



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: August 15, 2022

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Goodwill Industries of Southern Arizona, Inc.

**\*Project Title/Description:**

On-the-Job Training Program Administrator

**\*Purpose:**

Goodwill Industries of Southern Arizona, Inc., subrecipient, will provide on-the-job training for adults and dislocated workers. The On-the-Job Training Program Administrator will work with employers to place participants in on-the-job (OJT) training opportunities.

Attachment: Contract Number CT-CR-22-406

**\*Procurement Method:**

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

**\*Program Goals/Predicted Outcomes:**

A minimum of 25 participants will be placed in OJT positions which will provide up to 300 hours of hands-on experience for the contract year.

**\*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:**

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

**\*Retroactive:**

Yes, due to delays in processing this agreement. The negative impact of not approving this agreement is the subrecipient would not be able to provide on-the-job training for Pima County residents.

OK GMI  
AF 7/28/22

TO: COB 8-1-22 (b)  
vers: 1  
pgs: 23

Revised 5/2020

**Contract / Award Information**

Document Type: CT Department Code: CR Contract Number (i.e., 15-123): 22-406  
Commencement Date: 8/1/22 Termination Date: 6/30/24 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ Expense Amount: \$ 267,439.20 ☐ Revenue Amount: \$ \_\_\_\_\_

**\*Funding Source(s) required:** U.S. Department of Labor Workforce Innovation and Opportunity Act (WIOA), AZ Dept. of Economic Security

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] 7/26/2022

Deputy County Administrator Signature/Date: [Signature] 29 July 2022

County Administrator Signature/Date: [Signature] 7/29/2022  
(Required for Board Agenda/Addendum Items)

<b>Pima County Community &amp; Workforce Development</b>	
<b>Project:</b> On-the-Job Training Program Administrator	
<b>Subrecipient:</b> Goodwill Industries of Southern Arizona, Inc. 1940 E. Silverlake Rd., Suite 405 Tucson, AZ 85713	
<b>Amount:</b> \$267,439.20	
<b>Contract No.:</b> CT-CR-22-406	
<b>Funding:</b> U.S. Department of Labor (DOL) – Workforce Innovation and Opportunity Act (WIOA)	

<b>Contract Term:</b> August 1, 2022 through June 30, 2024			
<b>Unique Entity Identifier:</b> GHMPHYFX5LJ2		<b>SAM Registration Date:</b> 9/8/21	
<b>Research or Development:</b>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Federal or State Contract No.:</b> DI21-002286		<b>Award Date:</b> 2021	
<b>Required Match:</b>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Match Amount:</b>		0%	
<b>Indirect Cost Rate:</b> <input type="checkbox"/>		<input checked="" type="checkbox"/> NICR 17.39	
		<input type="checkbox"/> de minimis <input type="checkbox"/> None	
<b>Status of Agency:</b>		<input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor	

CFDA	Grant Program	Federal Funding	Pima County Award
17.258	U.S. Department of Labor /Arizona Department of Economic Security Workforce Innovation and Opportunity Act (WIOA)-Adult	\$854,649,000	\$2,932,167
17.278	WIOA-Dislocated Worker	\$1,322,912,000	\$3,701,237

### SUBAWARD AGREEMENT

#### 1. PARTIES AND AUTHORITY.

- 1.1. Parties. This Agreement is between Pima County, a body politic and corporate of the State of Arizona ("County") and Goodwill Industries of Southern Arizona, Inc. ("Subrecipient"), an Arizona non-profit corporation.
- 1.2. Authority. County is authorized by A.R.S. §§ 11-254.04, 11-251 (5) and 11-251 (17), to spend public monies to improve and enhance the economic welfare and health of the inhabitants of the County.
- 1.3. Subrecipient has an extensive record of implementing workforce development programs for both adults and dislocated workers, and is a long-time partner of County in offering County workforce development programs.

#### 2. TERM AND AMENDMENTS.

- 2.1. The term of this Agreement commences on August 1, 2022 and will terminate on June 30, 2024 (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 additional period of up to one 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 \$267,439.20 (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.
- 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 15<sup>th</sup> 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 Community & Workforce Development ("CWD") or designee has the sole discretion to grant changes between budget line items of no more than 15%. The change may not increase or decrease the maximum allocated amount. Subrecipient must submit a written request for the line item change on or before May 15<sup>th</sup>. 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 30 days following demand for reimbursement by County.
- 4.18. For the period of record retention required under Section 27 – Books and Records, County reserves the right to question any payment made under this Section 4 and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.

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

**5.1. Insurance Coverages and Limits:**

5.1.1. Commercial General Liability (CGL): Occurrence Form covering liability arising from premises, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate.

5.1.2. Business Automobile Liability: Coverage for 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 (WC) and Employers' Liability:

5.1.3.1. Workers' Compensation with Employers Liability limits of \$1,000,000 each accident and \$1,000,000 each employee – disease. Workers' Compensation statutory coverage is compulsory for employers of one or more employees.

5.1.3.2. Note: The Workers' Compensation requirement does not apply if Subrecipient is exempt under A.R.S. § 23-901, and has executed the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

**5.2. Additional Insurance Requirements:** The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

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. Insurer Financial Ratings: Coverage must be placed with insurers acceptable to County with A.M. Best rating of not less than A- VII, unless otherwise approved by County.

5.2.3. Additional Insured: The General Liability policy must be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Subrecipient. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

5.2.4. Waiver of Subrogation: The General Liability, Business Automobile Liability, and Workers' Compensation 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 Subrecipient.

5.2.5. Primary Insurance: The Required Insurance policies, with respect to any claims related to this Agreement, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of a 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.

**5.3. Verification of Coverage:**

- 5.3.1. Insurer or Broker of Subrecipient must evidence compliance with the Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include:
  - 5.3.1.1. The Pima County tracking number for this Agreement, which is shown on the first page of the Agreement, and a project description, in the body of the Certificate,
  - 5.3.1.2. A notation of policy deductibles or SIRs relating to the specific policy, and
  - 5.3.1.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its Agents.
- 5.3.2. Each Required Insurance policy and appropriate endorsements must be in effect not less than 15 days prior to commencement of work under this Agreement. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Agreement.
- 5.3.3. County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.
- 5.3.4. Cancellation Notice: Subrecipient's insurance policies and endorsements shall not be permitted to expire, be cancelled, suspended or materially changed from the agreed upon Insurance Requirements for any reason without 30 days advance written notice to County of the policy cancellation, suspension or material change. Subrecipient must provide written notice to County within two business days of receipt of notice. For cancellation of non-payment, Insurer is to provide County with written notice ten days prior to cancellation of policy.

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



## **7. LAWS AND REGULATIONS.**

- 7.1. Compliance with Laws; Changes. Subrecipient will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules, and regulations during the terms of this Agreement will apply, but do not require an amendment.
- 7.2. Licensing. Subrecipient warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.
- 7.3. Choice of Law; Venue. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement must be brought in a court of the State of Arizona in Pima County.
- 7.4. Use of Funds. Subrecipient warrants that funds provided for personnel employed in the administration of the activities funded under this Agreement will not be used for:
  - 7.4.1. Political activities;
  - 7.4.2. Inherently religious activities;
  - 7.4.3. Lobbying to influence the outcome of any election or the award of any federal contract, grant, loan or cooperative agreement (see Federal Standard Form LLL, "Disclosure of Lobbying Activities);
  - 7.4.4. Political patronage;
  - 7.4.5. Nepotism activities;
  - 7.4.6. Pursuant to P.L. 116-260, Division H, Section 503, no funds under this grant award may be used for (other than normal executive-legislative relationships) publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself;
  - 7.4.7. Activities in Activities in contravention of 5 U.S.C. 522a (the Privacy Act) or regulations implementing the Privacy Act;
  - 7.4.8. Prohibition on contracting with corporations with felony criminal convictions;
  - 7.4.9. Prohibition on contracting with corporations with unpaid tax liabilities;
  - 7.4.10. Prohibition on procuring goods obtained through child labor, P.L. 116-260, Division H, Title I, Section 103;
  - 7.4.11. Prohibition on providing federal funds to Association of Community Organizations for Reform Now (ACORN), P.L. 116-260, Division H, Title V, Section 521;
  - 7.4.12. No Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, or exchanging of pornography, P.L. 116-260, Division H, Title V, Section 520;
  - 7.4.13. Health benefits coverage for abortions, P.L. 116-260, Division H, Title V, Sections 506 and 507;
  - 7.4.14. Sterile needles or syringes, P.L. 116-260, Division H, Title V, Section 527;
  - 7.4.15. Promotion of drug legalization, P.L. 116-260, Division H, Title V, Section 509; or
  - 7.4.16. Salary and bonus, either as direct or indirect costs, at a rate in excess of Executive Level II, P.L. 116-260, Division H, Title I, Section 105.

- 7.5. Compliance with Federal Law, Rules and Regulations. Subrecipient will comply with the applicable provisions of:
- 7.5.1. Arizona Department of Economic Security ("ADES") Special Terms and Conditions;
  - 7.5.2. ADES Debt Collection and Audit Resolution 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. P.L. 116-260, Division H, Title V, Section 505 when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money;
  - 7.5.16. Strong encouragement to provide subcontract/subgrant opportunities to Historically Black Colleges and Universities (Executive Order 12928);
  - 7.5.17. Increasing Seat Belt Use in the United States (Executive Order 13043);
  - 7.5.18. Improving Access to Services for Persons with Limited English Proficiency (Executive Order 13166);
  - 7.5.19. Federal Leadership on Reducing Text Messages While Driving (Executive Order 13513);
  - 7.5.20. Ensuring the Future is Made in America by All of America's Workers (Executive Order 14005);
  - 7.5.21. Conflict of Interest, 24 CFR § 574.625; and
  - 7.5.22. 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 Agreement 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. CLEAN AIR ACT.** The Subrecipient agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**14. FEDERAL WATER POLLUTION CONTROL ACT.** The Subrecipient agrees to comply with all standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency (EPA) Regional Office. The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**15. DEBARMENT AND SUSPENSION.**

- 15.1. This Agreement is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Subrecipient is required to verify that none of Subrecipient's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935).
- 15.2. Subrecipient must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction Subrecipient enters into.
- 15.3. This certification is a material representation of fact relied upon by County. If it is later determined that Subrecipient did not comply with the requirements of 2 C.F.R. pt. 180, subpart C, and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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

- 17.1. The provisions of Section 108 [of the FLSA] (maximum hours worked) shall not apply for the period of 2 years after the occurrence of a major disaster to any employee:
  - 17.1.1. Employed to adjust or evaluate claims resulting from or relating to such major disaster, by an employer not engaged, directly or through an affiliate, in underwriting, selling, or marketing property, casualty, or liability insurance policies or contracts.
  - 17.1.2. Who receives from such employer an average weekly compensation of not less than \$591.00 per week or any minimum weekly amount established by the Secretary, which is greater, for the number of weeks such employee is engaged in any of the activities described in subparagraph 17.3.1, 17.3.2, 17.3.3, 17.3.4 and 17.3.5 [of the FLSA] whose duties include any of the following:
    - 17.1.2.1. Interviewing insured individuals, individuals who suffered injuries or other damages or losses arising from or relating to a disaster, witnesses, or physicians;
    - 17.1.2.2. Inspecting property damage or reviewing factual information to prepare damage estimates;
    - 17.1.2.3. Evaluating and making recommendations regarding coverage or compensability of claims or determining liability or value aspects of claims;
    - 17.1.2.4. Negotiating settlements; or
    - 17.1.2.5. Making recommendations regarding litigation.

17.2. The exemption in this subsection shall not affect the exemption provided by section 13(a)(1) [of the FLSA].

17.3. For purposes of this subsection:

17.3.1. The term "major disaster" means any disaster or catastrophe declared or designated by any State or Federal agency or department; and

17.3.2. The term "employee employed to adjust or evaluate claims resulting from or relating to such major disaster" means an individual who timely secured or secures a license required by applicable law to engage in and perform the activities described in paragraphs 17.3.1 through 17.3.5 [of the FLSA] relating to a major disaster, and is employed by an employer that maintains worker compensation insurance or protection for its employees, if required by applicable law, and withholds applicable Federal, State, and local income and payroll taxes from the wages, salaries, and any benefits of such employees; and the term "affiliate" means a company that, by reason of ownership or control of 25% or more of the outstanding share of any class of voting securities of one or more companies, directly or indirectly, controls, is controlled by, or is under common control with, another company.

18. **AUTHORITY TO CONTRACT.** Subrecipient warrants its right and power to enter into this Agreement. If any court or administrative agency determines that County does not have authority to enter into this Agreement, County will not be liable to Subrecipient or any third party by reason of such determination or by reason of this Agreement.

19. **FULL AND COMPLETE PERFORMANCE.** The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, will not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time will not be construed as an accord and satisfaction.

20. **CANCELLATION FOR CONFLICT OF INTEREST.** This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

21. **TERMINATION/SUSPENSION.**

21.1. Without Cause: County may terminate this Agreement at any time, without cause, by serving a written notice upon Subrecipient at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination.

21.2. With Cause: County or Subrecipient may terminate this Agreement at any time without advance notice and without further obligation if either party is in default of any provision of this Agreement.

21.3. Insufficient Funds: Notwithstanding paragraphs 21.1 and 21.2 above, if any state or federal grant monies used for payment or for performance under this Agreement are reduced or withdrawn, County will have the right to either reduce the services to be provided and the total dollar amount payable under this Agreement or terminate the Agreement. To the extent possible, County will endeavor to provide 15 days written notice of such reduction or termination. In the event of a reduction in the amount payable, County will not be liable to Subrecipient for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination to the extent that grant funds are available.

21.4. **Non-Appropriation:** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Agreement. In the event of such termination, County will have no further obligation to Subrecipient, other than for services rendered prior to termination.

21.5. **Suspension:** County reserves the right to suspend Subrecipient's performance and payments under this Agreement immediately upon notice delivered to Subrecipient's designated agent in order to investigate Subrecipient's activities and compliance with this Agreement. In the event of an investigation by County, Subrecipient will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within 45 days, whichever is sooner, Subrecipient will be notified in writing that the Agreement will be immediately terminated or that performance may be resumed.

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

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

23. **NON-EXCLUSIVE CONTRACT.** Subrecipient understands that this Agreement is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
24. **OTHER DOCUMENTS.** In entering into this Agreement, Subrecipient and County have relied upon 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.
25. **REMEDIES.** Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each will be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.
26. **SEVERABILITY.** Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.
27. **BOOKS AND RECORDS.** Subrecipient must keep and maintain proper and complete books, records and accounts, which must be open at all reasonable times for inspection and audit by duly authorized representatives of County. Subrecipient must retain all records relating to this agreement at least 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.

**28. AUDIT REQUIREMENTS.**

**28.1. Subrecipient will:**

- 28.1.1. Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200).
- 28.1.2. Establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement. The accounting must record all expenditures which are used to support invoices and requests for payment from County.
- 28.1.3. Establish and maintain accounting records which identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.
- 28.1.4. Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
- 28.1.5. Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.
- 28.1.6. Assure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six months of completion of the audit required pursuant to this Section 28, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings.
- 28.1.7. Pay all costs for any audit required or requested pursuant to this Section 28, unless the cost is allowable for payment with the grant funds provided pursuant to this Agreement under the appropriate federal or state grant law and the cost was specifically included in the Subrecipient grant budget approved by County.

28.2. If Subrecipient is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. § 10-3140, Subrecipient will comply with the applicable audit requirements in A.R.S. § 11-624, "Audit of Non-Profit Corporations Receiving County Monies." If Subrecipient meets or exceeds the single audit threshold set 2 CFR Part 200, Subrecipient will comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within 90 days following the end of Subrecipient's fiscal year.

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

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

**29. COPYRIGHT.** Neither, Subrecipient nor its officers, agents or employees will copyright any materials or products developed through contracted services provided or contracted expenditures made under this Agreement without prior written approval by County. Upon approval, County will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

**30. NO JOINT VENTURE.** It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between Subrecipient and any County employees, or between Subrecipient and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including

(without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

31. **NO THIRD-PARTY BENEFICIARIES.** Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
32. **PROPERTY OF THE COUNTY.** Subrecipient is not the agent of County for any purpose and will not purchase any materials, equipment or supplies on the credit of County. Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of County. Subrecipient is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Subrecipient will not use or release these materials without the prior written consent of County.
33. **DISPOSAL OF PROPERTY.** Termination of this Agreement will not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to this Agreement.
34. **COORDINATION WITH AWARDING AGENCY.** On matters relating to the administration of this Agreement, County will be Subrecipient's contact with all Federal, State and local agencies that provide funding for this Agreement. Subrecipient's contact in this regard will be: Michael Gates, 520-724-5063, [Michael.Gates@plma.gov](mailto:Michael.Gates@plma.gov).
35. **ACCOUNTABILITY.** To the greatest extent permissible by law, County, and any authorized federal, state or local agency, including, but not limited to, the State of Arizona, the U.S. Department Housing and Urban Development and the Comptroller of the United States will at all reasonable times have the right of access to Subrecipient's facility, books, documents, papers, or other records which are pertinent to this Agreement, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating Subrecipient's performance and Subrecipient's compliance with this Agreement. This provision must be included in all contracts between Subrecipient and its subcontractors providing goods or services pursuant to this Agreement. Subrecipient will be responsible for subcontractors' compliance with this provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with this provision.
36. **PUBLIC INFORMATION.**
  - 36.1. **Disclosure.** Pursuant to Arizona Public Records law, A.R.S. § 39-121 *et seq.*, and A.R.S. § 34-603(H) in the case of construction or architectural and engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in an award of this Agreement, including, but not limited to pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
  - 36.2. **Records Marked Confidential; Notice and Protective Order.** If Subrecipient reasonably believes that some of the records described in paragraph 36.1 above contain proprietary, trade-secret or otherwise-confidential information, Subrecipient must prominently mark those records "CONFIDENTIAL." In the event that a public records request is submitted to County for records marked "CONFIDENTIAL," County will notify Subrecipient of the request as soon as reasonably possible. County will release the records ten business days after the date of that notice unless Subrecipient has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.



- 37. ELIGIBILITY FOR PUBLIC BENEFITS.** Subrecipient will comply with applicable provisions of A.R.S. §§ 1-501 and 1-502 regarding public benefits, and any Federal sponsoring agency requirements, which are hereby incorporated as provisions of this Agreement.
- 38. ISRAEL BOYCOTT CERTIFICATION.** Pursuant to A.R.S. § 35-393.01, if Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, Subrecipient certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
- 39. LEGAL ARIZONA WORKERS ACT COMPLIANCE.**
- 39.1. Compliance with Immigration Laws.** Subrecipient hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Subrecipient's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Subrecipient will further ensure that each subcontractor who performs any work for Subrecipient under this agreement likewise complies with the State and Federal Immigration Laws.
- 39.2. Books and Records.** County has the right at any time to inspect the books and records of Subrecipient and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 39.3. Remedies for Breach of Warranty.** Any breach of Subrecipient's, or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this Section 39, is a material breach of this Agreement subjecting Subrecipient to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Subrecipient will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Subrecipient.
- 39.4. Subcontractors.** Subrecipient will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 39 by including a provision in each subcontract substantially in the following form:
- "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."*
- 40. ENTIRE AGREEMENT.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and supersedes all prior or contemporaneous agreements and understandings, oral or written. No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Agreement will affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreements are unofficial information and in no way binding upon County.

**Signature page to follow**



## **EXHIBIT A – SCOPE OF WORK**

### **1. PROGRAM OVERVIEW.**

- 1.1. The Workforce Innovation and Opportunity Act ("WIOA") Title 1-B provides grant funding to Pima County for eligible Adults and Dislocated Workers ("DW") to participate in special employment experiences that are subsidized under WIOA and are known as On-the-Job Training ("OJT"). OJT is a training opportunity for eligible participants to receive training directly from an employer and gain measurable skills needed for long-term employment. ARIZONA@WORK Pima County One Stop ("LWDA") utilizes a competitive process to select a subrecipient partner to work as part of the Business Services team to identify employers interested in using the OJT to recruit and train talent for their companies. Trainees are referred from the County WIOA Adult and DW caseload. Employers hire the trainee onto their payroll and are reimbursed up to an agreed-upon portion of up to 50% of the wages they pay to the trainee. Employers must commit to retaining the trainee, once the trainee has successfully completed the training period. Subrecipient will provide an OJT Training Program Administrator at Pima County ARIZONA@WORK Career Center System ("Pima County ARIZONA@WORK") facilities. Participants may be co-enroll in both WIOA and H-1B.
- 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. If Subrecipient's performance of the services, in this Agreement, must be modified or curtailed to comply with public health restrictions related to COVID-19, Subrecipient must immediately report the situation to County. County and Subrecipient will confer at least monthly to determine appropriate performance requirements and activities until services can be resumed in full.

### **2. PROGRAM GOALS.**

- 2.1. Prepare participants for current and projected demand occupations that offer wages that allow self-sufficiency or that have a clear career path leading to self-sufficiency.
- 2.2. Assist in the economic development of Pima County by helping to develop a trained and productive labor force that meets employer needs.
- 2.3. Coordinate workforce efforts through the LWDA by providing employment and training services authorized under the WIOA by working with County, mandated partners, and other contractors.

### **3. ON-THE-JOB TRAINING 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 referred participants.
  - 3.6.2. Prior to referral to the subrecipient, each WIOA participant will receive core and career services from the County One Stop including:
    - 3.6.2.1. Introduction session overview of all services provided by the Pima County One Stop and be assigned a Workforce Development Specialist (WDS).
    - 3.6.2.2. Attend an initial appointment with their assigned WDS and work with their assigned WDS on an ongoing basis to discuss employment and training options, assess barriers to training and employment, provide services to assist in removing barriers to training and employment if necessary, receive guidance and develop their Individual Career Plan (ICP) and Individual Service Strategy (ISS).
    - 3.6.2.3. Take a test for Adult Basic Education (TABE) to assess academic aptitude.
    - 3.6.2.4. Attend an employability skills workshop that will include career interest assessment, resume preparation, interviewing skills, etc.
  - 3.6.3. Provide contact information for Pima County ARIZONA@WORK personnel with whom Subrecipient's staff will interact.
  - 3.6.4. For Subrecipient personnel providing OJT services at a County facility, provide workspace, phone, computer, and office supplies.
4. **PROGRAM ADMINISTRATOR GENERAL REQUIREMENTS.** Subrecipient will:
  - 4.1. Assign one full-time (1.0 FTE) qualified personnel to provide One Stop OJT services at Pima County ARIZONA@WORK facilities.
  - 4.2. Ensure staff participate in One Stop 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. Subrecipient is required to develop OJT policies and procedures and submit them to Pima County Community & Workforce Development ("CWD") for review and approval within sixty days of award.
- 4.6. Ensure that staff:
  - 4.6.1. Are familiar and comply with federal program requirements and Pima County and ARIZONA@WORK policies, procedures and programs; and
  - 4.6.2. Refuse remuneration of any kind from participants, participating employers, training vendors or any other person or entity.
- 4.7. Ensure that staff providing services at a Pima County ARIZONA@WORK location:
  - 4.7.1. Work scheduled hours (personnel may not be assigned to work during hours that the county location is not open for business);
  - 4.7.2. The morning of an absence due to illness or necessary appointments, inform both Subrecipient and assigned County contact; and
  - 4.7.3. Notify County contact in advance of Subrecipient's meetings or other activities which will result in an absence from the Pima County ARIZONA@WORK location.
5. **PROGRAM ADMINISTRATOR ACTIVITIES ("PA").** The PA will:
  - 5.1. Meet with the Pima County ARIZONA@WORK Employer Relations team weekly.
  - 5.2. Inform the Employer Relations Team of any job leads received.
  - 5.3. Contact each employer referred by the Employer Relations Team within two working days to determine willingness to participate in the OJT program. Within five working days of the contact, inform referral source of employer willingness and types of OJT positions which may be available.
  - 5.4. Contact each participant referred from Pima County ARIZONA@WORK Case Managers, Job Developers, and Adult and Dislocated Worker Specialist Services (individually "referral source") within two working days.
  - 5.5. Contact the referral source to discuss the referred participant and potential OJT opportunities no more than three working days after initial contact with the participant.
  - 5.6. Prior to contacting a participant, review participant's file to:
    - 5.6.1. Verify eligibility for funding source;
    - 5.6.2. Ensure an "employment plan" has been developed with the "participant and WDS. This plan must be signed by both the participant and the WDS;
    - 5.6.3. Ensure that the "employment plan" addresses barriers to success; and
    - 5.6.4. Determine if participant's employment goal is appropriate.
  - 5.7. Interview each participant to update ICP and ISS and determine the appropriateness of referral to the OJT Program.
  - 5.8. Identify each participant's needs for supportive services and counseling to reduce barriers to job success.
  - 5.9. If a participant does not meet OJT Program requirements, return participant to referral source for clients with a written explanation of the reason for return.
  - 5.10. Contact a minimum of three (3) potential employers each week on behalf of each participant until participant is placed into an OJT opportunity and:
  - 5.11. Obtain relevant job descriptions;

- 5.12. Discuss participant's training and skill development needs that could be met through OJT placement with the employer; and
  - 5.13. Explain the potential employers' businesses, benefits, industry, and philosophy to the participant.
  - 5.14. Develop and enter into a contract with each employer providing OJT which:
  - 5.15. Outlines training to be provided and benchmarks to be met;
  - 5.16. Specifies the start and end dates for each participant;
  - 5.17. Specifies the starting and ending wages for each participant; and
  - 5.18. Is signed by the Contractor's Director or designee, the employer and the participant.
  - 5.19. Ensure employer is reimbursed within five (5) working days of receipt of invoice or notify employer to resolve any problems with an invoice.
  - 5.20. Follow WIOA guidelines in writing and monitoring each OJT contract.
  - 5.21. Submit training certificate to referral source for each person that completes OJT.
  - 5.22. Document enrollments, completions, and activity changes in the database(s) required by the funding source(s) being used by the participant within twenty-four (24) hours of the event's occurrence.
  - 5.23. Follow-up with the participant and employer monthly to determine success of placement.
  - 5.24. Perform Business Outreach and secure worksite locations and agreements, obtain job description and associated training curriculum.
  - 5.25. Work collaboratively with the employer to develop a pre and post assessment for which to measure participant progress and skill attainment.
  - 5.26. Evaluate, counsel and place One Stop clients into appropriate job skills training, activities, and job opportunities.
  - 5.27. At the end or within the month of the end of OJT assignment, require from employer a post-assessment, measuring level of ability, mastery, of the same job-related duties/tasks as the pre-assessment. This assessment, or a copy of it, is to be given to the participant's assigned WDS before or at the time of completion of the participant's OJT assignment. A post-assessment indicating satisfactory progress, as defined by employer (or an employee appointed by the employer) will be utilized by OJT participant's WDS to satisfy the Measurable Skill Gains ("MSG") WIOA performance measure.
  - 5.28. General. Each PA will assist with special projects. In the event that the special project will result in a change in the Outcomes set forth 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 (WIB), Adults and Dislocated Workers who reside in Pima County and meet eligibility requirements for available funding.
  7. **OUTCOMES.**
    - 7.1. Subrecipient will meet the following annual service levels:
      - 7.1.1. A minimum of 25 participants per year will be placed in OJT positions which will provide up to 300 hours of hands-on experience for the contract year.
      - 7.1.2. Target wage at placement: \$17.00 per hour or greater.

8. BUDGET.

8.1 For services provided August 1, 2022 through June 30, 2023, County will pay Subrecipient as follows:

August 1, 2022 – June 30, 2023			
Budget Line Item	Projected WIOA Adults	Projected WIOA Dislocated Workers	AMOUNT ALLOCATED
<b>Operating Budget</b>			
Salary and ERE (No overtime)	\$37,614.72	\$25,076.48	\$62,691.20
Staff Development	\$0.00	\$0.00	\$0.00
Travel	\$1,785.60	\$1,190.40	\$2,976.00
Equipment	\$0.00	\$0.00	\$0
Supplies	\$0.00	\$0.00	\$0
Communications	\$432.00	\$288.00	\$720.00
Indirect rate 17.39%	\$6,541.20	\$4,360.80	\$10,902
<b>Total Operating Budget</b>	<b>\$46,373.52</b>	<b>\$30,915.68</b>	<b>\$77,289.20</b>
<b>Other Allocation(s) - OJT Contracts</b>			
Participant Wages	\$25,500.00	\$17,000.00	\$42,500.00
Participant FICA & Workers Comp	\$2,358.24	\$1,572.16	\$3,930.40
Participant Supplies	\$6,000.00	\$4,000.00	\$10,000.00
<b>Total Other Allocation(s) Budget</b>	<b>\$33,858.24</b>	<b>\$22,572.16</b>	<b>\$56,430.40</b>
<b>TOTAL BUDGET</b>	<b>\$80,231.76</b>	<b>\$53,487.84</b>	<b>\$133,719.60</b>

8.2 For services provided July 1, 2023 through June 30, 2024 County will pay Subrecipient as follows:

June 1, 2023 – June 30, 2024			
Budget Line Item	Projected WIOA Adults	Projected WIOA Dislocated Workers	AMOUNT ALLOCATED
<b>Operating Budget</b>			
Salary and ERE (No overtime)	\$37,614.72	\$25,076.48	\$62,691.20
Staff Development	\$0.00	\$0.00	\$0.00
Travel	\$1,785.60	\$1,190.40	\$2,976.00
Equipment	\$0.00	\$0.00	\$0
Supplies	\$0.00	\$0.00	\$0
Communications	\$432.00	\$288.00	\$720.00
Indirect rate 17.39%	\$6,541.20	\$4,360.80	\$10,902
<b>Total Operating Budget</b>	<b>\$46,373.52</b>	<b>\$30,915.68</b>	<b>\$77,289.20</b>
<b>Other Allocation(s) - OJT Contracts</b>			
Participant Wages	\$25,500.00	\$17,000.00	\$42,500.00
Participant FICA & Workers Comp	\$2,358.24	\$1,572.16	\$3,930.40
Participant Supplies	\$6,000.00	\$4,000.00	\$10,000.00
<b>Total Other Allocation(s) Budget</b>	<b>\$33,858.24</b>	<b>\$22,572.16</b>	<b>\$56,430.40</b>
<b>TOTAL BUDGET</b>	<b>\$80,231.76</b>	<b>\$53,487.84</b>	<b>\$133,719.60</b>

**9. REPORTS.**

9.1. Monthly Reports 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 placed into permanent employment;
- 9.1.1.6. Number exited; and
- 9.1.1.7. Average wage at placement.

9.1.2. Monthly Participant Reports. Year-to-date information for each participant which includes:

- 9.1.2.1. Participant name;
- 9.1.2.2. Employer;
- 9.1.2.3. Funding source(s);
- 9.1.2.4. OJT start and end date; and
- 9.1.2.5. Wages.

9.2. Financial Closeout Reports. Subrecipient will complete and submit the following:

- 9.2.1. Preliminary Financial Closeout Report, no later than no later than January 15 following the end of the program year.
- 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**



# EXHIBIT B

## PIMA COUNTY ONE-STOP CONTRACTOR REPORTING

Bill to Pima County - this form is to be used for submitting all billings to Pima County One Stop  
Invoice for the month of 2022-2023

SEND INVOICE TO THE ATTN: Pima County Kito Service Center  
2787 E. Agave Way  
Tucson, AZ 85713  
Attention: G&R For M&S Terms

AGENCY: Goodwill Industries of Southern Arizona, Inc.  
INVOICE IS: 1940 E. Silver Lake, Suite 401  
FOR: Tucson, AZ 85713

Agency Contract No: CT 22-406  
Invoice #: CT22-406

Date: \_\_\_\_\_

### APPROVED BUDGET & BILLING DETAILS

APPROVED BUDGET	August Bill of Amt	September Bill of Amt	October Bill of Amt	November Bill of Amt	December Bill of Amt	January Bill of Amt	February Bill of Amt	March Bill of Amt	April Bill of Amt	May Bill of Amt	June Bill of Amt	YTD TOTALS	BALANCE AVAILABLE	CENT MONTH ACCRUALS
Salary & fringe (No Overhead)														
Travel														
Equipment														
Supplies														
Contractual fees														
Other Operating (indirect rate 12.5%)														
Partials and things														
Partials P&A & Markers Comp														
Partials and Supplies														

REIMBURSABLE EXPENDITURES BY FUNDING SOURCE					HOURS PER STAFF PERSON LOCATED AT ONE STOP BY FUNDING SOURCE FOR EXPENDITURE REPORT									
LINE ITEM	WFOA AMT	WFOA DWT	TOTALS	Employee Name	WFOA AMT	WFOA DWT	TOTALS	WFOA AMT	WFOA DWT	TOTALS	WFOA AMT	WFOA DWT	TOTALS	TOTALS
Salary & fringe (No Overhead)														0.00
Travel														0.00
Equipment														0.00
Supplies														0.00
Contractual fees														0.00
Other Operating (indirect rate 12.5%)														0.00
Partials and things														0.00
Partials P&A & Markers Comp														0.00
Partials and Supplies														0.00
REIMBURSABLE TOTALS														0.00

\* Reimbursement amounts are an estimate only and may be used, but are not final.

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 \_\_\_\_\_

END OF EXHIBIT B