



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: May 3, 2022

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Goodwill Industries of Southern Arizona, Inc.

***Project Title/Description:**

Summer Youth Short-Term Work Experience and Basic Education

***Purpose:**

Contractor will provide Short-term Work Experience with employers offering jobs that may lead to future self-sufficiency.

Attachment: Contract Number CT-CR-22-325

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

Contractor will serve up to 60 total youth and young adults in the Short-Term Work Experience Program.

Participants in will:

- Successfully complete at least 90% of scheduled work hours.
- Attain at least 80% proficiency in work readiness skills.

***Public Benefit:**

The benefit of the program is it supports Pima County's economic development by helping to develop a trained and productive labor force that meets employers' needs.

***Metrics Available to Measure Performance:**

Reports on the number of youth and young adults participating in the program, outcome of pre- and post-testing, and completion results.

***Retroactive:**

No.

TO: COB 4-15-22 (1)

vers: 1

Pgs: 24

Contract / Award Information

Document Type: CT Department Code: CR Contract Number (i.e., 15-123): 22-325
Commencement Date: 5/15/22 Termination Date: 5/14/23 Prior Contract Number (Synergen/CMS): N/A
☒ **Expense Amount: \$** 150,226.27 ☐ **Revenue Amount: \$** _____

***Funding Source(s) required:** Pima County General Funds

Funding from General Fund? ☒ Yes ☐ No If Yes \$ 150,226.27 % 100

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ 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:  4.19.22

Deputy County Administrator Signature/Date:  14/ Apr 2022

County Administrator Signature/Date: _____
(Required for Board Agenda/Addendum Items)

Pima County Department of Community & Workforce Development

Project: Summer Youth Short-Term Work Experience and Basic Education

Contractor: Goodwill Industries of Southern Arizona, Inc.
1940 E. Silverlake Rd., Suite 405
Tucson, AZ 85713

Amount: \$150,226.27

Contract No.: CT-CR-22-325

Funding: Pima County General Funds

PROFESSIONAL SERVICES CONTRACT

1. Parties and Background.

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Goodwill Industries of Southern Arizona, Inc. ("Contractor").
- 1.2. Authority. County selected Contractor pursuant to and consistent with Board of Supervisors Policy D29.6.
- 1.3. Solicitation. County previously issued Solicitation No. RFP-CWD-YSY-2022-02 for certain services (the "Solicitation"). Requirements and specifications contained in the Solicitation, all documents included in the Solicitation, and any information and documentation submitted by Contractor in response to the Solicitation, are incorporated into this Contract by reference.
- 1.4. Contractor's Response. Contractor submitted the most advantageous response to the Solicitation.

2. Term.

- 2.1. Initial Term. The term of this Contract commences on May 15, 2022 and will terminate on May 14, 2023 ("Initial Term"). "Term," when used in this Contract, 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 Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. Extension Options. County may renew this Contract for up to four additional periods of up to one year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. Scope of Services. Contractor will provide County with the services described in **Exhibit A** (5 pages), at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no dates or times, then upon demand. The Services must comply with all requirements and specifications in the Solicitation.

4. Key Personnel. Contractor will employ suitably trained and skilled professional personnel to perform all consultant services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Contractor will obtain the approval of County. The key personnel include the following individuals:

Liz Gulick

5. Compensation and Payment.

- 5.1. Rates; Adjustment. County will pay Contractor at the amounts or rates in **Exhibit A** (5 pages). Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.
- 5.2. Maximum Payment Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$150,226.27. The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
- 5.3. Sales Taxes. The payment amounts or rates in **Exhibit A** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.
- 5.4. Timing of Invoices. Contractor will invoice County on a monthly basis unless a different billing period is included in **Exhibit A**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
- 5.5. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
- 5.6. Invoice Adjustments. County may, at any time during the Term and during the retention period in Section 22 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

6. Insurance. Contractor will procure and maintain at its own expense insurance policies (the "**Required Insurance**") satisfying the below requirements (the "**Insurance Requirements**") until all its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

- 6.1. Insurance Coverages and Limits: Contractor 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.
- 6.1.1. 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.

- 6.1.2. 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 Contract with minimum limits not less than \$1,000,000 Each Accident.
- 6.1.3. 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.
- 6.1.4. 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 contract.

6.2. Additional Coverage Requirements:

- 6.2.1. 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 Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
- 6.2.2. 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 Contractor.
- 6.2.3. 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 Contractor.
- 6.2.4. 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.
- 6.2.5. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).
- 6.2.6. Subcontractors: Contractor 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, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.3. Notice of Cancellation:

Contractor must notify County, within two business days of Contractor'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.

6.4. Verification of Coverage:

- 6.4.1. Contractor 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.
- 6.4.2. County may at any time require Contractor 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.
- 6.4.3. Contractor 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. Contractor 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.
- 6.4.4. All insurance certificates must be sent directly to the appropriate County Department.

6.5. 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 Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. **Indemnification.** To the fullest extent permitted by law, Contractor 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 Contractor or any of Contractor'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 Contractor 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 Contractor from and against any and all Claims. Contractor 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 Contract.

8. **Laws and Regulations.**

- 8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

9. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose 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 received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.
10. **Subcontractors.** Contractor is 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 Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates 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.
11. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
12. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor 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.
13. **Americans with Disabilities Act.** Contractor 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).
14. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
15. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, 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 is not an accord and satisfaction.
16. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
17. **Termination by County.**
 - 17.1. Without Cause. County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
 - 17.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.

17.3. **Non-Appropriation.** Notwithstanding any other provision in this Contract, County may terminate this Contract 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 Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

18. **Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal 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

Contractor:

President/CEO

Goodwill Industries of Southern Arizona, Inc.
1940 E. Silverlake Rd., Suite 405
Tucson, AZ 85713

19. **Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

20. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

21. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

22. **Books and Records.** Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

23. **Public Records.**

23.1. **Disclosure.** Pursuant to 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 award of this Contract, 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.

23.2. **Records Marked Confidential; Notice and Protective Order.** If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor 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.

24. Legal Arizona Workers Act Compliance.

- 24.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.
- 24.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 24.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor 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 Contractor.
- 24.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 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."*

25. Grant Compliance. Not Applicable.

26. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract 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.
27. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
28. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.
29. **Effective Date.** This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

SIGNATURE PAGE TO FOLLOW

PIMA COUNTY

CONTRACTOR

Sharon Bronson
Chair, Pima County Board of Supervisors

Date: _____

Authorized Signature

Elizabeth Gulick Co-President/CEO

Printed Name & Title

ATTEST:

Date: 4-11-22

Clerk of the Board Date

APPROVED AS TO CONTENT:

Daniel Sullivan, Director or designee
Community & Workforce Development

APPROVED AS TO FORM:

Deputy County Attorney

Neil Poston
Printed Name

Date: 4/6/2022

EXHIBIT A – SCOPE OF WORK

1.0 Program Overview. Youth and young adults will participate in following program:

- 1.1 Youth and young adults will participate in Short-term Work Experience ("STWX") with employers offering jobs that may lead to future self-sufficiency.
- 1.2 COVID-19 Restrictions:
 - 1.2.1 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.
 - 1.2.2 If Contractor's performance of the services, as set forth in this Agreement, must be modified or curtailed to comply with public health restrictions related to COVID-19, Contractor must immediately report the situation to County. County and Contractor will confer at least monthly to determine appropriate performance requirements and activities until services can be resumed in full.

2.0 Target Population. Eligible individuals ages 14 to 21 in Pima County.

- 2.1 Equitable inclusion of eligible In-school youth ("ISY") ages 14 to 21 in Pima County who are at risk of dropping out of school.
- 2.2 County will review employment demographics bi-annually to assess the utilization level of protected classes to ensure non-discrimination in all aspects of employment including recruitment, compensation, selection, training, promotion, benefits, and layoffs.

3.0 Program Goals.

- 3.1 Enhance the ability of participants in STWX summer employment to successfully enter into and participate in the workforce.
- 3.2 Improve prospects for future employability for all individuals receiving services under this Contract.
- 3.3 Assist in the economic development of Pima County by helping to develop a trained and productive labor force to meet the needs of employers.

4.0 Workforce Development Services – General.

- 4.1 Contractor must ensure that staff involved in job placement activities do not place a participant for employment:
 - 4.1.1 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
 - 4.1.2 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.
- 4.2 If Contractor's staff has relative(s) eligible for the services provided under this Contract, Contractor must ensure that the relative(s) apply for the services with another contracted agency.
- 4.3 Contractor will provide title(s), name(s), phone number(s), and email address(es) of the supervisors of personnel providing services pursuant to this Contract.

4.4 Grievances: Contractor will:

4.4.1 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:

4.4.1.1 Ineligibility determination;

4.4.1.2 Reduction in services;

4.4.1.3 Suspension or termination from program participation; or

4.4.1.4 Quality of service.

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

4.5 Contractor will ensure that staff:

4.5.1 Receive training to successfully perform the obligations set forth in this Contract. Training is available through federal, state and local sources;

4.5.2 Have written job descriptions consistent with Contractor's proposal for funding. Each job description must be acknowledged and signed by the individual and retained in that individual's personnel file;

4.5.3 Are familiar with Pima County ARIZONA@WORK policies, procedures and programs; and

4.5.4 Refuse remuneration of any kind from participants, participating employers, training vendors or any other person or entity.

5.0 Program Activities – Contractor.

5.1 **Level of Service.** Contractor will place individuals referred or approved by County in workplace or training opportunities as follows:

Date of Activity	Activity	Hours of Service Provided per Participant	Projected Number of Youth Served
May 15 through August 31	STWX	120	60

5.2 **Staffing.** Contractor will:

5.2.1 Provide staff at the following levels:

FTE	Title/Responsibility	Number Served	Location
One (1)	Workforce Coordinator ("WC")	STWX 30 participants in June STWX 30 participants in July	Contractor's facility

5.2.2 Provide all assigned staff set forth above with the support and guidance required to successfully perform the obligations set forth in this Contract.

5.2.3 Provide County with:

5.2.3.1 The names of all assigned staff;

5.2.3.2 A valid fingerprint clearance card for each staff person; and

5.2.3.3 Proof that each person's name was submitted to the Central Registry.

NOTE: If a current fingerprint clearance card and Central Registration proof is on file with County, additional documentation is not required.

5.3 STWX Program.

5.3.1 Worksite recruitment and development. WC(s) assigned by Contractor will:

- 5.3.1.1 Recruit businesses to provide appropriate, positive and meaningful work experience to participants.
- 5.3.1.2 For each business that agrees to participate ("worksite"):
 - 5.3.1.2.1 Obtain a **written job description** for each position to be filled by a Participant. Ensure the description complies with child labor laws and any other laws, policies and safety guidelines applicable to the participant's age.
 - 5.3.1.2.2 Execute a **Worksite Agreement** that commits the employer to:
 - 5.3.1.2.3 Supervise each Participant placed at the worksite at all times;
 - 5.3.1.2.4 Provide no less than one (1) supervisor for every four (4) Participants;
 - 5.3.1.2.5 Only assign tasks to a participant that are consistent with the job description provided;
 - 5.3.1.2.6 Adhere to child labor laws and any other laws, policies and safety guidelines applicable to the participant's age and the funding source requirements;
 - 5.3.1.2.7 Assume liability for any participant's injury or damage to participant's property that occurs at the worksite; and
 - 5.3.1.2.8 Ensure that work experience arrangements do not unfavorably impact current employees and do not impair existing contracts for services or collective bargaining agreements.
 - 5.3.1.2.9 Provide orientation for worksite supervisors that includes, at a minimum:
 - 5.3.1.2.10 A review of the Worksite Agreement;
 - 5.3.1.2.11 Job and worksite safety issues; and
 - 5.3.1.2.12 Child labor laws.
 - 5.3.1.2.13 Monitor worksites to ensure compliance with child labor laws, safety regulations and applicable employment policies.

5.3.2 Participant placement, training and performance – STWX. For each Participant in STWX, Contractor will:

- 5.3.2.1 Review participant's interests and abilities and determine appropriate job and worksite placement.
- 5.3.2.2 Review file and prepare an Individual Service Strategy ("ISS") (**Exhibit B-1**) and Assessment Tool (**Exhibit B-2**).
- 5.3.2.3 Provide orientation that covers, at a minimum:
 - 5.3.2.3.1 Attendance requirements;
 - 5.3.2.3.2 Timekeeping procedures;
 - 5.3.2.3.3 Work and training schedules;

- 5.3.2.3.4 Payroll schedules;
- 5.3.2.3.5 Program and performance expectations; and
- 5.3.2.3.6 Completion of necessary paperwork.
- 5.3.2.4 Ensure that Participant has had, or receives, training on, at a minimum, the following topics:
 - 5.3.2.4.1 Opportunities in the labor market;
 - 5.3.2.4.2 Completing a job application;
 - 5.3.2.4.3 Writing a résumé;
 - 5.3.2.4.4 Interview techniques;
 - 5.3.2.4.5 Making appropriate career decisions;
 - 5.3.2.4.6 Skills to keep a job; and
 - 5.3.2.4.7 Survival skills for successful daily living.
- 5.3.2.5 Visit each worksite and monitor performance at least weekly to ensure Participant is performing the duties outlined in the applicable job description.
- 5.3.2.6 Every other week, obtain evaluations from worksite supervisor of Participant's work-readiness and abilities to perform the duties and tasks set forth in the job description.
- 5.3.2.7 When a problem arises:
 - 5.3.2.7.1 Intervene and work with Participant and the worksite supervisors to help Participant maintain the job; and
 - 5.3.2.7.2 Take other appropriate action, including referring Participant to additional services.
- 5.3.2.8 If a Workforce Development Specialist ("WDS") referred the Participant:
 - 5.3.2.8.1 Notify WDS of milestone completions;
 - 5.3.2.8.2 Notify WDS if supportive services are needed for the Participant;
 - 5.3.2.8.3 Notify WDS of other problems, not associated with the worksite, arise;
 - 5.3.2.8.4 Discuss any disciplinary issues with WDS; and
 - 5.3.2.8.5 Refer back to WDS upon completion of, or dropping out from, the Program.
- 5.3.3 Participant remuneration. Contractor will pay each Participant for actual work experience at least the prevailing minimum wage plus required fringe benefits for each hour worked at the assigned worksite.

6.0 Program Activities – County. County will:

- 6.1 Recruit and determine eligibility of youth to participate in STWX;
- 6.2 Assess each Participant's education level; and
- 6.3 Refer Participants to available supportive services.

7.0 Outcomes.

- 7.1 Contractor will achieve the following outcomes:

Program	Youth Participants	
	Served	Completed
STWX	60	54

7.2 A STWX Participant is "completed" when the following levels of participation are met:

7.2.1 Work at least 90% of scheduled work hours; and

7.2.2 Attain at least 80% proficiency in work readiness skills set forth in **Exhibit B-3**.

8.0 Reporting. No later than the 15th of each month, Contractor will provide the following reports to County's Youth Program Manager:

8.1 Individual STWX Participant reports:

8.1.1 Completion results and completion certificates;

8.1.2 Outcome of pre- and post-testing for work readiness and basic skills; and

8.1.3 Participant's worksite agreement.

8.2 Summary Report. Report must include, but is not limited to:

8.2.1 Number of Participants enrolled in Work Experience ("WEX") including demographic breakdown as set forth in **Exhibit B-4** (attachment);

8.2.2 Number of students that completed STWX;

8.2.3 Worksites where STWX Participants were placed;

8.2.4 Types of work performed by STWX Participants;

8.2.5 Highlights of STWX program; and

8.2.6 Recommendations for program and service delivery improvement.

9.0 Budget.

9.1 Contractor will be paid on a cost reimbursement basis, will be as follows:

Program budget for May 15, 2022 through August 31, 2022

Budget Line Item	Amount allocated
Salary and Fringe (No overtime)	\$21,006.00
Travel	\$700.00
Equipment	-0-
Supplies	\$175.00
Space	-0-
Communication	\$175.00
Contractual	-0-
Other Operating	\$3,430.27
Subtotal	\$25,486.27
STWX participant payments (\$15.75/hour plus 10% fringe)	\$124,740.00
TOTAL	\$150,226.27

9.2 In the event that an end of year budget modification is necessary, the request to modify must be submitted forty-five (45) days prior the termination date of the Contract and approved prior to implementation.

9.3 Staff overtime is not authorized under this Contract and will not be reimbursed.

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 Workforce Development Specialist, agree to participate in the Pinellas 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 _____

BSS 10/20/06



Quality Jobs. Qualified Workers.

WIA Youth Program
Assessment Tool

YOUTH PARTICIPANT INTERIM ASSESSMENT TOOL

	1	2	3	4	5	Recommended Services / Interventions
	<div style="display: flex; justify-content: space-between; align-items: center;"> Less self-sufficient more self-sufficient </div>					
Basic Skills (one or more TABR 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"> • Linkage Center • Basic education: PPEP, SER, TUL, TYD, GOODP • Post-Secondary Partnership (PPP) school counseling for OSY • Literacy partners • Literacy Volunteers • ESL – SER • Tutoring: METRO M-F 10am to 4pm 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: GOODP, Goodwill, PPEP, SER, TUL, TYD • 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 • PPEP Life Skills class

	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"/>	<small>- Youthlink (COPD*, TUL, SER, PPEP, GW, TYD)</small> <small>- SDS</small> <small>- Career Exploration</small> <small>- PESCO</small> <small>- Workshop</small> <small>- PPP career interest</small> <small>- profile & portfolio</small> <small>- "My Next Move"</small> <small>- screening tool at</small> <small>- Metro/Goodwill</small> <small>- COPD*</small> <small>- Career Fair</small> <small>- Vendor Fair</small> <small>- Internships at various</small> <small>- work experience</small> <small>- programs</small>
Occupational Interests (may administer SDS)						
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"/>	<small>- SDS</small> <small>- Career Exploration</small> <small>- Workshop</small> <small>- COPD*</small> <small>- "My Next Move" screening tool for</small> <small>- engaging career alternatives</small>
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"/>	<small>- DES/WIC</small> <small>- Child & Family</small> <small>- Resources</small> <small>- Head Start</small> <small>- Teenage Parent Program</small> <small>- Parent Aid</small> <small>- Casa de los Ninos</small> <small>- TOPS</small> <small>- The Parent Connection</small> <small>- DES*</small>
Role Models	None <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Strong, positive role model / Frequent interaction <input type="checkbox"/>	<small>- Mentoring</small> <small>- Internship</small> <small>- Case management</small> <small>- staff COPD* TYD,</small> <small>- Goodwill, TUL, SER,</small> <small>- PPEP,</small> <small>Speaker:</small>

* 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 SIDS 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"> YMCA AHCCS/ACA/Public Program Fitness/Wellbeing Warrior 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 DES City/Section 8 Our Family Open Inn CCS - Morilac 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/ FPEP 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
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"> COOP* Toastmasters Mentor Leadership program Volunteer program COOP*
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/COOP* 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/COOP* 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"> COOP* Bus pass Set savings goal to improve transportation situation
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"> COOP* Teen checking/savings accounts Intensive budget with WDS/COOP* 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 DKA Linkages TAFE, accommodations Interpreter ASDB 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 Pinna County Public Libraries Summer Youth Basic Ed partner School-Year Basic Ed partner ACE Charter HS Las Artes PVIHS 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 office 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

Date ____/____/____

Staff Name

EXHIBIT B-3
SKILL ATTAINMENT RECORD- WORK READINESS EDUCATION SKILLS

PARTICIPANT'S NAME:				SOC.SEC.NO			REGISTRATION DATE:				
TRAINING SITE				TRAINING SITE (Skills 6-11)							
POINT OF DETERMINATION (Skills 1-5)				POINT OF DETERMINATION (Skills 6-11)							
				(1)							
SKILL	Name of Assessment	(2) Proficiency Requirement	Pre-Test Score	Date Goal Set in ISS	IN NEED OF TRAINING		(3) Training Provided	Post-Test Score	Date Goal Achieved	(4) Skill Attained	
					Yes	No				Yes	No
1. Making Career Decisions	EST	80%	%				IN CLASSROOM E.S.T.	%			
2. Using Labor Market Information	EST	80%	%				IN CLASSROOM E.S.T.	%			
3. Preparing Resumes	EST	80%	%				IN CLASSROOM E.S.T.	%			
4. Completing Application	EST	80%	%				IN CLASSROOM E.S.T.	%			
5. Interview/Writing Follow-Up Letters	EST	80%	%				IN CLASSROOM E.S.T.	%			
6. Maintaining Regular Attendance	EST	90%	P/N				WEX	%			
7. Being Consistently Punctual	EST	90%	P/N				WEX	%			
8. Exhibiting Appropriate Attitude/ Behaviors	EST	80%	P/N				WEX	%			
9. Presenting Appropriate Appearance	EST	80%	P/N				WEX	%			
10. Demonstrating Good Interpersonal Relations	EST	80%	P/N				WEX	%			
11. Completing Tasks Effectively	EST	80%	P/N				WEX	%			

TRAINING
TOTAL IN NEED OF
ATTAINED
TOTAL SKILLS

(Minimum 5 of 11 Core Skills needed for attainment of Youth Work Readiness Skill)

(100% Requirement)

(1) Enter the stage in the process where the pre-assessment was made (intake, assessment, orientation, etc.)

(2) Enter LWIA-approved level of achievement (benchmark) for each skill.

(3) Enter the program activity(ies) where training occurred.

LEVEL ATTAINED

(4) Participant must demonstrate proficiency at the required benchmark in all Work Readiness Skills.

EXHIBIT: B-4

[illegible]