



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: December 21, 2021

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Tucson Youth Development, Inc.

***Project Title/Description:**

Work Experience Program Administrator

***Purpose:**

Subrecipient will match local area employers with WIOA youth to create an environment with hands-on work experiences, provide a networking system within identified career pathways, and lead youth to employment in in-demand sectors.

Attachment: Contract Number CT-CR-22-147

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

A minimum of sixty-five (65) youth will be placed in Work Experience positions which will provide up to 300 hours of hands-on experience for the contract year.

80% of participants will be placed in a job or successfully exit the program.

***Public Benefit:**

This project 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:**

Monthly reports on the number of youth participating in the program, including number placed, number placed into WIB target industries, number completed, number exited, and average wage at placement.

***Retroactive:**

No.

DEC 16 21 PM 12:22 PCLK OF SD
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To: COB 12-16-21⁽¹⁾
Vers.: 1
Pgs.: 32
ADDENDUM

Document Type: CT Department Code: CR Contract Number (i.e., 15-123): 22-147
Commencement Date: 1/1/22 Termination Date: 12/31/22 Prior Contract Number (Synergen/CMS): _____
☒ **Expense Amount: \$** 402,565.23 ☐ **Revenue Amount: \$** _____

***Funding Source(s) required:** U.S. Department of Labor, Arizona Department of Economic Security WIOA

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] 12-10-21

Deputy County Administrator Signature/Date: [Signature] 12-10-2021

County Administrator Signature/Date: [Signature] 12/13/2021

(Required for Board Agenda/Addendum Items)

Pima County Community & Workforce Development**Project:** Work Experience Program Administrator**Subrecipient:** Tucson Youth Development, Inc.
1901 N. Stone Avenue
Tucson, AZ 85705**Amount:** \$402,565.23**Contract No.:** CT-CR-22-147**Funding:** U.S. Department of Labor (DOL) – Workforce Innovation and Opportunity Act (WIOA)

DUNS No.: 123720120		SAM Registration Date: 5/11/21	
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 type="checkbox"/> NICR	<input type="checkbox"/> de minimis <input checked="" type="checkbox"/> None
Status of Agency:		<input checked="" type="checkbox"/> Subrecipient	<input type="checkbox"/> Contractor

CFDA	Grant Program	Federal Funding	Pima County Award
17.259	U.S. Department of Labor /Arizona Department of Economic Security Workforce Innovation and Opportunity Act (WIOA) - Youth	\$913,130,000	\$2,994,879

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 Tucson Youth Development, Inc. ("Subrecipient"), an Arizona non-profit corporation,
- 1.2. Authority. County selected Subrecipient pursuant to and consistent with Board of Supervisors Policy D29.6. Solicitation for Grant Proposal was issued on September 27, 2021.
- 1.3. Solicitation and Response. Under Solicitation for Grant Proposals ("SGP") SGP-CWD-WEXPA-2021-05, County sought proposals for programs and activities that would qualify for WIOA Youth funding during Federal Fiscal Year ("FY") 2022. County has determined that the services or activities proposed in Subrecipient's response to the SGP are eligible for WIOA funding and in the best interests of the residents of Pima County.

2. TERM, AND AMENDMENTS.

- 2.1. The term of this Agreement commences on January 1, 2022 and will terminate on December 31, 2022 (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. County may renew this Agreement for four (4) additional period of up to one (1) year (the "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

- 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 provide County with the services 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 \$402,565.23 (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 set forth in Exhibit B-5 (1 page).

- 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); and
 - 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.
 - 4.8.3. Be only 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.
- 4.9. 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 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 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 4.2. 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 15 working days after the end of the Term on invoices that meet the requirements in paragraphs 4.3 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 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 4.12 and 4.13 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. Pursuant to 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 22 – 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 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: Contractors 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 10 days before work under this Contract commences. Subrecipient must provide County a renewal certificate not less than 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, "Indemnatee") 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 Indemnatee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnatee, 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.
- 7.5. Compliance with Federal Law, Rules and Regulations. Subrecipient will comply with the applicable provisions of:
 - 7.5.1. Arizona Department of Economic Security ("ADES") Special Terms and Conditions;
 - 7.5.2. ADES Policies 1-47-01 and 1-47-08;
 - 7.5.3. Davis-Bacon Act (Pub. L.107-217), as amended;
 - 7.5.4. Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*);
 - 7.5.5. Arizona Address Confidentiality Program (A.R.S. § 41-161 *et seq.*);
 - 7.5.6. Fingerprinting, certification, and criminal background checks including, but not limited to the applicable provisions of: A.R.S. §§ 8-804, 36-594.01, 36-3008, 41-1964, and 46-141;
 - 7.5.7. Clean Air and Clean Water Act (42 U.S.C.1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15);
 - 7.5.8. Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
 - 7.5.9. 2 CFR Part 200, Uniform, Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - 7.5.10. Child Labor Laws (A.R.S. §23-230 *et seq.*);
 - 7.5.11. Debarment and Suspension (2 CFR Part 180, 2 CFR § 200.214, Executive Orders 12549 & 12689);
 - 7.5.12. Drug-Free Workplace (2 CFR Part 2429);
 - 7.5.13. Environmental Tobacco Smoke (Pub. L. 103-227, Part C);
 - 7.5.14. Workforce Innovation and Opportunity Act (Pub.L.113-128);
 - 7.5.15. Conflict of Interest, 24 CFR § 574.625, and
 - 7.5.16. 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 Contractor nor any of Contractor'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. Contractor is responsible for paying all federal, state and local taxes on the compensation by Contractor under this Agreement and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor will be solely responsible for its program development, operation, and performance.
9. **SUBCONTRACTOR.**
- 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; and 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. **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.
14. **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.

15. 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.

16. TERMINATION/SUSPENSION.

16.1. Without Cause: County may terminate this Agreement at any time, without cause, by serving a written notice upon Subrecipient at least 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.

16.2. 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.

16.3. Insufficient Funds: Notwithstanding Paragraphs 16.1 and 16.2 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 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.

16.4. 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.

16.5. 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 45 days, whichever is sooner, Subrecipient will be notified in writing that the Agreement will be immediately terminated or that performance may be resumed.

17. NOTICE. Subrecipient must give written notice of any change of corporate or entity status as promptly as possible and, in any event, within 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:

Executive Director
Tucson Youth Development, Inc.
1901 N. Stone Avenue
Tucson, AZ 85705

18. **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.
19. **OTHER DOCUMENTS.** In entering into this Agreement, Subrecipient and County have relied upon information provided in Subrecipient's proposal submitted in response to the SGP (including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, Subrecipient's Proposal, other information and documents). This document is 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.
20. **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.
21. **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.
22. **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 five 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 5-year period, whichever is later.
23. **AUDIT REQUIREMENTS.**
- 23.1. Subrecipient will:
- 23.1.1. Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200).
 - 23.1.2. 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.
 - 23.1.3. 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.
 - 23.1.4. Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
 - 23.1.5. 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.
 - 23.1.6. 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 23, unless a different

time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings.

23.1.7. Pay all costs for any audit required or requested pursuant to this Section 23, 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.

23.2. 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 90 days following the end of Subrecipient's fiscal year.

23.3. Subrecipient must timely submit the required or requested audit(s) to:

Risé Hart
Pima County Department of Community & Workforce Development
2797 East Ajo Way, 3rd Floor
Tucson, AZ 85713

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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: Daphanie Conner, 520-724-5724, Daphanie.Conner@pima.gov

30. 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.

31. PUBLIC INFORMATION.

31.1. 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.

31.2. Records Marked Confidential; Notice and Protective Order. If Subrecipient reasonably believes that some of the records described in paragraph 31.1 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 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.

32. 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.

33. 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.

34. LEGAL ARIZONA WORKERS ACT COMPLIANCE.

34.1. 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.

34.2. 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.

34.3. 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 34, 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.

34.4. Subcontractors. Subrecipient will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 34 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."

35. **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

EXHIBIT A - SCOPE OF WORK

1. PROGRAM OVERVIEW.

- 1.1. The Workforce Innovation and Opportunity Act ("WIOA") is mandated to provide Work Experience in order to prepare youth for postsecondary education and training opportunities. This includes: registered apprenticeship programs; developing strong connections between academic instruction and occupational education; preparing youth for unsubsidized employment opportunities within career pathways; developing strong networks of employers in in-demand sectors and local and regional labor markets; and emphasizing small employers. Subrecipient will design innovative and high-quality WIOA youth work experience programs for enrolled participants in Pima County's WIOA Title 1-B youth programs. The Work Experience ("WEX") program is a planned and structured learning experience which occurs in a worksite for a finite period of time and may be paid or unpaid, and which may take place in for-profit, non-profit, or the public sectors. WEX may include summer employment opportunities, pre-apprenticeship or apprenticeship programs, and on-the-job training.
- 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. The program will match local area employers with WIOA youth to create an environment with hands-on work experiences, provide a networking system within identified career pathways, and lead youth to employment in in-demand sectors.
- 2.2. Assist in the economic development of Pima County by helping to develop a trained and productive labor force that meets employer needs.

3. WORK EXPERIENCE PROGRAM ADMINISTRATOR SERVICES.

- 3.1. 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.
- 3.2. Subrecipient must ensure that staff involved in Pima County ARIZONA@WORK participant job placement activities do not place a participant for employment:
 - 3.2.1. 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
 - 3.2.2. In activities that are not covered under the Occupational Safety and Health Act of 1970, participants are not required or permitted to work, be trained, or receive services in buildings or surroundings under which working conditions are unsanitary, hazardous or dangerous to the participants' health or safety.
- 3.3. 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.

- 3.4. Subrecipient will provide title(s), name(s), phone number(s), and email address(es) of the supervisors of personnel providing services pursuant to this Agreement.
- 3.5. Grievances: Subrecipient will:
 - 3.5.1. 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:
 - 3.5.1.1. Ineligibility determination;
 - 3.5.1.2. Reduction in services;
 - 3.5.1.3. Suspension or termination from program participation; or
 - 3.5.1.4. Quality of service.
 - 3.5.2. Ensure that all applicants and participants are advised of their right to present any grievances to County or to the State.
- 3.6. County will:
 - 3.6.1. Recruit, determine eligible, assess and refer participants.
 - 3.6.2. Provide contact information for Pima County ARIZONA@WORK personnel with whom Subrecipient's staff will interact.

4. PROGRAM ADMINISTRATOR GENERAL REQUIREMENTS. Subrecipient will:

- 4.1. Assign one full-time qualified personnel to provide work experience services at Tucson Youth Development, Inc., 1901 N. Stone Avenue, Tucson.
- 4.2. Ensure staff participate in ARIZONA@WORK training required to successfully perform the obligations this Agreement. Training is available through federal, state and local sources.
- 4.3. Prior to replacing an individual providing services pursuant to this Agreement, confirm continued funding availability with the Director of Community & Workforce Development ("CWD") Department or his designee.
- 4.4. Ensure that staff have written job descriptions consistent with Subrecipient's proposal for funding. Each job description must be acknowledged and signed by the individual and retained in that individual's personnel file.
- 4.5. Ensure that staff:
 - 4.5.1. Are familiar and comply with federal program requirements and Pima County and ARIZONA@WORK policies, procedures and programs; and
 - 4.5.2. Refuse remuneration of any kind from participants, participating employers, training vendors or any other person or entity.

5. PROGRAM ADMINISTRATOR ("PA") ACTIVITIES. PA will possess the necessary qualifications to successfully evaluate, counsel and place youth into appropriate job skills training and activities and to make appropriate referrals to job opportunities. PA will:

- 5.1. Provide innovative WEX opportunities which include developing a worksite from private or public sectors that may be virtual or in person, and aid in bridging the gap between entry level employees and a highly skilled workforce.
- 5.2. Develop relationships with employers to place youth in a WEX. WIOA Youth are eligible for a WEX once they have entered activities that align with their career pathway and are referred by the County to be placed with an employer within the field or a position that aligns with the training.

- 5.3. Be creative and innovative in aligning the placements of a youth who is seeking specific training in an in-demand industry or career field. Living Wage requirements shall apply.
- 5.4. For each Participant in WEX, who will be referred to the service provider by any ARIZONA@WORK Workforce Development Specialist ("WDS"), Subrecipient will work collaboratively to:
 - 5.4.1. Place participant in Employability Skills class, and if needed, résumé writing class.
 - 5.4.2. Where funds are requested for Occupational Training, the PA will find related work experience opportunities, prepare a worksite agreement, place the participant in the worksite, arrange for payroll, and monitor progress.
 - 5.4.3. In the event that a participant has not enrolled in an activity within thirty (30) calendar days of the initial interview, return the participant to intake.
 - 5.4.4. Interview the participant monthly to assess progress towards the established goals and the reduction of barriers.
 - 5.4.5. If the participant is co-enrolled with another agency meet with participant and other agency case manager at least once a month.
 - 5.4.6. Develop an employment plan with the participant and assist with résumé creation to enhance participant's ability to obtain employment.
 - 5.4.7. Maintain a case file for each participant. The file must include:
 - 5.4.7.1. An Individual Service Strategy (Exhibit B-1) that identifies a career path for the participant, based on objective assessment, which of the fourteen (14) available WIOA service elements the participant will use, and is signed by participant and PA;
 - 5.4.7.2. Completed Interim Assessment tool (Exhibit B-2) to fully explore ongoing barriers to success, track participant progress and identify appropriate services to address individual's needs;
 - 5.4.7.3. Completed Work Experience Programs Pima County Department Requirements Form (Exhibit B-3) for youth working at a Pima County department;
 - 5.4.7.4. Documentation of services provided, outcomes, academic deficiencies shown on standardized tests, educational scores, certificates, diplomas, On-the-Job Training, training, and Work Experience contracts and each contact with participant and employers;
 - 5.4.7.5. For each program year, document in Arizona Job Connection ("AJC") the job skills as defined by TEGL 10-16:
 - 5.4.7.5.1. Training type;
 - 5.4.7.5.2. Measureable skills expected; and
 - 5.4.7.5.3. Skills realized.
 - 5.4.7.6. The "employment plan" developed with the participant. This plan must be signed by both the participant and the PA; and
 - 5.4.7.7. Copies of diplomas and credentials obtained by participants. These documents must be placed in the file within three (3) days of completion.
 - 5.4.8. Work with WIOA Title 1-B representative to make sure that participant has an AJC (or successor required database) account.
 - 5.4.9. Refer participants to either or both of the following:

- 5.4.9.1. Training program(s) that will provide needed jobs skills and issue industry-recognized credential(s); and
- 5.4.9.2. Job openings in the demand industries as defined by the WIB Planning Committee.
- 5.4.10. When appropriate find a worksite and place participant in appropriate work experience that:
 - 5.4.10.1. Pays at least minimum wage and required fringe; and
 - 5.4.10.2. Does not exceed 300 hours.
- 5.4.11. Assess job referral success within twenty-four (24) hours of the referral.
- 5.4.12. Within twenty-four (24) hours of an activity's occurrence, enter into the database(s) required by the funding source(s) being used by the participant 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.
- 5.4.13. Obtain placement information from the employer and enter such information into the required database(s).
- 5.4.14. Prepare and submit to Pima County ARIZONA@WORK Supervisor voucher request for participant training and support services:
 - 5.4.14.1. For training that has been defined by the WIB as having a possibility of self-employment rather than employment, place participant in self-employment class.
 - 5.4.14.2. Offer participants résumé class for updating purposes when training is within one month of completion.
- 5.4.15. Follow-up with all participants regardless of successful program completion at least quarterly for one (1) year after the participant leaves the program.
- 5.5. General. Each PA will assist with special projects. In the event that the special project will result in a change in the Outcomes in Section 7 below, the parties will execute a contract amendment.
- 6. **TARGET POPULATION.** Employers in industries specified as high-demand industries by the Workforce Investment Board. In-School or Out-of-School Youth (ages as defined by funding source) who reside in Pima County and meet eligibility requirements for available funding.
- 7. **OUTCOMES.** Subrecipient will meet the following annual service levels:
 - 7.1. A minimum of sixty-five (65) youth will be placed in Work Experience positions which will provide up to 300 hours of hands-on experience for the contract year.
 - 7.2. Target wage at placement: \$15.00 per hour or greater.
 - 7.3. 80% of participants will be placed in a job or successfully exit the program.

8. **BUDGET.**

Budget Line Item	MAXIMUM ALLOCATED AMOUNT 1/1/2022 – 12/31/2022
Operating Budget	
Salary and ERE (No overtime)	\$56,294.29
Staff Development	-0-
Other Operating	\$10,188.44
Total Operating Budget	\$66,482.73
Other Allocation(s)	
Participant Wages & Fringe	\$336,082.50
TOTAL BUDGET	\$402,565.23

- 8.1. Subrecipient will be paid on a Cost Reimbursement basis provided 100% of costs reported by Subrecipient fall under youth work experience and related items as defined in paragraph 8.2 below.
- 8.2. Allowable work experience expenditures include:
- 8.2.1. Wages paid for participation in a work experience;
 - 8.2.2. Staff time working to identify and develop a work experience opportunity, including staff time spent working with employers to identify and develop the work experience;
 - 8.2.3. Staff time working with employers to ensure a successful work experience, including staff time spent managing the work experience;
 - 8.2.4. Staff time spent evaluating the work experience;
 - 8.2.5. Participant work experience orientation sessions;
 - 8.2.6. Employer work experience orientation sessions;
 - 8.2.7. Classroom training or the required academic education component directly related to the work experience;
 - 8.2.8. Incentive payments directly tied to the completion of work experience; and
 - 8.2.9. Employability skills/job readiness training to prepare youth for a work experience.

9. **REPORTS.**

- 9.1. Monthly Reports (Exhibit B-4). No later than the fifth (5th) working day of the month for the preceding month's activities, Subrecipient will provide:
- 9.1.1. Summary Report to include, at a minimum:
 - 9.1.1.1. Number served;
 - 9.1.1.2. Number placed;
 - 9.1.1.3. Number placed into WIB target industries;
 - 9.1.1.4. Number completed;
 - 9.1.1.5. Number exited; and
 - 9.1.1.6. Average wage at placement.
 - 9.2. Financial Closeout Reports. Subrecipient will complete and submit the following:
 - 9.2.1. Preliminary Financial Closeout Report, no later than January 15, 2023 of the Agreement year. County may require that this report be provided sooner.

- 9.2.2. 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.
- 9.3. Subrecipient will provide other records and reports as requested by the Director or designee of the CWD.

END OF EXHIBIT A

Work Experience/Training, Skills and Certifications: _____

*Refer to www.nycareerzone.org

PERSONAL INFORMATION

Special Interests, Hobbies and Abilities: _____

Family Living Situation: _____

Health Information (Physical and Mental): _____

ADDITIONAL INFORMATION, NOTES, AND COMMENTS

ACTION PLAN

Resolving BARRIERS to Education and Employment

<u>Barrier (I)</u>	<u>Explain Barrier Issue</u>	<u>Supportive Service Needed</u>	<u>Date Referred</u>	<u>Service Provider Information</u>	<u>Date Barrier Issue Resolved</u>

SERVICE AND PARTICIPATION AGREEMENT

I, in partnership with my Workshop Development Specialist, agree to participate in the Pima County Youth Services Program for the purpose of achieving my education and employment goals. I will participate to the best of my ability and I hereby authorize the release of information regarding employment, education and legal issues for the purpose of assisting in the development and success of my Individual Service Strategy. I agree to maintain contact with my Workforce Development Specialist at least once a month and to notify him/her of any changes in my situation. I have read, understand and agree to this Service and Participation Agreement.

Signature of Youth Participant _____ Printed Name _____ Date _____

Signature of Workforce Development Specialist _____ Printed Name _____ Date _____

ISS 10/2006



WIA Youth Program
Assessment Tool

YOUTH PARTICIPANT INTERIM ASSESSMENT TOOL

	1	2	3	4	5	Recommended Services / Interventions
	<div style="display: flex; align-items: center;"> <div style="flex: 1; text-align: center;">Less self-sufficient</div> <div style="flex: 1; text-align: center;">more self-sufficient</div> <div style="font-size: 2em;">➔</div> </div>					
Basic Skills (one or more TABE or total battery scores)	≤ 3.9 <input type="checkbox"/>	4.0 – 6.9 <input type="checkbox"/>	7.0 – 8.9 <input type="checkbox"/>	9.0 – 11.9 <input type="checkbox"/>	≥ 12.0 <input type="checkbox"/>	<ul style="list-style-type: none"> Lindsey Center Basic education: PPEP, SER, TUL, TYD, COPD* Alma Prevention Partnership (PPP) school counseling for OSV Literacy partners Literacy Volunteers RSU, SFR Libraries Tutoring: METRO M-F 10am to 6pm with academic volunteers
Work Experience / Occupational Skills	None <input type="checkbox"/>	Family/friends (e.g. paid babysitting) <input type="checkbox"/>	Part-time or WEX only <input type="checkbox"/>	Full-time employment <input type="checkbox"/>	Full-time employment ≥ 1 year <input type="checkbox"/>	<ul style="list-style-type: none"> WEX partner: COPD*, Goodwill, PPEP, SER, TUL, TYD PAJ Internship Job development/job search OJT: PPEP Job Connection Centers at Goodwill sites WDS resume services for youth Mock Interview workshops at METRO/WDS
Employability	E.S. workshop not attended <input type="checkbox"/>	<input type="checkbox"/>	E.S. workshop: post-score does not exceed pre-score <input type="checkbox"/>	<input type="checkbox"/>	E.S. post-test score higher than pre-test score <input type="checkbox"/>	<ul style="list-style-type: none"> E.S. workshop WEX partner: OJT: PPEP PPP Life Skills class

						Youth ES (COPD*, TUL, SER, PPEP, CW, TYD)
Occupational Interests (may administer SDS)	No identified interests <input type="checkbox"/>	Few identified interests <input type="checkbox"/>	Several identified interests <input type="checkbox"/>	Many identified interests <input type="checkbox"/>	Interests identified, career goal narrowed to one <input type="checkbox"/>	<ul style="list-style-type: none"> - SDS - Career Exploration PESCO - Workshop: _____ - PPP career interest profile & portfolio - "My Next Move" screening tool at Metro/Goodwill - COPD* - Career Fairs - Vendor Fair - Internships at various work experience programs
Occupational Aptitudes (may administer SDS)	No identified aptitudes <input type="checkbox"/>	Few identified aptitudes <input type="checkbox"/>	Several aptitudes identified <input type="checkbox"/>	All aptitudes identified <input type="checkbox"/>	Capitalizing on aptitudes <input type="checkbox"/>	<ul style="list-style-type: none"> - SDS - Career Exploration - Workshop: _____ - COPD* - My Next Move screening tool for ongoing career awareness
Child care - pregnant / parenting factors	Lacks child care and/or lacks parenting skills <input type="checkbox"/>	<input type="checkbox"/>	Intermittent child care <input type="checkbox"/>	<input type="checkbox"/>	Reliable child care / not applicable <input type="checkbox"/>	<ul style="list-style-type: none"> - DES/WIC - Child & Family Resources - Head Start - Teenage Parent Prgrm - Parent Aid - Casa de los Ninos - TOPS - The Parent Connection - COPD*
Role Models	None <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Strong, positive role model / Frequent interaction <input type="checkbox"/>	<ul style="list-style-type: none"> - Mentoring - Internship - Case management staff COPD* TYD, Goodwill, TUL, SER, PPEP, - Speaker: _____

* For deaf and hard of hearing individuals only

Career Awareness	None; very little <input type="checkbox"/>	<input type="checkbox"/>	Understands KSAs of many careers/occupations <input type="checkbox"/>	<input type="checkbox"/>	Has researched and selected a career path <input type="checkbox"/>	<ul style="list-style-type: none"> - E.S. workshop - Career Exploration SDS - Youth career expos - PESCO - My Next Move - Goodwill - Other: _____
Leadership (Experience)	None <input type="checkbox"/>	<input type="checkbox"/>	Some experience (e.g. volunteer, public speaker, trainer) <input type="checkbox"/>	<input type="checkbox"/>	Significant experience e.g. w/ high degree of initiative or Responsibility <input type="checkbox"/>	<ul style="list-style-type: none"> - Toastmasters - Other: _____ - Speaker/Community Events with key note speakers who can influence youth - COPD*
Health/Fitness	Requires substantial assistance with health care, fitness, insurance, etc. <input type="checkbox"/>	<input type="checkbox"/>	Needs support in developing long-term prevention or fitness program <input type="checkbox"/>	<input type="checkbox"/>	Reports satisfaction with health & fitness levels <input type="checkbox"/>	<ul style="list-style-type: none"> - YMCAs - AHCCCS/ACA/Public Program - Fitness/Wellbeing mentor - Other: _____ - COPD*
Housing	Homeless <input type="checkbox"/>	Housing instability (e.g. staying with friends) <input type="checkbox"/>	Risk of housing loss (missed rent/mortgage payments) <input type="checkbox"/>	Adequate housing <input type="checkbox"/>	Stable/long-term / appropriate / safe housing <input type="checkbox"/>	<ul style="list-style-type: none"> - Sullivan Jackson - Employment Center - Youth on Their Own - DHS - City/Section 8 - Our Family - Open Inn - CCS - Merilac Lodge - COPD*
Legal	Past offenses have led to difficulty in obtaining employment <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No legal issues <input type="checkbox"/>	<ul style="list-style-type: none"> - Job search/job development - OIT: PPEP - Tax credits - Other: _____ - Good Futures: METRO - Goodwill - Rights Restoration - Southern AZ Legal Aid - COPD*

* For deaf and hard of hearing individuals only

Self-management	Requests assistance with time management, motivation, decision-making, etc. <input type="checkbox"/>	<input type="checkbox"/>	Demonstrates some self-management skills <input type="checkbox"/>	<input type="checkbox"/>	Manages time, attitudes, motivation & behavior well <input type="checkbox"/>	<ul style="list-style-type: none"> E.S. Mentor Work with WDS Practice goal-setting exercise Time management budget Other COPD*
Confidence/Esteem	Reports low confidence <input type="checkbox"/>	<input type="checkbox"/>	Begins to appropriately value self and others <input type="checkbox"/>	<input type="checkbox"/>	Demonstrates appropriate value of self <input type="checkbox"/>	<ul style="list-style-type: none"> Toastmasters Mentor Leadership program Volunteer program COPD*
Goal-setting	Has not practiced goal-setting <input type="checkbox"/>	<input type="checkbox"/>	Understands how to set and achieve goals <input type="checkbox"/>	<input type="checkbox"/>	Has identified and achieved one or more short/long-term goals <input type="checkbox"/>	<ul style="list-style-type: none"> E.S. Practice goal-setting Work with WDS/COPD* Other
Supportive Network	Reports lack of emotional support among family/friends <input type="checkbox"/>	<input type="checkbox"/>	Some family members / friends / others are supportive <input type="checkbox"/>	<input type="checkbox"/>	2 or more close relationships provide consistent, caring support <input type="checkbox"/>	<ul style="list-style-type: none"> Mentor WDS/COPD* Other Volunteer opportunities
Transportation	Lacks transportation <input type="checkbox"/>	<input type="checkbox"/>	Transportation somewhat reliable <input type="checkbox"/>	<input type="checkbox"/>	Has reliable daily transportation to school/work <input type="checkbox"/>	<ul style="list-style-type: none"> Bus pass Set savings goal to improve transportation situation COPD*
Financial	No bank account <input type="checkbox"/>	<input type="checkbox"/>	Some financial skills and habits <input type="checkbox"/>	<input type="checkbox"/>	Banked, budgeting & saving skills and habits <input type="checkbox"/>	<ul style="list-style-type: none"> Teen checking/savings accounts Intensive budget with WDS/COPD* E.S. Other

* For deaf and hard of hearing individuals only

Disability / Limitation	Needs significant supports/ accommodations <input type="checkbox"/>	<input type="checkbox"/>	Needs some accommodations; Necessary supports have been identified <input type="checkbox"/>	<input type="checkbox"/>	Has secured supports/ accommodations <input type="checkbox"/>	Vocational Rehabilitation COPD DMA Unlages TABE accommodations Interpreter ASDD Other:
High School Graduation	>2 classes behind to graduate <input type="checkbox"/>	<input type="checkbox"/>	1 or 2 classes behind on-time graduation <input type="checkbox"/>	<input type="checkbox"/>	On track to graduate; has earned diploma/GED; not an issue <input type="checkbox"/>	Tutoring Study skills Pima County Public Libraries Summer Youth Basic Ed partner School-Year Basic Ed partner ACE Charter HS Las Artes PYHS COPD
College/University Preparedness	Unsure re: post- secondary goals <input type="checkbox"/>	Goal = college; Unaware of next steps <input type="checkbox"/>	Goal = college; Has begun research on next steps <input type="checkbox"/>	Goal = college; Has applied and/or taken SAT/ACT/entrance exam if applicable <input type="checkbox"/>	Goal = college; Has completed all steps (applications, exams, FAFSA, etc.) OR chooses path other than college <input type="checkbox"/>	Meet with WDS Visit admissions offices Research online Meet with mentor Visit Metropolitan Education Commission Attend Youth Council Youth Career Expos PCC non-credit 6 week college readiness course with Goodwill COPD Other

NOTES / FOLLOW-UP

Youth Participant Name

Staff Name

Date ____/____/____

**WORK EXPERIENCE PROGRAMS
PIMA COUNTY DEPARTMENT REQUIREMENTS**

1. The Pima County Department will ensure that the Worksite Supervisor monitors the following for each assigned Participant:
 - 1.1. Attendance: participant will attend or notify worksite supervisor of an absence.
 - 1.2. Punctuality: participant will be on time or will notify worksite supervisor.
 - 1.3. Verify time listed on timesheets is accurate.
 - 1.4. Positive behavior and attitude.
 - 1.5. Appropriate appearance.
 - 1.6. Good interpersonal relations.
 - 1.7. Effective task completion: completes tasks accurately and in a timely manner.
 - 1.8. Honesty.
2. The Pima County Department will ensure that the Worksite Supervisor:
 - 2.1. Participates in an orientation.
 - 2.2. Provides training necessary to ensure each Participant is able to perform assigned tasks.
 - 2.3. Accurately records hours worked by each Participant and fax completed timesheets on a biweekly basis.
 - 2.4. Evaluates each Participant's performance in the areas set forth in Paragraph 1 above.
 - 2.5. Provides adequate supervision.
 - 2.6. Is aware of and complies with the applicable provisions of the Child Labor Laws and Fair Labor Standards Act.
 - 2.7. Cooperates with Sponsor in meeting any monitoring and evaluating requirements.
 - 2.8. Adheres to Emergency Procedures.
 - 2.9. Adheres to Grievance Procedure.
 - 2.10. Contacts Sponsor and WEX office immediately upon notification of any situation involving an injury to a Participant or the need for disciplinary action.
 - 2.11. Allows Sponsor access to the worksite to review Participant progress.

I have reviewed, understand and will comply with the responsibilities set forth above:

Worksite Supervisor

Date

EXHIBIT B-4

[illegible]

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 _____, 2022

SEND INVOICE TO THE ATTN: Pima County Kiosk Service Center
OF: 2797 E. Ajo Way
Tucson, AZ 85713
Attention: [blank]
AGENCY INVOICE IS FOR: Agency Address: Tucson, AZ 85700
Agency Contract #: C1222*XXX
Date: _____
Invoice #: C1222*XXX

APPROVED BUDGET & BILLING DETAILS

PAYMENT TERMS: Net 30 Days	APPROVED BUDGET	January Billed Amt	February Billed Amt	March Billed Amt	April Billed Amt	May Billed Amt	June Billed Amt	July Billed Amt	August Billed Amt	September Billed Amt	October Billed Amt	November Billed Amt	December Billed Amt	YTD TOTALS	BALANCE AVAILABLE	CURR MONTH ACCRUALS
Salary & fringe (No Overtime)	56,264.23														56,264.23	
Staff Development																
Travel																
Supplies																
Communications																
Other Operating	10,188.61														10,188.61	
WEX for Youth	326,082.55														326,082.55	
TOTAL REIMBURSABLE EXPENDITURE	402,565.23														402,565.23	

REIMBURSABLE EXPENDITURES BY FUNDING SOURCE							HOURS PER STAFF PERSON LOCATED AT ONE STOP BY FUNDING SOURCE FOR EXPENDITURE REPORT						
FUNDING SOURCE							FUNDING SOURCE						
LINE ITEM						TOTALS	Employee Name						TOTALS
Salary & fringe (No Overtime)													0.00
Staff Development													0.00
Travel													0.00
Supplies													0.00
Communications													0.00
Other Operating													0.00
WEX for Youth													0.00
REIMBURSABLE TOTALS							TOTAL HOURS	0.00	0.00	0.00	0.00	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 - please print & sign _____ Date _____ Contact Phone Number/Extension _____
Authorized Agency Signature - please print & sign _____ Date _____ Contact Phone Number/Extension _____