



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

Requested Board Meeting Date: June 20, 2017

or Procurement Director Award

Contractor/Vendor Name (DBA): Catholic Community Services of Southern Arizona, Inc. ("CCS") dba Pio Decimo

Project Title/Description:

Workforce Development Services for youth

Purpose:

Contractor coordinates the development of the summer youth recruitment pool, development of selection lists for County and agency site placements, arrangement of employability skills training for participants; maintenance of ongoing enrollment; as well as provides support for other youth workforce programs in the fall.

Procurement Method:

RFP No. CSET-WFS-2016-06

Program Goals/Predicted Outcomes:

Contractor will recruit up to 4,000 youth for year-round program activities, match up to 1,200 youth in the summer program activities and recruit up to 50 worksites for youth during the school year.

Public Benefit:

This program provides income for low-income youth and provides youth with resume building work experience..

Metrics Available to Measure Performance:

Monthly reports: Number of youth served, completed, exited, placed in a job and average wage of placement.

Retroactive:

No

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To: CoB- 6-14-17 (1)
Ver. - 1
Pgs. - 15 Addendum

Original Information

Document Type: CT Department Code: CS Contract Number (i.e.,15-123): 17-381
Effective Date: 7/1/17 Termination Date: 6/30/18 Prior Contract Number (Synergen/CMS): N/A
 Expense Amount: \$ 57,545.00 Revenue Amount: \$ _____
Funding Source(s): General Funds

Cost to Pima County General Fund: \$57,545.00

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...* 6/9/17
Deputy County Administrator Signature/Date: *J. Lee* 6/13/17
County Administrator Signature/Date: *C. D. ...* 6/14/17
(Required for Board Agenda/Addendum Items)

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

Program Name: Workforce Development Services

Contractor: Catholic Community Services of Southern
Arizona, Inc. ("CCS") dba Pio Decimo

CCS Administrative Office 140 W. Speedway Boulevard, #230 Tucson, AZ 85705	Pio Decimo 848 S 7 th Avenue Tucson, AZ 85701
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DUNS: 114439730

Program Description: Provide workforce development
services to youth ages 14 to 21

Contract Term: July 1, 2017, or upon execution by
Pima County Board of Supervisors,
whichever is later, through June 30,
2018

Contract Amount: \$57,545.00

Funding: Pima County General Funds

CONTRACT

NO. CT-CS-17-381

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 Catholic Community Services of Southern Arizona, Inc. dba Pio Decimo, a non-profit corporation registered to do business in the State of Arizona ("Contractor").

RECITALS

- A. County operates a workforce development program at 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's Workforce Investment Board ("WIB"), issued Request for Proposals No. RFP-CSET-WFS-2016-06 ("the RFP") for workforce development services.
- D. Contractor has submitted a response to the RFP that is beneficial to the residents of the County.
- E. The Pima County Board of Supervisors finds that Contractor has specialized training and expertise in providing workforce development services.
- F. 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. Original Term. This Contract will commence on July 1, 2017 or upon execution by the County, whichever is later, and will terminate on June 30, 2018 (the "Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised Extension Options.
- 1.2. Extension Options. County may renew this Contract 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.

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:
 - 2.1.3.1. In a humane and respectful manner and in accordance with any applicable professional standards; and
 - 2.1.3.2. 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 \$57,545.00 ("the Maximum Allocated Amount").
- 3.2. Funding is from Pima County General Funds.
- 3.3. **Contractor must submit a request for reimbursement by the fifteenth (15th) day of each month** for services provided the previous month.
- 3.4. Each monthly Request for Reimbursement must:
 - 3.4.1. Reference this contract number.
 - 3.4.2. 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.
 - 3.4.3. Be for services and costs identified in **Exhibit A**.

- 3.4.4. Be accompanied by documentation which must include, but is not limited to:
 - 3.4.4.1. A summary report of monthly expenditures by expense categories as shown in approved budget in **Exhibit A**.
 - 3.4.4.2. Copies of invoices, receipts and/or checks (front and back) to support all purchases of goods or services.
 - 3.4.4.3. If reimbursement is authorized, detailed travel reports to support all travel expenses.
 - 3.4.4.4. If reimbursement is authorized for personnel costs, time sheets or other records that specify the hours worked on this Contract and the total hours worked in the pay period. Time sheets must show the days and hours worked and must be signed by the employee and the supervisor with direct knowledge of the employee's efforts.
 - 3.4.4.5. Fringe benefit calculations at the rate shown in the approved budget in **Exhibit A**.
 - 3.4.4.6. Any other documentation requested by County.
- 3.5. Be only for participants determined eligible by County.
- 3.6. **Contractor must utilize funds available under this Contract to supplement rather than supplant funds otherwise available.** Contractor may not bill the County for costs which are paid by another source. Contractor must notify County within ten (10) days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Contract.
- 3.7. 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.
- 3.8. Contractor will not be paid until all of the following conditions are met:
 - 3.8.1. Contractor has registered as a Pima County Vendor at the following web address -- <https://secure.pima.gov/procurement/vramp/login.aspx>;
 - 3.8.2. This Contract is fully executed; and
 - 3.8.3. Adequate and accurate documentation is provided with the request for payment or invoice.
- 3.9. Contractor will report to the County:
 - 3.9.1. Accrued expenditures; and
 - 3.9.2. All other fiscal resources applied to expenses incurred in providing services under this Contract.
- 3.10. County may, at its sole discretion:
 - 3.10.1. Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.
 - 3.10.2. Liquidate funds available under this Contract for costs incurred by County on behalf of Contractor.
 - 3.10.3. **Deny full payment** for requests for reimbursement that are submitted to County after the date set forth in Paragraph 3.3. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
- 3.11. Pursuant to A.R.S. § 11-622, **County will deny reimbursement completely** for requests for payment made later than six months after the last item of the account accrues.
- 3.12. Changes between budget line items may only be made as follows:

- 3.12.1. 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.**
- 3.12.2. 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.**
- 3.13. 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. Notice of Cancellation: Each insurance policy required by the insurance provisions of this Contract must provide the required coverage and must not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Pima County. Such notice must be sent directly to the **Department Director, 2797 E. Ajo Way, Tucson, AZ 85713** and by certified mail, return receipt requested.
- 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 wavier endorsements for the County and its Agents.

4.4.2. Each Required Insurance policy and appropriate endorsements must be in effect not less than fifteen (15) days prior to commencement of work under this Contract. 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 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 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.

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

6.0 LAWS AND REGULATIONS

- 6.1. Compliance with Laws; Changes. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this

contract. Any changes in the governing laws, rules, and regulations during the terms of this Contract will apply, but do not require an amendment.

- 6.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 6.3. Choice of Law; Venue. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract must be brought in a court of the State of Arizona in Pima County.
- 6.4. Fingerprinting. Contract will comply with applicable provisions of A.R.S. § 46-141, which are hereby incorporated as provisions of this Contract.
- 6.5. Child labor. Contractor will comply with applicable provisions of A.R.S. § 46-141, which are hereby incorporated as provisions of this Contract.

7.0 INDEPENDENT CONTRACTOR

- 7.1. Contractor is an independent contractor. Neither Contractor nor any of Contractor'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.
- 7.2. Contractor is responsible for paying all federal, state and local taxes on the compensation by Contractor under 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.
- 7.3. Contractor will be solely responsible for its program development, operation, and performance.

8.0 SUBCONTRACTOR

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

9.0 ASSIGNMENT

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

10.0 NON-DISCRIMINATION

- 10.1. Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow down of all provisions and requirements to any subcontractors.
- 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, in one or more instances, upon the other party's full and complete performance under this Contract, 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.

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. Without Cause: County may terminate this Contract at any time, without cause, by serving a written notice upon Contractor at least thirty (30) days before the effective date of the termination. 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 With Cause: County may terminate this Contract at any time without advance notice and without further obligation to County finds Contractor to be in default of any provision of this Contract.
- 15.3. Non-Appropriation: Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than for services rendered prior to termination.

16.0 NOTICE

- 16.1. Contractor 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.
- 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
Pio Decimo
848 S 7th Ave.
Tucson, AZ 85701

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-WFS-2016-06 (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 will 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 will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

22.0 AUDIT REQUIREMENTS

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."

23.0 PROPERTY OF THE COUNTY

- 23.1. Contractor 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 Contract are the sole property of the County. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else, nor will Contractor use or release these materials without the prior written consent of the County.

24.0 DISPOSAL OF PROPERTY

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

25.0 CONFIDENTIALITY. Contractor will:

- 25.1. Keep all participant files and information collected pursuant to this Contract, confidential, except as set forth in this Contract;
- 25.2. Provide access to these files only to persons properly authorized; and
- 25.3. 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 participants.

26.0 PUBLIC RECORDS

- 26.1. 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 Contract, 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.
- 26.2. Records Marked Confidential; Notice and Protective Order.
- 26.2.1. If Contractor reasonably believes that some of the records described in paragraph 24.1 above contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records “CONFIDENTIAL.”
- 26.2.2. In the event that a public records request is submitted to County for records marked “CONFIDENTIAL,” County will notify Contractor of the request as soon as reasonably possible.
- 26.2.3. County will release the records ten (10) business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records.
- 26.2.4. 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.

27.0 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.

28.0 LEGAL ARIZONA WORKERS ACT COMPLIANCE

- 28.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to 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.
- 28.2. Books and Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party’s compliance with the State and Federal Immigration Laws.
- 28.3. Remedies for Breach of Warranty. Any breach of Contractor’s or any subcontractor’s warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this Section 26, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.
- 28.4. Subcontractors. 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."

29.0 NO THIRD PARTY BENEFICIARIES

Nothing in the provisions of this Contract is intended to create duties or obligations to or rights in third parties not parties to this Contract or affect the legal liability of either party to the Contract by imposing any standard of care different from the standard of care imposed by law.

30.0 ISRAEL BOYCOTT CERTIFICATION

Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract 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 Contract

31.0 ENTIRE AGREEMENT

- 31.1. 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.
- 31.2. 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

Marguerite D Harmon
Authorized Officer Signature

MARGUERITE D HARMON
Print name

CEO

Title

5-30-2017
Date

APPROVED AS TO CONTENT

Charles [Signature]
Director, Community Services, Employment & Training

APPROVED AS TO FORM

[Signature] **TOBIN ROSEN** 5/30/17
for Karen S. Friar, Deputy County Attorney

SCOPE OF WORK

1.0 PROGRAM OVERVIEW.

- 1.1. Contractor will provide One Stop operations services at Contractor's and Pima County ARIZONA@WORK Career Center System facilities. Contractor will work with youth seeking career center ("Pima County ARIZONA@WORK") services.
- 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.

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 authorized under the WIOA with Pima County ARIZONA@WORK, mandated partners, and other contractors.

3.0 ONE STOP OPERATIONS – GENERAL.

- 3.1. No activities performed under this Contract may displace a currently employed worker. Displacement includes not only firing or layoff, but also partial displacement such as a reduction in hours of non-overtime work or a reduction of employment benefits. **Contractor must prohibit displacement in all subcontracts.**
- 3.2. Contractor must 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
 - 3.2.2. In activities that are not covered under the Occupational Safety and Health Act of 1970, participants are not required or permitted to work, be trained, or receive services in buildings or surroundings under which working conditions are unsanitary, hazardous or dangerous to the participants' health or safety.
- 3.3. Contractor must ensure that any participant employed or trained for inherently dangerous occupations (e.g. fire or law enforcement) is assigned to entities that consistently follow reasonable safety practices.
- 3.4. Contractor will provide title(s), name(s), phone number(s), and email address(es) of the supervisor(s) of personnel providing services pursuant to this Contract.
- 3.5. Grievances: Contractor 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. Provide contact information for Pima County ARIZONA@WORK personnel with whom Contractor will interact.

3.6.2. For Contractor personnel providing One Stop operation services at a County facility, provide workspace, phone, computer and office supplies.

4.0 **ONE STOP OPERATIONS – CONTRACTOR.**

4.1. General Requirements. Contractor will:

4.1.1. Assign **one (1) FTE Youth Opportunities Coordinator (“YOC”)** to provide the services set forth in paragraph 4.2 below.

4.1.2. Ensure staff participate in One Stop training required to successfully perform the obligations set forth in this Contract. Training is available through federal, state and local sources.

4.1.3. Prior to replacing an individual providing services pursuant to this Contract, 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 Contractor’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 staff:

4.1.1.1. Are familiar with federal program requirements and Pima County ARIZONA@WORK policies, procedures and the Summer Youth Internship Program.

4.1.1.2. Refuse remuneration of any kind from participants, participating employers, training vendors or any other person or entity.

4.1.2. Ensure that staff providing services at a Pima County ARIZONA@WORK location:

4.1.2.1. Work scheduled hours (personnel may not be assigned to work during hours that the county location is not open for business);

4.1.2.2. Inform both Contractor and assigned County contact the morning of an absence due to illness or necessary appointments; and

4.1.2.3. Notify County contact in advance of any meetings or other activities of Contractor which will result in an absence from the Pima County ARIZONA@WORK location.

4.2. Youth Opportunities Coordinator (“YOC”) activities. The YOC must 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. Year-round Job Opportunities for youth. The YOC will:

4.2.1.1. Organize 15 job fairs for youth employment opportunities.

4.2.1.2. Work with Pima County employers to develop on-the-job training opportunities, internships, and work experience for Pima County ARIZONA@WORK youth participants.

4.2.1.3. Assist employers in documenting specific job requirements for job openings and ensure job openings are accurately listed in the Arizona Job Connection database.

- 4.2.1.4. Attend community resource fairs to promote youth employment opportunities available through Agency and Pima County ARIZONA@WORK.
 - 4.2.1.5. Organize and host career and employer networking events every month.
 - 4.2.1.6. Coordinate volunteer and community service events for youth.
 - 4.2.1.7. Interview and counsel youth participants to determine short- and long-term goals, barriers to employment and need for additional training and education.
 - 4.2.1.8. Evaluate the needs of youth participants for additional services such as mental-health related issues and emergency housing and coordinates referrals with appropriate agencies.
 - 4.2.1.9. Provide individual and group counseling related to job loss and reemployment.
 - 4.2.1.10. Develop and conducts employability skills workshops to address general and specific workforce career and job search issues.
 - 4.2.1.11. Work with the Pima County Public Library to assist with the year-round Library Page Program offering work opportunities for youth:
 - 4.2.1.11.1. Complete application process with participant.
 - 4.2.1.11.2. Administer TABE assessment.
 - 4.2.1.11.3. Refer qualified participants to Library.
 - 4.2.1.11.4. Assist participants with the NEOGOVE New Hire Process to ensure all tasks required to be hired as a county employee are completed.
 - 4.2.1.11.5. Enter required data into the county database(s) for each Library Page Program applicant.
 - 4.2.1.12. Assist with special projects. In the event that the special project will result in a change in the Outcomes set forth in Section 6, the parties will execute a contract amendment.
- 4.3. Summer Youth Intern Program (“SYIP”) activities.
- 4.3.1. General. The YOC will:
 - 4.3.1.1. Distribute applications to youth, parents, schools, counselors, and other interested parties.
 - 4.3.1.2. Respond to inquiries regarding SYIP.
 - 4.3.1.3. Work with County departments and contracted providers to develop work opportunities for SYIP youth accepted into the Program.
 - 4.3.1.4. Assist in hiring support staff for SYIP.
 - 4.3.1.5. Supervise intermittent staff members who provide support to SYIP; set staff work schedules.
 - 4.3.1.6. Coordinate volunteers and volunteer activities for SYIP.
 - 4.3.2. Applicants. For each application, the YOC will:
 - 4.3.2.1. Contact youth applicants meeting basic eligibility standards.
 - 4.3.2.2. Schedule and administer the Test of Adult Basic Education (“TABE”) to determine capabilities of SYIP applicants
 - 4.3.2.3. Analyze information provided in youth applications and test scores and coordinate with contracted providers, County Board of Supervisor staff and County departments to match successful applicants with appropriate SYIP positions.

- 4.3.2.4. Enter data from all applications into the SYIP tracking system.
- 4.3.2.5. Maintain a list of all applicants. The list must include the reasons for placement, or non-placement, of each youth into an SYIP position.
- 4.3.2.6. Conduct orientation introductions at the Pima County Youth Center.
- 4.3.3. Internships. The YOC must:
 - 4.3.3.1. Place youth with the Pima County Board of Supervisors, Board of Supervisors' staff, county department staff, contracted providers (collectively "intern employers") for work experience during the months of May, June and July.
 - 4.3.3.2. Conduct SYIP orientation meetings for intern employers and all interns assigned to internships.
 - 4.3.3.3. Work with county departments and other employers participating in SYIP to ensure that SYIP interns receive employability skills training in a consistent manner.
 - 4.3.3.4. Monitor SYIP interns to ensure compliance with performance expectations.
 - 4.3.3.5. Monitor contracted providers to ensure that SYIP interns are being presented with satisfactory work opportunities and that the providers are performing in compliance with the terms of the contract.
 - 4.3.3.6. Collect intern SYIP timecards and distribute paychecks.
 - 4.3.3.7. Coordinate with schools and provide necessary documentation of work performed so that students may earn school credit for the summer internship.

5.0 TARGET POPULATION. Youth, ages 14 through 21, who reside in Pima County and meet eligibility requirements for the SYIP.

6.0 OUTCOMES. Contractor will meet the following annual service levels:

6.1. Year-round Job Opportunities

Services Levels	Number for Youth
Recruit employers to work with One Stop on a yearly basis regarding staffing needs and training requirements.	50
Contact new employers monthly to participate in the One Stop program	10
Average monthly worksites for WIOA Out-of-School Youth	5

6.2. SYIP Program

Services Levels – Number of Youth	Number
Apply to Workforce Development Services Program	550
Place into an SYIP position	400

7.0 BUDGET.

7.1. Contractor will be paid on a Cost Reimbursement basis as follows:

<u>Budget Line Item</u>	<u>Amount allocated for July 1, 2017 through June 30, 2018</u>
Salary and Fringe (No overtime)	\$47,615.00
Staff Development	\$0.00
Travel	\$408.00
Communications	\$0.00
Other operating expenses	\$9,522.00
Total	\$57,545.00

7.2. 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 Contract.

7.3. Staff overtime is not authorized under this Contract and will not be reimbursed.

8.0 **REPORTS.**

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

8.1.1. Summary Report WDS to include, at a minimum:

- 8.1.1.1. Number served;
- 8.1.1.2. Number placed;
- 8.1.1.3. Number placed into WIB target industries;
- 8.1.1.4. Number completed;
- 8.1.1.5. Number exited; and
- 8.1.1.6. Average wage at placement.

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

- 8.1.2.1. Preliminary Financial Closeout Report, no later than July 15 of the contract year. County may require that this report be provided sooner.
- 8.1.2.2. 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.
- 8.1.2.3. Contractor will provide other records and reports as requested by the Director or designee of the Community Services, Employment & Training Department.

END OF EXHIBIT A