



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: January 19, 2016

or Procurement Director Award

Contractor/Vendor Name (DBA): Pima County Community College District

Project Title/Description:

Educational Activities - HPOG HOPES

Purpose:

Provide educational services under the Health Professions Opportunity Grant (HPOG) to support workforce development services in Pima County.

Procurement Method:

N/A

Program Goals/Predicted Outcomes:

Prepare students for careers in healthcare fields by providing personalized assessment, pre-college/basic skills development, developmental education, college courses leading to a certificate or degree, internships/clinical placements, career services, and financial aid. Provide readiness/career assessments and case management to 265 HPOG participants, basic career services to 239 HPOG participants, job placement assistance to 45 HPOG occupational graduates, supportive services to 200 HPOG participants.

Public Benefit:

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

Metrics Available to Measure Performance:

Meet quarterly to review budget expenditures, fund availability, service needs and progress towards goals and year-end HPOG program review in order to determine if program adjustments are required.

Retroactive:

Yes, County received a draft copy of IGA from Pima Community College (PCC) on 11/17/15. Draft was sent to County's lawyer to review and after changes were made draft was sent back to PCC on 11/24/15. Final version from PCC was received on 1/4/16 and reviewed/signed by County's lawyer on 1/5/16.

Original Information

Document Type: GTAW Department Code: CS Contract Number (i.e., 15-123): 16-52
Effective Date: 9/30/15 Termination Date: 9/29/16 Prior Contract Number (Synergen/CMS): _____
 Expense Amount: \$ _____ Revenue Amount: \$ 587,205.00
Funding Source(s): U.S. Department of Health and Human Services passed through Pima Community College

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: none

Contact: Rise Hart

Department: Community Services Telephone: 724-5723

Department Director Signature/Date: *Charles King* 11/5/16

Deputy County Administrator Signature/Date: *[Signature]* 11/6/16

County Administrator Signature/Date: *C. Drumboay* 11/6/16
(Required for Board Agenda/Addendum Items)



**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
EDUCATIONAL ACTIVITIES**

THIS INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF EDUCATIONAL ACTIVITIES (“Agreement”) is entered into by and between PIMA COUNTY, a body politic and corporate of the State of Arizona, (“COUNTY”) and the PIMA COUNTY COMMUNITY COLLEGE DISTRICT (“COLLEGE”).

The following events have resulted in the execution of this Agreement:

- A. COLLEGE is authorized to enter into this Intergovernmental Agreement pursuant to provisions of A.R.S. § 11-951 et seq. and A.R.S. §15-1444; the COUNTY is authorized to enter into this Intergovernmental Agreement pursuant to provisions of A.R.S § 11-951 et seq.
- B. COLLEGE has received a Health Professions Opportunity Grant (“HPOG”) from the United States Department of Human Services (“HHS”), Temporary Assistance to Needy Families (“TANF”) to develop and provide educational services to individuals who qualify for such services under HPOG (“students”).
- C. The purpose of HPOG is to prepare students for careers in healthcare fields by providing personalized assessment, pre-college/basic skills development, developmental education, college courses leading to a certificate or degree, internships/clinical placements, career services, financial aid, and assistance with childcare, transportation and tutoring when necessary.
- D. COUNTY, pursuant to A.R.S. § 11-254.04, provides economic development services to promote the development of marketable job skills and successful long-term employment and finds that participation in HPOG is in the best interests of the residents of the county.
- E. COUNTY and COLLEGE mutually desire to enter into this Agreement to implement and administer educational courses and training program(s), under HPOG, as described below.

Therefore, COUNTY and COLLEGE agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to establish a framework within which COLLEGE and COUNTY will collaborate and operate the HPOG program pursuant to requirements established by HHS.

ARTICLE II. TERM OF AGREEMENT AND TERMINATION

- A. The term of this Agreement shall commence on the 30th day of September, 2015 and expire on the 29th day of September, 2020. Thereafter, this Agreement may be extended, subject to continued HPOG funding, for additional periods by written approval of both parties.

- B. During the term of this agreement, continued HPOG funding is not guaranteed and the annual awarding of funds for continued activity is subject to continued HPOG funding.
- C. This Agreement may be amended by mutual consent of the parties at any time in order to comply with changes in the HPOG regulations. The parties agree to meet quarterly to review and, if necessary, revise program activities and fiscal needs. All modifications of this Agreement shall be in writing.
- D. Either party may cancel this Agreement or any renewal thereof at any time, with or without cause, by giving thirty (30) days' advance written notice to the other party, which notice period shall commence on the date of mailing of the written notice by certified mail or personal delivery. Thereafter, this Agreement shall become null and void except for any payments required to compensate a party for expenses which that party has reasonably and necessarily incurred prior to receiving notice of the other party's intent to terminate.

ARTICLE III. SPECIFICATION OF ACTIVITIES AND FISCAL RESOURCES RELATED THERETO

- A. The activities to be provided by the COLLEGE and those provided by COUNTY pursuant to this Agreement shall be as set forth in Attachment 1.
- B. HPOG funds shall be utilized by COUNTY and paid by COLLEGE as set forth in Attachment 2.

ARTICLE IV. OBLIGATIONS OF COLLEGE

COLLEGE AGREES TO:

- A. Serve as the lead grant administrator and grantee fiscal agent, overseeing and accounting for all HPOG activities, subcontracts and expenditures.
- B. Provide services/activities as outlined in Attachments 1 and 2, as may be amended from time to time.
- C. Provide administrative support for the educational and/or training activities provided pursuant to the terms of this Agreement.
- D. Collaborate with COUNTY in determining which services and activities will meet HPOG requirements, assist students, and meet community needs.

ARTICLE V. OBLIGATIONS OF COUNTY

COUNTY, through the Pima County One Stop, AGREES TO:

- A. Identify students to attend the educational courses and/or training program(s) provided by the COLLEGE pursuant to this Agreement.
- B. Provide services/activities as outlined in Attachments 1 and 2, as may be amended from time to time.
- C. Assure staff providing services under this Agreement are trained and qualified for the provision of such services.

- D. Provide representative participation in project meetings and collaborate with COLLEGE to determine which services and activities will meet HPOG requirements, assist students, and meet community needs.

ARTICLE VI. STANDARD PROVISIONS

- A. Each party shall retain complete control and jurisdiction over such programs of its own that are outside of this Agreement, and nothing in the execution of this Agreement or in its performance shall be construed to establish a joint venture of the parties hereto.
- B. The parties shall 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 COUNTY uses a contractor to carry out government programs or services on its behalf, COUNTY shall require the contractor to maintain accessibility to the program to the same extent and degree that would be required of 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 Agreement.
- C. The parties agree to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors**. Executive Order 2009-09 is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, neither party shall 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.
- D. If any of the educational courses or training activities is scheduled to occur on property controlled by COUNTY, the instructional facilities utilized by COUNTY shall be reasonably acceptable to the COLLEGE, and COUNTY agrees to accommodate site visits by COLLEGE representatives at a frequency deemed appropriate by the COLLEGE.
- E. Each party will be responsible for funding and maintaining a budget for any aspect of the program for which that party is responsible. Each party is responsible for following Federal equipment rules regarding maintaining and disposing of equipment in accordance with 45 CFR 74.34. Upon termination of this Agreement, equipment furnished or purchased by the COLLEGE for the program shall be retained by the COLLEGE, and equipment furnished or purchased by COUNTY shall be retained by COUNTY, and each party will be responsible for following and completing HHS dispensation procedures and forms.
- F. If, during the course of the Agreement period, the Parties are provided with access to confidential information, including personnel records, health and safety reports, or any other documentation of a private or confidential nature, the Parties shall handle and store such information in a secure manner so as to prevent that information from being intercepted by unauthorized persons, lost, published or otherwise disseminated. Upon expiration or termination of the Agreement period, the Parties shall ensure that all confidential information acquired is either (i) promptly returned to the originating Party or (ii) continued to be maintained in a confidential and secure manner until the information is properly destroyed at the end of any applicable retention period. The obligations of this paragraph shall survive the termination of the Agreement.
- G. The Agreement shall be subject to and interpreted under the laws of the State of Arizona. Any controversy or claim arising out of or relating to this Agreement, its enforcement or interpretation, shall be submitted to arbitration to be held in Pima County, Arizona, in accordance with the Uniform Arbitration Act, A.R.S. § 12-1501 et seq. The arbitrator shall be selected by mutual agreement of the parties; if there is no agreement, then by striking from a list provided by an organization such as the American Arbitration Association; provided, however, that nothing in this Agreement

requires the parties to use the services of the American Arbitration Association to conduct the arbitration. Each party shall cover its own costs of arbitration. The decision of the arbitrator shall be final and binding upon the parties.

- H. Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
- I. COLLEGE employees participating in this program shall not be considered to be employees of COUNTY, and COUNTY employees shall not be considered employees of the COLLEGE. Except as provided in A.R.S. § 23-1022(D), nothing in this Agreement or its performance shall be construed to result in any person being deemed to be an officer, agent, or employee of either party when such person, absent this Agreement and its performance, would not have such status.
- J. This Agreement is subject to the provisions of A.R.S. § 38-511, which provides in pertinent part:

The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

- K. The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder.
- L. The parties shall comply with the provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, which are hereby incorporated as provisions of this Agreement to the extent such provisions are applicable.

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ARTICLE VII. ENTIRE AGREEMENT

This document, along with Attachments 1 and 2, which two attachments are deemed incorporated herein, contains the entire Agreement between the parties and may not be modified, amended, altered or extended except through a written amendment by the parties.

PIMA COUNTY COMMUNITY COLLEGE DISTRICT

PIMA COUNTY

Signature Date

Signature Date

Title

Printed or Typed Name of Signatory

Title

Agency Mailing Address

Contact: _____
(phone#)

Contact: _____
(phone#)

REVIEWED AND APPROVED AS TO FORM

Pursuant to A.R.S. § 11-952(D), the attorney for each of the parties has determined that the foregoing Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party which such attorney represents.

COLLEGE Legal Counsel Date

Karen S. Friar JAN 5, 2016
Karen S. Friar, Deputy County Attorney Date

ATTACHMENT 1

Specifications of HPOG ActivitiesSCOPE OF WORK

- A. **COLLEGE**: As HPOG grant recipient, COLLEGE is the lead grant administrator and grantee fiscal agent.
1. As lead grant administrator, COLLEGE shall:
 - a. Provide reimbursement for expenditures made by COUNTY for services under this Agreement as set forth in Attachment 2.
 - b. Provide educational services to students under HPOG.
 - c. Monitor HPOG grant activities, goals and objectives.
 - d. Assure that COUNTY is able to access:
 - i. Student information necessary for conducting its HPOG activities; and
 - ii. COLLEGE HPOG programming and services.
 - e. Collaborate with COUNTY to:
 - i. Determine support needs beyond those set forth with specificity herein; and
 - ii. Provide comprehensive services to students, while avoiding duplication of efforts.
 - f. Timely prepare and submit all program activity reports required by US HHS.
 2. As grantee fiscal agent, COLLEGE shall:
 - a. Monitor HPOG fiscal activities.
 - b. In order to determine if budgetary or programmatic adjustments are required, meet with COUNTY:
 - i. Quarterly to review budget expenditures, fund availability, service needs, goals and objectives progress; and
 - ii. Each September during the term of the Agreement, for a year-end comprehensive HPOG program review.
 - c. Timely prepare and submit all fiscal reports required by US HHS.
- B. **COUNTY**: As subgrantee, COUNTY shall provide student recruitment, intake, case management, and placement assistance.
1. As support service provider, COUNTY shall:
 - a. Recruit potential students and determine eligibility for HPOG.
 - b. Provide each student with:
 - i. Workforce readiness assessment.
 - ii. Career assessments.

- iii. Training Plan.
 - iv. Case management services.
 - v. Basic career services and job placement assistance.
 - vi. Support services, including, but not limited to:
 - 1. Uniforms and supplies;
 - 2. Transportation assistance; and
 - 3. Physical and/or mental health referrals.
- c. Meet the annual goals and objectives established below:

Activity	Year 1 Goals and Objectives
Recruit potential students	Provide space for weekly Pima County One Shop onsite HPOG info session; attend 25 outreach events/meetings
Determine eligibility for HPOG applicants	445 HPOG applicants
Provide workforce readiness assessment, career assessments and case management services.	265 HPOG participants
Review and approve training plan for HPOG participants	163 HPOG participants (duplicated)
Provide basic career services	239 HPOG participants
Provide job placement assistance	45 HPOG occupational graduates
Provide support services	200 HPOG participants

- d. Maintain student records in compliance with the Family Educational Rights and Privacy Act (FERPA) and, upon request, provide copies of such student records to COLLEGE.
- e. Collaborate with COLLEGE to:
 - i. Determine support needs beyond those set forth with specificity herein; and
 - ii. Provide comprehensive services to students, while avoiding duplication of efforts.
- f. Track:
 - i. Students' activities in the HPOG program; and
 - ii. Students' job success for 6 months post-HPOG program completion.
- g. Assure that COLLEGE is able to access student information relating to HPOG activities within 14 days of each HPOG activity.
- h. Submit a statistical report to COLLEGE by the 30th day following the close of each quarter, summarizing, for the previous quarter: the number of students completing intake, the number of students enrolled into training; the number of students receiving case management, the number of students receiving placement services and the type of placement service, the number of students entering employment; the average wage at placement; and, the number of students retained in employment six months after initial placement.

- i. Cooperate with all review, evaluation and research activities related to HPOG including the implementation of random assignment.
2. As contracting agent, COUNTY shall:
- a. Allow COLLEGE to review HPOG fiscal records.
 - b. In order to determine if program adjustments are required, meet with COLLEGE:
 - i. Quarterly to review budget expenditures, fund availability, service needs and progress toward annual goals and objectives established in paragraph B(1)(c) above, and progress towards HPOG goals and objectives; and
 - ii. Develop a plan of action for any unmet goals and objectives; and
 - iii. Each September during the term of the Agreement, for a year-end comprehensive HPOG program review.
- C. Both the COLLEGE and the COUNTY agree to the following provisions:
- 1. HPOG grant funds cannot be used to pay the wages of HPOG participants.
 - 2. Resumes of key staff must be sent to HHS for approval.
 - 3. Documents created by subgrantee must contain the funding statement, disclaimer and HPOG logo and be sent to US HHS for prior approval: "This document was supported by Grant #90FX0036 from the Administration for Children and Families, U.S. Department of Health and Human Services (HHS). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of HHS." Electronic media must also contain the above elements, as well as links to the official HPOG website and media accounts.
 - 4. Comply/ sign the applicable assurance and certifications (i.e. lobbying form, etc.).
 - 5. Support Grant Goals of:
 - a. Increase opportunities for education, training, support services and employer engagement that will prepare TANF recipients and low-income individuals to enter and advance in the healthcare sector
 - b. Increase number of TANF recipients and low-income individuals entering healthcare careers
 - 6. Support and monitor Annual Objectives and Five Year Grant Objectives

HOPES Year One Objectives (9/30/2015 to 9/26/2016)	
# of individuals enrolled in HPOG program (unduplicated)	265
# of TANF recipients enrolled (unduplicated)	10
# of participants that begin basic skills education (unduplicated)	45
# of participants completing basic skills education (unduplicated)	26
# of participants that begin any healthcare occupational training (duplicated)	163

# of participants obtaining an occupational credential (unduplicated)	45
# of participants that complete any healthcare occupational training (duplicated)	60
# of participants that obtain employment in a healthcare occupation (unduplicated)	26

HOPES 5 year Grant Objectives (9/30/15 to 9/29/20)	
# of individuals enrolled in HPOG program (unduplicated)	1,500
# of TANF recipients enrolled (unduplicated)	53
# of participants that begin basic skills education (unduplicated)	330
# of participants completing basic skills education (unduplicated)	281
# of participants that begin any healthcare occupational training (duplicated)	1,360
# of participants obtaining an occupational credential (unduplicated)	947
# of participants that complete any healthcare occupational training (duplicated)	1,183
# of participants that obtain employment in a healthcare occupation (unduplicated)	825
% of occupational program graduates who participated in a experiential learning opportunity	85%
% increase of employer partners providing opportunities for program participants to engage in experiential learning and other engagement opportunities	65%
% of enrolled participants who increased their ability to successfully problem solve and achieve goals	75%
% of participants who are not academically ready for occupational training program entry who successfully completed adult basic skills training	80%
% of occupational graduates who continued on to enter a secondary pathway occupational training program	25%

ATTACHMENT 2

Specification of HPOG Fiscal Responsibility

- A. In consideration for the goods and services specified in this Contract for Year One from 9/30/15 – 9/29/16, COLLEGE agrees to pay COUNTY up to \$587,205.00 in accordance with the following budget description.

Activity/Service	Year One 9/30/2015-9/29/2016
Personnel	
Project Manager- 0.5 FTE (Base salary \$58,000)	\$29,000.00
Project Supervisor - 0.5 FTE (Base salary \$50,000)	\$25,000.00
Intake Specialist- 0.5 0.5 FTE (Base salary \$40,560)	\$20,280.00
Data Assistant- 0.2 FTE (Base salary \$40,560)	\$8,112.00
Workforce Development Specialists – 3.0 FTE (Base salary \$45,000)	\$135,000.00
Employer Outreach Specialist 1.0 FTE (Base salary \$48,000)	\$48,000.00
Accountant 0.1 FTE (Base salary \$45,000)	\$4,500.00
Personnel total	\$269,892.00
Fringe	
Fringe Total 35%	\$94,462.00
Contractual	
NET (New Employee Transition) contracts (funds will not be used to pay the wages of HPOG participants) – 10 contracts at \$5,000 each	\$50,000.00
Literacy, vocational assessments and behavioral health assessments – 25 assessments at \$600 each	\$15,000.00
Contractual Total	\$65,000.00
Travel	
Local Travel/mileage – 780 miles by 5.8 FTE at \$0.45 per mile	\$351.00
Travel Total	\$351.00
Supplies	
Office supplies: paper, toner, paper clips, staples etc... - for 5.8 FTE based on historical charges	\$3,000.00
Web cams and headsets: utilize technology for virtual staffings	\$500.00
Supplies total	\$3,500.00
Other	
Support services, books and tools, uniforms, childcare, certification exams - \$750 for 200 participants	\$150,000.00
Unallocated overhead costs	\$4,000.00
Other total	\$154,000.00
TOTAL	\$587,205.00

- B. Request for payment for services under this Contract shall be submitted monthly no later than 30 days after the month's end to the COLLEGE on invoices signed by an authorized representative of the COUNTY with accompanying line item detail.
- C. HPOG Director will review and approve all invoices and COLLEGE shall pay COUNTY within 30 days of receipt of invoice.