In consideration for the services specified in Exhibit A of this Contract, County agrees to pay Contractor up to \$144,545.55 ("the Maximum Allocated Amount").
- 3.2 Funding is from Pima County General Funds.
- 3.3 Requests for payments must be submitted to County by the 15th working day of each month for the previous month of service. Invoices must reference this contract number and:
 - 3.3.1 Be approved and signed by an authorized representative of Contractor.
 - 3.3.2 Be for services and costs identified in **Exhibit A**.
 - 3.3.3 Be accompanied by documentation which must include, but is not limited to:
 - 3.3.3.1 A summary report of monthly expenditures by expense categories as shown in approved budget in **Exhibit A**.
 - 3.3.3.2 Copies of invoices, receipts and/or checks to support all purchases of goods or services.
 - 3.3.3.3 If reimbursement is authorized for travel, detailed travel reports to support all travel expenses.

- 3.3.3.4 If reimbursement is authorized for personnel costs, time sheets or other records that specify the hours worked and the total hours worked in the pay period. Time sheets must show the days and hours worked and should be signed.
 - 3.3.3.5 Any other documentation requested by County.
 - 3.3.4 Be only for participants determined eligible by County and properly enrolled in the program.
 - 3.3.5 Be only for authorized expenses which are not paid or reimbursed by another revenue source.
 - 3.4 If each request for payment 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.
 - 3.5 Contractor will not be paid until all of the following conditions are met:
 - 3.5.1 Contractor has completed and submitted a W-9 Taxpayer Identification Number form;
 - 3.5.2 Contractor has registered as a Pima County Vendor at the following web address -- <https://secure.pima.gov/procurement/vramp/login.aspx>;
 - 3.5.3 This Contract is fully executed; and
 - 3.5.4 Adequate and accurate documentation is provided with the request for payment or invoice.
 - 3.6 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 Section 3.3 above.
 - 3.7 Contractor will report to the County:
 - 3.7.1 Accrued expenditures; and
 - 3.7.2 All other fiscal resources applied to expenses incurred in providing services under this Contract.
 - 3.8 Changes between budget line items may only be made as follows:
 - 3.8.1 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. Contractor 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.
 - 3.8.2 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.
 - 3.9 For the period of record retention required under Section 21.0 - Books and Records, County reserves the right to question any payment made to Contractor and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

4.0 INSURANCE

- 4.1 Contractor 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 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.

4.2 **Insurance Coverages and Limits:**

- 4.2.1 **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.
- 4.2.2 **Business Automobile Liability:** Coverage for any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.
- 4.2.3 **Workers' Compensation (WC) and Employers' Liability:**
 - 4.2.3.1 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.
 - 4.2.3.2 Note: The Workers' Compensation requirement does not apply if Contractor is exempt under A.R.S. § 23-901, and has executed the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

4.3 **Additional Coverage Requirements:**

- 4.3.1 **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.
- 4.3.2 **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 Contractor. 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.
- 4.3.3 **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 Contractor.
- 4.3.4 **Primary Insurance:** The Required Insurance policies, with respect to any claims related to this Contract, 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 Contractor's deductible or Self Insurance Retention (SIR).
- 4.3.5 **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.

4.4 **Verification of Coverage:**

- 4.4.1 Insurer or Broker of Contractor 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:
- 4.4.1.1 The Pima County tracking number for this Contract, which is shown on the first page of the Contract, and a project description, in the body of the Certificate,
 - 4.4.1.2 A notation of policy deductibles or SIRs relating to the specific policy, and
 - 4.4.1.3 Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its Agents.
- 4.4.2 Each Required Insurance policy and appropriate endorsements must be in effect not less than 15 days prior to commencement of work under this Contract. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Contract.
- 4.4.3 County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.
- 4.4.4 Cancellation Notice: Contractor's insurance policies and endorsements shall 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. Contractor must provide written notice to County within 2 business days of receipt of notice. For cancellation of non-payment, Insurer is to provide County with written notice 10 days prior to cancellation of policy.

- 4.5 **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 Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

5.0 INDEMNIFICATION

- 5.1 Contractor will indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.
- 5.2 Contractor warrants that all products and services provided under this Contract are non-infringing. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this Contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

6.0 COMPLIANCE WITH LAWS

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract will be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Contract will apply, but do not require an amendment.

7.0 INDEPENDENT CONTRACTOR

The status of Contractor will be that of an independent contractor. Neither Contractor nor Contractor's officers, agents, or employees will be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. Contractor will be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor will be solely responsible for its program development, operation, and performance.

8.0 SUBCONTRACTOR

Contractor will be 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 persons directly employed by it. Nothing in this contract will create 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.

9.0 ASSIGNMENT

Contractor will not assign its rights to this Contract in whole or in part, without prior written approval of the County. Approval may be withheld at the sole discretion of the County, provided that such approval will not be unreasonably withheld.

10.0 NON-DISCRIMINATION

- 10.1 Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors.
- 10.2 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.

11.0 AMERICANS WITH DISABILITIES ACT

Contractor 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 Contractor is carrying out a government program or services on behalf of County, then Contractor 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 Contract.

12.0 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.

13.0 FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, will not be construed as 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 will not be construed as an accord and satisfaction.

14.0 CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

15.0 TERMINATION/SUSPENSION

- 15.1 Termination for Convenience: County reserves the right to terminate this Contract at any time and without cause by serving upon Contractor thirty (30) days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
- 15.2 Termination for Cause: This Contract may be terminated at any time without advance notice and without further obligation by the County when Contractor is found by County to be in default of any provision of this Contract.
- 15.3 Non-Appropriation: Notwithstanding any other provision in this Contract, this Contract may be terminated 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 for services rendered prior to termination.
- 15.4 Suspension: County reserves the right to suspend Contractor's performance and payments under this Contract immediately upon notice delivered to contractor's designated agent in order to investigate Contractor's activities and compliance with this Contract. In the event of an investigation by County, Contractor 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, Contractor will be notified in writing that the contract will be immediately terminated or that performance may be resumed.

16.0 NOTICE

- 16.1 Contractor must 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.
- 16.2 Any notice required or permitted to be given under this Contract must be in writing and must be served by delivery or by certified mail upon the other party as follows:

County:

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

Contractor:

Executive Director
Tucson Youth Development (TYD)
1901 N. Stone Ave.
Tucson, AZ 85705

17.0 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.

18.0 OTHER DOCUMENTS

Contractor and County in entering into this Contract have relied upon information provided in the Pima County Solicitation RFP No. RFP-CSET-YSY-16-02 including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, Contractor's Proposal and on other information and documents submitted by the Contractor in its' response to said Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

19.0 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 will be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

20.0 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.

21.0 BOOKS AND RECORDS

- 21.1 Contractor must keep and maintain proper and complete books, records and accounts, which must be open at all reasonable times for inspection and audit by duly authorized representatives of County.
- 21.2 Contractor must retain all records relating to this contract at least five (5) years after Contractor submits its single or last expenditure report or until completion of any action and resolution of all issues which arise from any related litigation, claim, negotiations, audit or other action involving the records that was started before the expiration of the 5-year period, whichever is later.

22.0 AUDIT REQUIREMENTS

- 22.1 Contractor will:
 - 22.1.1 **Establish and maintain a separate, identifiable accounting of all funds provided by County under this Contract.** The accounting must record all expenditures which are used to support invoices and requests for payment from the County.
 - 22.1.2 Establish and maintain accounting records which identify the source and application of any funds not provided under this Contract used to support these Contract activities.
 - 22.1.3 Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
 - 22.1.4 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.
 - 22.1.5 Assure that any audit conducted pursuant to this Contract 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 Article, unless a different time is specified by County. The audit submitted must include Contractor responses, if any, concerning any audit findings.
 - 22.1.6 Pay all costs for any audit required or requested pursuant to this Article, unless the cost is allowable for payment with the grant funds provided pursuant to this Contract under the

appropriate federal or state grant law and the cost was specifically included in the Contractor's grant budget approved by County.

22.2 Contractor status:

22.2.1 If Contractor is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, Contractor will comply with the applicable audit requirements set forth in A.R.S. § 11-624, "Audit of Non-Profit Corporations Receiving County Monies."

22.2.2 If Contractor meets or exceeds the single audit threshold set forth in 2 C.F.R. § 200, Contractor 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 Contractor's fiscal year.

22.3 Timely submit the required or requested audit(s) to:

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

23.0 CONFIDENTIALITY

Contractor must maintain all client and applicant files confidential and will provide access to these files only to persons properly authorized. Contractor 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 contract services.

24.0 PUBLIC INFORMATION

24.1 Pursuant to Arizona Public Records law, A.R.S. § 39-121 *et seq.*, documents submitted by Contractor to County may be considered public records and may be subject to release to any member of the public. Records subject to release may include, but are not limited to: pricing, product or program specifications, work plans, and any supporting data.

24.2 In the event that County receives a public records request pursuant to A.R.S. § 39-121 *et seq.* for documents Contractor submitted to County, County will notify Contractor on the same day the request is made or as soon as possible thereafter.

24.3 County will release Contractor's records ten (10) business days after the date of notice to Contractor, unless Contractor has secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release will not be counted in the time calculation.

24.4 County will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records submitted to County by Contractor nor will County be in any way financially responsible for any costs associated with securing such an order.

25.0 ELIGIBILITY FOR PUBLIC BENEFITS

Contractor 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 Contract to the extent such provisions are applicable.

26.0 LEGAL ARIZONA WORKERS ACT COMPLIANCE

26.1 Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's 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.

- 26.2 County will have 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.
- 26.3 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, will be deemed to be 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, (subject to County approval if Minority and Women Business Enterprises preferences apply) as soon as possible so as not to delay project completion.
- 26.4 Contractor will advise each Subcontractor of County's rights, and the Subcontractor's obligations, under this Section 26.0 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."

- 26.5 Any additional costs attributable directly or indirectly to remedial action under Section 26.0 will be the responsibility of Contractor.

27.0 CHILD LABOR

Contractor will comply with all child labor laws, including, but not limited to A.R.S. § 23-230 *et seq.* which are hereby incorporated as provisions of this Contract to the extent such provisions are applicable.

28.0 FINGERPRINTING

Contractor will comply with applicable provisions of A.R.S. § 46-141, which are hereby incorporated as provisions of this Contract.

29.0 ISRAEL BOYCOTT CERTIFICATION

Contractor hereby certifies that it 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 Contractor may result in action by County up to and including termination of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

30.0 ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

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

PIMA COUNTY

Chair, Board of Supervisors

Date

ATTEST

Clerk, Board of Supervisors

CONTRACTOR



Authorized Officer Signature

JAY SLAUTER
Please print name

Executive Director
Title

10/10/2016
Date

APPROVED AS TO CONTENT



Community Services, Employment
& Training Director

APPROVED AS TO FORM



Karen S. Friar, Deputy County Attorney

EXHIBIT A
SCOPE OF WORK

SECTION 1 – PROGRAM OVERVIEW.

- 1.1 Contractor will provide workforce services to youth to prepare them for the workforce, ensuring they have the skills needed to successfully obtain and retain employment and, if applicable, to encourage them to stay in school.
- 1.2 Unless otherwise specified herein, participation in programs and activities financially assisted in whole or in part by this Contract 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.

SECTION 2 – PROGRAM GOALS.

- 2.1 Provide work experience to low-income youth in preparation for a career path leading to self-sufficiency.
- 2.2 Provide basic education to those youth:
 - 2.2.1 Performing below grade level and lacking credits needed to graduate; or
 - 2.2.2 Determined through academic assessment or detailed referral showing a two grade or more deficiency.
- 2.3 Help develop a trained and productive labor force to meet the needs of employers in Pima County.

SECTION 3 – PROGRAM ACTIVITIES – CONTRACTOR.

- 3.1 Level of service. Contractor agrees to accept the youth referred by County and will work with:
 - 3.1.1 Up to 40 youth, as referred or approved by County, in the Work Experience (“the WEX Program”);
 - 3.1.2 Up to 30 youth in Academic Instruction (“Education Program”); and
 - 3.1.3 Up to 10 youth in the Learn Earn Advance Prosper Program (“LEAP Program”).
- 3.2 Staffing.
 - 3.2.1 Contractor will provide the following:
 - 3.2.1.1 One (1) Workforce Coordinator (“WC”) for every forty (40) participants in the urban or rural WEX Program;
 - 3.2.1.2 One (1) WC for every ten (10) participants in the LEAP Program; and
 - 3.2.1.3 At least one (1) educational staff person for every fifteen (15) participants in the Education Program.
 - 3.2.2 Contractor must provide the following information to County:
 - 3.2.2.1 The name of each WC assigned to the programs;
 - 3.2.2.2 A valid fingerprint clearance card for each assigned WC; and
 - 3.2.2.3 Proof that each person’s name was submitted to the Central Registry. If a current fingerprint clearance card and Central Registration proof is on file with County, additional proof is not required.
- 3.3 Education and Training. For each youth accepted to participate in one of the programs (“Participant”), Contractor will:

- 3.3.1 Provide an orientation which covers, at a minimum:
 - 3.3.1.1 Attendance requirements;
 - 3.3.1.2 Time keeping procedures;
 - 3.3.1.3 Class or work schedule;
 - 3.3.1.4 Payroll schedule;
 - 3.3.1.5 Program and performance expectations; and
 - 3.3.1.6 Completion of necessary paperwork.
- 3.3.2 For Participants in the LEAP Program:
 - 3.3.2.1 Pay wages for work experience and stipends for classroom studies; and
 - 3.3.2.2 Provide case management.
- 3.3.3 Review Participant's file and prepare an Individual Employment Plan ("IEP") or Individual Service Strategy ("ISS") to insure that Participant has had, or receives, training on, at a minimum, the following topics:
 - 3.3.3.1 Opportunities in the labor market;
 - 3.3.3.2 Completing a job application;
 - 3.3.3.3 Writing a résumé;
 - 3.3.3.4 Interview techniques;
 - 3.3.3.5 Making appropriate career decisions;
 - 3.3.3.6 Skills to keep a job; and
 - 3.3.3.7 Survival skills for successful daily living.

3.4 Worksite recruitment and development for WEX and LEAP Programs. Contractor will:

- 3.4.1 Identify worksites that will provide appropriate work opportunities for youth and ensure that each worksite is qualified to provide training and work experience to the Participant(s).
- 3.4.2 Ensure that each worksite that agrees to participate in the WEX or LEAP Program:
 - 3.4.2.1 Does not use Participant to replace or do the work of employees who have been laid off; and
 - 3.4.2.2 Focuses on increasing the Participant's work-readiness skills.
- 3.4.3 Provide orientation for worksite supervisors. Orientation must include, but is not limited to:
 - 3.4.3.1 Review of the Worksite Agreement;
 - 3.4.3.2 Job and worksite safety issues; and
 - 3.4.3.3 Child labor laws.
- 3.4.4 Monitor worksites to ensure compliance child labor laws, safety regulations and applicable employment policies.
- 3.4.5 Administer Participants' payroll to ensure that all are paid at least the prevailing minimum wage in an accurate and timely manner and that required payroll taxes are timely paid.
- 3.4.6 Maintain Participant files, including all information required in SECTION 5 – PROGRAM SPECIFIC SERVICES.

3.5 Worksite Agreements. For each worksite that agrees to participate in the WEX or LEAP Program, Contractor will:

3.5.1 Execute a **Worksite Agreement** that commits the worksite to:

3.5.1.1 Supervise each Participant at all times;

3.5.1.2 Provide no less than one (1) supervisor for every four (4) Participants;

3.5.1.3 Assign only tasks consistent with the job description provided for the Participant;

3.5.1.4 Adhere to child labor laws and any other laws, policies and safety guidelines applicable to the Participant's age;

3.5.1.5 Assume liability for any injury to Participant or any damage to Participant's property that occurs at the worksite; and

3.5.1.6 Ensure that work experience arrangements do not unfavorably impact current employees and do not impair existing contracts for services or collective bargaining agreements.

3.5.2 Obtain a **written job description** for each position to be filled by a Participant that complies with child labor laws and any other laws, policies and safety guidelines to the Participant's age and the funding source requirements.

3.6 Participant performance. For each Participant, Contractor will:

3.6.1 If applicable, work with the referring Workforce Development Specialist ("WDS") to review and update Participant's IEP or ISS and determine appropriate job and worksite placement.

3.6.2 Ensure that the Participant is scheduled for:

3.6.2.1 WEX Program participant: 144 hours of work experience.

3.6.2.2 LEAP Program participant: 200 hours of work experience in a medical field.

3.6.2.3 Education Program participant: 96 hours of classroom instruction.

3.6.3 A least once each week, visit worksite and monitor Participant's performance of duties outlined in the Participant's job description.

3.6.4 Every other week, obtain an evaluation from the worksite supervisor on work readiness and abilities to perform the tasks and duties outlined in the Participant's job description.

3.6.5 For each participant in the LEAP Program, Contractor will:

3.6.5.1 Coordinate a work experience and job training program arranged by Tucson Youth Development staff. The program shall provide the following:

3.6.5.1.1 Work experience;

3.6.5.1.2 Job skill development;

3.6.5.1.3 Policies and procedures; and

3.6.5.1.4 Two sets of uniforms.

3.6.5.2 Reimburse medical facility for training costs up to \$2,000.00.

3.6.6 Document the academic or credit deficiency and academic gain or credit attainment (if any) obtained during the program for each youth's file.

3.6.7 Ensure and document that each youth entering the WEX Program is on schedule to graduate.

- 3.6.8 If the participant was referred by a WDS:
 - 3.6.8.1 Notify WDS of milestone completions.
 - 3.6.8.2 Refer back to WDS upon completion of, or dropping out from, the Program.
- 3.6.9 When problems arise:
 - 3.6.9.1 Intervene and work with the Participant and the worksite supervisor to help the Participant stay in the job;
 - 3.6.9.2 If a WDS referred the Participant:
 - 3.6.9.2.1 Notify WDS if supportive services are needed for the Participant;
 - 3.6.9.2.2 Notify WDS of other problems, not associated with the worksite, arise; and
 - 3.6.9.2.3 Discuss any disciplinary issues with WDS.
- 3.6.10 Participant remuneration. Contractor will:
 - 3.6.1 Pay each Participant for actual work experience at least the prevailing minimum wage plus required fringe for each hour worked at the assigned worksite.
 - 3.6.2 Pay each Participant stipends for education activities, not to exceed minimum wage for each hour of basic education attendance.

SECTION 4 – PROGRAM ACTIVITIES – COUNTY.

- 4.1 WDS may refer youth to Contractor for participation in the program.
- 4.2 County will provide Contractor with title(s), name(s), phone number(s), and email address(es) of Pima County ARIZONA@WORK staff who will work with Contractor's staff during the term of this Contract.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SECTION 5 – PROGRAM SPECIFIC SERVICES.

Program	Daisy Model	Targeted Numbers Served	Outcomes
<p>Work Experience (WEX) Average of 144 hours/youth WEX provides subsidized employment opportunities for youth ages 16-24 in urban and rural areas</p>	<p>Work Experience Support Services Follow-up Services Adult Mentoring Counseling Skill Training Leadership Development</p>	<p>40</p>	<ul style="list-style-type: none"> • 90% of referred Participants will successfully complete the program as measured by completing at least 95% of scheduled hours. • Participant will increase work readiness skills as measured through pre- and post-testing and assessment of performance in at least 5 out of the following six (6) objectives: <ul style="list-style-type: none"> * making career decisions; * using labor market information; * preparing résumés, * filling out applications; * interviewing/follow-up letters; and * daily living survival skills. • Increased occupational skills as measured through a pre- and post-testing and assessment (every other week) on at least 5 of the following 6 job-specific skill objectives: <ul style="list-style-type: none"> * consistent punctuality; * maintaining regular attendance; * demonstrating positive attitudes/behavior; * presenting appropriate appearance; * exhibiting good interpersonal relations; and * completing tasks effectively. • Initial assessment utilizing an Individual Service Strategy (ISS) form completed prior to the start of the program and an interim assessment prior to the conclusion of the program utilizing the “Youth Participant Interim Assessment Tool”.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Program	Daisy Model	Targeted Numbers Served	Outcomes
<p>Basic Education (Urban and Rural: Ajo)</p> <p>96 hours/youth</p> <p>Basic education program for skills deficient youth ages 16-24 in urban and rural areas.</p>	<p>Support Services</p> <p>Follow-up Services</p> <p>Adult Mentoring</p> <p>Tutoring</p> <p>Counseling</p> <p>Dropout Prevention</p>	<p>15 Urban</p> <p>15 Rural</p>	<ul style="list-style-type: none"> • Serve up to 30 youth and complete 27 • Participant will average a grade level increase of 0.5 grades and attain at least 80% proficiency in work readiness skills. • Youth with a basic skills deficiency will improve by one or more educational functioning levels in at least one testing area by the conclusion of the basic education program. Such improvement must be documented by Arizona Job Connection by entering pre- and post-test scores in the “Out of School Youth Testing” section.
<p>Learn Earn Advance Prosper (LEAP)</p> <p>Average 200 hours/youth</p> <p>Offers a pathway from health related vocational training in high school to paid internship and certification in the hospital after graduation; Opportunity for tuition reimbursement.</p>	<p>Work Experience</p> <p>Support Services</p> <p>Follow-up Services</p> <p>Skill Training</p> <p>Leadership Development</p> <p>Adult Mentoring</p> <p>Counseling</p>	<p>10</p>	<ul style="list-style-type: none"> • Onsite training for up to 10 youth at medical facility leading to careers in health sciences. • Transportation, Work Clothing and equipment as needed.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Program	Daisy Model	Individual Service Detail
Work Experience (WEX)	Work Experience	Onsite training in the public and private sectors at an employer arranged through Contractor.
	Support Services	Each youth will be provided with assistance, including, but not limited to: <ul style="list-style-type: none"> * bus passes; * clothes for work; and * equipment.
	Follow-up Services	<ul style="list-style-type: none"> • For not less than twelve (12) months. • Identify further services needed after exit from Case Management. • Enable the Participant to be successful in education and employment and continue life-long learning and achieve self-sufficiency.
	Skill Training	Work readiness and occupation skills training.
	Leadership Development	Activities to develop leadership skills may include, but are not limited to, attending workshops and becoming role models within the Participants' peer groups.
	Adult Mentoring	<ul style="list-style-type: none"> • Regular contact with each youth by Worksite Supervisor, Program Coordinator and WDS to help Participants retain employment and prepare for future promotion opportunities. • Coach youth in work ethic, job specific development and career development.
	Counseling	Comprehensive guidance by WDS, Worksite Supervisor, Program Coordinator and School Counselors. WDS may refer Participant to behavioral counseling vendor if determined appropriate.
	Dropout Prevention	Dropout Prevention Strategies, such as: <ul style="list-style-type: none"> • Mentoring and tutoring; • Service Learning; • Alternative Education; and • After school opportunities. Earning a wage assists in personal and family needs.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Program	Daisy Model	Individual Service Detail
Basic Education	Skill Training	Remedial education in areas of deficiency (Reading, Math or language). Deficiency determined by Test of Adult Basic Education (TABE).
	Support Services	Each youth will be provided with assistance, including, but not limited to: <ul style="list-style-type: none"> * bus passes; * clothes for work; and * equipment.
	Follow-up Services	<ul style="list-style-type: none"> • For not less than twelve (12) months. • Identify further services needed after exit from WIOA Case Management. • Enable the Participant to be successful in education and employment and continue life-long learning and achieve self-sufficiency.
	Adult Mentoring	<ul style="list-style-type: none"> • Regular contact with each youth by Classroom Instructor, School Counselor, Program Coordinator and WDS to help participants retain employment and prepare for future promotion opportunities. • Coach youth in work ethic, job specific development and career development.
	Counseling	Comprehensive guidance by WDS, Classroom Instructor, Program Coordinator and School Counselors. WDS may refer Participant to behavioral counseling vendor if determined appropriate.
	Dropout Prevention	Dropout Prevention Strategies, such as: <ul style="list-style-type: none"> • Mentoring and tutoring; • Service Learning; • Alternative Education; and • After school opportunities. Earning a wage assists in personal and family needs.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Program	Daisy Model	Individual Service Detail
Learn Earn Advance Prosper (LEAP)	Work Experience	Onsite training in hospital setting at medical facilities designed to lead to employment opportunities in health sciences for ten (10) Participants.
	Support Services	Each youth will be provided with assistance, including, but not limited to: <ul style="list-style-type: none"> * bus passes; * clothes for work; and * equipment.
	Follow-up Services	<ul style="list-style-type: none"> • For not less than twelve (12) months. • Identify further services needed after exit from Case Management. • Enable the Participant to be successful in education and employment and continue life-long learning and achieve self-sufficiency.
	Skill Training	<ul style="list-style-type: none"> • Training in Patient Care Tech and Phlebotomy. • Specific skills for work readiness for Patient Care Technician include: <ul style="list-style-type: none"> * Delivery of food trays to patients; * Assistance in feeding patients; * Responding to patient call lights; * Assisting in patient comfort; and * Assisting assigned Patient Care Tech. • Specific Skills for Phlebotomist include: <ul style="list-style-type: none"> * Fundamentals of Phlebotomy; * Specimen centrifugation; * Utilization of the collection; * Needle Safety; * Receiving Phlebotomy samples in the lab system; and * Customer Service.
	Leadership Development	Activities to develop leadership skills may include, but are not limited to, attending workshops and becoming role models within the Participant's peer groups.
	Adult Mentoring	<ul style="list-style-type: none"> • Regular contact with each youth medical facility Staff, Program Coordinator and WDS to help Participants retain employment and prepare for future promotion opportunities. • Coach youth in work ethic, job specific development and career development.
	Counseling	Comprehensive guidance by WDS, medical facility Staff, Program Coordinator, School Counselors and JTED Staff. WDS may refer Participant to behavioral counseling vendor if determined appropriate.

SECTION 6 – TARGET.

6.1 In-school youth, ages fourteen to twenty-one (14-21); and

6.2 Out-of-school youth, ages sixteen to twenty-four (16-24).

SECTION 7 – REPORTING.

- 7.1 Monthly reports. Contractor must, no later than the 10th day of each month:
 - 7.1.1 Provide the referring WDS, if applicable, or, if no referring WDS, the County’s Community Services Manager for Youth Services with a monthly progress report on each Participant for the previous month’s activities; and
 - 7.1.2 Review and confirm or correct Client Logs in the County’s required database(s). The Client Log is a list of Participants that shows required and targeted post-test dates, expected end dates, and expected outcomes.
- 7.2 No later than May 31, 2017, Contractor will provide the reports set forth below to the County’s Community Services Manager for Youth Services:
 - 7.2.1 Work Experience Report. Report must contain the following information for each Participant:
 - 7.2.1.1 Enrollment and attendance records;
 - 7.2.1.2 Outcome of the pre- and post-testing for work readiness (Exhibit B);
 - 7.2.1.3 Participant’s worksite agreement; and
 - 7.2.1.4 Completed Skill Attainment Record.
 - 7.2.2 Summary Report. Report must include:
 - 7.2.2.1 Work Experience (WEX and LEAP).
 - 7.2.2.1.1 Number of Participants reporting to a worksite;
 - 7.2.2.1.2 Completion results; and
 - 7.2.2.1.3 Demographics of individuals served.
 - 7.2.2.2 Basic Education.
 - 7.2.2.2.1 Enrollment and attendance records;
 - 7.2.2.2.2 Number of youth served;
 - 7.2.2.2.3 Number of youth completing the program; and
 - 7.2.2.2.4 Pre- and post-test results.

SECTION 8 – BUDGET.

8.1 Contractor will be paid on a Unit Cost basis for services during November 22, 2016 through May 15, 2017 for the Basic Education Program and January 1, 2017 through May 15, 2017 for the Work Experience and LEAP Programs as follows:

8.1.1 **Work Experience – WEX Program**

Budget Item	Number of Participants	Unit Cost* per Participant	TOTAL
Enrolled Participants	40	\$1,239.30	\$49,572.00
Completed Participants	36	\$ 918.00	\$33,048.00
Total Budget			\$82,620.00

8.1.2 Work Experience – LEAP Program

Budget Item	Number of Participants	Unit Cost* per Participant	TOTAL
Enrolled Participants	10	\$1,416.15	\$14,161.50
Completed Participants	9	\$1,049.00	\$ 9,441.00
Total Budget			\$23,602.50

8.1.3 Basic Education Program

Budget Item	Number of Participants	Unit Cost* per Participant	TOTAL
Enrolled Participants	30	\$ 766.46	\$22,993.80
Completed Participants	27	\$ 567.75	\$15,329.25
Total Budget			\$38,323.05

*Unit cost includes: Staff and Participant wages and fringe, participant training (for LEAP), staff travel, and administrative costs.

- 8.1 Contractor will be entitled to payment of 60% of the total cost per Participant after the Participant is enrolled and has attended three (3) days of the Program. The remaining 40% will be paid when the Participant completes the program and has received a certificate of completion.
- 8.3 Participant Completion is defined as:
 - 8.3.1 Working at least 90% of the hours scheduled; and
 - 8.3.2 Scoring at least an 80% on each selected skill in the Skills Attainment Record.

END OF EXHIBIT A

JT-036-1 (5-00)

SKILL ATTAINMENT RECORD- WORK READINESS EDUCATION SKILLS

PARTICIPANT'S NAME:				SOC.SEC.NO			REGISTRATION DATE:				
TRAINING SITE					TRAINING SITE <i>(Skills 7-12)</i>						
POINT OF DETERMINATION <i>(Skills 1-6)</i>					POINT OF DETERMINATION <i>(Skills 7-12)</i>						
					(1)						
SKILL	Name of Assessment	(2) Proficiency Requirement	Pre-Test Score	Date Goal Set in ISS	IN NEED OF TRAINING		(3) Training Provided	Post-Test Score	Date Goal Achieved	(4) Skill Attained	
					Yes	No				Yes	No
1. Making Career Decisions	EST	80%	%				IN CLASSROOM E.S.T.	%			
2. Using Labor Market Information	EST	80%	%				IN CLASSROOM E.S.T.	%			
3. Preparing Resumes	EST	80%	%				IN CLASSROOM E.S.T.	%			
4. Completing Application	EST	80%	%				IN CLASSROOM E.S.T.	%			
5. Interview/Writing Follow-Up Letters	EST	80%	%				IN CLASSROOM E.S.T.	%			
6. Survival-Daily Living Skills	EST	80%	%				IN CLASSROOM E.S.T.	%			
7. Maintaining Regular Attendance	EST	90%	P/N				WEX	%			

8. Being Consistently Punctual	EST	90%	P/N				WEX	%			
9. Exhibiting Appropriate Attitude/ Behaviors	EST	80%	P/N				WEX	%			
10. Presenting Appropriate Appearance	EST	80%	P/N				WEX	%			
11. Demonstrating Good Interpersonal Relations	EST	80%	P/N				WEX	%			
12. Completing Tasks Effectively	EST	80%	P/N				WEX	%			

TOTAL IN NEED OF TRAINING
 (Minimum 5 of 12 Core Skills needed for attainment of Youth Work Readiness Skill)

SKILLS ATTAINED
 (100% Requirement)

TOTAL

- (1) Enter the stage in the process where the pre-assessment was made (intake, assessment, orientation, etc.)
- (2) Enter level of achievement (benchmark) for each skill.
- (3) Enter the program activity (ies) where training occurred.

LEVEL

Participant must demonstrate proficiency at the required benchmark in all Work Readiness Skills

END OF EXHIBIT A