



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract between the Arizona Department of Economic Security ("ADES") and the Pima County Board of Supervisors on behalf of the Pima County One-Stop Career Center ("Contractor").

WHEREAS the ADES is duly authorized to execute and administer contracts under A.R.S §41-1954; and,

WHEREAS the Contractor is duly authorized to execute and administer contracts under A.R.S. §11-201; and,

WHEREAS the ADES and the Contractor are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract.

THEREFORE, the ADES and Contractor agree to abide by all the terms and conditions set forth in this Contract.

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

FOR AND ON BEHALF OF THE ARIZONA
DEPARTMENT OF ECONOMIC SECURITY:

FOR AND ON BEHALF OF THE PIMA COUNTY
BOARD OF SUPERVISORS:

Procurement Officer Signature	Signature
Steven Paulson	
Printed Name	Printed Name
Manager Solicitation Unit	
Title	Title
Date	Date
ADES Contract Number	Contract Number

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: Assistant Attorney General

Date: _____

By: Karen J. Truitt
Public Agency Legal Counsel

Date: November 20, 2013

1.0 ADES VISION AND MISSION STATEMENTS

- 1.1 ADES Vision: Every child, adult, and family in the State of Arizona will be safe and economically secure.
- 1.2 ADES Mission: ADES promotes the safety, well being, and self sufficiency of children, adults, and families.

2.0 PARTIES

- 2.1 This Intergovernmental Agreement (IGA) is between the ADES, and Pima County One-Stop Career Center.

3.0 TERM OF AGREEMENT

3.1 TERM

The term of this Agreement shall be effective upon date of last signature and shall end on June 30, 2015, unless otherwise agreed upon by both parties in writing.

3.2. EXTENSION

This agreement may be extended through a written amendment by mutual agreement of the parties.

3.3. TERMINATION

- 3.3.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.

- 3.3.2 Each party shall have the right to terminate this agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

3.4 PRIOR SERVICES

The Parties agree that if similar services were provided by the Contractor on or after December 1, 2013, but prior to the date of last signature, those services may be compensated under this agreement.

4.0 AMENDMENTS OR MODIFICATIONS

- 4.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either Party is empowered to alter any of the terms of the Agreement, unless done in writing and signed by the authorized representative of the respective Parties.

- 4.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:

- 1 Change of telephone number;
- 2 Change in authorized signatory; and/or
- 3 Change in the name and/or address of the person to whom notices are to be sent.

5.0 DEFINITIONS

- 5.1 "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

- 5.2 "Contractor" means any person who has a Contract with the State.

- 5.3 "Days" means calendar days unless otherwise specified.

- 5.4 "Department" means the Arizona Department of Economic Security or the ADES, unless otherwise indicated.

- 5.5 "Equipment" means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$5,000 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., axes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities' improvements).

- 5.6 "Exhibit" means any item labeled as an Exhibit.

- 5.7 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

- 5.8 "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

- 5.9 "May" indicates something that is not mandatory but permissible.

- 5.10 "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

- 5.11 "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

- 5.12 "Shall, Must" indicates a mandatory requirement.

- 5.13 "Should" indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.
- 5.14 "Subcontract" means any Contract, expressed or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 5.15 "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 5.16 "State Fiscal Year" means the period beginning with July 1 and ending June 30.
- 5.17 "Vulnerable Adult" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment.
- 5.18 Additional service specific definitions are included in the Division of Aging and Adult Services (DAAS) Policy and Procedure Manual, Chapter 6000 located at <https://www.azdes.gov/daas/policy/>.

6.0 PURPOSE OF AGREEMENT

- 6.1 The purpose of this agreement is to provide a variety of job development assistance services that enable older persons and vulnerable adults to remain independent in their communities

7.0 MANNER OF FINANCING

- 7.1 Services may be funded through various sources including, but not limited to the U.S. Department of Labor, the U.S. Department of Health and Human Services Administration for Community Living (ACL), and Arizona State General Funds.
- 7.2 In accordance with the Older Americans Act regulations, Title 45 Part 74 of the Code for Federal Regulations as may be amended, and the DAAS policy as may be amended, agencies are required to provide a 10% non-federal match of the total cost for all services funded under an approved Area Plan on Aging for the cost of carrying out Older Americans Act programs. The match shall consist of non-federal cash and in-kind contributions and shall be expended for goods and services necessary for and specifically identifiable to the contract. Program income cannot be utilized to meet the match requirements. Program income is defined as gross income earned by recipient from activities part or all the cost of which is either borne as a direct cost by the grant or counted as a direct cost toward meeting a cost sharing or matching requirement of a grant.
- 7.3 Non-federal in-kind/cash match requirement for Older Americans Act funding is calculated using the following formula:
$$\frac{(\text{funds allocated}) \times (.10)}{(.90)}$$

8.0 SERVICE DESCRIPTION

- 8.1 To provide job development assistance in matching the individual with an integrated competitive job and intensive time-limited supports to an employed individual once placed.
- 8.2 The Senior Community Services Employment Program (SCSEP):
1. Assists eligible individuals through employment related training with skills enhancements in preparation for securing unsubsidized employment.
 2. Provides recruitment of eligible individuals and host agencies.
 3. Provides assessment of individuals' abilities in relation to employment goals.
 4. Provides for the development of Individual Employment Plans (IEP).
 5. Provides community service training assignments at host agencies.
 6. Arranges for and monitors community service training assignments, general training, and/or specialized training in accordance with the IEP.
 7. Provides follow-up services in order to reinforce and stabilize the community service training assignment.
 8. Provides supportive services as necessary.
 9. Coordinates employment plans and resources with other Workforce Investment Act programs.

9.0 RESPONSIBILITIES

- 9.1 The ADES and the Contractor agree as follows:
- 9.2 The Contractor shall:
- 9.3 Provide services that are culturally relevant and linguistically appropriate to the population to be served.
- 9.4 Comply with program funding allocation for Participant Wages/Fringe Benefits, Other Program Costs (including supportive services and training), and Administration in accordance with the Older Americans Act as Amended in 2006.

- 9.5 Comply with the DAAS Policy and Procedure Manual, as may be amended, located at: <https://www.azdes.gov/daas/policy/>
- 9.6 Recruit participants according to Enrollment Priorities (See the DAAS Policy and Procedures Manual, Chapter 4000) and the number of allocated ADES/DAAS positions to meet program goals.
- 9.7 Comply with special recruiting preferences in accordance with the Older Americans Act, as may be amended.
- 9.8 Recruit host agencies to meet participant employment goals and conduct host agency orientations in accordance with the Host Agency Handbook located at: <https://www.azdes.gov/daas/policy/>
- 9.9 Provide services to individuals that meet the eligibility requirements described in the DAAS Policy and Procedure Manual, as may be amended.
- 9.10 Abide by the Income Eligibility Guidelines as periodically updated by the U.S. Department of Labor, Employment and Training Administration.
- 9.11 Orient enrollees to the program within ten (10) days of enrollment, on the following topics:
- 9.11.1 Goals and objectives of the SCSEP
- 9.11.2 Training opportunities and supportive services
- 9.11.3 Participant's rights and responsibilities
- 9.11.4 Assessment of enrollees skills, knowledge and abilities
- 9.11.5 Individual Employment Plan (IEP)
- 9.11.6 Permitted and prohibited political activities
- 9.11.7 Grievance procedures
- 9.11.8 Plans for transition to unsubsidized employment as described in the IEP
- 9.11.9 Administrative procedures (time sheets, leave requests, grievance procedures, etc.); and
- 9.11.10 An overview of the following federal acts, as may be amended:
1. The Older Americans Act;
 2. The Workforce Investment Act;
 3. The Americans with Disabilities Act (ADA);
 4. The Drug-free Workplace Act; and
 5. The Age Discrimination in Employment Act (ADEA).
- 9.12 Assess enrollees concurrent with enrollment, coordinate skill-gap analysis assessments with local community resources as necessary, and re-assess the participant in accordance with the IEP.
- 9.13 Conduct recertification of eligibility for all program participants between March and May of each program year.
- 9.14 Enter all required data into SCSEP Performance and Results Quarterly Progress Report (SPARQ) no later than two (2) days after the action occurs.
- 9.15 Require SCSEP Program Managers have at least two (2) years of case management or related experience and are familiar with: the needs and challenges older workers face, and the local labor market.
- 9.16 Comply with Discretionary Grants approved by the U.S. Department of Labor, as described in the DAAS Policy and Procedure Manual.
- 9.17 Comply with the following as may be amended:
1. Consolidated Appropriations Act;
 2. 45 CFR Part 74, Administration of Grants; and Office of Management and Budget (OMB) circular A-110 or Circular A-127, as appropriate;
 3. Omnibus Budget Reconciliation Act of 1981 (P.L. 97-35) including Section 2352 "Title XX Block Grants", 42 U.S.C. 1397 and 42 U.S.C. 1297A, D, and e; 45 CFR, Part 96; and the Arizona Title XX Social Services Plan;
 4. The Older Americans Act of 1965, as amended 42 U.S.C. 3001 through 3035;
 5. 45 CFR Parts 1321 and 1326; and
- 9.18 Include a statement acknowledging funding source(s) on all publications that are funded or partially funded under this contract. The following is an example of language to be used: "Funding to support CarePro was provided in whole or part by the Administration on Aging and the Arizona Department of Economic Security, Division of Aging and Adult Services".
- 9.19 Require that all Staff members and volunteers have no conflict of interest in providing services.
- 9.20 Provide to all staff and volunteers timely and accurate information and appropriate training for the Services they provide.
- 9.21 Maintain documentation that key staff has received appropriate training or hold appropriate certification/licensure in accordance with their job descriptions.
- 9.22 Train appropriate personnel in the use and preparation of client assessment and reporting form.
- 9.23 Document and report all costs associated with provision of contract services.
- 9.24 Collect and report required client data per the DAAS Policy and Procedure Manual, as may be amended.

- 9.25 Maintain and utilize a policy and procedure manual that includes, at a minimum, detailed intake procedures, program description and eligibility requirements, client grievance procedures, non-discrimination policy, and confidentiality requirements.
- 9.26 Maintain client-focused facility locations which offer sufficient client waiting space or waiting rooms, adequate seating, and restrooms for program applicants at all permanent facility locations indicated on the Facility Location Chart.
- 9.27 Support the goal of the DAAS on comprehensive client tracking and cost containment by utilizing the information management system prescribed by the DAAS.
- 9.28 Execute a HIPPA related consent or release form for all applicable clients.
- 9.29 Utilize an accounting system capable of providing sufficient detail about expenses and cost-allocations so that comparisons with an applicant's submitted spreadsheet may be readily made for the purpose of determining whether the Contractor's actual expenditures are in accordance with the budgeted amounts.
- 9.30 Not impose fees upon recipients for services unless the fund source permits a fee to be charged for the service.
- 9.31 Have written approval by the DAAS prior to implementation of any fee policy.
- 9.32 Comply with any restriction or stipulation set by the DAAS.
- 9.33 Utilize income generated from client fees exclusively to expand existing program services.
- 9.34 Develop partnerships and network with related programs to provide timely resolution to issues and expand program services.
- 9.35 Form local partnerships with social service professionals and community agencies to enhance program service information sharing and delivery.
- 9.36 Collaborate to hold and participate in education, training, and information seminars, workshops, and conferences related to the service.
- 9.37 Participate in conference calls and attend meetings initiated by the DAAS to receive training, share best practices and/or obtain information.
- 9.38 Participate in the DAAS evaluation studies, when required
- 9.39 Meet or exceed programmatic goals as defined by the U.S. Department of Labor as outlined in the DAAS Policy and Procedure Manual, Chapter 4000, and associated contractual exhibits, as may be amended in the DAAS Policy and Procedure Manual.
- 9.40 Communicate with the DAAS electronically through email to convey Microsoft-based text and spreadsheet documentation and access information from the DAAS, and other web-sites.
- 9.41 Utilize computer backup/recovery systems and procedures to ensure no loss of data required for the DAAS reports, and to ensure that there is no disruption or degradation of services provided.
- 9.42 Utilize a computer-based tracking system from which monthly, quarterly, and other reports may be generated to meet program needs.
- 9.43 Comply with the DAAS data sharing/security requirements to include at a minimum, but not limited to certification and annual re-certification training.
- 9.44 Coordinate activities and develop long-range disaster/emergency preparedness plans with local and state disaster/emergency response agencies, relief organizations, local and state governments, and any other institutions that have responsibility for disaster relief service delivery.
- 9.45 Establish and implement, as necessary a Disaster/Emergency Management Plan that includes components of disaster/emergency preparedness, disaster/emergency response, and disaster/emergency recovery as described in the DAAS Policy and Procedure Manual, as may be amended.
- 9.5 The ADES will:
 - 9.5.1 Provide technical assistance as needed.
 - 9.5.2 Provide a template for invoicing the ADES until the new the DAAS information management system is implemented and Contractor's staff is trained.

10.0 REPORTING REQUIREMENTS

- 10.1 The Contractor shall provide to the ADES the following reports:
 - 10.1.1 Programmatic and financial reports as identified in the DAAS Policy and Procedure Manual, as may be amended.
 - 10.1.2 Contractor's Equipment List with Instructions, Form FES-1000AFORFF (Exhibit A) as may be amended, for all equipment purchases costing \$5,000 or more to be purchased by the Contractor or Subcontractor, in whole or in part with the ADES/DAAS funds.
- 10.2 Reports shall be sent to:
 - Arizona Department of Economic Security
 - Contracts Management Unit – Site Code 950A
 - P.O. Box 6123

Phoenix, AZ 85005

- 10.3 The Contractor shall submit the Certificate of Insurance as specified in Section 25.2.5 of this Agreement to:
Arizona Department of Economic Security
Contracts Management Unit – Site Code 950A
P.O. Box 6123
Phoenix, AZ 85005

11.0 PAYMENT REQUIREMENTS

- 11.1 Invoices for services provided shall be entered into the information management system by the Contractor as prescribed by the ADES, in accordance with standards and timeframes as identified by the ADES.
- 11.2 Reimbursement to the Contractor shall be in accordance with actual allowable costs incurred consistent with the service budget not to exceed the service reimbursement ceiling. The Contractor shall furnish the ADES with an accounting of actual costs incurred consistent with the categories set forth in the service budget. Budget categories, to include cost items in a category, may be deleted, added, or modified by a contract amendment. Any change to the service reimbursement ceiling shall be reflected in a contract amendment.
- 11.3 Upon receipt of applicable, accurate and complete reports, the ADES will authorize payment or reimbursement.
- 11.4 If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, the ADES may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.
- 11.5 Under no circumstances shall the ADES make payment to the Contractor that exceeds the contract/service reimbursement ceilings indicated in Contractor's Itemized Service Budget, as may be amended.
- 11.6 Under no circumstances shall the ADES make payment to the Contractor for services performed after the term of the contract without timely extension or renewal of the contract.

12.0 NOTICES

- 12.1 All notices to the Contractor regarding this agreement shall be sent to the following address:
Pima County One-Stop Career Center - SCSEP
2797 E. Ajo Way
Tucson, AZ 85713
- 12.2 All notices to the ADES regarding this agreement shall be sent to the following address:
Arizona Department of Economic Security
Contracts Management Unit – Site Code 950A
P.O. Box 6123
Phoenix, AZ 85005

13.0 DISPOSITION OF PROPERTY

- 13.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with the ADES funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the ADES within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with Department funds and submit the Equipment inventory form to the ADES person designated to receive notices.
- 13.2 The ADES shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this contract. The ADES shall be included as a co-insured on any insurance policy which covers Equipment purchased under this contract.
- 13.3 The Contractor shall not dispose of any Equipment purchased under this contract without the prior written consent of the ADES during and after the contract term. Such consent, if given, may include direction as to the means of disposition of the utilization of proceeds, including any necessary adjustments to the contract.
- 13.4 Upon termination of this contract, any Equipment purchased under this contract shall be disposed of as directed by the ADES and, if sold, the ADES shall be compensated in the amount of its equitable interest.

14.0 SUBCONTRACTS

- 14.1 The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the ADES Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities.
- 14.2 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the ADES within five (5) calendar days of the request.
- 15.0 APPLICABLE LAW**
- 15.1 This Contract shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Contract shall comply with all applicable Federal, State and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- 16.0 ARBITRATION**
- 16.1 The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.
- 17.0 AUDIT**
- 17.1 In accordance with A.R.S. §35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, Contractor shall produce the original of any or all such records.
- 18.0 AVAILABILITY OF FUNDS FOR THE CURRENT STATE FISCAL YEAR.**
- 18.1 Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the ADES may take any of the following actions:
- 18.1.1 Reduce payments or units authorized;
- 18.1.2 Accept a decrease in price offered by the Contractor;
- 18.1.3 Cancel the Agreement;
- 18.1.4 Cancel the Agreement and re-solicit the requirements.
- 18.1.5 The Director of the ADES shall have the sole and unfettered discretion in determining the availability of funds. The ADES and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing an amendment to this Agreement.
- 19.0 AVAILABILITY OF FUNDS FOR THE NEXT STATE FISCAL YEAR**
- 19.1 Funds may not presently be available for performance under this Agreement beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the ADES at the end of the period for which funds are available
- 19.2 No liability shall accrue to the ADES in the event this provision is exercised, and the ADES shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.
- 20.0 CONFLICT OF INTEREST**
- 20.1 In accordance with A.R.S. §38-511, the Parties may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or Contractor, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.
- 21.0 DATA SHARING AGREEMENT**
- 21.1 When determined by the ADES that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each ADES Program sharing confidential data.
- 22.0 E-VERIFY**

- 22.1 In accordance with ARS §41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.
- 23.0 FEDERAL IMMIGRATION AND NATIONALITY ACT**
- 23.1 By entering into the Agreement, the Contractor warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.
- 23.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Agreement. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 24.0 INDEMNIFICATION**
- 24.1 Indemnification for Contractor:
- 24.1.1 Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
- 24.2 Indemnification for Subcontractor
- 24.2.1 In addition, Pima County Board of Supervisors shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Pima County Board of Supervisors contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.
- 25.0 INSURANCE REQUIREMENTS**
- 25.1 **INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA:**
- 25.1.1 None.
- 25.2 **INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT:**
- (Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.
1. **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.
1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**
- b. The policy shall be endorsed to include the following additional insured language: **"The State of Arizona and the ADES shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"**.
(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)
- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The State of Arizona and the ADES shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"**.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. **Worker's Compensation and Employers' Liability**

- Worker's Compensation Statutory
- Employers' Liability
 - Each Accident \$ 500,000
 - Disease – Each Employee \$ 500,000
 - Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

2. **Additional Insurance Requirements:** The policies shall contain, or be endorsed to contain, the following provisions:

1. The State of Arizona and the ADES, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement.

2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
3. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the **ADES, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.
4. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
5. **Verification of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of Agreement.

All certificates required by this Agreement shall be sent directly to **ADES, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Reporting Requirements specifies otherwise.** The State of Arizona **contract number and contract description shall be noted or referenced on the certificate of insurance.** The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
6. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
7. **Approval:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal amendment to the Agreement, but may be made by administrative action.
8. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

26.0 IT 508 COMPLIANCE

- 26.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. § 41-3531 and 3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

27.0 NON-AVAILABILITY OF FUNDS

- 27.1 In accordance with ARS § 35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

28.0 NON-DISCRIMINATION

28.1 The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

29.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

29.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

30.0 RIGHT OF OFFSET

30.1 The ADES shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the ADES, or damages assessed by the ADES concerning the Contractor's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

31.0 THIRD-PARTY ANTITRUST VIOLATIONS

31.1 The Contractor assigns to the ADES any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Contractor, toward fulfillment of this Agreement.

32.0 CONFIDENTIALITY

32.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the ADES and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

32.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. The ADES will advise the Contractor as to applicable policies and procedures the ADES has adopted for such compliance.

33.0 FINGERPRINTING

33.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.

33.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks" may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.

33.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this contract, the following provisions apply:

33.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven working days of employment.

33.3.2 Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

- 33.4 Federally recognized Indian tribes will submit and the ADES shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 36-594.01 (as may be amended).
- 34.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY**
If providing direct services to children or vulnerable adults, the following shall apply:
- 34.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 34.2 The ADES will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
1. Any person who applies for a contract with this State and that person's employees;
 2. All employees of a contractor;
 3. A subcontractor of a contractor and the subcontractor's employees; and
 4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 34.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 34.4
1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
 2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the ADES whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 34.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification if:
1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
 2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
- The Certification for Direct Service Position is located at:
<https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc>
- 34.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
- 34.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check is located at:
<https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1288AFORFF.doc>
- 35.0 ATTACHMENTS**
- 35.1 The following list of attachments constitutes an integral part of subject agreement:
- 35.1.1 Attachment A - Administrative Methodology
 - 35.1.2 Attachment B - Service Methodology
 - 35.1.3 Attachment C - Staff Organization Chart
 - 35.1.4 Attachment D - Job Description(s)
 - 35.1.5 Attachment E - Facility Location Chart
 - 35.1.6 Attachment F - Letter of Assurances

35.1.7 Attachment G - Itemized Service Budget

36.0 EXHIBITS

36.1 The following list of exhibits constitutes an integral part of subject agreement:

36.1.1 Exhibit A Contractors Equipment List

Attachment A

2.0 Administrative Methodology

2.1. Linguistically and Culturally Appropriate Services

The staff at Pima County One Stop reflects the community it serves. Staffing is a unique blend of County staff, State staff, and staff from various agencies such as Community Outreach Program for the Deaf, Tucson Urban League, and SER—Jobs for Progress. Many staff are bilingual, and some are able to communicate in sign language. Adaptive equipment in the resource room is available for those who are visually challenged. Adult Education is available on site. In addition, OneStop contracts for intensive Adult Education and English as a Second Language to help people prepare for vocational training and/or employment.

2.2 Networking and creating partnerships

A One Stop system, by definition, is about collaboration. Services are coordinated with a network of more than 50 organizations, ranging from community-based non-profits to governmental agencies to training institutions. Services such as adult education, Unemployment Insurance, vocational education and labor exchange are co-located at two main One-Stop locations. Community-based organizations receive funding to assign staff to One-Stop service team. The One Stop's inter-agency case management team connects participants to services needed in the community.

Satellite centers include Sullivan Jackson Center for homeless job seekers, and Kino Veterans Workforce Center. A Faith/Community Partners programs links faith groups to the One-Stop. Pima County One Stop has Memorandum of Agreement or financial contracts with each partner program that governs the basic principles for coordinating services for mutual customers seeking employment.

Strong industry partnerships help increase opportunities for participants to find employment. The Pima County Workforce Investment Board has 45 members who have defined six sectors of interest for local economic and workforce development: Aerospace, Health and BioScience, Infrastructure, Emerging Technology, Logistics, and Natural and Renewable Resources. This rich network helps the One Stop's Business Services team in its efforts to identify employer needs as it works with more than 700 employers each year.

One Stop is part of Pima County's Community Services Employment and Training (CSET) department. CSET operates the Community Action Agency and the Emergency Services Network (ESN). ESN puts a dozen funding sources and a dozen local agencies in one system that is used to people avert hardship and homelessness through emergency utility, rent and mortgage assistance. Collaborative partnerships leverage additional resources, such as Supportive Services for Veteran Families, housing counseling services and discounted health services through Pima Community Access Program.

2.3 Client /Recipient Confidential Information

County has several layers of confidentiality protection. First, files with personal information are kept under lock and key. After termination from the program, a client's paper files follow retention guidelines under the contract. Older files are archived by County's Records Division, which maintains files in a secure setting and destroys them according to schedules.

Second, all staff using Pima County computers review and sign statements regarding email and database usage. County uses secure passwords, and these must be changed every 60 days. Additional passwords are required for staff entering databases, and databases operated by the county have levels of security built into them depending on the rights granted to that staff person. In addition staff using external databases must follow all training and guidelines required by that database.

Finally, County policy forbids the sending of social security numbers via email, and County IT encrypts database information exported to funders.

Attachment B

3.0 Service Methodology

3.1 How will the service will be delivered?

Each person who enters the One Stop fills out a short form that Welcome staff use to begin the triage process. During the year ended June 30, 2013, this triage process sorted over 20,000 responses into four categories of defined need:

- 17% Emergency Assistance
- 37% Employment
- 30% Skills Training (including Basic Ed and ESL)
- 16% Self-Help (resource room usage for Job Search)

Those seeking employment are connected with self-help resources, such as job leads, and encouraged to take advantage of a suite of employment workshops, such as employability skills, career exploration, resume development, interviewing and basic computer skills. The workshop menu features a special 50 Plus Employability Skills four-day class offered twice a month. The 50 Plus Instructor/Workforce Development Specialist may also work one-on-one with participants, providing general navigation assistance and career guidance.

Those seeking training or more in-depth employment preparation may apply for further assessment. These include the Test of Adult Basic Education, as well as computerized assessment tools. Mature clients will be interviewed with the SCSEP Assessment Guide by the assigned Workforce Development Specialist. Eligibility is determined for multiple funding programs administered through Pima County One-Stop. Based on these core services and assessment activities, suitable candidates will be identified for Senior Community Service Employment Program positions.

The Workforce Development Specialist will develop an Individual Employment Plan with each SCSEP participant. The IEP sets out employment goals, interim goals and action steps with specific deadlines based on all assessments. The IEP is to be specific, measurable, attainable, relevant, and time limited. Based on the IEP the Workforce Development Specialist will identify an appropriate Community Service Assignment and work with the host to develop an Assignment Description and specifications for content of training, in accordance with SCSEP policies and requirements, with an emphasis on matching customer interest, abilities and training needs.

All Community Service Assignments will be limited to 20 hour per week and should be limited to between six and 12 months in duration, depending on the participant's IEP and actual progress. The Workforce Development Specialist will ensure that each host agency is qualified to offer participants quality opportunities to receive the needed skill training detailed in their assessments and IEP, completing a Community Service Assignment Description Form with the host agency and the participant and distributing it to the participant and the host agency prior to the first day of starting the assignment.

The WDS will also work with the One-Stop Business Services Team to ensure the participant is given referrals to appropriate unsubsidized opportunities and will follow up with the participant after placement on a quarterly basis for 12 months.

3.2 How will enrollment goals be achieved including use of SPARQ?

Enrollments into all programs are monitored on a monthly basis against planned goals by the Program Manager. Required demographic and program data will be entered into the SPARQ. In addition, basic information about each One-Stop client enrolled into any program is entered into Pima County's Participant Tracking System. Running reports from both SPARQ and PTS helps the Program Manager ensure that all activity is accounted for in the SPARQ, including activity funded by other sources.

3.3 How will support services based on participant assessments be provided?

Development of the Individual Employment Plan as well as ongoing monitoring of each participant allows the Workforce Development Specialist to identify barriers to obtaining and/or retaining employment. One-Stop has contracts in place to purchase some items and services for clients, and is able to purchase others on a direct demand basis.

Common support items include bus passes, work clothing, tools, fingerprinting and immunizations. The Workforce Development Specialist may refer a participant to the One-Stop's Emergency Services Network for utility and/or rent assistance.

The Workforce Development Specialist prepares a voucher requesting the service. It is then reviewed by the supervisor. The voucher is taken to the vendor, who bills One-Stop.

3.4 How will IEP's be developed using participant assessments, and how will participant progress in meeting IEP goals be tracked?

OneStop employs both formal and informal assessments. Each person who is considered for training or subsidized employment undergoes a battery of tests, starting with the Test

of Adult Basic Education, followed by an Interest Inventory and more refined occupational tests, including Pesco SAGE.

Informal assessment starts with the intake and then reviews possible barriers to determine potential barriers. Examples might include personal mobility and range of motion issues, a need for adaptive devices, medical issues, transportation, legal issues, housing and nutrition, elder care

The IEP is used by the WDS to identify the barrier and then find a remedy. The WDS monitors the plan to make sure that the barrier has been removed and no more barriers appear.

3.5 How will working relationships with Host Agencies be established?

OneStop has contracts with more than 50 local agencies. These will be informed of the possibility of placements, and an agreement/Community Service Assignment Form shall be drawn up with interested agencies. The Community Service Assignment Description Form will contain:

- i. A detailed description of the specific competencies to be attained.
- ii. Methodology to be used to measure and document progress toward attainment of competencies.
- iii. Intervals of assessment to measure progress toward attainment of the stated competencies.
- iv. Who will conduct the assessments.
- v. Who is the responsible host agency supervisor.
- vi. Confirmation that the host agency will assume liability for any injury or property damage;
- vii. Prohibition from using participants to replace or do the work of employees who have been laid off (*see* 20 C.F.R. 667.270); and
- viii. Confirmation that community service arrangements do not unfavorably impact current employees and do not impair existing contracts for services or collective bargaining agreements.

The Workforce Development Specialist will provide an orientation for host agencies, which includes a review of the Community Service Assignment Description. Subsequently, he or she will conduct quarterly reviews of IEP milestones achieved, the purpose of which will be:

- i. To evaluate the progress of each participant in meeting the objectives of the IEP
- ii. To determine the participant's potential for transition to unsubsidized employment
- iii. To determine the appropriateness of the participant's current community service assignment
- iv. To review progress toward the participant's employment and training objectives

- v. To prepare a transitional IEP for participants approaching their durational limit. Transitional IEPs shall be initiated no later than one year prior to the participant's durational limit exit date.

The Workforce Development Specialist will also conduct quarterly monitoring of Community Service Assignment locations to ensure safe conditions; review host agency compliance with all applicable requirements; and evaluate participant progress. The host agency supervisor's input is to be included on all re-assessments using the Host Agency Supervisor's Evaluation Form. In the event the participant receives a "Needs Improvement" on the Host Agency Supervisor's Evaluation Form, the Supervisor will initiate and complete the Host Agency Supervisor's Corrective Action Plan.

3.6 How will placement into unsubsidized activities be coordinated with One Stop partners?

Transition into unsubsidized activities begins with the planning and goal-setting for the IEP. During the initial 50Plus Employability Skills class the participant will be guided in developing a professional resume focused on his or her goal. As the participant gains transferable skills and job knowledge in the Community Assignment the resume will be updated and refined. One-Stop WIA and Employment Service staff will assist each participant in identifying and matching job orders and the Workforce Development Specialist will coach the participant and make appropriate referrals to interviews. In addition, Pima County One-Stop will coordinate closely with the 50 Plus program being launched by Pima Community College. 50 Plus will provide an information hub and support center for mature students to take advantage of occupational education and other offerings throughout the community college district.

3.7 What is the job description of the staff delivering the service?

Please see attached Workforce Development Specialist Job Description. Within Pima County personnel classification this is a Grade 40 exempt position. A dedicated Workforce Development Specialist will be hired to conduct SCSEP services in conjunction with Pima County's 50 Plus Employability Skills workshop and general information, navigation and referral for mature workers/job seekers. Specialized knowledge and experience with mature workers will be sought for this position.

3.8 How will salaried staff be trained to deliver the service?

Pima County One-Stop will coordinate with DES/DAAS to arrange for training for the Program Manager and the assigned Workforce Development Specialist on SCSEP policies, protocols and reporting requirements. In addition the Workforce Development Specialist will be trained on One-Stop policies, procedures and programs, and partner resources.

Community Services
Employment and Training
Arthur Leckston
Director

Employer Services
Rapid Response
Economic Development
Sector Strategies
Jim Mize
Admin Support Manager

Organizational Development and
Strategic Alignment
Dorolree Harmon
Program Manager

Administrative Services
Charles Casey
Admin Services Mgr. Sr.

Grant Writers
Contractors

Facilities/Front Desk
Sean Lopez

Department Finance/Budgets
Charles Casey

Library
Murrey Brown

Monitoring
State/Federal/Agency
Charles Casey

Client/Community
Services: Kino One Stop Center
Rosemary Cora Cruz
Manager

Community Programs
Rio Nuevo One Stop
Eddie Saavedra
Manager

Community Programs
Ethan Romero
Manager

Information Technology
Databases and Reports
Dalia Perez

Homeless Management
Information System

Sullivan Jackson
E. Romero/
Steve Nelson

Youth and Mature Worker
Programs
EEO Compliance Officer
Dana Katbah

Pima Vocational High
School
Gloria Proo

Las Artes
Elena West

Community/Faith Based
Programs Linda Leatherman

Adults
Diana Garcia

Job Developers: Rio Nuevo
Resource room

Job Developers: Kino Service
Center
Resource room

Veterans Workforce Center
Antibirdia

Intake
Graciela Benitez

Community Action Agency/
Emergency Services
Evelyn Gonzales/
Adelina McKenna

Dislocated Workers
Peggy Castano

Training
Debra Stevenson

Client Retention and Follow-up
Diana Reyes

Public Relations
WIB Support and Board of
Supervisors Liaison
Charles Casey

Contracts
Rise Harr

Code: 1722

Title: *WORKFORCE DEVELOPMENT SPECIALIST*

SUMMARY: Counsels, evaluates, trains and assists One Stop Career Center (OSCC) customers requiring assistance in gaining initial employment or re-employment by giving them access to needed community services. Additionally, the Workforce Development Specialists participate in developing both internal and external activities to market OSCC program services. In conjunction with this effort they are responsible for developing and administering agreements designed to foster participation by public and private agencies as well as public and private sector employers. ['Customer' in this classification specification is defined as both the general public seeking employment related services and the public/private sector employers]

DUTIES/RESPONSIBILITIES: (Work assignments may vary depending on the department's needs and will be communicated to the applicant or incumbent by the supervisor)

OSCC CUSTOMER SERVICES:

General Public:

Counsels OSCC customers regarding the labor market, availability of jobs and skill and educational requirements;

Interviews and counsels OSCC customers to determine short- and long-term career goals, barriers to employment and need for additional training and education;

Evaluates needs of OSCC customer's for additional services such as mental health, health-related issues and emergency housing and coordinates referrals with appropriate agencies;

Provides career and academic counseling as well as crisis intervention;

Provides individual and group counseling related to job loss and reemployment;

Develops and conducts employability skills classes and workshops to address general and specific workforce career and job search issues;

Coordinates referrals with appropriate agencies and schools;

Administers and interprets standardized tests such as career interest inventories and aptitude and personality tests and conveys results to clients;

Reviews job orders and matches OSCC customers with job requirements using manual or computerized file search;

Refers customers to companies, in response to company job orders;

Continues job referrals until job placement occurs;

Instructs clients individually and through workshops in resume writing, job search and interviewing techniques as well as entrepreneurial skills;

Develops on-the-job training contracts, including specifications for wage levels and length and content of training;

Organizes and presents program orientation sessions for OSCC customers;

Refers OSCC customers to training for occupational skills upgrading.

Employer:

Works with community employers to promote and develop job opportunities for OSCC customers in the Tucson community;

Acts as a liaison between the OSCC programs and community agencies such as the Chamber of Commerce, business associations and economic development organizations;

Represents the OSCC before groups, including employers and community agencies, through speaking engagements and individual meetings;

Assists in various Rapid Response program activities, as well as business retention, entrepreneurial start-up, business expansion and new business recruitment.

Advises businesses of available tax incentive programs for employing program customers;

Works with client organizations to develop and plan short- and long-term layoff activities;

Coordinates pre-layoff activities employers;

Designs, writes and/or oversees the production of promotional and informational materials;

Conducts follow-up contact with employers to determine status of job referrals and employment of OSCC customers.

General:

Maintains required confidentiality and security of information created or encountered in the course of assigned duties;

Maintains comprehensive manual and computer-based records, databases and files, including individual client case files;

Reports on customer job placement outcomes;

Prepares and submits routine, recurring and special reports on activities to management;

May oversee the work of temporarily assigned personnel from outside the department.

KNOWLEDGE & SKILLS:

Knowledge of:

- principles and practices of effective business administration;
- community, business and economic development resources;
- qualifications generally associated with a wide variety of jobs found in the community;
- economic development methodologies;
- local, state and national labor markets and trends;
- principles and techniques of resume writing, job search and interviewing techniques;
- marketing strategies;
- rules, regulations, procedures and practices of the Workforce Investment Act (WIA), Americans with Disability Act (ADA), youth employment laws, Fair Labor Standards Act (FLSA) and other relevant laws, rules and regulations affecting program activities;
- county contracting rules, regulations and standards;
- principles of adult and youth learning theory and classroom teaching techniques.
- career and academic counseling techniques;
- issues pertinent to the needs of dislocated workers and youth;
- programs offered by local educational and training institutions;
- administration and interpretation of standardized vocational, job interest and career tests;
- crisis intervention techniques;
- community service programs and social service agencies and resources.

Skill in:

- communicating effectively, both orally and in writing;
- establishing and maintaining effective working relationships with others;
- counseling clients regarding employment, training, academic, health and social services issues;
- analyzing situations and using sound judgement to make decisions, draw conclusions and determine appropriate course of action;
- counseling clients in crisis situations;
- administering and interpreting standardized vocational, job interest and career tests;

- observing and recognizing client psychological symptoms requiring professional mental health intervention;
- program marketing and client advocacy;
- creating, negotiating and monitoring employment and training-related contracts;
- researching job opportunities in the community;
- assisting employers with mass recruitment efforts;
- counseling clients regarding employment and related social, medical and economic issues;
- use of computer-based resources to create and maintain comprehensive records, files and reports.

MINIMUM QUALIFICATIONS:

EITHER:

(1) A Bachelor's degree from an accredited college or university with a major in counseling/guidance, psychology, business administration, management, marketing or a related field as defined by the appointing authority and two years of experience in job development or personnel recruitment. [A Master's degree from an accredited college or university in one of the cited disciplines may substitute for one year of the required experience]

OR:

(2) Six years of professional level experience in job development, case management, personnel recruitment, career guidance, counseling, psychology or a related field as defined by the appointing authority at the time of recruitment.

OTHER REQUIREMENTS:

Licenses and Certificates: Some positions may require possession of a valid Class D Arizona driver's license at the time of appointment or prior to completion of initial/promotional probation.

Special Notice Items: Some positions may require bi-lingual abilities in English and a second language as determined by the appointing authority. Some positions may require the (reimbursed) use of personal vehicles to travel between work-sites in the performance of assigned duties.

Physical/Sensory Requirements: Required physical/sensory requirements will be determined by position.

This class specification is intended to indicate the basic nature of positions allocated to the class and examples of typical duties that may be assigned. It does not imply that all positions within the class perform all of the duties listed, nor does it necessarily list all possible duties that may be assigned.

Pima County

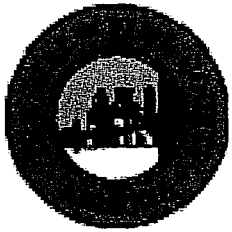
Revised 01/19/05(fn)
Updated 05/06/09(gs)

Attachment E
FACILITY LOCATION CHART

Name of Facility, Address Phone and Fax Number	Contract Service(s)	S U B	Days and Hours of Operation	Geographic Coverage
Kino Service Center 2797 E Ajo Way Tucson, AZ 85713 Phone: 520-243-6700 Fax: 520-243-6799 Rio Nuevo Center 340 N. Commerce Park Loop, Tortolita Bldg. Tucson, AZ 85745 Phone: 520-798-0500 Fax: 520-798-0598	Kino Service Center 2797 E Ajo Way Tucson, AZ 85713 Phone: 520-243-6700 Fax: 520-243-6799		Monday-Friday 8:00AM-5PM	Pima County

The facility(s) listed above will not be open on those holidays marked below (*Check box for applicable holidays*):

- | | | | | |
|--|--|---|---|---|
| <input checked="" type="checkbox"/> New Year's Day | <input type="checkbox"/> Good Friday | <input checked="" type="checkbox"/> President's Day | <input type="checkbox"/> Yom Kippur | <input type="checkbox"/> Washington's Birthday |
| <input checked="" type="checkbox"/> Martin Luther King Jr's Birthday | <input checked="" type="checkbox"/> Memorial Day | <input type="checkbox"/> Rosh Hashanah | <input type="checkbox"/> Columbus Day | <input checked="" type="checkbox"/> Labor Day |
| <input type="checkbox"/> Lincoln's Birthday | <input checked="" type="checkbox"/> Independence Day | <input checked="" type="checkbox"/> Christmas | <input checked="" type="checkbox"/> Veteran's Day | <input checked="" type="checkbox"/> Thanksgiving Day |
| <input type="checkbox"/> Other | <input type="checkbox"/> Other | <input type="checkbox"/> Other | <input type="checkbox"/> Other | <input checked="" type="checkbox"/> Other <i>Day after Thanksgiving</i> |



COMMUNITY SERVICES. EMPLOYMENT AND TRAINING DEPARTMENT

Kino Service Center
2797 E. Ajo Way
Tucson, AZ 85713
(520) 243-6700
Fax (520) 243-6799

September 11, 2013

Arizona Department of Economic Security (DAAS)
1789 West Jefferson Street Site Code 950A
Phoenix, AZ 85007

Dear DAAS:

This letter is to confirm that the Pima County One Stop has sufficient funds to meet obligations on time while waiting for payment from the Arizona Department of Economic Security (DAAS).

In addition, Pima County accounting system is capable of providing sufficient details about expenses and cost allocations for the purpose of determining whether the Applicant's actual expenditures are in accordance with the budget amounts.

Respectfully,

Arthur Eckstrom
Director
Pima County Community Services Employment and Training

ATTACHMENT G
ARIZONA DEPARTMENT OF ECONOMIC SECURITY
ITEMIZED SERVICE BUDGET

Organization: Pima County One-Stop Career Center

1-Dec-13

REVENUE

Fund Source	EWf	OPC	TVA	Total
SCSEP - ADES	38,400	2,400	3,091	43,891

Program Income				
Non-Fed In-kind				
Non-Fed Cash			4,877	4,877
Other Federal				
Sub Total				
TOTAL REVENUE	38,400	2,400	7,968	48,768

EXPENSES

DIRECT	Personnel			2,310	2,310
	ERE			781	781
	Professional/Outside	38,400			38,400
	Travel				0
	Space				0
	Equipment				0
	Material/Supplies		2,400		2,400
	Operating Services				0
	Indirect				0
Sub Total Direct					0
Total Purchased					0
TOTAL EXPENSES					
(Reimbursement Ceiling)		38,400	2,400	3,091	43,891

Units/Direct	8	8	8
Units/Purchased			
Units Total	8	8	8

Unit Rate/Direct	4,800	300		5,100
Unit Rate/Purchased	x8	x8		
Unit Rate/Total	38,400	2,400		40,800

Required State Match			4,877	4,877
Total State - Unmatched				
Total State - Matched			4,877	4,877