



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

Requested Board Meeting Date: July 5, 2016 Addendum
or Procurement Director Award

Contractor/Vendor Name (DBA): Literacy Connects

Project Title/Description:

Literacy Services

Purpose:

Provide basic level literacy instruction to eligible participants that score at or below the 5th grade level on the Test for Adult Basic Education

Procurement Method:

RFP-CSET-LS-2016-07

Program Goals/Predicted Outcomes:

80% of job seekers will achieve grade levels required for employment or training goals.

Public Benefit:

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

Metrics Available to Measure Performance:

Monthly summary reports which include participant's progress and achievements for the preceding month's activities.

Retroactive:

Yes, due to lengthy process of finalizing a new RFP and several changes in contract language.

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Addendum

Procure Dept 06/23/16 PM 08:24

Original Information

Document Type: CT Department Code: CS Contract Number (i.e.,15-123): 16-428

Effective Date: 7/1/16 Termination Date: 6/30/17 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ 73,169.00 Revenue Amount: \$ _____

Funding Source(s): U.S. Dept. of Labor, Arizona Dept. of Economic Security, Pima Community College, recipient of the Health Profession Opportunity Grant, and Pima County General Funds

Cost to Pima County General Fund: \$2,700.00

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

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

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

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

Amendment Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Expense Revenue Increase Decrease Amount This Amendment: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Rise Hart

Department: Community Services Telephone: 724-5723

Department Director Signature/Date: *Charles Cary* 6/21/16

Deputy County Administrator Signature/Date: *Paul* 6/22/16

County Administrator Signature/Date: *C. P. ...* 6/22/16
(Required for Board Agenda/Addendum Items)

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

CONTRACT
NO. <u>CT-C5-16-428</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

Program Name: Literacy Services
 Awardee: Literacy Connects
 200 E. Yavapai Road
 Tucson, AZ 85705
 (520) 882-8006 Fax 882-4986

DUNS: 961940934

Program Description: Basic level literacy instruction to Pima County ARIZONA@WORK Career Center System clients that score at or below the 5th grade level on the Test for Adult Basic Education

Contract Term: July 1, 2016 through June 30, 2017

Contract Amount: \$73,169.00

Funding: U.S. Department of Labor, Arizona Department of Economic Security (ADES), Intergovernmental Agreement (IGA) with Pima Community College (PCC) recipient of the Health Profession Opportunity Grant (HPOG), and Pima County General Funds

Grant ID/Contract Number	Award Date	CFDA	Program Description	National Funding	Pima County Award
DI16-002120	2016	17.258	WIOA-Adult	\$776,736,000.00	\$2,053,646.00
DI16-002120	2016	17.258	WIOA-Dislocated Worker	\$1,015,530,000.00	\$4,032,529.00
DI16-002120	2016	17.279	WIOA-Youth	\$831,842,000.00	\$2,325,706.00
PCC2015-2020	2016	93.093	HPOG*	\$58,000,000.00	\$587,205.00*

*Pima County is receiving these funds from Pima Community College as a Subrecipient.

Is this a Research and Development Contract: No

This Contract is made by and between Pima County, a body politic and corporate of the State of Arizona, ("County") and Literacy Connects, a non-profit corporation in the State of Arizona ("Awardee").

RECITALS

- A. County was designated as a local workforce area and receives funds under the federal Workforce Innovation and Opportunity Act, Pub.L.113-128 ("WIOA") to operate the Pima County ARIZONA@WORK Career Center System (an American Job Center formerly the Pima County One Stop) Workforce Program.
- B. Pursuant to A.R.S. § 11-254.04, County may appropriate and spend public monies for and in connection with activities that the County Board of Supervisors finds and determines will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of County inhabitants.

- C. County finds that the provision of workforce development services is in the best interest of the residents of the County and therefore, requires the services of an entity qualified to provide such services to local residents.
- D. County's Workforce Investment Board ("WIB"), issued Request for Proposals No. RFP-CSET-LS-2016-07 ("the RFP") for workforce development services.
- E. Awardee has submitted a response to the RFP that is beneficial to the residents of the County.
- F. The Pima County Board of Supervisors finds that Awardee has specialized training and expertise in providing workforce development services.
- G. The Pima County Board of Supervisors finds that entering into this Contract is in the best interests of the residents of Pima County.

NOW, THEREFORE, the parties agree as follows:

1.0 TERM AND EXTENSIONS

- 1.1 This Contract, as awarded by County, will commence on July 1, 2016 and will terminate on June 30, 2017, unless sooner terminated or further extended pursuant to the provisions of this Contract. The County has the option to renew this Contract for four (4) additional years or any portion thereof.
- 1.2 Any modification or extension of the contract termination date must be by formal written amendment executed by the parties.
- 1.3 Any amendments to the Contract must be approved by County before any services under the amendment commences.

2.0 SCOPE OF SERVICES

- 2.1 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 Contract.
 - 2.1.3 Perform its duties in a humane and respectful manner and in accordance with any applicable professional standards. Awardee must obtain and maintain all applicable licenses, permits and authority required for its performance under this Contract.
- 2.2 Unless otherwise provided for herein, the personnel delivering Contract services will:
 - 2.2.1 Be employees or volunteers of the Awardee;
 - 2.2.2 Satisfy any qualifications set forth in this Contract; 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 Contract for commission, percentage, brokerage or contingent fee except a bona fide employee whose job duties include securing business.
- 2.4 No program funded under this Contract may impair existing contracts for services or collective bargaining agreements or be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and employer concerned.

3.0 COMPENSATION AND PAYMENT

- 3.1 In consideration for the services specified in Exhibit A of this Contract, County agrees to pay Awardee **up to \$73,169.00** ("the Maximum Allocated Amount") as follows:

Funding Source	Amount
U.S. Dept. of Labor/AZ Dept. of Economic Security	\$66,079.00
Pima Community College HPOG	\$4,390.00
Pima County General Funds	\$2,700.00

- 3.2 Payment will be made from grants received by County from the United States Department of Labor (“DOL”) and Arizona Department of Economic Security (“ADES”) (collectively “the federal awarding agency”).
- 3.3 Payment of the full Maximum Allocated Amount is subject to the activities of the federal awarding amount of funds allocated to and made available to County for this Contract. 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.
- 3.4 Requests for payments must be submitted to County by the 15th working day of each month for the previous month of service. Invoices must reference this contract number and be:
 - 3.4.1 Approved and signed by an authorized representative of the Contractor.
 - 3.4.2 For services and costs identified in **Exhibit A**.
 - 3.4.3 Be accompanied by documentation which must include, but is not limited to:
 - 3.4.3.1 A summary report of monthly expenditures by expense categories as shown in approved budget in **Exhibit A**.
 - 3.4.3.2 Copies of invoices, receipts and/or checks to support all purchases of goods or services.
 - 3.4.3.3 If reimbursement is authorized for travel, detailed travel reports to support all travel expenses.
 - 3.4.3.4 If reimbursement is authorized for personnel costs, time sheets or other records that specify the hours worked on the grant and the total hours worked in the pay period. Time sheets must show the days and hours worked and should be signed.
 - 3.4.3.5 Any other documentation requested by County.
 - 3.4.4 Verified by County representative.
 - 3.4.5 In compliance with the applicable provisions of 2 C.F.R. §§ 200 and 2900.
 - 3.4.6 Only for participants determined eligible by County and properly enrolled in the program.
 - 3.4.7 Only for authorized expenses which are not paid or reimbursed by another Federal or grant revenue source.
- 3.5 If Awardee is required to provide matching funds under the terms of the federal awarding agency, Awardee must also provide the documentation described in Paragraph 3.4.3 for the matching funds.
- 3.6 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.
- 3.7 Awardee will not be paid until all of the following conditions are met:
 - 3.7.1 Awardee has completed and submitted a W-9 Taxpayer Identification Number form;
 - 3.7.2 Awardee has registered as a Pima County Vendor at the following web address -- <https://secure.pima.gov/procurement/vramp/login.aspx>;
 - 3.7.3 This Contract is fully executed; and
 - 3.7.4 Adequate and accurate documentation is provided with the request for payment or invoice.

- 3.8 **REQUEST FOR FINAL PAYMENT** for compensation earned and/or eligible costs incurred will be submitted to the County within 15 working days **after the end of the contract term** on invoices that meet the requirements set forth in Paragraph 3.4 above.
- 3.9 Awardee will report to the County:
- 3.9.1 Accrued expenditures;
 - 3.9.2 Program income, as defined by the federal awarding agency; and
 - 3.9.3 All other fiscal resources applied to expenses incurred in providing services under this Contract.
- 3.10 Changes between budget line items may only be made as follows:
- 3.10.1 Changes of LESS than 15% of the total budget amount may be granted by and at the sole discretion of the Director of Community Services, Employment and Training (CSET) or his designee. Awardee must submit a written request and show that any proposed increase is offset by a decrease of equal value to the remaining line items. No increase to the total operating budget will be allowed. **The change will not be effective, nor will compensation under the change be provided, until the date set forth in the written approval of the Director or his designee.**
 - 3.10.2 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.**
- 3.11 Advances:
- 3.11.1 County expects that Awardee will properly budget for its needs in order to provide the required services prior to reimbursement.
 - 3.11.1.1 Requests for an advance must be in writing and include a report of cumulative and projected expenditures and earnings in performance of this Contract and a detailed explanation of the circumstances that warrant an advance.
 - 3.11.1.2 Advance payments may be provided to Awardee only upon a written finding of the Director of Community Services, Employment and Training that extraordinary circumstances justify an advance.
 - 3.11.1.3 An advance will not exceed 1/12th of the annual contract amount or 90% of the potential earnings in the 30-day period as determined appropriate by County.
 - 3.11.1.4 The advance payment is a debt of Awardee to County.
 - 3.11.1.5 County will not pay Awardee for expenses incurred unless and until expenses exceed the amount of the advance.
 - 3.11.1.6 If expenses incurred during the 30 days immediately following the date of the advance, do not equal or exceed the amount of the advance, Awardee must immediately remit the remaining balance to County.
 - 3.11.2 Within 30 days of a request from County, Awardee must submit to the County the portion of any payment, which exceeds the amount owed under this Contract.
 - 3.11.3 Interest income:
 - 3.11.3.1 Pursuant to 2 C.F.R. §200.305, advance must be deposited in interest bearing account.
 - 3.11.3.2 Except as allowed by the federal awarding agency, any interest earned on the funds advanced, must be remitted to County at the end of the contract term.

- 3.12 Program Income: Awardee must comply with all provisions of the federal awarding agency regarding Program Income.
- 3.13 Disallowed Charges or Cost principles will be as follows:
 - 3.13.1 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 Contractor and will not be reimbursed with Department funds.
 - 3.13.2 **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.**
- 3.14 For the period of record retention required under Section 21.0 - Books and Records, County reserves the right to question any payment made to Awardee and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

4.0 INSURANCE

- 4.1 Pima County in no way warrants that the minimum limits contained herein are sufficient to protect the Awardee from liabilities that might arise out of the performance of the work under this Contract by the Awardee, its agents, representatives, employees or subcontractors, and Awardee is free to purchase additional insurance.
- 4.2 Minimum Scope and Limits of Insurance: Awardee will provide coverage with limits of liability not less than those stated below.

4.2.1 Commercial General Liability – Occurrence Form

- 4.2.1.1 Policy must include bodily injury, property damage, personal injury and broad form contractual liability.

General Aggregate	\$2,000,000.00
Products – Completed Operations Aggregate	\$1,000,000.00
Personal and Advertising Injury	\$1,000,000.00
Blanket Contractual Liability – Written and Oral	\$1,000,000.00
Fire Legal Liability	\$ 50,000.00
Each Occurrence	\$1,000,000.00

- 4.2.1.2 Policy must be endorsed to **include coverage for sexual abuse and molestation.**
- 4.2.1.3 Policy must be endorsed to include the following additional insured language: **“Pima County is named an additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor”.**
- 4.2.1.4 Policy must contain a waiver of subrogation against Pima County, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Awardee.

4.2.2 Automobile Liability

Policy must include bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- 4.2.2.1 Combined Single Limit (CSL) \$1,000,000.00
- 4.2.2.2 Policy must be endorsed to include the following additional insured language: **“Pima County is named an additional insured 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”.**
- 4.2.2.3 Policy must contain a waiver of subrogation against Pima County, its departments, agencies, boards, commissions and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Awardee.

4.2.3 Worker's Compensation and Employers' Liability

- 4.2.3.1 Workers' Compensation Statutory
- 4.2.3.2 Employers' Liability:
 - Each Accident \$ 500,000.00
 - Disease – Each Employee \$ 500,000.00
 - Disease – Policy Limit \$1,000,000.00
- 4.2.3.3 Policy must contain a waiver of subrogation against Pima County, its departments, agencies, boards, commissions and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Awardee.
- 4.2.3.4 This requirement will 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.

4.3 Additional Insurance Requirements: All policies must contain, or be endorsed to contain, the following provisions:

- 4.3.1 Pima County, wherever additional insured status is required, will be covered to the full limits of liability purchased by the Awardee, even if those limits of liability are in excess of those required by this Contract.
- 4.3.2 The Awardee's insurance coverage will be primary insurance and non-contributory with respect to all other available sources.
- 4.3.3 Coverage provided by the Awardee will not be limited to the liability assumed under the indemnification provisions of this Contract.
- 4.3.4 The Project Name, Contract Number and project description must be noted on the Certificate of Insurance.

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

4.5 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 and County in no way warrant that the above-required minimum insurer rating is sufficient to protect the Awardee from potential insurer insolvency. All Certificates of Insurance are to be received and approved by Pima County before work commences.

5.0 INDEMNIFICATION

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

6.0 COMPLIANCE WITH LAWS

- 6.1 Awardee will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract will be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Contract will apply, but do not require an amendment.
- 6.2 Awardee warrants that WIOA funds provided for personnel employed in the administration of the program funded under this Agreement will not be used for:
- 6.2.1 Political activities;
 - 6.2.2 Inherently religious activities;
 - 6.2.3 Lobbying;
 - 6.2.4 Political patronage; or
 - 6.2.5 Nepotism activities.
- 6.3 Awardee will comply with the applicable provisions of:
- 6.3.1 Arizona Department of Economic Security Special Terms and Conditions;
 - 6.3.2 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;
 - 6.3.3 Copeland Anti-Kick Back Act (18 USC 874 *et seq.*);
 - 6.3.4 Arizona Address Confidentiality Program (A.R.S. § 41-161 *et seq.*);
 - 6.3.5 Uniform Administrative Requirements (29 CFR Parts 95 and 97);
 - 6.3.6 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;
 - 6.3.7 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);
 - 6.3.8 Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
 - 6.3.9 Debt Collection and Audit Resolution (Pub. L. 105-220 Sections 128, 133, and 184; 20 CFR Part 652, Subpart D,E and G; 20 CFR Part 667 Subparts D – H; 29 CFR Parts 95, 96, 97, and 99; OMB Circular A-21; 2 CFR 200 and all subparts; Federal Acquisition Regulation 97-03 Part 31; ADES Policies 1-47-01 and 1-47-08.);
 - 6.3.10 Child Labor Laws (A.R.S. §23-230 *et seq.*);

6.3.11 Debarment and Suspension Drug Free Workplace (29 CFR Part 98 and Executive Order 12549);

6.3.12 Environmental Tobacco Smoke (Pub. L. 103-227, Part C);

6.3.13 Workforce Innovation and Opportunity Act, Pub.L.113-128; and

6.3.14 All rules and regulations applicable to the Acts set forth above.

6.4 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.

7.0 INDEPENDENT CONTRACTOR

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

8.0 SUBCONTRACTOR

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

9.0 ASSIGNMENT

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

10.0 NON-DISCRIMINATION

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

10.2 During the performance of this contract, 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.

11.0 AMERICANS WITH DISABILITIES ACT

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

12.0 AUTHORITY TO CONTRACT

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

13.0 FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, will not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time will not be construed as an accord and satisfaction.

14.0 CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference. In addition, 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 contract, including, but not limited to, those governing nepotism.

15.0 TERMINATION/SUSPENSION

- 15.1 Termination for Convenience: County reserves the right to terminate this Contract at any time and without cause by serving upon Awardee thirty (30) days advance written notice of such intent to terminate. 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
- 15.2 Insufficient Funds: Notwithstanding Paragraph 15.1 above, if any state or federal grant monies used to pay for performance under this Contract 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 Contract or terminate the Contract. 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.
- 15.3 Termination for Cause: This Contract may be terminated at any time without advance notice and without further obligation by the County when the Awardee is found by County to be in default of any provision of this Contract.
- 15.4 Non-Appropriation: Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Awardee, other than for services rendered prior to termination.
- 15.5 Suspension: County reserves the right to suspend Awardee's performance and payments under this Contract immediately upon notice delivered to Awardee's designated agent in order to investigate Awardee's activities and compliance with this Contract. 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.

16.0 NOTICE

- 16.1 Awardee must give written notice of any change of corporate or entity status as promptly as possible and, in any event, within fifteen days after the change is effective. A change in corporate or entity status includes, but is not limited to, change from unincorporated to incorporated status and vice versa and any

suspension or termination of corporate status based on failure to comply with all applicable federal, state, and local reporting requirements.

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

County:

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

Awardee:

Literacy Connects
200 E. Yavapai Road
Tucson, AZ 85705

17.0 NON-EXCLUSIVE CONTRACT

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

18.0 OTHER DOCUMENTS

Awardee and County in entering into this Contract have relied upon information provided in the Pima County Solicitation RFP No. RFP-CSET-LC-2016-07 including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, Awardee's Proposal and on other information and documents submitted by the Awardee in its' response to said Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

19.0 REMEDIES

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

20.0 SEVERABILITY

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

21.0 BOOKS AND RECORDS

21.1 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 must retain all records relating to this contract at least 5 years after Awardee submits its single or last expenditure report or until completion of any action and resolution of all issues which arise from any related litigation, claim, negotiations, audit or other action involving the records that was started before the expiration of the 5-year period, whichever is later.

22.0 AUDIT REQUIREMENTS

22.1 Awardee will:

22.1.1 **Establish and maintain a separate, identifiable accounting of all funds provided by County under this Contract.** The accounting must record all expenditures which are used to support invoices and requests for payment from the County.

22.1.2 Establish and maintain accounting records which identify the source and application of any funds not provided under this Contract used to support these Contract activities.

- 22.1.3 Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
- 22.1.4 Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.
- 22.1.5 Assure that any audit conducted pursuant to this Contract is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of the audit required pursuant to this Article, unless a different time is specified by County. The audit submitted must include Awardee responses, if any, concerning any audit findings.
- 22.1.6 Pay all costs for any audit required or requested pursuant to this Article, unless the cost is allowable for payment with the grant funds provided pursuant to this Contract under the appropriate federal or state grant law and the cost was specifically included in the Awardee grant budget approved by County.

22.2 Awardee status:

- 22.2.1 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."
- 22.2.2 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.

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

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

23.0 CONFIDENTIALITY

Awardee must maintain all client and applicant files confidential and will provide access to these files only to persons properly authorized. Awardee will observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services.

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

27.0 COORDINATION

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

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 Contract, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating Awardee's performance and Awardee's compliance with this Contract. This provision must be included in all contracts between Awardee and its subcontractors providing goods or services pursuant to this Contract. 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 INFORMATION

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

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

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

29.4 County will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records submitted to County by Awardee 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 Contract to the extent such provisions are applicable.

31.0 LEGAL ARIZONA WORKERS ACT COMPLIANCE

31.1 Awardee hereby warrants that it will at all times during the term of this Contract 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 County will have 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 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, will be deemed to be a material breach of this Contract subjecting Awardee to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, 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, (subject to County approval if Minority and Women Business Enterprise preferences apply) as soon as possible so as not to delay project completion.

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

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

31.5 Any additional costs attributable directly or indirectly to remedial action under this Section will be the responsibility of Awardee. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Awardee's approved construction or critical milestones schedule, such period of delay will be deemed excusable delay for which Awardee will be entitled to an extension of time, but not costs.

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32.0 ENTIRE AGREEMENT

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

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

PIMA COUNTY

AWARDEE

Chair, Board of Supervisors

Betty Stauffer

Authorized Officer Signature

Date

Betty Stauffer

Print name

ATTEST

Executive Director

Clerk, Board of Supervisors

Title
6/20/16

Date

APPROVED AS TO CONTENT

Charles Taylor

Director, Community Services, Employment
& Training

APPROVED AS TO FORM

Karen S. Friar

Karen S. Friar, Deputy County Attorney

SCOPE OF WORK

SECTION 1 – PROGRAM OVERVIEW. Awardee will provide basic pre-employment literacy instruction to Tier 1 students as part of the Lindsey Center Program. All students served pursuant to this Contract will be enrolled in the Pima County ARIZONA@WORK Career Center System (“Pima County ARIZONA@WORK”).

SECTION 2 – PROGRAM ACTIVITIES – GENERAL.

2.1 Awardee will:

- 2.1.1. Hold pre-employment literacy classes at the Pima County Lindsey Center every Monday through Thursday as follows:
 - 2.1.1.1. Provide two (2) hours of reading and reading comprehension instruction daily.
 - 2.1.1.2. Provide two (2) hours of math instruction daily.
 - 2.1.1.3. Provide one and one-half (1.5) hours of computer lab daily.
- 2.1.2. Provide suitably trained staff and volunteers to effectively and successfully provide the basic literacy instruction in reading and reading comprehension. Initially, Awardee will provide the following staff:

Position	Status	Number of Staff	Hours per week
Basic Literacy (BL) Assistant 2	Staff	1	35
BL Assistant 1	Staff	1	20
BL Manager	Staff	1	20
Tutors	Volunteer	12	6

- 2.1.3. Assess the skill level and tutoring needs of each student during the first week in the Tier 1 class via a pre-test using the Test of Adult Basic Education (TABE) and other assessment tools to determine instructional and tutoring needs and a baseline skill level against which gains will be measured.
- 2.1.4. Administer computer-based mid-term tests and post-TABE tests to verify gains of the Lindsey Cohort students for WIOA and Pima County ARIZON@WORK case management records.
- 2.1.5. Work with Workforce Development Specialist (“WDS”) to:
 - 2.1.5.1. Follow-up with students who fall below 80% attendance. A student with attendance below 50% for two (2) weeks will be considered to have withdrawn from the program.
 - 2.1.5.2. Identify additional or alternative service options for literacy and English language instruction, or other modifications to the client’s employment goals and strategies as appropriate.
- 2.1.6. Assure that the BL Assistant 2 assigned pursuant to this Contract:
 - 2.1.6.1. Maintains an office at the Lindsey Center;
 - 2.1.6.2. Supervises all literacy activities at the Center;
 - 2.1.6.3. Teaches classes, as necessary to maintain the schedule; and,
 - 2.1.6.4. Creates and/or oversees the creation of weekly lesson plans for tutors.

- 2.2 County will, through a County WDS, refer job seekers to Awardee for assessment of the person's potential to achieve grade levels for either direct job referral or a training plan as specified in the Individual Employment Plan and for tutoring.
- 2.3 Goals:
- 2.3.1. Each Tier 1 student cohort will receive, at a minimum, ten (10) weeks of training. Tier 1 students may complete the Tier 1 course in less than ten (10) weeks by establishing their gains through post-tests.
 - 2.3.2. After completion of Tier 1 the student will move on to Tier 2 classes or other appropriate level of instruction or training.
 - 2.3.3. Tier 1 students participating in these pre-employment literacy classes may not be precluded from participating in other programs of and resources provided by Literacy Connects.
 - 2.3.4. Tier 1 students with documented progress may repeat a 2nd cycle of Tier 1 training. Additional cycles may be permitted by the WDS for special circumstances.
 - 2.3.5. After completing all of the authorized Tier 1 training, the student will be assigned by the WDS to the Tier 2 level of instruction, Adult Basic Education, job training, job search assistance or other services through the Pima County ARIZONA@WORK.

SECTION 3 – LOCATION. Lindsey Center, 1602 S. Third Avenue, Tucson, AZ 85713

SECTION 4 – TARGET POPULATION. Pima County ARIZONA@WORK clients scoring at or below 5th grade level on TABE.

SECTION 5 – BUDGET.

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

Budget Line Item	Amount allocated for July 1, 2016 through June 30, 2017
Personnel	\$70,169.00
Supplies	\$3,000.00
Total	\$73,169.00

- 5.2 Billing invoices must include a list of participants for each month with the funding program for each participant.
- 5.3 Staff overtime is not authorized under this Contract and will not be reimbursed.
- 5.4 In the event that an end of year budget modification is necessary, the request to modify must be submitted forty-five (45) days prior the termination date of the Contract.

SECTION 6 – OUTCOMES. 80% of job seekers will achieve grade levels required for employment goal or training goal within the time frame established by the referring WDS and job seeker on the IEP.

SECTION 7 – REPORTS. No later than the 5th business day of the month, submit monthly reports on each participant's progress (per the tests administered pursuant to paragraph 2.1.4 above) and achievements for the preceding month's activities.

END OF EXHIBIT A