



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

Requested Board Meeting Date: November 22, 2016 Addendum
or Procurement Director Award

Contractor/Vendor Name (DBA): Pima Prevention Partnership

Project Title/Description:
Pathways to Justice Careers for Youth

Purpose:
Workforce services to prepare youth for justice careers, ensuring they have the skills needed to successfully obtain and retain employment.

Procurement Method:
N/A

Program Goals/Predicted Outcomes:
2017 enroll 85 participants in the Summer Youth Program with 90% completion rate.
2018 enroll 84 participants in the Summer Youth Program with 90% completion rate.

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:
Reports on enrollment/attendance records, completion results, and worksite agreements.

Retroactive:
Yes, received contract from Pima Prevention Partnership on November 3, 2016.

Original Information

Document Type: CTN Department Code: CS Contract Number (i.e., 15-123): 17-93

Effective Date: 7/1/16 Termination Date: 3/31/19 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ _____ Revenue Amount: \$ 544,000.00

Funding Source(s): U.S. Department of Labor Employment and Training Administration passed through Pima Prevention Partnership

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: _____

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Procure Dept 11/10/16 AM 08:25

Contact: Rise Hart

Department: CSET

Telephone: 724-5723

Department Director Signature/Date:

Charles J. Stewart 11/7/16

Deputy County Administrator Signature/Date:

J. Stewart 11/9/2016

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

C. R. Stewart 11/9/16

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

**Pima Prevention Partnership
Contract for VENDORS**

VENDOR:	Pima County	Contract No:	16/17-PC-77046	Amount	\$544,000.00
Address:	2797 E. Ajo Way Tucson, Arizona 85713	Contract Period:	7/1/2016	through	3/31/2019
Business Contact:	John Carroll (520) 791-2711 Ext. 1401 (520) 791-2202 (Fax) icarroll@thepartnership.us	Program:	Pathways to Justice Careers for Youth (PJC)		
		Funded through:	U.S. Department of Labor Employment & Training Administration (DOL/ETA)		
		Federal No.:	YF-29243-16-60-A-4		
		CFDA No:	17.270-Reintegration of Ex-Offenders		

This CONTRACT is entered into between Pima Prevention Partnership, hereinafter called PPP, and Pima County hereinafter called VENDOR.

- 1 **Term.** This Contract shall commence on 7/1/2016, and expire on the 3/31/2019 based on funding from U.S. Department of Labor Employment & Training Administration (DOL/ETA). There is the likelihood of additional funding beyond this contract date based on the performance of the work provided according to the Scope of Work (Attachment A).
- 2 **Appropriated Funds.** The continuation and renewal of this Contract shall be subject to approval by the U.S. Department of Labor Employment & Training Administration (DOL/ETA), and subject to sufficient appropriated funds being received to administer and support the program. In the event sufficient funds are not available or are discontinued at any time, Pima Prevention Partnership (PPP) may cancel the Contract by delivering a 10-day advance written notice to the other party according to the termination provisions of Section 10 below.
- 3 **Description of Services.** VENDOR hereby agrees to provide services pursuant to this Contract on a cost reimbursement basis. VENDOR will do, perform, and carry out in a good and professional manner the responsibilities and service set forth in Attachment A, Scope of Work.
- 4 **Compensation and Payment.** The maximum cost to PPP for full and satisfactory performance of this Contract shall not exceed \$544,000.00 (Five Hundred Forty-Four Thousand Dollars and No Cents) for a period of 33 months.
 - 4.1 **Compensation Adjustments.** Adjustments to the total compensation amount will be only for compelling reasons and only with the prior written approval of both parties and as (DOL/ETA). Said modifications will be governed by all regulations and standards set by PPP and as DOL/ETA.
 - 4.2 **Payment Requests.** VENDOR shall submit monthly invoices, with VENDOR approval signature, to Pima Prevention Partnership (PPP) no later than the 10th working day of each month for the previous month's dates of service. Invoices shall be for allowable, approved costs incurred in accordance with the terms of this Contract. The VENDOR is required to retain all corresponding records that reconcile the cost reimbursement invoice. All records are subject to inspection and audit at reasonable times by DOL/ETA and PPP to the extent that the books and records relate to the performance of the Contract.

5. Pima County will be responsible for the following tasks:

5.1. Provide the following:

- 5.1.1. Itemized budget to PPP by the 15th of the month following the month the contract is executed.
- 5.1.2. Monthly progress report. First report will be due on the 15th of the month following the first month of the executed contract. PPP will send template by November 30, 2016.
- 5.1.3. Monthly invoice with back-up documentation.

5.2. Deliverables and Schedule: The Following is a summary of scheduled deliverables to be provided to PPP.

<u>Deliverable</u>	<u>Due No Later Than</u>
Monthly Progress Report	The 15 th of the following month
Monthly Invoice and backup Documentation	The 15 th of the following month

6 Budget and Accounting.

- 6.1 Budget. VENDOR will employ the necessary personnel to perform the Work specified in the Contract (Section 3). All VENDOR costs will be consistent with the budget submitted to PPP. Minor re-budgeting between budget categories is allowable as long as the total amount re-budgeted does not exceed 10% (Ten percent) of the total contract amount of \$544,000. VENDOR will adhere to all DOL/ETA rules and regulations regarding allowable costs.
- 6.2 Audit. PPP and DOL/ETA, or their duly authorized representatives shall, until five years after final payment under this Contract, have access to any of VENDOR records related to this Contract, at the VENDOR'S regular place of business, for the purpose of conducting audits. The period of access for records relating to: a) appeals under a dispute, b) litigation or settlement of claims arising from the performance of this Contract, or c) costs and expenses of this Contract to which exception has been taken shall continue until such appeals, litigation, claims, or exceptions has been disposed.
- 6.3 Annual Audit. VENDOR may be subject to 2 CFR Part 200; Uniform Administrative Requirements, Cost Principles, and Audit Requirements, Final Rule 2 CFR Part 2900; DOL Exception to 2 CFR Part 200. Audit must be submitted to PPP's authorized representative for business matters within 30 days of receipt of the audit. Audit must be received by PPP no later than 150 days after the end of the VENDOR fiscal year.
- 6.4 Separate Accounting. VENDOR shall establish and maintain such accounting records, procedures, standards and documentation of expenditures of VENDOR to satisfy the requirements of DOL/ETA, 2 CFR Part 200; Uniform Administrative Requirements, Cost Principles, and Audit Requirements, Final Rule 2 CFR Part 2900; DOL Exception to 2 CFR Part 200.

7 Independent Contractor. Each party shall retain complete control and jurisdiction over such programs of its own that are outside of this Contract, and nothing in the execution of this Contract or in its performance shall be construed to establish a joint venture of the parties hereto. PPP staff participating in this program shall not be considered as employees of the VENDOR, and agents or employees of VENDOR shall not be considered employees of PPP. Accordingly, employees of one party shall not be entitled to employee benefits normally provided to bona fide employees of the other party. Nothing in this Contract or its performance shall be construed to result in any person being the

officer, agent, employee, or servant of either party when such person, absent this Contract and the performance thereof, would not in law have such status.

8 Authorized Representatives.

8.1 **Program Matters:**

For Pima County:

Eddie Saavedra
2797 E. Ajo Way
Tucson, Arizona 85713
Telephone: 520-247-0406
Fax: 520-724-6796
E-Mail: eddie.saavedra@pima.gov

Program Matters:

For Pima Prevention Partnership:

Ken Walker, Director, Special Projects
924 N. Alvernon Way
Tucson, Arizona 85711
Telephone: (520) 791-2711
Fax: (520) 791-2202
E-Mail: kwalker@thepartnership.us
Company website: www.thepartnership.us

8.2 **Business Matters:**

For Pima County:

Sean Lopez
2797 E. Ajo Way
Tucson, Arizona 85713
Telephone: 520-724-6760
Fax: 520-791-6528
E-Mail: sean.lopez@pima.gov

Business Matters:

For Pima Prevention Partnership:

John Carroll, Chief Financial Officer
924 N. Alvernon Way
Tucson, Arizona 85711
Telephone: (520) 791-2711, Ext. 1401
Fax: (520) 791-2202
E-Mail: jcarroll@thepartnership.us
Company website: www.thepartnership.us

- 9 Assignment.** VENDOR may not assign, transfer or subcontract any part of this Contract, any interest herein or claims hereunder, without the prior, written approval of PPP which shall not be unreasonably withheld.
- 10 Termination.** Either party may at any time cancel this Contract or renewal thereof, with or without cause, by giving thirty (30) days advance written notice to the other party which shall commence on the date of mailing of the written notice by certified mail, fax, or federal express. Thereafter, this Contract shall become null and void except for the portion or portions of payment herein agreed upon for which expenses have been necessarily incurred in the performance of this Contract.
- 11 General Release.** VENDOR's acceptance of payment of the final invoice under this Contract shall release PPP from all claims of the VENDOR, and from all liability to VENDOR concerning the Scope of Work (Attachment A), except where such claims or liabilities arise from any negligent act, error or omission of PPP.

- 12 Use of Name.** Neither VENDOR nor PPP shall make use of this Contract, or use the other's name or that of any member of the other's staff for publicity or advertising purposes without prior written approval of the other party. This restriction shall not include internal documents available to the public that identify the existence of the Contract.
- 13 Modifications.** By mutual agreement, VENDOR and PPP may make modifications to the Scope of Work (Attachment A) and to the terms of this Contract. Any such modifications shall be in the form of a written amendment signed by authorized contractual representatives of VENDOR and PPP.
- 14 Indemnification.** To the extent permitted by law, VENDOR agrees to indemnify and hold harmless PPP from all injuries to persons or property caused by acts or omissions of VENDOR arising out of VENDOR activities under this Contract. PPP agrees to indemnify and hold harmless VENDOR from all injuries to persons or property caused by acts or omissions of PPP arising out of PPP's activities under this Contract.
- 15 Confidentiality.** Disclosure of information about participants in the Pathways to Justice Careers for Youth (PJC) Program shall be limited to the participant, or to persons and agencies subject to the same confidentiality restrictions and criteria established by state or federal law. In no event shall information be disclosed except as provided by express permission of participant or as required by law.
- 16 Insurance Requirements.**
- 16.1 By signing this Contract, VENDOR agrees to maintain in force for the duration of this Contract the following kinds and amounts of insurance (Required Insurance):
- 16.1.1 Professional liability insurance with a single claim limit of \$1,000,000 and an aggregate limit of \$2,000,000.
- 16.1.2 Worker's compensation insurance with statutory limits and employer's liability insurance with limits of at least \$100,000.00.
- 16.1.3 Comprehensive general liability insurance coverage for bodily injury and property damage with a combined single limit of at least \$1,000,000.00 per occurrence and \$1,000,000.00 umbrella.
- 16.1.4 Automobile liability insurance with limits of \$1,000,000.00 per occurrence of bodily injury, \$1,000,000.00 umbrella and \$500,000.00 per occurrence of property damage arising from the use of VENDOR owned, non-owned, and hired automobiles.
- 16.2 VENDOR may fulfill its insurance obligations under this paragraph by Self-Insurance pursuant to an established plan operated in accordance with accepted insurance practices.
- 17 Background Check.** VENDOR shall ensure that all VENDOR's employees that have direct personal contact with program participants considered to be members a vulnerable population (e.g. minors, elderly, disabled populations) will successfully pass a criminal history and sex offender background check. Pathways to Justice Careers for Youth (PJC) staff and supervised volunteers will be fingerprint cleared and will not be in the national sex offender registry database.
- 18 Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
- 19 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 VENDOR or other public entity obligations under this Contract. In the event of such

termination, **VENDOR** will have no further obligation to PPP, other than for services rendered prior to termination.

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

This Contract is the complete agreement between Pima County and Pima Prevention Partnership and supersedes all prior understandings regarding the Scope of Work (Attachment A).

IN WITNESS WHEREOF, the respective parties have executed this Contract on the dates indicated below:

Pima County

Pima Prevention Partnership

Chair, Board of Supervisors

Claire E. Scheuren, Executive Director

Date


Date

ATTEST:

Clerk of the Board

Date

APPROVED AS TO CONTENT:



Charles Casey, Director
Community Development, Employment & Training

APPROVED AS TO FORM:



Karen S. Friar, Deputy County Attorney

Attachment A – Scope of Work

VENDOR will perform the following tasks aligned with funded deliverables under the “Pima County Pathways to Justice Careers for Youth” initiative (“PJC”).

Deliverables and Tasks

Deliverable One: Two hundred fifty Pima PJC-enrolled youth are provided up to nine hours of career mentoring by professionals in justice careers using a group mentoring framework.

Pima County activities in support of Deliverable One:

1. Pima County will recruit, train, place, and support a sufficient number of mentors to provide group mentoring for up to 250 Pima PJC-enrolled youth using its LeadLocal industry mentoring model.
2. Pima County will organize and deliver a mentoring orientation at four high schools (Pima Vocational High School, Tucson Youth Development Ace, Pueblo High School and Pima Prevention High School), once per project year for Pima PJC-enrolled youth and their parent/guardian.
3. Pima County will organize and provide six, 1.5 hour group mentoring sessions to Pima PJC-enrolled youth to be held at either the school sites or at public safety organization sites (such as Pima Community College’s Public Safety and Emergency Services Institute).
4. Pima County will provide sign-in sheets as well as summaries of mentoring activities performed to Pima Prevention Partnership on a quarterly basis.

Deliverable Two: Two hundred fifty Pima PJC-enrolled youth are provided up to 12 hours of cognitive and soft skills development.

Pima County activities in support of Deliverable Two:

1. Pima County will provide trained staff to conduct the *Getting Ahead in a Just Gettin’ By World* curriculum at each school site.
2. The curriculum will be delivered once per week at each school site with up to 12 Pima PJC-enrolled youth per site at a time.
3. Pima County staff will provide sign-in sheets as well as summaries of curriculum activities performed to Pima Prevention Partnership on a quarterly basis.

Deliverable Three: Two hundred fifty Pima PJC-enrolled youth are engaged in Pima County’s Summer Employment Program.

Pima County activities in support of Deliverable Three:

1. Pima County will hire all Pima PJC-enrolled youth in good standing who are interested in a summer job through their summer jobs program and place them with a justice career worksite. Youth will be placed in either a full-time work experience or a half-time work

experience with a half-day classroom instruction to improve academic standing to earn a high school diploma or successfully complete the general equivalency exam.

2. Pima County will execute worksite agreements with each summer jobs employer that sets out: youth employee job descriptions; supervision requirements; child labor restrictions; and, monitoring and evaluation activities.
3. Pima County may sub-contract with and monitor the performance of any competitively procured community-based organization needed to complete tasks in support of Deliverable Three.

Deliverable Four: Two hundred fifty Pima PJC-enrolled youth will receive stipends and incentives for their active participating in career exploration and mentoring activities.

Pima County activities in support of Deliverable Four:

1. Pima County will administer youth stipends and incentives in a combination of cash and vouchers in accordance with the program plan and budget.
2. Pima County will sub-contract with and monitor the performance of any competitively procured community-based organization needed to complete tasks in support of Deliverable Four.

Budget Narrative

Pima Prevention Partnership is contracting with Pima County to provide the following services specifically for Justice Careers (“PJC”) in conjunction with its role as administrator of the local public workforce system under the Workforce Innovation and Opportunities Act (WIOA).

Pima County will assign a Business Services Workforce Development Specialist to Pathways to PJC at 50% of full time for two years. This position will coordinate the industry mentoring component and conduct outreach to justice and public safety employers to engage their involvement in career exploration activities and career-pathway development. At an annual salary of \$49,231 plus fringe benefits at 30% of salary costs, this amounts to **\$64,000**.

Pima County will contract with Tucson Youth Development, identified through a competitive RFP process that was conducted this spring, to administer the youth stipends and incentives for career exploration and mentoring activities. These are budgeted at \$30 per participant per week for a total of 23 weeks throughout the school year for a total of **\$145,956** for 250 youth, assuming an 84.612% utilization rate. The cost for Tucson Youth Development to administer the payroll is **\$65,000**, based on \$15,000 for student insurance, payroll processing and financial reporting, and salary costs for a Workforce Development Specialist to be assigned at 50% of full time with an annual salary of \$40,000 and fringe rate of 25%.

Pima County will contract with Tucson Urban League, identified through a competitive RFP process that was conducted this spring, to provide summer work experience placements, or combined work experience with classroom academic instruction for a total of 169 of 250 Pima PJC enrolled youth. This is a unit-based contract with a current 2016 unit cost per enrolled participant of \$857.14 plus \$634.92 per completion. Assuming that 90% of enrollees complete the

program, and assuming a 2% increase in the cost in 2017 and 2018, respectively, due to anticipated minimum wage increases, this cost totals \$249,244.

Cost per:	Enrolled	Completers		Total Cost
Summer 2017				
Number	85	@ 90% =	77	
Unit Rate	\$874.28		\$647.62	Summer 2017
Total (Number x Unit Rate)	\$74,314	plus	\$49,866	= \$124,180
Summer 2018				
Number	84	@ 90% =	76	
Unit Rate	\$891.43		660.32	Summer 2018
Total (Number x Unit Rate)	\$74,880	plus	\$50,184	= \$125,064
Total Project Cost for Summer Employment Program:				\$249,244

Pima County will leverage funding for **summer youth placements for an additional 81 participants** from Pima County General Funds or other sources. At an average cost per placement of \$2,000 this amounts to a projected leveraged amount of \$162,000.

Pima County will provide the facilitated workshop curriculum *Getting Ahead in a Just Gettin' By World* at least twice at each participating high school for groups of approximately 12 interested participants at a time. Total per-session costs is projected at \$2,475 for a total for 8 sessions of \$19,800. This is based on paying a facilitator a stipend of \$15/hour for the 75 hours it takes to prepare and conduct the sessions, plus a co-facilitator at \$12/hour. These costs may be contracted through a community or faith-based grassroots organizations procured through Pima County's Faith Based Initiatives. Approximately 12 hours per session are budgeted for Pima County's Faith/Community Initiatives Coordinator at \$25 per hour plus 30% fringe benefits. Finally, participant workbooks will be purchased for the 96 participants at \$20 each.

Item	Rate	Total Cost
Facilitator	\$15 per hour x 75 hours	\$1,125
Co-Facilitator	\$12 per hour x 60 hours	\$720
Coordinator	\$25 per hour x 12 hours plus \$90 Fringe Benefits	\$390
Workbooks	\$20 per workbook x 12 workbooks	\$240
	Total cost per session	\$2,475
	Total costs for 8 sessions	\$19,800

Total Contractual: \$544,000