



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

Award Contract Grant

Requested Board Meeting Date: June 7, 2022

* = Mandatory, information must be provided

or Procurement Director Award

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

Portable Practical Educational Preparation, Inc.

***Project Title/Description:**

Workforce Development Services (Dislocated Workers)

***Purpose:**

Portable Practical Educational Preparation, Inc., subrecipient, will operate the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Workforce Development Program in rural Pima County. Workforce development services include conducting outreach in rural areas of Pima County, including Migrant and Seasonal Farm Workers, to increase awareness of workforce development opportunities, services and support offered by the WIOA Dislocated Worker Program and placing job seekers into appropriate job skills training and making referrals to job opportunities.

Attachment: Contract Number CT-CR-22-299

***Procurement Method:**

This Subrecipient Agreement is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

The program's goal is to prepare dislocated worker job seekers for current and projected demand occupations that offer wages that allow self-sufficiency or that have a clear career path leading to self-sufficiency.

Workforce Development Services Annual number served:

Enrolled - 152 dislocated worker job seekers

Placed on a job - 88 dislocated worker job seekers

***Public Benefit:**

This program 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:**

Portable Practical Educational Preparation, Inc. will submit monthly summary reports which include the numbers of persons served, completed, exited, placed on a job, placed into Workforce Investment Board target industries, and the average wage at placement.

***Retroactive:**

No.

GMI APPROVES
AF 5/17/22

TO: COB 5-18-22 (1)
Vers: 1
Pgs: 28

Contract / Award Information

Document Type: CT Department Code: CR Contract Number (i.e., 15-123): 22-299

Commencement Date: 7/1/22 Termination Date: 6/30/23 Prior Contract Number (Synergen/CMS): N/A

Expense Amount: \$* 143,637.62 Revenue Amount: \$ _____

*Funding Source(s) required: U.S. Department of Labor/Arizona Department of Economic Security Workforce Innovation and Opportunity Act

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

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

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: Rise Hart

Department: Community & Workforce Development Telephone: 724-5723

Department Director Signature/Date: [Signature] 5/12/22

Deputy County Administrator Signature/Date: [Signature] 17 May 2022

County Administrator Signature/Date: [Signature] 5/17/2022

(Required for Board Agenda/Addendum Items)

Pima County Community & Workforce Development	
Project:	Workforce Development Services (Dislocated Workers)
Subrecipient:	Portable Practical Educational Preparation, Inc. 802 E 46 th Street Tucson, AZ 85713
Amount:	\$143,637.62
Contract No.:	CT-CR-22-299
Funding:	U.S. Department of Labor/Arizona Department of Economic Security Workforce Innovation and Opportunity Act

Contract Term: July 1, 2022 through June 30, 2023			
Unique Entity Identifier: C15RWPNMH747		SAM Registration Date: 5/20/21	
Research or Development:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Federal or State Contract No.:	DI21-002286	Award Date:	2021
Required Match:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Match Amount:	0%
Indirect Cost Rate:	<input type="checkbox"/>	<input checked="" type="checkbox"/> NICR 17.59	<input type="checkbox"/> de minimis <input type="checkbox"/> None
Status of Agency:		<input checked="" type="checkbox"/> Subrecipient	<input type="checkbox"/> Contractor

CFDA	Grant Program	Federal Funding	Pima County Award
17.278	U.S. Department of Labor /Arizona Department of Economic Security Workforce Innovation and Opportunity Act (WIOA)-Dislocated Worker	\$1,322,912,000	\$3,701,237

SUBAWARD AGREEMENT

1. PARTIES AND AUTHORITY.

- 1.1. Parties. This Agreement is between Pima County, a body politic and corporate of the State of Arizona ("County") and Portable Practical Educational Preparation, Inc. ("Subrecipient"), an Arizona non-profit corporation.
- 1.2. County selected Subrecipient pursuant to and consistent with 2 C.F.R. § 200.320(c)(2) because Subrecipient is the only provider of workforce staffing services specific to the federally funded Migrant and Seasonal Farmworker Program. County is authorized by A.R.S. §§ 11-254.04, 11-251 (5) and 11-251 (17), to spend public monies to improve and enhance the economic welfare and health of the inhabitants of the County.
- 1.3. Background. Subrecipient will operate the WIOA Dislocated Worker workforce development program in rural Pima County to serve Migrant and Seasonal Farm Workers (MSFW), rural and other eligible Pima County residents.

2. TERM AND AMENDMENTS.

- 2.1. The term of this Agreement commences on July 1, 2022 and will terminate on June 30, 2023 (the "Initial Term"). "Term," when used in this Agreement means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Agreement, the parties will, for all purposes, deem the Agreement to have been in effect as of the commencement date.
- 2.2. The terms of this Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties. Any amendments to the Agreement must be approved by the County and, where applicable, by the Federal sponsoring agency, before any services under the amendment commences. Minor modifications are changes in the scope, which do not change the specified purpose, outcomes or the total compensation provided through this Agreement and do not in any way increase the direct or indirect liability of County under this Agreement. Any change that increases or decreases the maximum allocated amount or that changes the Scope of Work in any way will require an amendment to this Agreement. Such change will not be effective, nor will compensation under the change be provided, until the amendment is fully executed by both parties.
- 2.3. Notwithstanding paragraphs 2.1 and 2.2 above, the term of this Agreement will survive and remain in effect during any period that Subrecipient has control over grant funds, including program income.

3. SCOPE OF SERVICES.

- 3.1. Subrecipient will implement Pima County WIOA programs and services as described in Exhibit A. Subrecipient will also obtain and maintain all necessary licenses, permits and authority required for performance under this Agreement.
- 3.2. Subrecipient will 1) employ suitably trained and skilled personnel to perform all services under this Agreement; and 2) give first priority to hiring low-income, disadvantaged and/or unemployed individuals, if hiring personnel is required or allowed with grant funds provided under this Agreement. Unless otherwise provided, the personnel delivering services under this Agreement will be employees or volunteers of Subrecipient; satisfy any qualifications herein; and be covered by personnel policies and practices of Subrecipient. No program funded under this Agreement may impair existing agreements 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.
- 3.3. Subrecipient certifies that no individual or agent has been employed or retained to solicit or secure this Agreement for commission, percentage, brokerage or contingent fee except a bona fide employee whose job duties include securing business.

3.4. Confidentiality. Subrecipient understands and acknowledges that client and applicant files and information collected pursuant to the terms of this Agreement are private and the use or disclosure of such information, when not directly connected with the administration of County's or Subrecipient's responsibilities in this Agreement, is prohibited, unless written consent is obtained from the individual or, in the case of a minor, from the responsible parent or guardian. Subrecipient will provide access to client and applicant files only to persons properly authorized to view and utilize the information to perform the contracted services in this Agreement. Subrecipient 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 contracted services.

4. COMPENSATION AND PAYMENT.

4.1. County may pay Subrecipient up to \$143,637.62 (the Maximum Allocated Amount"). County will make all payments from the grant from the U.S. Department of Labor /Arizona Department of Economic Security Workforce Innovation and Opportunity Act (WIOA) (the "Awarding Agency"). Payment of the Maximum Allocated Amount is subject to the Awarding Agency allocating and making available to County the amount for this Agreement. The Maximum Allocated Amount may be amended at any time due to reduction, termination, or any other change in the grant funding being provided to County. Unexpended funds will not be carried over into another fiscal year.

4.2. Subrecipient will invoice County on a monthly basis as in Exhibit B.

4.3. Subrecipient 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:

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

4.4. Subrecipient must submit each monthly request for reimbursement to County by the 15th working day of each month for the previous month of costs and services in Exhibit A and must reference this Agreement number. Each request may only be for participants determined eligible by County and properly enrolled in the program or for other authorized expenses that are not paid or reimbursed by another federal, state or local grant revenue source.

4.5. The person(s) that prepared the request and an authorized manager, supervisor or executive of the Subrecipient must approve and sign each monthly request for reimbursement to insure proper internal financial controls.

4.6. Each request must include amount of actual expenditures; accrued expenditures, if applicable; program income, as defined by the federal awarding agency; and all other fiscal resources applied to expenses incurred in providing services under this Agreement.

- 4.7. Each request must be accompanied by documentation which includes, but is not limited to:
 - 4.7.1. A summary report of monthly expenditures by expense categories as shown in approved budget in Exhibit A.
 - 4.7.2. Copies of invoices and checks (front and back) to support all purchases of goods or services.
 - 4.7.3. If reimbursement is authorized for travel and incidental expenses, detailed travel reports to support all travel expenses.
 - 4.7.4. Any other documentation requested by County.
- 4.8. If reimbursement is authorized for personnel costs, each request must be accompanied, at a minimum by the following documentation for each pay period:
 - 4.8.1. Time sheets or other records, signed by the employee and the employee's immediate supervisor with direct knowledge of employee's efforts for this Agreement, that specify the days, hours per day and total hours worked on the grant(s);
 - 4.8.2. Accounting system report(s) specifying rate of pay and costs of employer-paid benefits. Fringe benefits must be calculated at the rate shown in the budget in Exhibit A; and
 - 4.8.3. Be only for eligible participants and allowable activities for Dislocated Workers, as defined in the Workforce Innovation and Opportunity Act, 20 CFR part 680, and all applicable U.S. Department of Labor Training Employment Guidance Letters, Arizona WIOA policies and Pima County Local Workforce Investment Board policies.
- 4.9. Subrecipient must utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient may not bill County for costs which are paid by another source. Subrecipient 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.
- 4.10. If each request for payment includes adequate and accurate documentation, County will generally pay Subrecipient within thirty (30) days from the date invoice is received. Subrecipient should budget cash needs accordingly.
- 4.11. County may, at its sole discretion, 1) determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement; 2) liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient; or 3) deny full payment for requests for reimbursement that are submitted to County after the date in paragraph 4.3. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
- 4.12. 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.

- 4.13. Subrecipient must submit its request for final payment for compensation earned and/or eligible costs incurred to the County within fifteen (15) working days after the end of the Term on invoices that meet the requirements in paragraphs 4.4 through 4.8.
 - 4.14. No payments will be made to Subrecipient, until: 1) Subrecipient has completed and submitted a W-9 Taxpayer Identification Number form; 2) Subrecipient has registered as a Pima County Vendor through the Pima County Procurement website; 3) Subrecipient is currently registered on SAM.gov; 4) this Agreement is fully executed; and 5) adequate and accurate documentation is provided with each request for payment or invoice.
 - 4.15. The Director of Community & Workforce Development ("CWD") or designee has the sole discretion to grant changes between budget line items of no more than 15%. The change may not increase or decrease the maximum allocated amount. Subrecipient must submit a written request for the line item change on or before May 15th. The written request must contain a detailed explanation of the reasons the change is necessary, and how the specified purpose, program(s), metrics, or outcomes in this Agreement will continue to be met, despite the requested change. The change must be for future expenditures that are not part of the current existing and approved budget(s). The change may not be to cover unbudgeted expenditures incurred by Subrecipient prior to receiving the written approval for a budget line item change. If the Director of CWD or designee approves the request for the budget line item change, the change will not be effective, nor will compensation under the change be provided, until the date in the written approval. Goods and services provided in excess of the budgeted line item or the maximum allocated amount without prior authorization in paragraphs 4.13 and 4.14 above will be at Subrecipient's own risk.
 - 4.16. Program Income: Subrecipient must comply with all provisions of the federal awarding agency regarding Program Income.
 - 4.17. Disallowed Charges or Cost principles will be as follows:
 - 4.17.1. The cost principles in 2 CFR part 200, Subpart E, as supplemented by 2 CFR part 2900, and as may be further modified by amendments and additions, will be used to determine whether an incurred cost will be reimbursed under this Agreement.
 - 4.17.2. Subrecipient 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.
 - 4.18. For the period of record retention required under Section 27 – Books and Records, County reserves the right to question any payment made under this Section 4 and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.
5. **INSURANCE.** Subrecipient 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 Agreement have been met. The below Insurance Requirements are minimum requirements for this Agreement and in no way limit Subrecipient's indemnity obligations under this Agreement. County in no way warrants that the required insurance is sufficient to protect the Subrecipient for liabilities that may arise from or relate to this Agreement. If necessary, Subrecipient may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

- 5.1. **Insurance Coverages and Limits:** Subrecipient will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. 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.
- 5.1.1. Commercial General Liability (CGL): Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include coverage for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.
- 5.1.2. Business Automobile Liability – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Agreement with minimum limits not less than \$1,000,000 Each Accident.
- 5.1.3. Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.
- 5.1.4. Professional Liability (E & O) Insurance – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this Agreement.
- 5.2. **Additional Insurance Requirements:**
- 5.2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Agreement, and Subrecipient must maintain such coverage for a period of not less than three years following Agreement expiration, termination or cancellation.
- 5.2.2. Additional Insured Endorsement: The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Subrecipient.
- 5.2.3. Subrogation Endorsement: The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Subrecipient.
- 5.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.

- 5.2.5. The Required Insurance policies may not obligate County to pay any portion of Subrecipient's deductible or Self Insurance Retention (SIR).
- 5.2.6. Subcontractors: Subrecipient 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, Subrecipient must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Subrecipient must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.
- 5.2.7. Notice of Cancellation: Subrecipient must notify County, within two (2) business days of Subrecipient's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or contract number and project description.
- 5.3. Verification of Coverage:
- 5.3.1. Subrecipient must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.
- 5.3.2. County may at any time require Subrecipient to provide a complete copy of any Required Insurance policy or endorsement. Note: Subawardees for larger projects must provide actual copies of the additional insured and subrogation endorsements.
- 5.3.3. Subrecipient must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least ten (10) days before work under this Contract commences. Subrecipient must provide County a renewal certificate not less than fifteen (15) days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Contract.
- 5.3.4. All insurance certificates must be sent directly to the appropriate County Department.
- 5.4. Approval and Modifications: The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. 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, nor the County's receipt of any other information from the Subrecipient, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

6. **INDEMNIFICATION.** To the fullest extent permitted by law, Subrecipient will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Subrecipient or any of Subrecipient's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Subrecipient to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Subrecipient from and against any and all Claims. Subrecipient is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Agreement.

7. **LAWS AND REGULATIONS.**

7.1. Compliance with Laws; Changes. Subrecipient will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules, and regulations during the terms of this Agreement will apply, but do not require an amendment.

7.2. Licensing. Subrecipient warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.

7.3. Choice of Law; Venue. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement must be brought in a court of the State of Arizona in Pima County.

7.4. Use of Funds. Subrecipient warrants that funds provided for personnel employed in the administration of the activities funded under this Agreement will not be used for:

7.4.1. Political activities;

7.4.2. Inherently religious activities;

7.4.3. Lobbying to influence the outcome of any election or the award of any federal contract, grant, loan or cooperative agreement (see Federal Standard Form LLL, "Disclosure of Lobbying Activities);

7.4.4. Political patronage; or

7.4.5. Nepotism activities.

- 7.4.6. Pursuant to P.L. 116-260, Division H, Section 503, no funds under this grant award may be used for (other than normal executive-legislative relationships) publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.
- 7.4.7. Activities in contravention of 5 U.S.C. 522a (the Privacy Act) or regulations implementing the Privacy Act.
- 7.4.8. Prohibition on contracting with corporations with felony criminal convictions.
- 7.4.9. Prohibition on contracting with corporations with unpaid tax liabilities.
- 7.4.10. Prohibition on procuring goods obtained through child labor, P.L. 116-260, Division H, Title I, Section 103.
- 7.4.11. Prohibition on providing federal funds to Association of Community Organizations for Reform Now (ACORN), P.L. 116-260, Division H, Title V, Section 521.
- 7.4.12. No Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, or exchanging of pornography, P.L. 116-260, Division H, Title V, Section 520.
- 7.4.13. Health benefits coverage for abortions, P.L. 116-260, Division H, Title V, Sections 506 and 507.
- 7.4.14. Sterile needles or syringes, P.L. 116-260, Division H, Title V, Section 527.
- 7.4.15. Promotion of drug legalization, P.L. 116-260, Division H, Title V, Section 509.

- 7.4.16. Salary and bonus, either as direct or indirect costs, at a rate in excess of Executive Level II, P.L. 116-260, Division H, Title I, Section 105.
- 7.5. Compliance with Federal Law, Rules and Regulations. Subrecipient will comply with the applicable provisions of:
 - 7.5.1. The Workforce Innovation and Opportunity Act and WIOA regulations at 20 CFR Part 680;
 - 7.5.2. Arizona Department of Economic Security ("ADES") Special Terms and Conditions;
 - 7.5.3. ADES Policies 1-47-01 and 1-47-08;
 - 7.5.4. Davis-Bacon Act (Pub. L. 107-217), as amended;
 - 7.5.5. Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*);
 - 7.5.6. Arizona Address Confidentiality Program (A.R.S. § 41-161 *et seq.*);

- 7.5.7. 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;
 - 7.5.8. 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);
 - 7.5.9. Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
 - 7.5.10. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - 7.5.11. P.L. 116-260, Division H, Title V, Section 505 when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money.
 - 7.5.12. Child Labor Laws (A.R.S. §23-230 *et seq.*);
 - 7.5.13. Debarment and Suspension (2 CFR Part 180, 2 CFR § 200.214, Executive Orders 12549 & 12689);
 - 7.5.14. Drug-Free Workplace (2 CFR Part 2429);
 - 7.5.15. Environmental Tobacco Smoke (Pub. L. 103-227, Part C);
 - 7.5.16. Workforce Innovation and Opportunity Act (Pub.L.113-128);
 - 7.5.17. Conflict of Interest, 24 CFR § 574.625;
 - 7.5.18. Strong encouragement to provide subcontract/subgrant opportunities to Historically Black Colleges and Universities (Executive Order 12928);
 - 7.5.19. Increasing Seat Belt Use in the United States (Executive Order 13043);
 - 7.5.20. Improving Access to Services for Persons with Limited English Proficiency (Executive Order 13166);
 - 7.5.21. Federal Leadership on Reducing Text Messages While Driving (Executive Order 13513);
 - 7.5.22. Ensuring the Future is Made in America by All of America's Workers (Executive Order 14005); and
 - 7.5.23. All rules and regulations applicable to the Acts above.
- 7.6. Cooperation. Subrecipient will fully cooperate with County, ADES, and any federal agency in the review and determination of compliance with the above provisions.
8. **INDEPENDENT CONTRACTOR**. Subrecipient is an independent contractor. Neither Subrecipient nor any of Subrecipient's officers, agents, or employees will be considered an employee of Pima County or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Subrecipient is responsible for paying all federal, state and local taxes on the compensation paid by Subrecipient under this Agreement and will indemnify and hold County harmless from any and all liability which County may incur because of Subrecipient's failure to pay such taxes. Subrecipient will be solely responsible for its program development, operation, and performance.

9. **SUBRECIPIENT.**

- 9.1. Subrecipient will not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract except prior written approval is not required for the purchase of supplies that are necessary and incidental to Subrecipient's performance under this Agreement. Subrecipient must follow all applicable federal, state, and county rules and regulations for obtaining subcontractor services. Subrecipient 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 Subrecipient 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.
- 9.2. Subrecipient must include the provision in Section 4 in all contracts between Subrecipient and its subcontractors providing goods or services pursuant to this Agreement. Subrecipient will be responsible for subcontractors' compliance with that provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with the provision.

10. **ASSIGNMENT.** Subrecipient cannot assign its rights or obligations under this Agreement, in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.
11. **NON-DISCRIMINATION.** Subrecipient will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow down of all provisions and requirements to any subcontractors. Subrecipient 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. Unless exempt under federal law, Subrecipient will comply with Titles VI and VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; Section 504 of the Rehabilitation Act of 1973.
12. **AMERICANS WITH DISABILITIES ACT.** Subrecipient will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
13. **CLEAN AIR ACT.** The College agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
14. **FEDERAL WATER POLLUTION CONTROL ACT.** The college agrees to comply with all standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The College agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency (EPA) Regional Office. The College agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

15. **DEBARMENT AND SUSPENSION.**

15.1. This contract is a covered transaction for the purposes of 2 C.F.R pt. 180 and 2 C.F.R pt. 3000. As such, the College is required to verify that none of the College's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935).

15.2. The College must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

15.3. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with the requirements of 2 C.F.R. pt. 180, subpart C, and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

15.4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C, and 2 C.F.R. pt. 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

16. **BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352 (as amended).** The College shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who, in turn, will forward the certification(s) to the awarding agency.

17. **FAIR LABOR STANDARDS AMENDMENT FOR MAJOR DISASTERS.** Pursuant to P.L. 116-260, Division H, Title I, Section 108, the Fair Labor Standards Act of 1938 (FLSA) will apply as if the following language was added to Section 7 (the Maximum Hours Worked Section). This language specifically relates to occurrences of a major disaster (as declared or designated by the state or federal government) and are applies for a period of two years afterward. The language is as follows:

17.1. "(s)(1) The provisions of this section (maximum hours worked) shall not apply for the period of 2 years after the occurrence of a major disaster to any employee—

17.2. Employed to adjust or evaluate claims resulting from or relating to such major disaster, by an employer not engaged, directly or through an affiliate, in underwriting, selling, or marketing property, casualty, or liability insurance policies or contracts.

17.3. Who receives from such employer o average weekly compensation of not less than \$591.00 per week or any minimum weekly amount established by the Secretary, which is greater, for the number of weeks such employee is engaged in any of the activities described in subparagraph (C); and (C) whose duties include any of the following:

- 17.3.1. Interviewing insured individuals, individuals who suffered injuries or other damages or losses arising from or relating to a disaster, witnesses, or physicians;
 - 17.3.2. Inspecting property damage or reviewing factual information to prepare damage estimates;
 - 17.3.3. Evaluating and making recommendations regarding coverage or compensability of claims or determining liability or value aspects of claims;
 - 17.3.4. Negotiating settlements; or
 - 17.3.5. Making recommendations regarding litigation.
- 17.4. The exemption in this subsection shall not affect the exemption provided by Section 13(a)(1) [of the FLSA].
- 17.5. For purposes of this subsection-
- 17.5.1. The term "major disaster" means any disaster or catastrophe declared or designated by any State or Federal agency or department;
 - 17.5.2. The term "employee employed to adjust or evaluate claims resulting from or relating to such major disaster" means an individual who timely secured or secures a license required by applicable law to engage in and perform the activities described in clauses (i) through (v) of paragraph (1)(C) relating to a major disaster, and is employed by an employer that maintains worker compensation insurance or protection for its employees, if required by applicable law, and withholds applicable Federal, State, and local income and payroll taxes from the wages, salaries, and any benefits of such employees; and (C) the term "affiliate" means a company that, by reason of ownership or control of 25% or more of the outstanding share of any class of voting securities of one or more companies, directly or indirectly, controls, is controlled by, or is under common control with, another company.
18. **AUTHORITY TO CONTRACT.** Subrecipient warrants its right and power to enter into this Agreement. If any court or administrative agency determines that County does not have authority to enter into this Agreement, County will not be liable to Subrecipient or any third party by reason of such determination or by reason of this Agreement.
19. **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 Agreement 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.
20. **CANCELLATION FOR CONFLICT OF INTEREST.** This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

21. TERMINATION/SUSPENSION.

- 21.1. Without Cause: County may terminate this Agreement at any time, without cause, by serving a written notice upon Subrecipient at least thirty (30) days before the effective date of the termination. In the event of such termination, County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination.
- 21.2. With Cause: County or Subrecipient may terminate this Agreement at any time without advance notice and without further obligation if either party is in default of any provision of this Agreement.
- 21.3. Insufficient Funds: Notwithstanding Paragraphs 21.1 and 21.2 above, if any state or federal grant monies used for payment or for performance under this Agreement are reduced or withdrawn, County will have the right to either reduce the services to be provided and the total dollar amount payable under this Agreement or terminate the Agreement. 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 Subrecipient for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination to the extent that grant funds are available.
- 21.4. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement 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 Agreement. In the event of such termination, County will have no further obligation to Subrecipient, other than for services rendered prior to termination.
- 21.5. Suspension: County reserves the right to suspend Subrecipient's performance and payments under this Agreement immediately upon notice delivered to Subrecipient's designated agent in order to investigate Subrecipient's activities and compliance with this Agreement. In the event of an investigation by County, Subrecipient 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, Subrecipient will be notified in writing that the Agreement will be immediately terminated or that performance may be resumed.

22. **NOTICE.** Subrecipient 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. Any notice required or permitted to be given under this Agreement 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 & Workforce Development
2797 E. Ajo Way
Tucson, AZ 85713

Subrecipient:

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

23. **NON-EXCLUSIVE CONTRACT.** Subrecipient understands that this Agreement is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
24. **OTHER DOCUMENTS.** In entering into this Agreement, Subrecipient and County have relied upon guidance provided in the Workforce Innovation and Opportunity Act, the WIOA final regulations at 20 CFR Parts 675-688, and the Pima County Local Workforce Board WIOA Implementation Plan. These documents are incorporated into and made a part of this Agreement in full herein, to the extent not inconsistent with the provisions of this Agreement, including all exhibits. Subrecipient will promptly bring any provisions which Subrecipient believes are inconsistent to County's attention, and County will provide Subrecipient with its interpretation of the provisions in question. In the event of an irreconcilable inconsistency, the provisions of the awarding agency documents will govern over the conditions of this Agreement, unless otherwise required by law.
25. **REMEDIES.** Either party may pursue any remedies provided by law for the breach of this Agreement. 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 Agreement.
26. **SEVERABILITY.** Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.
27. **BOOKS AND RECORDS.** Subrecipient 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. Subrecipient must retain all records relating to this agreement at least three years after Subrecipient 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 3-year period, whichever is later.
28. **AUDIT REQUIREMENTS.**
 - 28.1. Subrecipient will:
 - 28.1.1. Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200).
 - 28.1.2. Establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement. The accounting must record all expenditures which are used to support invoices and requests for payment from County.
 - 28.1.3. Establish and maintain accounting records which identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.
 - 28.1.4. Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.

- 28.1.5. 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.
- 28.1.6. Assure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six months of completion of the audit required pursuant to this Section 28, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings.
- 28.1.7. Pay all costs for any audit required or requested pursuant to this Section 28, unless the cost is allowable for payment with the grant funds provided pursuant to this Agreement under the appropriate federal or state grant law and the cost was specifically included in the Subrecipient grant budget approved by County.
- 28.2. If Subrecipient is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, Subrecipient will comply with the applicable audit requirements in A.R.S. §11-624, "Audit of Non-Profit Corporations Receiving County Monies." If Subrecipient meets or exceeds the single audit threshold set 2 CFR Part 200, Subrecipient 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 Subrecipient's fiscal year.
- 28.3. Subrecipient must timely submit the required or requested audit(s) to:
- Contracts
Pima County Department of Community & Workforce Development
2797 East Ajo Way
3rd Floor
Tucson, AZ 85713
29. **COPYRIGHT.** Neither, Subrecipient nor its officers, agents or employees will copyright any materials or products developed through contracted services provided or contracted expenditures made under this Agreement without prior written approval by County. Upon approval, County will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.
30. **NO JOINT VENTURE.** It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between Subrecipient and any County employees, or between Subrecipient and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
31. **NO THIRD-PARTY BENEFICIARIES.** Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

32. **PROPERTY OF THE COUNTY.** Subrecipient is not the agent of County for any purpose and will not purchase any materials, equipment or supplies on the credit of County. Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of County. Subrecipient is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Subrecipient will not use or release these materials without the prior written consent of County.
33. **DISPOSAL OF PROPERTY.** Termination of this Agreement will not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to this Agreement.
34. **COORDINATION WITH AWARDING AGENCY.** On matters relating to the administration of this Agreement, County will be Subrecipient's contact with all Federal, State and local agencies that provide funding for this Agreement. Subrecipient's contact in this regard will be: Michael Gates, 520-724-5063, Michael.Gates@pima.gov.
35. **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 Housing and Urban Development and the Comptroller of the United States will at all reasonable times have the right of access to Subrecipient's facility, books, documents, papers, or other records which are pertinent to this Agreement, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating Subrecipient's performance and Subrecipient's compliance with this Agreement. This provision must be included in all contracts between Subrecipient and its subcontractors providing goods or services pursuant to this Agreement. Subrecipient 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.
36. **PUBLIC INFORMATION.**
- 36.1. Disclosure. Pursuant to Arizona Public Records law, A.R.S. § 39-121 *et seq.*, and A.R.S. § 34-603(H) in the case of construction or architectural and engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in an award of this Agreement, including, but not limited to pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 36.2. Records Marked Confidential: Notice and Protective Order. If Subrecipient reasonably believes that some of the records described in paragraph 36.1 above contain proprietary, trade-secret or otherwise-confidential information, Subrecipient must prominently mark those records "CONFIDENTIAL." In the event that a public records request is submitted to County for records marked "CONFIDENTIAL," County will notify Subrecipient of the request as soon as reasonably possible. County will release the records ten (10) business days after the date of that notice unless Subrecipient has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

37. **ELIGIBILITY FOR PUBLIC BENEFITS.** Subrecipient will comply with applicable provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, and any Federal sponsoring agency requirements, which are hereby incorporated as provisions of this Agreement.
38. **ISRAEL BOYCOTT CERTIFICATION.** Pursuant to A.R.S. § 35-393.01, if Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, Subrecipient certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
39. **LEGAL ARIZONA WORKERS ACT COMPLIANCE.**
- 39.1. Compliance with Immigration Laws. Subrecipient hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Subrecipient's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Subrecipient will further ensure that each subcontractor who performs any work for Subrecipient under this agreement likewise complies with the State and Federal Immigration Laws.
- 39.2. Books and Records. County has the right at any time to inspect the books and records of Subrecipient and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 39.3. Remedies for Breach of Warranty. Any breach of Subrecipient's, or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this Section 39, is a material breach of this Agreement subjecting Subrecipient to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Subrecipient 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, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Subrecipient.
- 39.4. Subcontractors. Subrecipient will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 39 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."*

40. **ENTIRE AGREEMENT.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and supersedes all prior or contemporaneous agreements and understandings, oral or written. No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Agreement will affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreements are unofficial information and in no way binding upon County.

SIGNATURE PAGE TO FOLLOW

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

PIMA COUNTY

Sharon Bronson
Chair, Pima County Board of Supervisors

Date

ATTEST:

Clerk of the Board

Date

APPROVED AS TO CONTENT:



Daniel Sullivan (or Designee)
Director, Community & Workforce Development

APPROVED AS TO FORM:



Deputy County Attorney

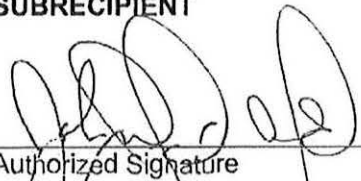
Neil Poston

Printed Name

5/6/2022

Date

SUBRECIPIENT



Authorized Signature

John David Arnold CEO

Printed Name & Title

5/9/22

Date

EXHIBIT A – SCOPE OF WORK

1. PROGRAM OVERVIEW.

- 1.1. Subrecipient will implement a WIOA Dislocated Worker program serving rural Pima County, to align with, and complement the services of, the Pima County ARIZONA@WORK Career Center System (“Pima County ARIZONA@WORK”).
- 1.2. COVID-19 Restrictions. All in-person and group program services must be provided in compliance with Centers for Disease Control and Prevention (“CDC”), State and County guidelines for operating during the Coronavirus COVID-19 pandemic. Subrecipient must follow Pima County Health Department (“PCHD”) recommendations for schools. Subrecipient may provide virtual classroom or hybrid models of instruction (combination of in-person and virtual) consistent with PCHD recommendations. If Subrecipient’s performance of the services, in this Agreement, must be modified or curtailed to comply with public health restrictions related to COVID-19, Subrecipient must immediately report the situation to County. County and Subrecipient will confer at least monthly to determine appropriate performance requirements and activities until services can be resumed in full.

2. PROGRAM GOALS.

- 2.1. Prepare participants for current and projected demand occupations that offer wages that allow self-sufficiency or that have a clear career path leading to self-sufficiency. Demand occupations will be included on the Eligible Training Provider List (ETPL) of Arizona Job Connection.
- 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 authorized under the WIOA with Pima County ARIZONA@WORK, mandated partners, and other contractors.

3. TARGET POPULATION.

Employers in industries specified as high-demand industries by the Workforce Investment Board (“WIB”) and Dislocated Workers, including Migrant and Seasonal Farm Workers, who reside in Pima County and meet eligibility requirements for available funding.

4. PROGRAM ACTIVITIES.

- 4.1. Conduct outreach in rural areas of Pima County, including Migrant and Seasonal Farm Workers, to increase awareness of dislocated worker workforce development opportunities, services and support offered by the WIOA Dislocated Worker Program.
- 4.2. Arrange for eligibility determination by County, including explanation and collection of participants’ required documentation of eligibility factors (detailed in 6.6 of this Exhibit), and enrollment by County of eligible individuals into the Pima County WIOA Dislocated Worker Program.
- 4.3. Maintain a monthly average caseload of 32 active participants, unless determined otherwise by the County. (An “active participant” is one who is officially enrolled in, and not exited from, the program.)

- 4.4. For each participant enrolled, subrecipient staff will conduct intake and collect supporting documentation; analyze the suitability of the referral for the Pima County ARIZONA@WORK program; and if the referred participant is not suitable for the program, notify Pima County ARIZONA@WORK Supervisor within five (5) business days of meeting with the participant. And schedule and conduct an interview with each referred participant that is determined to be suitable for the program. The interview must be held within ten (10) days of enrollment. The interview will determine the participant's short- and long-term employment goals and the barriers to reaching those goals.
- 4.5. Subrecipient will develop a Career Development Plan with each enrolled participant, establishing short-term employment objectives and long-term career goals, education and training goals, and support service needs. The Career Development Plan will conform to the current ARIZONA@WORK standards for career plans, training plans, and support-service plans, and will be completed within thirty (30) days of enrollment.
- 4.6. Subrecipient will document enrollment in the database(s) required by the funding source(s) being used by the participant.
- 4.7. Subrecipient will maintain a case file for each participant. The file must include: documentation of services provided, outcomes, academic deficiencies shown on standardized tests, educational scores, certificates, diplomas, training, and Work Experience contracts and each contact with participant and employers; the "employment plan" developed with the participant. This plan must be signed by both the participant and the WDS; and copies of diplomas and credential obtained by participants. These documents must be placed in the file within three (3) days of completion.
- 4.8. Subrecipient will issue vouchers and make arrangements for support services, workshops, training, and job placement assistance for enrolled participants. Services will conform to the budget caps and approved providers adopted by the Pima County ARIZONA@WORK system, with exceptions submitted to County Community Services Manager for prior approval.
- 4.9. Program staff will interview each active participant monthly to assess the participant's progress towards the established goals and the reduction of barriers to employment.
- 4.10. In the event that a participant has not enrolled in an activity within thirty (30) calendar days of the initial interview, Subrecipient will return the participant to intake to re-establish eligibility for the WIOA Dislocated Worker program.
- 4.11. Within twenty-four (24) hours of an activity's occurrence, Subrecipient staff will enter into the required database(s) all participants' activities including, but not limited to: enrollment in a workshop, training, receipt of support services, job placement, award of diploma or vocational certificate, exit from program, and follow-up contacts with the participant.

- 4.12. Subrecipient will refer participants to training program(s) that will provide needed jobs skills and issue industry- recognized credential(s); and/or job openings in the demand industries as defined by the WIB Planning Committee, and will prepare and submit to Pima County ARIZONA@WORK Supervisor, voucher requests for participant training and support services. Subrecipient will assess job referral success within twenty-four (24) hours of the referral, and obtain placement information from the employer and enter such information into the required database(s).
- 4.14. Subrecipient will follow-up with all participants regardless of successful program completion at least quarterly for one (1) year after the participant leaves the program.

5. PROGRAM STAFFING.

No. of Positions	Title	Service Location
Two (2) FTEs	Workforce Development Specialist ("WDS")	Subrecipient's office
Two (2) FTEs	WDS	Rural area facilities operated by Subrecipient
One (1) FTE	Program Support Specialist ("PSS")	Pima County ARIZONA@WORK location(s)

6. GENERAL PROVISIONS.

- 6.1. No activities performed under this Agreement 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. Subrecipient must prohibit displacement in all subcontracts and worksite agreements.
- 6.2. Subrecipient must ensure that staff involved in Pima County ARIZONA@WORK participant job placement activities do not place a participant for employment:
 - 6.2.1. On the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or as a place for religious worship; or
 - 6.2.2. 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.
- 6.3. Subrecipient must ensure that staff exercise care to be sure that any Pima County ARIZONA@WORK participant employed or trained for inherently dangerous occupations (e.g. fire or law enforcement) is assigned to entities that consistently follow reasonable safety practices.
- 6.4. Subrecipient will provide title(s), name(s), phone number(s), and email address(es) of personnel who are authorized to receive information regarding staff assigned to the Pima County ARIZONA@WORK system.
- 6.5. Grievances: Subrecipient will:
 - 6.5.1. 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:

- 6.5.1.1. Reduction in services;
- 6.5.1.2. Suspension or termination from program participation; or
- 6.5.1.3. Quality of service.
- 6.5.2. Ensure that all applicants and participants are advised of their right to present any grievances to County or to the State.
- 6.6. County will:
 - 6.6.1. Determine ultimate program eligibility of individuals seeking services at Pima County ARIZONA@WORK and assign to appropriate staff.
 - 6.6.1.1. Eligibility will be based on WIOA Dislocated Worker eligibility criteria: 1) be 18 years of age or older; 2) be a citizen or noncitizen authorized to work in the U.S.; 3) meet Military Selective Service registration requirements (males only); 4) has been terminated or laid off, or has received notice of termination or layoff from employment; 5) is eligible for or has exhausted unemployment assistance; 6) has demonstrated an appropriate attachment to the workforce, but is not eligible for unemployment insurance and is unlikely to return to a previous industry or occupation; 7) is employed at a facility where the employer has made the general announcement that the facility will close within 180 days; 8) was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community or because of a natural disaster; or 9) is a displaced homemaker who is no longer supported by another family member. Specific priority of service specification under WIOA Section 134(c)(3)(E) do not apply to the dislocated worker population. Veterans and eligible spouses continue to receive priority of service among all eligible individuals.
 - 6.6.1.2. Additional Dislocated Worker eligibility criteria are associated with the COVID-19 pandemic and could be revoked or amended during the execution of this grant: 1) individuals who are furloughed; 2) individuals who have left the workplace due to unsafe conditions related to COVID-19, or who have left the workplace to care for a family member affected by COVID-19; or 3) individuals who have been let go due to unvaccinated status.
 - 6.6.2. Provide Subrecipient with a schedule of times and places where intake will be conducted at a location other than Pima County ARIZONA@WORK sites.
 - 6.6.3. Provide Subrecipient with secure access to Participant Tracking System, Arizona WIOA database (Arizona Job Connection), and any other required data tracking systems or portals, conditioned upon Subrecipient signing Pima County and Arizona Data Sharing Agreements and completing required data privacy training.
 - 6.6.4. Provide written materials and all training needed to conduct WIOA Dislocated Worker Program activities in conformance with the Pima County ARIZONA@WORK system standards.
 - 6.6.5. When Subrecipient's staff will be required to attend meetings or events at other

than the assigned location, provide Subrecipient with a notice of such events and the times and locations. County will coordinate with Subrecipient to adjust the staff schedules to ensure no overtime is incurred for these meetings or events.

- 6.6.6. For staff located at Pima County ARIZONA@WORK, provide workspace, phone, computer, and office supplies for the conduct of program activities.
- 6.6.7. Provide contact information for Pima County ARIZONA@WORK personnel associated with the staff performance under this Agreement.

7. GENERAL REQUIREMENTS. Subrecipient will:

- 7.1. Allow County to participate in the interview process for the staff who will provide services pursuant to this Agreement.
- 7.2. Provide staff as detailed in Section 5 above. Each job description must be acknowledged and signed by the individual staff member and kept in that person's personnel file.
- 7.3. Provide the staff with the support and guidance required to successfully perform the obligations in this Agreement.
- 7.4. In the event the assigned staff must be replaced, confirm continued funding availability with the Director of Community & Workforce Development Department or his designee prior to replacement.
- 7.5. Provide a job description for the staff described in Section 5 above.
- 7.6. Ensure that the staff:
 - 7.6.1. Are familiar and comply with federal program requirements and Pima County and ARIZONA@WORK policies, procedures and programs;
 - 7.6.2. Attends relevant meetings scheduled by County, so long as County provides reasonable notice;
 - 7.6.3. If assigned to provide services at Pima County ARIZONA@WORK locations:
 - 7.6.3.1. Works scheduled hours during normal Pima County ARIZONA@WORK business hours (County holidays schedule will apply);
 - 7.6.3.2. Calls both the Subrecipient and assigned Pima County ARIZONA@WORK program coordinator or designee the morning of an absence due to illness or necessary appointments; and
 - 7.6.3.3. Provide advance notice to the Pima County ARIZONA@WORK program manager or designee, of vacations approved by Subrecipient.
 - 7.6.4. Participates in Pima County ARIZONA@WORK program training and other activities as determined appropriate by County; and
 - 7.6.5. Refuses remuneration of any kind from participants or participating employers.
 - 7.6.6. Notify County in advance of any Subrecipient's meetings or other activities which the staff must attend and which will result in an absence from Pima County ARIZONA@WORK.

8. STAFF ACTIVITIES. Staff responsibilities will include, but are not limited to, those detailed in this Section 8.

8.1. Every WDS will:

- 8.1.1. Possess the necessary qualifications to successfully evaluate, counsel and place participants into appropriate job skills training and activities and make appropriate referrals to job opportunities.
- 8.1.2. Assist with special projects as needed. In the event that the special project will result in a change in the Outcomes in Section 9 below, the parties will execute a contract amendment.
- 8.1.3. Complete at least one relevant professional development training session per 12-month period.

8.2. PSS duties. The PSS will be located at Pima County ARIZONA@WORK location(s) determined by County and will possess the necessary qualifications to successfully conduct the following activities and perform the following Intake Support activities:

- 8.2.1. Provide eligibility information for various available job programs to at least 600 job seekers during the program year.
- 8.2.2. Maintain an "intake log" listing each person served, including date and type of service provided. Submit the intake log to Subrecipient and County no later than the fifth (5th) working day of the month for the preceding month's activities.
- 8.2.3. Administer Test of Adult Basic Education (TABE) and other assessment tests.
- 8.2.4. Obtain documentation and information from participants regarding eligibility to meet to the eligibility requirements listed in 6.6 of this Exhibit.
- 8.2.5. Place a copy of the intake information into the participant's file and forward the file to the WDS.
- 8.2.6. When appropriate, refer participants to the Pima County ARIZONA@WORK's WIOA partner agencies for additional services.
- 8.2.7. Enter all intake information into the required database(s) and forward copies of the intake documents per Pima County ARIZONA@WORK routing protocols.

9. OUTCOMES.

9.1. Subrecipient will meet the following annual service levels targeted under this WIOA Dislocated Worker subaward:

Staff Position	Service	Number per individual staff	Total number served
WDS	Enrolled in a program	38 participants	152 participants
	Active at any time	8 participants	32 participants
	Placed on job	22 participants	88 participants
	Case closure	28 cases	112 cases
PSS – Intake	Intake contacts	150 individuals	150 individuals

- 9.2. Target wage at placement: \$15.75 per hour or greater.
- 9.3. 80% of participants will be placed in a job or successfully exit the program.
- 9.4. 80% of job skills training participants will receive an industry-recognized credential.

10. **BUDGET.** Subrecipient will be paid on a Cost Reimbursement basis as follows:

Budget Line Item	Projected WIOA Dislocated Workers
Operating Budget	
Salary and ERE (No overtime)	\$106,072.00
Staff Development	\$2,000.00
Travel	\$2,500.00
Equipment	\$2,405.16
Supplies	\$1,029.84
Communications	\$2,024.28
Space	\$9,033.34
Indirect costs	\$18,573.00
Total Operating Budget	\$143,637.62

11. **REPORTS.** Monthly Reports no later than the fifth (5th) working day of the month for the preceding month's activities, Subrecipient will provide:
- 11.1. Each Summary Report to include, at a minimum, the following performance indicators under this WIOA Dislocated Worker subaward:
- 11.1.1. The numbers of persons:
- 11.1.1.1. Served;
 - 11.1.1.2. Completed;
 - 11.1.1.3. Exited;
 - 11.1.1.4. Placed into jobs in other than WIB target industries; and
 - 11.1.1.5. Placed into WIB target industries.
- 11.1.2. The average wage at placement.
- 11.2. Preliminary Financial Closeout Report, no later than no later than July 15 following the end of the contract year.
- 11.3. Final Financial Closeout Report, on forms provided by County, within thirty (30) days after the end of the Extended Term. County reserves the right to require this report at a different time.
- 11.4. Subrecipient will provide other records and reports as requested by the Director or designee of the CWD.

END OF EXHIBIT A

EXHIBIT B

PIMA COUNTY ONE-STOP CONTRACTOR REPORTING

Bill to Pima County - this form is to be used for submitting all billings to Pima County One Stop

Invoice for the month of _____, 2013

SEND INVOICE TO: Pima County One-Stop Center
 THE ATTN OF: 2247 E. Broadway Tucson, AZ 85713
 Attention: Contract Terms, OMT, PMA, DPM, PMA

AGENCY: Pima Public Education Preparation, Inc.
 INVOICE #: 0113-1010
 CONTRACT NUMBER: 1033-001-0010

AGENCY CONTRACT #: CE 2247209 INVOICE DATE: _____

INVOICE #: 0713-210

APPROVED BUDGET & BILLING DETAILS

EXPENSE CATEGORY	Amount Budget	July Billed Amt	August Billed Amt	September Billed Amt	October Billed Amt	November Billed Amt	December Billed Amt	January Billed Amt	February Billed Amt	March Billed Amt	April Billed Amt	May Billed Amt	June Billed Amt	TOTAL	BALANCE AVAILABLE	COUNT MONTH RESOURCES
Salary & Fringe (Pr. CT)	1,450,000														1,450,000	
Staff Development	1,000.00														1,000.00	
Travel	2,000.00														2,000.00	
Equipment	2,000.00														2,000.00	
Supplies	1,000.00														1,000.00	
Communications	3,000.00														3,000.00	
Space	50,000.00														50,000.00	
Contract Costs	10,000.00														10,000.00	
TOTAL NONPERSONNEL COSTS	1466,000														1466,000	

LINE ITEM	MON CMT	FUNDING SOURCE					TOTALS						TOTALS		
		MON CMT	MON CMT	MON CMT	MON CMT	MON CMT	EMPLOYEE NAME	UNIDA DIV	UNIDA DIV	UNIDA DIV	UNIDA DIV	UNIDA DIV			
Salary & Fringe (Pr. CT)														0.00	
Staff Development														0.00	
Travel														0.00	
Equipment														0.00	
Supplies														0.00	
Communications														0.00	
Space														0.00	
Contract Costs														0.00	
REIMBURSABLE TOTALS														0.00	0.00

I certify that this billing is complete and accurate to the best of my knowledge and that all expenses are for the purposes set forth in the Contract/Agreement with Pima County.

Prepared by: Date: Contract Price Number/Ext:
 Authorized Agency Signature: Date: Contract Price Number/Ext:

END OF EXHIBIT B