



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

Requested Board Meeting Date: February 21, 2017

or Procurement Director Award

**Contractor/Vendor Name (DBA):** Portable Practical Educational Preparation, Inc.

**Project Title/Description:**

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

**Purpose:**

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

**Procurement Method:**

RFP-CSET-WFS-2016-06

**Program Goals/Predicted Outcomes:**

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

**Public Benefit:**

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

**Metrics Available to Measure Performance:**

HPOG employees trained under the NET Program are documented in Pima County ARIZONA@WORK database(s).

**Retroactive:**

**Original Information**

Document Type: CT Department Code: CS Contract Number (i.e.,15-123): 17-266

Effective Date: 3/30/17 Termination Date: 3/29/18 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$ 50,000.00  Revenue Amount: \$ \_\_\_\_\_

Funding Source(s): U.S. Department of Health and Human Services - Health Professions Opportunity Grant (HPOG)

Cost to Pima County General Fund: N/A

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: \_\_\_\_\_

*To: COB 2-8-17 (11)  
Ver. - 1 pgs. 17*

*Procure Dept 02/08/17 08:26*

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Contact: Rise Hart

Department: Community Services, Employment & Training (CSET)

Telephone: 724-5723

Department Director Signature/Date:

*[Signature]* 1/31/17

Deputy County Administrator Signature/Date:

*[Signature]* 2/5/2017

County Administrator Signature/Date:  
(Required for Board Agenda/Addendum Items)

*[Signature]* 2/7/17

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

Program Name: New Employee Transition Program ("NET")

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

DUNS: 092671866

Program Description: Health Professions Opportunity Grant  
("HPOG")

Contract Term: March 30, 2017, or upon execution by Pima  
County Board of Supervisors, whichever is  
later, through March 29, 2018

Contract Amount: \$50,000.00

Funding: Intergovernmental Agreement with Pima  
Community College recipient of the Health  
Profession Opportunity Grant

**CONTRACT**

**NO. CT-CS-17-266**

**AMENDMENT NO. \_\_\_\_\_**

This number must appear on all  
invoices, correspondence and  
documents pertaining to this  
contract.

CFDA	Program Description	National Funding	Pima County Award
93.093	Affordable Care Act HPOG*	\$72,000,000.00	\$587,205.00

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

Is this a Research and Development Contract: No

Awardee is a Subrecipient X Contractor

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

**RECITALS**

- A. 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.
- B. County is receiving Affordable Care Act Health Professionals Opportunity Grant ("HPOG") funds from Pima Community College to provide workforce development opportunities to Pima County ARIZONA@WORK Job Center (formerly the Pima County One Stop) clients.
- 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-WFS-2016-06 ("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 March 30, 2017 or upon execution by the Pima County Board of Supervisors, whichever is later, and will terminate on March 29, 2018, unless sooner terminated or further extended pursuant to the provisions of this Contract.
- 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 \$50,000.00** ("the Maximum Allocated Amount").
- 3.2 Funding is from HPOG grant that County will receive from Pima Community College.
- 3.3 Payment of the full Maximum Allocated Amount is subject to the 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 **Awardee must submit a request for reimbursement every month**, even if no funds are being requested for the prior month. Requests for reimbursement are due as follows:

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

3.5 Each monthly Request for Reimbursement must:

- 3.5.1 Reference this contract number.
- 3.5.2 Be approved and signed by the person(s) that prepared the request and an authorized manager, supervisor or executive of the Awardee to insure proper internal financial controls.
- 3.5.3 Be for services and costs identified in **Exhibit A**.
- 3.5.4 Be accompanied by documentation which must include, but is not limited to:
  - 3.5.4.1 A summary report of monthly expenditures by expense categories as shown in the approved budget in **Exhibit A**.
  - 3.5.4.2 Copies of invoices, receipts and/or checks (front and back) to support all purchases of goods or services.
  - 3.5.4.3 If reimbursement is authorized for travel, detailed travel reports to support all travel expenses.
  - 3.5.4.4 If reimbursement is authorized for personnel costs, time sheets or other records that specify the hours worked on the grant(s) and the total hours worked in the pay period. Time sheets must show the days and hours worked and should be signed by the employee and authorizing supervisor.
  - 3.5.4.5 Fringe benefit calculations at the rate shown in the approved budget in **Exhibit A**.
  - 3.5.4.6 Any other documentation requested by County.

3.5.5 Comply with the applicable provisions of 2 C.F.R. §§ 200 and 2900.

3.5.6 Be only for participants determined eligible by County and properly enrolled in the program.

3.6 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 3.5 for the matching funds.

3.7 **Awardee must utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.** Awardee may not bill the County for costs which are paid by another source. Awardee must notify County within ten (10) days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.

3.8 If each request for payment includes adequate and accurate documentation, County will generally pay Awardee within thirty (30) days from the date of invoice. Awardee should budget their cash needs accordingly.

3.9 Awardee will not be paid until all of the following conditions are met:

3.9.1 Awardee has completed and submitted a W-9 Taxpayer Identification Number form;

3.9.2 Awardee has registered as a Pima County Vendor at the following web address -- <https://secure.pima.gov/procurement/vramp/login.aspx>;

3.9.3 This Contract is fully executed; and

3.9.4 Adequate and accurate documentation is provided with the request for reimbursement or invoice.

- 3.10 **REQUEST FOR FINAL PAYMENT** for compensation earned and/or eligible costs incurred will be submitted to the County within fifteen (15) working days **after the end of the contract term** on invoices that meet the requirements set forth in Paragraph 3.5 above.
- 3.11 Awardee will report to the County:
- 3.11.1 Accrued expenditures;
  - 3.11.2 Program income, as defined by the federal awarding agency; and
  - 3.11.3 All other fiscal resources applied to expenses incurred in providing services under this Contract.
- 3.12 County may, at its sole discretion:
- 3.12.1 Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.
  - 3.12.2 Liquidate funds available under this Agreement for costs incurred by County on behalf of Awardee.
  - 3.12.3 **Deny full payment** for requests for reimbursement that are submitted to County after the date set forth in Paragraph 3.4. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
- 3.13 Pursuant to A.R.S. § 11-622, County **will deny reimbursement completely** for requests for payment made later than six months after the last item of the account accrues.
- 3.14 Changes between budget line items may only be made as follows:
- 3.14.1 Changes of 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.**
  - 3.14.2 Changes of MORE than 15% of the total budget will require a contract amendment. **The change will not be effective, nor will compensation under the change be provided, until the contract amendment is fully executed by both parties.**
- 3.15 Advances:
- 3.15.1 County expects that Awardee will properly budget for its needs in order to provide the required services prior to reimbursement.
    - 3.15.1.1 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.
    - 3.15.1.2 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.
    - 3.15.1.3 An advance will not exceed 1/12<sup>th</sup> of the annual contract amount or 90% of the potential earnings in the 30-day period as determined appropriate by County.
    - 3.15.1.4 The advance payment is a debt of Awardee to County.
    - 3.15.1.5 County will not pay Awardee for expenses incurred unless and until expenses exceed the amount of the advance.

- 3.15.1.6 If expenses incurred during the thirty (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.
- 3.15.2 Within thirty (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.
- 3.15.3 Interest income:
  - 3.15.3.1 Pursuant to 2 C.F.R. §200.305, advance must be deposited in interest bearing account.
  - 3.15.3.2 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.
- 3.16 Program Income: Awardee must comply with all provisions of the federal awarding agency regarding Program Income.
- 3.17 Disallowed Charges or Cost principles will be as follows:
  - 3.17.1 The cost principle set forth in the Code of Federal Regulations (CFR), Title 48, Chapter 1, Part 31.201-6, (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, will be used to determine whether reimbursement of an incurred cost will be allowed under this Agreement. Those costs which are specifically defined as unallowable therein cannot be submitted for reimbursement by the Subrecipient and will not be reimbursed with Department funds.
  - 3.17.2 **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.**
- 3.18 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 Awardee will procure and maintain at its own expense insurance policies (the “Required Insurance”) satisfying the below requirements (the “Insurance Requirements”) until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Awardee’s indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Awardee for liabilities that may arise from or relate to this Contract. If necessary, Awardee may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

#### 4.2 Insurance Coverages and Limits:

- 4.2.1 Commercial General Liability (CGL): Occurrence Form covering liability arising from premises, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate.
- 4.2.2 Business Automobile Liability: Coverage for any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.
- 4.2.3 Workers’ Compensation (WC) and Employers’ Liability:
  - 4.2.3.1 Workers’ Compensation with Employers Liability limits of \$1,000,000 each accident and \$1,000,000 each employee – disease. Workers’ Compensation statutory coverage is compulsory for employers of one or more employees.

- 4.2.3.2 Note: The Workers' Compensation requirement does not apply if Awardee is exempt under A.R.S. § 23-901, and has executed the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

4.3 **Additional Coverage Requirements:**

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

4.4 **Verification of Coverage:**

- 4.4.1 Insurer or Broker of Awardee must evidence compliance with the Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include:
  - 4.4.1.1 The Pima County tracking number for this Contract, which is shown on the first page of the Contract, and a project description, in the body of the Certificate,
  - 4.4.1.2 A notation of policy deductibles or SIRs relating to the specific policy, and
  - 4.4.1.3 Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation wavier endorsements for the County and its Agents.
- 4.4.2 Each Required Insurance policy and appropriate endorsements must be in effect not less than fifteen (15) days prior to commencement of work under this Contract. A renewal certificate must be provided to County not less than fifteen (15) days prior to the policy's expiration date to include actual copies of the additional insured and wavier of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Contract.
- 4.4.3 County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.
- 4.4.4 Cancellation Notice: Awardee's insurance policies and endorsements shall not be permitted to expire, be cancelled, suspended or materially changed from the agreed upon Insurance Requirements for any reason without thirty (30) days advance written notice to the County of the policy cancellation, suspension or material change. Awardee must provide written notice



to County within two (2) business days of receipt of notice. For cancellation of non-payment, Insurer is to provide County with written notice ten (10) days prior to cancellation of policy.

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

## 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 HPOG 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 (15) days after the change is effective. A change in corporate or entity status includes, but is not limited to, change from unincorporated to incorporated status and vice versa and any suspension or termination of corporate status based on failure to comply with all applicable federal, state, and local reporting requirements.

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

**County:**

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

**Awardee:**

John Arnold, Chief Executive Officer  
PPEP  
802 E. 46th Street  
Tucson, AZ 85713

## 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-WFS-2016-06** 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, 3<sup>rd</sup> 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

**32.0 ISRAEL BOYCOTT CERTIFICATION**

Awardee hereby certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Awardee may result in action by County up to and including termination of this Agreement.

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**33.0 ENTIRE AGREEMENT**

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

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

**PIMA COUNTY**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
Clerk, Board of Supervisors

**APPROVED AS TO CONTENT**

*Charles Lang*  
\_\_\_\_\_  
Director, Community Services, Employment  
& Training

**APPROVED AS TO FORM**

*Karen S. Friar*  
\_\_\_\_\_  
Karen S. Friar, Deputy County Attorney

**AWARDEE**

*[Signature]*  
\_\_\_\_\_  
Authorized Officer Signature

*John David Arnold*  
\_\_\_\_\_  
Print name

*CEO*  
\_\_\_\_\_  
Title

*4/30/17*  
\_\_\_\_\_  
Date



**EXHIBIT A**  
**SCOPE OF WORK**

**SECTION 1 -- PROGRAM OVERVIEW**

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

**SECTION 2 -- PROGRAM GOALS**

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

**SECTION 3 -- PROGRAM ACTIVITIES – AWARDEE**

- 3.1 New Employer Transition (“NET”). Awardee will:
  - 3.1.1 Provide New Employer Transition (“NET”) services to employers that employ at least one HPOG graduate (“HPOG employee”) who may have difficulty retaining the job. The agreement will:
    - 3.1.1.1 Specify that only HPOG employees may receive workforce development services funded under the agreement;
    - 3.1.1.2 Provide for reimbursement of \$30 per hour for each hour of training provided by employer to the HPOG employee;
    - 3.1.1.3 Establish the parameters for the training consistent with the provisions of 3.2.1; and
    - 3.1.1.4 Require detailed invoices from employer with the following information:
      - 3.1.1.4.1 The name of the HPOG employee trained;
      - 3.1.1.4.2 The training and services provided to the HPOG employee(s);
      - 3.1.1.4.3 Hours of training received from employer; and
      - 3.1.1.4.4 The dates, times and duration of the training provided.
  - 3.1.2 Work with a maximum of **ten (10) employers**.
  - 3.1.3 Ensure that each employer has developed a specific training plan for each HPOG employee who will receive workforce development services. The plan must include a checklist of items that employers must verify during the training process.
  - 3.1.4 Maintain complete, accurate and timely records regarding the HPOG employees receiving workforce development services in database established by County. HPOG employee records will include:
    - 3.1.4.1 Hours of workforce development services received from employer;
    - 3.1.4.2 Issues and problems identified that hinder successful job retention;

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

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

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

**SECTION 5 -- LOCATION**

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

**SECTION 6 -- OUTCOMES**

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

**SECTION 7 -- BUDGET**

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

**Total compensation to employers will not exceed \$50,000.00.**

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

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

**END OF EXHIBIT A**