



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

Award Contract Grant

Requested Board Meeting Date: February 20, 2018

* = Mandatory, information must be provided

or Procurement Director Award

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

Portable Practical Educational Preparation, Inc.

***Project Title/Description:**

New Employee Transition Program (NET) - Health Profession Opportunity Grant (HPOG) workforce development in the health field.

***Purpose:**

Portable Practical Educational Preparation, a subrecipient, will provide workforce development services, including training, coaching, and mentoring, to eligible individuals enrolled in health professions to help companies improve retention and career advancement.

Attachment: Contract Number CT-CS-18-222

***Procurement Method:**

Request for Proposals No. RFP-CSET-WFS-2016-06 per Pima County Board of Supervisors Policy D29.6 - Selection and Contracting of Professional Services.

***Program Goals/Predicted Outcomes:**

85% of employees participating in NET will continue on the job for 12 months after completion of training.

***Public Benefit:**

Increase the supply of trained individuals for healthcare occupations that are in demand locally.

***Metrics Available to Measure Performance:**

Monthly reports:

Number of employers and employees served during the month;

Hours of workforce development services provided to each HPOG employee;

Number of HPOG employees remaining in the job at the end of the month;

Summary of issues identified which hinder employment and achievements as a result of NET services; and

List of case closures.

***Retroactive:**

No.

To: COB - 1-25-18
Ver. - 1
pgs. - 18 (1)

Procurement Dept 01/24/18 PM02:03

Contract / Award Information

Document Type: CT Department Code: CS Contract Number (i.e.,15-123): 18-222

Effective Date: 3/30/18 Termination Date: 3/29/19 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* 50,000.00 Revenue Amount: \$ _____

*Funding Source(s) required: Intergovernmental Agreement with Pima Community College recipient of the Health Profession Opportunity Grant (HPOG)

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

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

*Is the Contract to a vendor or subrecipient? Subrecipient

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval

Vendor is using a Social Security Number? Yes No

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

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

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

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

*Funding Source(s) required:

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

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

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

Effective Date: _____ Termination Date: _____ Amendment Number: _____

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

*All Funding Source(s) required:

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

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

*Funding Source: _____

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

Contact: Rise Hart

Department: Community Services Telephone: 724-5723

Department Director Signature/Date: *Charles Guy* 1/18/18

Deputy County Administrator Signature/Date: *[Signature]* 1/23/18

County Administrator Signature/Date: *[Signature]* 1/24/18
(Required for Board Agenda/Addendum Items)

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

Program Name: New Employee Transition Program (“NET”)

Awardee: Portable Practical Educational Preparation, Inc.
802 E. 46th Street
Tucson, AZ 85713

DUNS: 092671866

SAM Registration Date: 11/17/17

Program Description: Health Profession Opportunity Grant
 (“HPOG”)

Contract Term: March 30, 2018, or upon execution by Pima
County Board of Supervisors, whichever is
later, through March 29, 2019

Contract Amount: \$50,000.00

Funding: Intergovernmental Agreement (IGA) with Pima
Community College (PCC) recipient of the
Health Profession Opportunity Grant (HPOG)

CONTRACT
NO. <u>CT-CS-18-222</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

Is this a Research and Development Contract: No

Awardee is a X Subrecipient _____ Contractor

Match NO Indirect Costs NO

Grant ID/Contract Number	Award Date	CFDA	Program Description	National Funding	Pima County Award
PCC2015-2020	2017	93.093	HPOG	\$58,000,000.00	\$593,993.00

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

RECITALS

- A. Pima Community College (“PCC”) received a Health Profession Opportunity Grant (“HPOG”) from the U.S. Department of Health and Human Services.
- B. PCC awarded HPOG funds to County, as a Subrecipient, for workforce development opportunities in healthcare fields to Pima County ARIZONA@WORK Job Center clients.
- C. Pursuant to A.R.S. § 11-254.04, County may appropriate and spend public monies for and in connection with activities that the County Board of Supervisors finds and determines will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of County inhabitants.
- D. County finds that the provision of services to develop careers in healthcare fields 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.

- E. County's Workforce Investment Board ("WIB"), issued Request for Proposals No. RFP-CSET-WFS-2016-06 ("the RFP") for HPOG workforce development services.
- F. Awardee submitted a response to the RFP that is beneficial to the residents of the County.
- G. The Pima County Board of Supervisors finds that Awardee has specialized training and expertise in providing workforce development services that are eligible for HPOG funding.
- H. The Pima County Board of Supervisors finds that entering into this Agreement is in the best interests of the residents of Pima County.

NOW, THEREFORE, the parties agree as follows:

1.0 TERM AND EXTENSIONS

- 1.1. Term. This Agreement will commence on March 30, 2018 or upon execution by the County, whichever is later, and will terminate on March 29, 2019.
- 1.2. This Agreement may be modified, amended, or altered only by written amendment signed by the parties. County must approve any amendment to the Agreement before Awardee commences services under the amendment.
- 1.3. Notwithstanding paragraph 1.1 above, the term of this Agreement will survive and remain in effect during any period that Awardee has control over grant funds, including program income.

2.0 SCOPE OF SERVICES

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

2.5 Confidentiality. Awardee:

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

3.0 COMPENSATION AND PAYMENT

- 3.1 In consideration for the services specified in **Exhibit A** of this Agreement, County agrees to pay Awardee **an amount not-to-exceed \$50,000.00** ("the Maximum Allocated Amount").
- 3.2. Payment will be made from the federal HPOG grant funds County received from Pima Community College (with the U.S. Department of Health and Human Services "the Awarding Agency").
- 3.3. Payment of the full Maximum Allocated Amount is subject to the Awarding Agency allocating and making available to County the amount set forth above for this Agreement. The Maximum Allocated Amount may be decreased at any time due to reduction, termination, or any other change in the grant funding being provided to County. **Unexpended funds will not be carried over into another fiscal year.**
- 3.4 **Awardee must submit a request for reimbursement every month**, even if no funds are being requested for the prior month. Requests for reimbursement are due as follows:

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

- 3.5 Each monthly Request for Reimbursement must:
 - 3.5.1 Reference this contract number.
 - 3.5.2 Be approved and signed by the person(s) that prepared the request and an authorized manager, supervisor or executive of the Awardee to insure proper internal financial controls.
 - 3.5.3 Be for services and costs identified in **Exhibit A**.
 - 3.5.4 Be accompanied by documentation which must include, but is not limited to:
 - 3.5.4.1 A summary report of monthly expenditures by expense categories as shown in the approved budget in **Exhibit A**.
 - 3.5.4.2 Copies of invoices, receipts and/or checks (front and back) to support all purchases of goods or services.
 - 3.5.4.3 If reimbursement is authorized for travel, detailed travel reports to support all travel expenses.
 - 3.5.4.4 Any other documentation requested by County.
 - 3.5.5 If reimbursement is authorized for personnel costs, be accompanied, at a minimum by the following documentation for each pay period:

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

- 3.12.2 Liquidate funds available under this Agreement for costs incurred by County on behalf of Awardee.
- 3.12.3 **Deny full payment** for requests for reimbursement that are submitted to County after the date set forth in Paragraph 3.4. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
- 3.13 Pursuant to A.R.S. § 11-622, County **will deny reimbursement completely** for requests for payment made later than six months after the last item of the account accrues.
- 3.14 Changes between budget line items may only be made as follows:
- 3.14.1 Changes of up to and including 15% of the total budget amount may be granted by and at the sole discretion of the Director of Community Services, Employment and Training (CSET) or his designee. Awardee must submit a written request and show that any proposed increase is offset by a decrease of equal value to the remaining line items. No increase to the total operating budget will be allowed. **The change will not be effective, nor will compensation under the change be provided, until the date set forth in the written approval of the Director or his designee.**
- 3.14.2 Changes of more than 15% of the total budget will require a contract amendment. **The change will not be effective, nor will compensation under the change be provided, until the contract amendment is fully executed by both parties.**
- 3.15 Disallowed Charges or Cost principles will be as follows:
- 3.15.1 The cost principle set forth in the Code of Federal Regulations (CFR), Title 48, Chapter 1, Part 31.201-6, (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, will be used to determine whether reimbursement of an incurred cost will be allowed under this Agreement. Those costs which are specifically defined as unallowable therein cannot be submitted for reimbursement by the Subrecipient and will not be reimbursed with Department funds.
- 3.15.2 **Awardee must reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by County.**
- 3.16 For the period of record retention required under Section 21.0 – Books and Records, County reserves the right to question any payment made under this Section 3.0 and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.

4.0 PROGRAM INCOME

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

5.0 INSURANCE

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

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

5.2 **Insurance Coverages and Limits:**

- 5.2.1 **Commercial General Liability (CGL):** Occurrence Form covering liability arising from premises, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate.
- 5.2.2 **Business Automobile Liability:** Coverage for any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Agreement with minimum limits not less than \$1,000,000 Each Accident.
- 5.2.3 **Workers' Compensation (WC) and Employers' Liability:**
 - 5.2.3.1 Workers' Compensation with Employers Liability limits of \$1,000,000 each accident and \$1,000,000 each employee – disease. Workers' Compensation statutory coverage is compulsory for employers of one or more employees.
 - 5.2.3.2 Note: The Workers' Compensation requirement does not apply if Awardee is exempt under A.R.S. § 23-901, and has executed the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

5.3 **Additional Coverage Requirements:**

- 5.3.1 **Insurer Financial Ratings:** Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.
- 5.3.2 **Additional Insured:** The General Liability policy must be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Awardee. The full policy limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements.
- 5.3.3 **Waiver of Subrogation:** Commercial General Liability and Workers' Compensation coverages must each contain a waiver of subrogation in favor of County and its Agents for losses arising from work performed by or on behalf of the Awardee.
- 5.3.4 **Primary Insurance:** The Required Insurance policies, with respect to any claims related to this Agreement, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of a Awardee's deductible or Self Insurance Retention (SIR).
- 5.3.5 **Subcontractors:** Awardee must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Awardee must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Awardee must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

5.4 **Verification of Coverage:**

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

- 5.4.1.1 The Pima County tracking number for this Agreement, which is shown on the first page of the Agreement, and a project description, in the body of the Certificate,
- 5.4.1.2 A notation of policy deductibles or SIRs relating to the specific policy, and
- 5.4.1.3 Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its Agents.

5.4.2 Each Required Insurance policy and appropriate endorsements must be in effect not less than fifteen (15) days prior to commencement of work under this Agreement. A renewal certificate must be provided to County not less than fifteen (15) days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Agreement.

5.4.3 County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.

5.4.4 Cancellation Notice: Awardee's insurance policies and endorsements 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. Awardee must provide written notice to County within two (2) business days of receipt of notice. For cancellation of non-payment, Insurer is to provide County with written notice ten (10) days prior to cancellation of policy.

5.5 **Approval and Modifications:** The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Awardee, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

6.0 INDEMNIFICATION

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

7.0 LAWS AND REGULATIONS

7.1 **Compliance with Laws; Changes.** Awardee will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules, and regulations during the terms of this Agreement will apply, but do not require an amendment.

7.2 **Licensing.** Awardee warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.

- 7.3 Choice of Law; Venue. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement must be brought in a court of the State of Arizona in Pima County.
- 7.4 Use of Funds. Awardee warrants that funds provided for personnel employed in the administration of the activities funded under this Agreement will not be used for:
- 7.4.1 Political activities;
 - 7.4.2 Inherently religious activities;
 - 7.4.3 Lobbying;
 - 7.4.4 Political patronage; or
 - 7.4.5 Nepotism activities.
- 7.5 Compliance with Federal Law, Rules and Regulations. Awardee will comply with the applicable provisions of:
- 7.5.1 Arizona Department of Economic Security Special Terms and Conditions.
 - 7.5.2 Davis-Bacon Act (Pub. L.107-217), (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) as amended;
 - 7.5.3 Copeland Anti-Kick Back Act (18 USC 874 *et seq.*);
 - 7.5.4 Arizona Address Confidentiality Program (A.R.S. § 41-161 *et seq.*);
 - 7.5.5 Fingerprinting, certification, and criminal background checks including, but not limited to the applicable provisions of: A.R.S. §§ 8-804, 36-594.01, 36-3008, 41-1964, and 46-141;
 - 7.5.6 Clean Air and Clean Water Act (42 U.S.C.1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15);
 - 7.5.7 Debt Collection and Audit Resolution (Pub. L. 105-220 Sections 128, 133, and 184; 20 CFR Part 652, Subpart D,E and G; 20 CFR Part 667 Subparts D – H; 2 CFR 200 and all subparts; Federal Acquisition Regulation 97-03 Part 31; ADES Policies 1-47-01 and 1-47-08);
 - 7.5.8 Child Labor Laws (A.R.S. §23-230 *et seq.*);
 - 7.5.9 Debarment and Suspension (29 CFR Part 98 and Executive Order 12549);
 - 7.5.10 Drug-Free Workplace (41 U.S.C. 702 *et seq.* and 2 CFR 182);
 - 7.5.11 Environmental Tobacco Smoke (Pub. L. 103-227, Part C);
 - 7.5.12 Workforce Innovation and Opportunity Act, Pub.L.113-128; and
 - 7.5.13 All rules and regulations applicable to the Acts set forth above.
- 7.6 Cooperation. Awardee will fully cooperate with County, Arizona Department of Economic Security, and any other federal agency in the review and determination of compliance with the above provisions.

8.0 INDEPENDENT CONTRACTOR

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

9.0 SUBCONTRACTOR

- 9.1 Except as provided in paragraph 9.2, Awardee will not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract. Awardee must follow all applicable Federal, State, and County rules and regulations for obtaining subcontractor services.
- 9.2 Prior written approval is not required for the purchase of supplies that are necessary and incidental to Awardee's performance under this Agreement.
- 9.3 Awardee is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that Contractor is responsible for the acts and omissions its own employees. Nothing in this Agreement creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
- 9.4 Awardee must include the provision set forth in Section 3.0, in all contracts between Awardee and its subcontractors providing goods or services pursuant to this Agreement. Awardee will be responsible for subcontractors' compliance with that provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with the provision.

10.0 ASSIGNMENT

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

11.0 NON-DISCRIMINATION

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

12.0 AMERICANS WITH DISABILITIES ACT

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

13.0 AUTHORITY TO CONTRACT

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

14.0 FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Agreement 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.

15.0 CANCELLATION FOR CONFLICT OF INTEREST

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

16.0 TERMINATION/SUSPENSION

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

17.0 NOTICE

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

Awardee:

Chief Executive Officer
Portable Practical Educational Preparation, Inc.
802 E. 46th Street
Tucson, AZ 85713

18.0 NON-EXCLUSIVE CONTRACT

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

19.0 OTHER DOCUMENTS

- 19.1 In entering into this Agreement, Awardee and County have relied upon information provided in Awardee's proposal submitted in response to the Pima County Solicitation (**RFP-CSET-WFS-2016-06**) including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, Awardee's Proposal, other information and documents submitted by the Awardee in its' response to the RFP).
- 19.2 The documents set forth in paragraph 19.1 are hereby incorporated into and made a part of this Agreement as if set forth in full herein, to the extent not inconsistent with the provisions of this Agreement, including all exhibits. Awardee will promptly bring any provisions which Awardee believes are inconsistent to County's attention, and County will provide Awardee with its interpretation of the provisions in question. In the event of an irreconcilable inconsistency, the provisions of the Awarding Agency documents will govern over the conditions of this Agreement, unless otherwise required by law.

20.0 AUDIT REQUIREMENTS

- 20.1 Awardee will:
- 20.1.1 Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Parts200).
- 20.1.2 **Establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement.** The accounting must record all expenditures which are used to support invoices and requests for payment from the County.
- 20.1.3 Establish and maintain accounting records which identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.
- 20.1.4 Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
- 20.1.5 Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.
- 20.1.6 Assure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of the audit required pursuant to this Section 20.0, unless a different time is specified by County. The audit submitted must include Awardee responses, if any, concerning any audit findings.
- 20.1.7 Pay all costs for any audit required or requested pursuant to this Section 20.0, unless the cost is allowable for payment with the funds provided pursuant to this Agreement under the appropriate federal or state law and the cost was specifically included in the Awardee grant budget approved by County.

20.2 Awardee status:

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

20.2.2 If Awardee meets or exceeds the single audit threshold set forth in 2 C.F.R. § 200, Awardee will comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within ninety (90) days following the end of Awardee's fiscal year.

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

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

21.0 BOOKS AND RECORDS

21.1 Awardee must keep and maintain proper and complete books, records and accounts, which must be open at all reasonable times for inspection and audit by duly authorized representatives of County.

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

22.0 REMEDIES

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

23.0 SEVERABILITY

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

24.0 COPYRIGHT

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

25.0 PROPERTY OF THE COUNTY

25.1 Awardee is not the agent of County for any purpose and will not purchase any materials, equipment or supplies on the credit of the County.

25.2 Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of the County. The Awardee is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else, nor will Awardee use or release these materials without the prior written consent of the County.

26.0 DISPOSAL OF PROPERTY

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

27.0 COORDINATION

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

28.0 ACCOUNTABILITY

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

29.0 PUBLIC RECORDS

- 29.1 Disclosure. Pursuant to Arizona Public Records law, A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or architectural and engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in an award of this Agreement, including, but not limited to pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 29.2 Records Marked Confidential; Notice and Protective Order.
- 29.2.1 If Awardee reasonably believes that some of the records described in paragraph 29.1 above contain proprietary, trade-secret or otherwise-confidential information, Awardee must prominently mark those records "CONFIDENTIAL."
- 29.2.2 In the event that a public records request is submitted to County for records marked "CONFIDENTIAL," County will notify Awardee of the request as soon as reasonably possible.
- 29.2.3 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. 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.

30.0 ELIGIBILITY FOR PUBLIC BENEFITS

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

31.0 LEGAL ARIZONA WORKERS ACT COMPLIANCE

- 31.1 Compliance with Immigration Laws. Awardee hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Awardee's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Awardee will further ensure that each subcontractor who performs any work for Awardee under this contract likewise complies with the State and Federal Immigration Laws.
- 31.2 Books and Records. County has the right at any time to inspect the books and records of Awardee and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

31.3 Remedies for Breach of Warranty. Any breach of Awardee's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this Section 26, is a material breach of this Agreement subjecting Awardee to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Awardee will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Awardee.

31.4 Subcontractors. Awardee will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 30.0 by including a provision in each subcontract substantially in the following form:

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

32.0 NO THIRD PARTY BENEFICIARIES

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

33.0 ISRAEL BOYCOTT CERTIFICATION

Awardee 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 Awardee may result in action by County up to and including termination of this Agreement.

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34.0 ENTIRE AGREEMENT

34.1 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.

34.2 No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Agreement will affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreements are unofficial information and in no way binding upon County.

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

PIMA COUNTY

Chair, Board of Supervisors

Date

ATTEST

Clerk, Board of Supervisors

APPROVED AS TO CONTENT

Charles Law
Director, Community Services, Employment & Training

APPROVED AS TO FORM

Karen S. Friar
Karen S. Friar, Deputy County Attorney

AWARDEE
[Signature]
Authorized Officer Signature
John David Arnold
Print name
CEO
Title
1/9/18
Date

EXHIBIT A
SCOPE OF WORK

SECTION 1 -- PROGRAM OVERVIEW

- 1.1 Awardee will provide workforce development services, including training, coaching and mentoring, to people employed in the health professions to help companies improve retention and career advancement.
- 1.2 Unless otherwise specified herein, participation in programs and activities financially assisted in whole or in part by this Agreement must be open to citizens of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the U.S. Attorney General to work in the United States.

SECTION 2 -- PROGRAM GOALS

- 2.1 Overcome barriers to longer-term employment for Health Profession Opportunity Grant (“HPOG”) program participants entering the labor market for the first time.
- 2.2 Increase likelihood of HPOG program participants retaining employment for at least twelve (12) months.
- 2.3 Increase likelihood of HPOG program participants advancing to a higher-paid employment opportunities.

SECTION 3 -- PROGRAM ACTIVITIES – AWARDEE

- 3.1 New Employer Transition (“NET”). Awardee will:
 - 3.1.1 Provide NET services to employers that employ at least one HPOG graduate (“HPOG employee”) who may have difficulty retaining the job. The agreement will:
 - 3.1.1.1 Specify that only HPOG employees may receive workforce development services funded under the agreement;
 - 3.1.1.2 Provide for reimbursement of \$30.00 per hour for each hour of training provided by employer to the HPOG employee;
 - 3.1.1.3 Establish the parameters for the training consistent with the provisions of 3.2.1; and
 - 3.1.1.4 Require detailed invoices from employer with the following information:
 - 3.1.1.4.1 The name of the HPOG employee trained;
 - 3.1.1.4.2 The training and services provided to the HPOG employee(s);
 - 3.1.1.4.3 Hours of training received from employer; and
 - 3.1.1.4.4 The dates, times and duration of the training provided.
 - 3.1.2 Work with a maximum of **ten (10) employers**.
 - 3.1.3 Ensure that each employer has developed a specific training plan for each HPOG employee who will receive workforce development services. The plan must include a checklist of items that employers must verify during the training process.
 - 3.1.4 Maintain complete, accurate and timely records regarding the HPOG employees receiving workforce development services in database established by County. HPOG employee records will include:
 - 3.1.4.1 Hours of workforce development services received from employer;
 - 3.1.4.2 Issues and problems identified that hinder successful job retention;

- 3.1.4.3 Verification of 6-month and 12-month retention or separation from employment and reason for separation; and
- 3.1.4.4 Summary of achievements.
- 3.1.5 Refer any HPOG employees terminated from the employer to ARIZONA@WORK.
- 3.2. Workforce Development Services. Awardee will ensure that each employer provides the identified HPOG employee(s) with workforce development services. The services:
 - 3.2.1 Must be provided for a maximum of:
 - 3.2.1.1 Twenty (20) hours per week;
 - 3.2.1.2 Four (4) weeks per employer; and
 - 3.2.1.3 Five (5) HPOG employees per year per employer.
 - 3.2.2 Must meet the needs of the employer and the specific HPOG employee(s).
 - 3.2.3 May include mentoring, coaching and/or training on any or all of the following topics:
 - 3.2.3.1 Success at Work:
 - 3.2.3.1.1 Customer service;
 - 3.2.3.1.2 Interpersonal skills;
 - 3.2.3.1.3 Work ethic;
 - 3.2.3.1.4 Attitude;
 - 3.2.3.1.5 Flexibility and adaptability;
 - 3.2.3.1.6 Reliability and integrity;
 - 3.2.3.1.7 Time management;
 - 3.2.3.1.8 Workplace relationships; and
 - 3.2.3.1.9 Company culture.
 - 3.2.3.2 The Great Employee Handbook – How to work with your boss, your co-workers and your customers.
 - 3.2.3.3 Work Rules:
 - 3.2.3.3.1 Compliance with employer’s policies and procedures;
 - 3.2.3.3.2 Safety protocols;
 - 3.2.3.3.3 Clinical practice protocols; and
 - 3.2.3.3.4 Other specific workplace requirements.

SECTION 4 -- PROGRAM ACTIVITIES – COUNTY. County will:

- 4.1 Review the success of HPOG employees with employers; (s);
- 4.2 Determine whether employer believes HPOG employee(s) would benefit from the services;
- 4.3 Determine eligibility of HPOG employees selected for by an employer to participate in NET.

SECTION 5 -- LOCATION

Various employers’ work sites or sites designated by Awardee and approved by County.

SECTION 6 -- OUTCOMES

85% of HPOG employees participating in NET will continue on the job for 12 months after completion of the training.

SECTION 7 -- BUDGET. Total compensation to employers will not exceed **\$50,000.00**. Payments will be provided as follows:

Maximum Employer Compensation per HPOG employee		Maximum number of HPOG employees per employer	Maximum Compensation to any employer
\$30/hour for 20 hours/week for 4 weeks	\$2,400.00	5	\$12,000.00

SECTION 8 -- REPORTS. Awardee will provide the County with a monthly report that includes:

- 8.1 Employers and employees served during the month;
- 8.2 Hours of workforce development services provided to each HPOG employee;
- 8.3 Number of HPOG employees remaining in the job at end of month;
- 8.4 Summary of issues identified which hinder employment and achievements as a result of NET services; and
- 8.5 List of case closures.

END OF EXHIBIT A