



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: July 16, 2024

* = Mandatory, information must be provided

or Procurement Director Award:

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

Job Path Inc.

***Project Title/Description:**

Workforce Development Services; Job Training Assistance

***Purpose:**

Job Path provides job training assistance to individuals to attain employment or advance in current jobs. This Amendment will renew the existing Job Path contract with an annual funding amount of \$600,000, transfer administration of the contract from Economic Development to Community & Workforce Development (CWD), and modify the Scope of Services to address Board of Supervisors direction at the May 21, 2024 meeting.

***Procurement Method:**

Direct selection per Board of Supervisors Policy D 29.6.III-C.

***Program Goals/Predicted Outcomes:**

Job Path will provide services to 250 individuals over the one-year contract term.

***Public Benefit:**

Job Path's program helps individuals advance their economic security, and also helps provide a trained workforce to Pima County employers, which is vital to retaining those employers for the economic benefit of the entire region.

***Metrics Available to Measure Performance:**

Performance metrics will align with negotiated performance metrics for Workforce Innovation and Opportunity Act programming.

***Retroactive:**

Yes, to July 1, 2024. Job Path and CWD completed the revised scope of services June 28, 2024. The first available Board of Supervisors meeting is July 16, 2024.

TO: COB, 7-3-2024(1)
Vers.: 1
pgs.: 12

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Commencement Date: Termination Date: Prior Contract Number (Synergen/CMS):
Expense Amount \$ Revenue Amount: \$

*Funding Source(s) required:

Funding from General Fund? Yes No If Yes \$ %
Contract is fully or partially funded with Federal Funds? Yes No
if Yes, is the Contract to a vendor or subrecipient?
Were insurance or indemnity clauses modified? Yes No
if Yes, attach Risk's approval
Vendor is using a Social Security Number? Yes No
if Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: CJ Department Code: ECD Contract Number (i.e., 15-123): 23-459
Amendment No.: 1 AMS Version No.: 2
Commencement Date: 7/1/2024 New Termination Date: 6/30/2025
Expense Revenue Increase Decrease Prior Contract No. (Synergen/CMS): N/A
is there revenue included? Yes No If Yes \$ Amount This Amendment: \$ 600,000.00

*Funding Source(s) required: General Fund

Funding from General Fund? Yes No If Yes \$ 600,000.00 % 100

Grant/Amendment Information (for grants acceptance and awards)

Document Type: Department Code: Grant Number (i.e., 15-123):
Commencement Date: Termination Date: Amendment Number:
Match Amount: \$ Revenue Amount: \$

*All Funding Source(s) required:

*Match funding from General Fund? Yes No If Yes \$ %
*Match funding from other sources? Yes No If Yes \$ %
*Funding Source:

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

Contact: Rhonda Pina, Deputy Director
Department: Community & Workforce Development

Telephone: 724-4703

Department Director Signature: [Signature]

Date: 6/28/24

Deputy County Administrator Signature: [Signature]

Date: 28 June 2024

County Administrator Signature: [Signature]

Date: 6/29/24

Pima County Department of Community & Workforce Development

Project: Workforce Development Services, Job Training Assistance

Contractor: Job Path Inc.

Contract No.: CT-ECD-23-459

Contract Amendment No.: 1

Orig. Contract Term: 07/01/2023 - 06/30/2024	Orig. Amount:	\$750,000.00
Termination Date Prior Amendment: N/A	Prior Amendments Amount:	\$ 0.00
Termination Date This Amendment: 06/30/2025	This Amendment Amount:	\$600,000.00
	Revised Total Amount:	\$1,350,000.00

CONTRACT AMENDMENT

The parties agree to amend the above-referenced contract as follows:

1. Background and Purpose.

1.1. Background. On July 1, 2023, County and Contractor entered into the above referenced agreement to provide Workforce Development Services, Job Training Assistance.

1.2. Purpose. Consistent with Board of Supervisors direction on May 21, 2024, County requires additional Workforce Development Services at a reduced annual funding amount of \$600,000.00. Additionally, it is appropriate to transition contract administration from the Economic Development department to Community & Workforce Development, beginning July 1, 2024.

2. Term. The County is exercising the first extension option to renew the contract for one additional year commencing on July 1, 2024 and terminating on June 30, 2025. If the commencement date is before the Effective Date of this amendment, the parties will, for all purposes, deem the amendment to have been in effect as of the commencement date.

3. Maximum Payment Amount. The maximum amount the County will spend under this Contract, as set forth in Section 4, is increased by \$600,000.00. County's total payments to Contractor under this contract, including any sales taxes, will not exceed \$1,350,000.00. The parties have revised the Budget as described in the attached **Exhibit B** (2 pages).

4. Scope of Services. The parties have revised the Scope of Services as described in the attached **Exhibit A** (7 pages). **Exhibit C – Performance Metrics** (1 page) is added and incorporated into the Scope of Services.

5. Notice. Section 17 of the Contract, Notice, is revised to replace the contacts, addresses, and phone numbers, as follows:

Contract No.: CT-ECD-23*459

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Revised 6/27/2024

County:

Director, Pima County Community &
Workforce Development
2797 E. Ajo Way, Third Floor
Tucson, AZ 85713

Contractor:

CEO
Job Path Inc.
PO Box 12519
Tucson, AZ 85732

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

PIMA COUNTY

CONTRACTOR

Chair, Board of Supervisors



Authorized Officer Signature

Date

Ana Greif

Printed Name and Title

7/3/2024

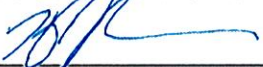
Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

Kyle Johnson

Print DCA Name

6/28/2024

Date

APPROVED AS TO CONTENT



Dan Sullivan, Director

6/28/2024

Date

Exhibit A (7 pages)
Scope of Services

1. PROGRAM OVERVIEW.

- 1.1. Contractor will provide career counseling and case management for individuals seeking employment or advancement in targeted occupations that provide family sustaining wages
- 1.2. Unless otherwise specified herein, participation in programs and activities financially assisted in whole or in part by this Contract shall be open to citizens of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the U.S. Attorney General to work in the United States.

2. PROGRAM GOALS.

- 2.1. Prepare participants for current and projected demand occupations that offer adequate wages for self-sufficiency or that have a clear career path leading to self-sufficiency wages.
- 2.2. Assist in the economic development of Pima County by helping to develop a trained and productive labor force that meets employer needs.
- 2.3. Coordinate workforce efforts with the Pima County ARIZONA@WORK Career Center (aka the Pima County One-Stop) ("County," when used in this Exhibit A, refers to Pima County ARIZONA@WORK, mandated partners, and other contractors.
- 2.4. Seek opportunities to collaborate in a way that avoids participant confusion that can be caused by enrollment in both County and Contractor programming. The long-term goal should be to make participants like they are participating in a single, integrated program, with Contractor and County facilitating complementary services, rather than feeling like they are enrolled in disparate programs.

3. PROGRAM ACTIVITIES.

3.1. General Provisions:

- 3.1.1. No activities performed under this Contract may displace a currently employed worker. Displacement includes not only firing or layoff, but also partial displacement such as a reduction in hours of non-overtime work or a reduction of employment benefits. Contractor will prohibit displacement in all subcontracts.
- 3.1.2. Contractor must ensure that participants are not placed for employment:
 - 3.1.2.1. On the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or as a place for religious worship;

3.1.2.2. In activities that are not covered under the Occupational Safety and Health Act of 1970. Participants are not required or permitted to work, be trained, or receive services in buildings or surroundings under which working conditions are unsanitary, hazardous or dangerous to the participants' health or safety;

3.1.3. Contractor must ensure that any participant employed or trained for inherently dangerous occupations (e.g. fire or law enforcement) is assigned to entities that consistently follow reasonable safety practices.

3.2. Grievances. Contractor will:

3.2.1. Have and follow a written grievance process to provide all applicants and participants with the opportunity for a fair hearing to redress grievances arising from the delivery of contracted services, including, but not limited to:

3.2.1.1. Ineligibility determination;

3.2.1.2. Reduction in services;

3.2.1.3. Suspension or termination from program participants; or

3.2.1.4. Quality of service.

3.2.2. Ensure that all applicants and participants are advised of their right to present any grievances to County or to the State.

3.3. General Requirements. Contractor will:

3.3.1. Provide career counseling and case management ("sponsorship") to help individuals gain skills and competencies needed to obtain, or advance in, career ladder employment resulting in higher wages. Individuals may be unemployed or employed while receiving services.

3.3.2. As soon as Contractor's staff are fully trained by County under Section 3.5.2, enter relevant participant data into County required database(s) in a timely manner (if possible, within two business days of receipt of the information).

3.3.3. Beginning July 1, 2024, accept new referrals for services to be provided under this Contract from County.

3.3.4. Contractor must obtain and use a computerized, browser-based, cloud-based timekeeping system to track and report hours worked and leave accrued/used by employees employed under this Contract

3.3.5. Maintain a file (electronic) on each participant that includes:

3.3.5.1. Intake demographic details.

3.3.5.2. Grievance and information release forms signed by the participant.

- 3.3.5.3. Digital images of employment authorization documents consistent with employer required I-9 documentation.
- 3.3.5.4. A record of all employment and training activity changes.
- 3.3.5.5. A record of enrollment in training programs or courses.
- 3.3.5.6. Digital images of training credentials.
- 3.3.5.7. A record of supportive service referrals.
- 3.3.5.8. Post-participation employment and follow-up information.
- 3.3.6. Maintain a list of all applicants and the reason(s) for selection or non-selection.
- 3.3.7. Provide career counseling and sponsorship to participants pursuing degrees, certifications or apprenticeships in high-demand career fields.
- 3.3.8. Conduct outreach to unemployed and underemployed members of low-income households in Pima County. Outreach must include:
 - 3.3.8.1. Introductions to Job Path programs and services.
 - 3.3.8.2. Information on local employment and training programs.
 - 3.3.8.3. Assistance in completing applications for Job Path sponsorship.
- 3.3.9. Ensure that participants enroll in a degree program, a certification program or an apprenticeship program in a career area where there is a demand for skilled workers. Participants may receive assistance for tuition, books, fees, transportation, fuel, childcare, housing, utilities, and other urgent or unexpected expenses that can impact a participant's ability to complete their program of study. Need for assistance will be determined on a case-by-case basis. The parties will collaborate to develop a mutually agreeable Supportive Services Policy that, when complete, will apply to assistance provided under this Contract.
- 3.3.10. When possible, coordinate requests for assistance under Section 3.3.8 with County to ensure more-restrictive funding sources are exhausted before funds under this Contract are utilized for assistance.
- 3.3.11. Ensure that participants meet bi-monthly in peer-support sessions with the success coach and with other participants in their education or job training area.
- 3.3.12. Ensure Success Coaches and County Case Managers meet quarterly to discuss co-enrolled participants and that the results of those meetings are reported to managers.
- 3.3.13. Before program completion, provide job placement assistance.

- 3.3.14. Track each participant's job success for two (2) years after placement and maintain a record of post-program activities. Contractor may request assistance from County for post-program wage information.
- 3.4. Success Coach Duties. Contractor will assign a Success Coach to each participant. Each Success Coach will:
- 3.4.1. Determine applicant's eligibility. In order to participate in the Job Path program pursuant to this Contract an applicant must:
 - 3.4.1.1. Be at least 18 years of age;
 - 3.4.1.2. Have resided in the State of Arizona for at least one year prior to applying for the Job Path program and be a resident of Pima County at the time of enrollment in the Job Path program;
 - 3.4.1.3. Provide proof of eligibility to work in the United States; and
 - 3.4.1.4. Be willing to commit to workforce training.
 - 3.4.2. To the extent County has already determined and, if necessary, documented any of the criteria in Section 3.4.1 prior to referring a participant to Contractor, County will provide that information on referral and Contractor need not duplicate that work. Participants referred by County must also meet JobPath eligibility criteria.
 - 3.4.3. Enroll eligible applicants in Job Path.
 - 3.4.4. Develop an annual individualized financial plan and an education and training plan with the participant.
 - 3.4.5. Work closely with instructors, tutors, and financial aid staff to effectively advocate for and properly advise the participant.
 - 3.4.6. Meet with each assigned participant on enrollment, preferably in person, and later as requested by the participant or as Career Counselor determines warranted for participant success. In the spirit of Section 2.4, the parties will collaborate to develop a system for co-enrolled participants that addresses communication between Success Coaches and County Case Managers, inclusion of County Case Managers in meetings when necessary, and the development of a co-enrollment agreement.
 - 3.4.7. Refer participants to other available community resources and services including, but not limited to: food bank; transitional housing; and childcare.
- 3.5. County requirements. County will:
- 3.5.1. Refer participants to Contractor as determined appropriate in coordination with Contractor. Participant referrals will be case-by-case, but in general, County

will refer participants for whom one or more of the following characteristics applies:

3.5.1.1. The participant is enrolled in a County job-assistance program but has a need for assistance that would assist with removing barriers to employment but cannot be provided by County, either due to immediacy, ineligibility under a County program, or some other factor.

3.5.1.2. The participant exceeds the income limitations for a County program.

3.5.1.3. The participant is experiencing barriers to employment of a type or degree that require specialized services that Contractor can provide.

3.5.2. Provide Contractor access to County's data system(s) and train Contractor's staff on proper and timely entry of data into those systems.

3.5.3. Train Contractor's staff on resources and services offered by Pima County Community & Workforce Development to all eligible funding sources are utilized for participants and funding under this Contract is maximized.

3.5.4. Connect County's Business Services Team with Contractor's job developers to ensure coordination and nonduplication of job-assistance services.

3.5.5. Make available office space and any necessary furniture, equipment, and supplies to allow Contractor Success Coaches to co-locate and provide services at County facilities.

3.5.6. Conduct an annual program monitoring of Job Path files to ensure compliance with Contract goals and provide formal technical assistance.

4. OUTCOMES.

4.1. Enroll and provide career counseling and sponsorship to a minimum of 250 eligible adults from July 1, 2024 through June 30, 2025 under this Contract.

4.2. For participants enrolled in this program and funded either by County Funds or County Workforce Innovation and Opportunity Act (WIOA) programming, performance metrics will be the same as those most recently negotiated and finalized by County with the Arizona Department of Economic Security (ADES), **Exhibit C (1 page)**. Participants who are scheduled to complete their studies after the end of this contract will not be included in this year's metrics.

5. REPORTS. The following reports should include the portion of their operation that is funded under this Contract.

5.1. Monthly Reports. No later than fifteen (15) days after the end of the month for the preceding month's activities, Contractor will provide a Monthly Summary Report of

participants served under this contract (format to be approved by County), to include, at minimum, the following information:

- 5.1.1. Number of students enrolled by Job Path identified by study area;
 - 5.1.2. Number of students completed programing/certified identified;
 - 5.1.3. Number of students exited and dropout percentage rate identified by study area;
 - 5.1.4. Number of students placed into employment identified by study area;
 - 5.1.5. Average wage at placement identified;
 - 5.1.6. Number of students placed into targeted employment;
 - 5.1.7. When possible, number co-enrolled by Contractor and County's ARIZONA@WORK/Pima County One Stop;
 - 5.1.8. Geographic location of participants identified by the city, town, tribal reservation and unincorporated county.
 - 5.1.9. Once Contractor has gained experience entering data into County data systems, monthly reports will no longer be required.
- 5.2. Quarterly Reports. No later than fifteen (15) days after the end of the month for the preceding quarter's activities, Contractor will provide a Quarterly Workforce Development Performance Report (format to be approved by County), containing at minimum, the following information for participants served under this contract:
- 5.2.1. Number of students employed, in education or in occupational skills training currently, identified by cohort period and program year to date;
 - 5.2.2. Number of students employed, in education or in occupational skills training in the second (2nd) quarter after exit, identified by cohort period and program year to date;
 - 5.2.3. Number of students employed, in education or in occupational skills training in the fourth (4th) quarter after exit, identified by cohort period and program year to date;
 - 5.2.4. Student median wage;
 - 5.2.5. Credential;
- 5.3. Financial Closeout Reports. Contractor will complete and submit the following:
- 5.3.1. Preliminary Financial Closeout Report, no later than July 15 of the contract year. County may require that this report be provided sooner.

5.3.2. Final Financial Closeout Report, on forms provided by County, within thirty (30) days after the end of the Term. County reserves the right to require this report at a different time.

5.3.3. Other records and reports requested by the Director or designee of Pima County.

6. COLLABORATION.

6.1. County Community & Workforce Development and Contractor will hold regular meetings between their leadership to discuss the collaboration .

6.1.1. County and Contractor will develop a cross-referral system to improve and accurately document participant information and referrals from one party's program to another.

6.1.2. County will help Contractor acquire completion and employment data for participants and train Contractor to input participant information in County data systems.

6.2. County will designate a CWD Liaison who will be available to attend Contractor's Board of Directors' meetings to provide guidance on County's Workforce Development priorities, as deemed appropriate.

6.3. Contractor must, in Contractor's Release of Information form completed by Job Path program participants, add County's ARIZONA@WORK/Pima County One Stop as an authorized recipient of information.

END OF EXHIBIT A

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**Exhibit B (2 pages)
Budget**

Contractor will be paid on a cost reimbursement basis in accordance with the following Budget:

Budget Line Item	Amount
Operating Budget	
Personnel (no overtime)	\$233,844
Travel	\$800
Maintenance and Operations	\$84,414
Outside and Professional Services	\$17,262
Total Operating Budget	\$336,320
Direct Services	\$263,680
Total Budget	\$600,000

Budget Adjustments. Changes between budget line items may be granted by and at the sole discretion of the Director of Community & Workforce Development or designee. The following provisions apply:

The change may not increase or decrease the total budget amount, and

Contractor must submit a written request for any adjustment containing a detailed explanation of (1) the reason the change is necessary; and (2) how the specified purpose, program metrics, or outcomes set forth in this Contract will continue to be met, despite the requested change.

Reimbursement Requests. Contractor must submit a request for reimbursement every month, even if no funds are being requested for the prior month. Each monthly Request for Reimbursement must:

Be submitted within 15 days after the end of the month that is the subject of the reimbursement request. The final reimbursement request must be submitted within 15 days after expiration of the Term;

Reference this contract number (CT-ECD-23*459);

Be approved and signed by the person(s) that prepared the request and an authorized manager, supervisor or executive of the Contractor to insure proper internal financial controls;

Be allocated to the line items in the above budget;

Be accompanied by documentation, including, but not limited to:

- Copies of invoices, receipts and/or checks (front and back) to support all purchases of goods or services;
- If Reimbursement is authorized for travel, detailed travel reports to support all travel expenses;
- Any other documentation requested by County; and
- If the reimbursement request is for personnel costs, be accompanied by time sheets or other records, signed by the employee and the employee's immediate supervisor with direct knowledge of employee's efforts for this Contract, that specify the work hours being billed to this Contract as well as the hours and days worked.

No Supplanting. Contractor must use the funds available under this Contract to supplement rather than supplant funds otherwise available. Contractor may not bill the County for costs that are paid by another source.

Reimbursement Payments. If each reimbursement request includes adequate and accurate documentation, County will generally pay Contractor within thirty (30) days from the date of invoice. Contractor should budget their cash needs accordingly.

END OF EXHIBIT B

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EXHIBIT C (1 page)
Performance Metrics

Performance Measures	
WIOA Adults	
Employed 2 nd quarter after exit	68.00%
Employed 4 th quarter after exit	67.00%
Median Wage	\$5,693
Credential	68.90%
Measurable Skills Gain	58.20%
WIOA Dislocated Workers	
Employed 2 nd quarter after exit	75.60%
Employed 4 th quarter after exit	71.00%
Median Wage	\$7,917
Credential	65.90%
Measurable Skills Gain	55.00%
WIOA Youth (ages 14 - 24)	
Employed, in education, or in Occupation Skills Training 2 nd quarter after exit	68.00%
Employed, in education, or in Occupation Skills Training 4 th quarter after exit	66.80%
Median Wage	\$4,450
Credential	52.00%
Measurable Skills Gain	52.80%