



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: May 2, 2017

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Southern Arizona Veterans (VA) Health Care System, Department of Housing and Urban Development Veterans Affairs Supportive Housing (HUD-VASH)

Project Title/Description:

Co-location of services at Pima County Kino Veterans' Workforce Center. This is a no-cost Memorandum of Understanding between Pima County One-Stop Veterans Career Services Center and Southern Arizona VA Health Care System.

Purpose:

The Pima County Kino Veterans' Workforce Center provides job training and employment services for eligible veterans and direct access to other veteran representatives. Providing co-location services to Southern Arizona VA Health Care System allows HUD-VASH homeless veteran clients to utilize appropriate counseling, job search, job development, and job placement interventions and establishes the employer and community linkages essential to the development of employment opportunities.

Procurement Method:

N/A

Program Goals/Predicted Outcomes:

Provide vocational development/employment services that meet individual needs, promote recovery from substance abuse, mental illness and homelessness and enhance independence and community integration.

Public Benefit:

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:

N/A

Retroactive:

Yes, received signed Memorandum of Understanding from VA on 3/27/17; then needed to change their status to active in the county's vendor registration database.

APR 24 17 PM 10 43 PCD/KDF/PH

To: COB - 4.24.17 (1)
Ver. - 1
pgs. - 9
Addendum

Procure Dept 04/21/17 PM0352

Original Information

Document Type: CTN Department Code: CS Contract Number (i.e.,15-123): 17-190
Effective Date: 3/1/17 Termination Date: 3/31/18 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$ 0.00 ☐ Revenue Amount: \$ 0.00
Funding Source(s): N/A

Cost to Pima County General Fund: N/A

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Rise Hart

Department: Community Services Telephone: 724-5723

Department Director Signature/Date: *Liam M. Lopez, designee* 4-20-17

Deputy County Administrator Signature/Date: *[Signature]* 4-20-17

County Administrator Signature/Date: *C. R. [Signature]* 4/21/17
(Required for Board Agenda/Addendum Items)

**PIMA COUNTY DEPARTMENT OF Community
Services, Employment and Training (Kino
Veterans One-Stop Workforce Career Center)**

PROJECT: Co-location of services at Kino Veterans'
Workforce Center

AGENCY: Southern Arizona VA Health Care
System
HUD-VASH Department
4-116 G
3601 S 6th Avenue
Tucson, AZ 85723
(520) 629-1821

AMOUNT: NO COST (\$0.00)

FUNDING: N/A

CONTRACT

NO. CTN-CS-17-190

AMENDMENT NO. _____

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

(STAMP HERE)

Memorandum of Understanding (No Cost)

THIS Memorandum of Understanding ("MOU") is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and HUD-VASH (Vocational Development/Employment Specialist VDS/ES) of the Southern Arizona VA Health Care System (Tucson, AZ), a division of the health care system of the United State Department of Veterans' Affairs ("Agency").

RECITALS

- A. The purpose of the HUD-VASH VDS/ES in the Mental Health Care Line of the Southern Arizona VA Health Care System is to promote optimal occupational functioning of HUD-VASH homeless veteran clients by utilizing appropriate counseling, job search, job development, and job placement interventions and establish the employer and community linkages essential to the development of employment opportunities for clients.
- B. The goal of HUD-VASH VDS/ES are to provide vocational development/employment services that meet individual needs, promote recovery from substance abuse, mental illness and homelessness and enhance independence and community integration.
- C. Pima County One-Stop Kino Veterans Career Services Center provides job training and employment services for eligible Veterans. One-Stop is a recipient of funding from the Workforce Investment Act, Homeless Veterans Reintegration Project Grant, and from the US Department of Labor a Veterans Workforce Investment Program Grant.
- D. This MOU provides the opportunity for both organizations to provide and assist veterans with employment and training services.
- E. Pima County, through the Community Services, Employment and Training Department. ("CSET") operates the Pima County Kino Veterans' Workforce Center located at 2801 E. Ajo Way ("the Veterans Center").

- F. The Veterans Center provides training, benefits and employment services to help military veterans and advocates and encourages local employers to hire veterans.
- G. The Veterans Center provides veterans with direct access to representatives of the U.S. Departments of Labor, Defense and Veterans Affairs; the Arizona Departments of Veterans Services and Economic Security; Pima Community College; Community Partnership of Southern Arizona and Rally Point; CODAC/Comin' Home; Tucson Veterans Serving Veterans; Salvation Army; Old Pueblo Community Services; Primavera Foundation; the Arizona Veterans Commission; and SER Jobs for Progress.
- H. The Pima County Board of Supervisors has determined that it is in the best interests of the inhabitants of Pima County to ensure that county residents who are military veterans have easy access to reliable information regarding military veterans' training and employment opportunities and up-to-date information about veterans' benefits.
- I. The County finds that access to veteran services is an important to the residents of the County.

NOW, THEREFORE, the parties hereto agree as follows:

1.0 TERM AND EXTENSIONS

- 1.1 This agreement, as awarded by the Procurement Director, will commence on March 1, 2017 and will terminate on March 31, 2018, unless sooner terminated or further extended pursuant to the provisions of this agreement. The parties may renew this agreement for up to four (4) additional one-year periods or any portion thereof.
- 1.2 Any modification, or extension of the termination date, must be by formal written amendment executed by the parties hereto.
- 1.3 Amendments to the MOU must be approved by the Procurement Director.

2.0 SCOPE OF SERVICES

- 2.1 In order to offer easy access to veterans services, County will:
- 2.1.1 Provide space for Agency operations at the Veterans Center as follows:
- 2.1.1.1 Single furnished office space including a desk and chairs for two (2) Agency U.S. Department of Housing and Urban Development -- Veterans Affairs Supportive Housing ("HUD-VASH") Vocational Development/Employment Specialists (individually or collectively "Agency staff") to conduct employment services to HUD-VASH Veterans.
- 2.1.1.2 Two (2) computers and Wi-Fi access to allow electronic access to employment sites and other resource sites supporting Veterans' employment services.
- 2.1.2 Provide access to a shared printer/copy/scan machine for Agency operations.
- 2.1.3 Request attendance of Agency staff at team meetings, when County determines necessary.
- 2.1.4 Ensure Agency staff have current versions, at all times, of the following:
- 2.1.4.1 Scope of services offered at the Veterans Center;
- 2.1.4.2 Veterans Center's and other co-located entities' program guideline information; and
- 2.1.4.3 Any other information that will promote the coordination of services being provided to Veterans Center clients.

2.2 In consideration for the space and amenities provided by County, Agency will:

- 2.2.1 Provide two (2) HUD-VASH Vocational Development/Employment Specialists to be co-located at the Veterans Center.
- 2.2.2 Be responsible for paying Agency staff salary or wages, fringe benefits and worker's compensation insurance.
- 2.2.3 Be responsible for the supervision of the Agency staff located at the Veterans Center.
- 2.2.4 Conduct Agency operations only during regular Veterans Center business hours, unless approved in advance by the Veterans Center Program Coordinator.
- 2.2.5 Provide the Veterans Center Program Coordinator with:
 - 2.2.5.1 Agency's hours of operation at the Veterans Center;
 - 2.2.5.2 Contact information for the Agency staff working at the Veterans Center; and
 - 2.2.5.3 Notice of anticipated staff absences.
- 2.2.6 Provide vocational development and employment services to HUD-VASH homeless veteran clients entering the Veterans Center.
- 2.2.7 Participate in Veterans Center Community-wide events.
- 2.2.8 Participate in Veterans Center team meetings.
- 2.2.9 Ensure Veterans Center staff have current versions, at all times, of the following:
 - 2.2.9.1 Scope of Agency services;
 - 2.2.9.2 Agency's general program guidelines; and
 - 2.2.9.3 Any other information that will promote the coordination of services being provided to Veterans Center clients.
- 2.2.10 Ensure that Agency staff working at the Veterans Center adhere to all office protocols and procedures established by Pima County.
- 2.2.11 Confidentiality of Records. The Parties acknowledge that information collected from clients is generally confidential. In order to coordinate services, the Parties may share client information only if the Veterans Center client has provided informed consent in writing to the sharing of client information.

3.0 COMPENSATION AND PAYMENT

Neither party will pay the other for the services set forth herein.

4.0 INSURANCE

- 4.1 Agency shall maintain commercial general liability – occurrence form, automobile liability, and worker's compensation and employer's liability insurance, or be self-insured, in amounts sufficient to cover any claims, whether or not due to negligence, which may arise in the performance of the activities set forth in this IGA.
- 4.2 Additional Insurance Requirements: The policies must contain, or be endorsed to contain, the following provisions:
 - 4.2.1 Pima County, wherever additional insured status is required, will be covered to the full limits of liability purchased by Agency, even if those limits of liability are in excess of those required by this Agreement.

- 4.2.2 Agency's insurance coverage will be primary insurance and non-contributory with respect to all other available sources.
 - 4.2.3 Coverage provided by the Agency will not be limited to the liability assumed under the indemnification provisions of this Agreement.
 - 4.2.4 The Project Name/Agreement Number and project description must be noted on the Certificate of Insurance.
- 4.3 Notice of Cancellation: Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Pima County. Such notice must be sent directly to the Department Director, Community Development and Neighborhood Conservation, 2797 E. Ajo Way, Tucson, AZ 85713 by certified mail, return receipt requested.
- 4.4 Approval and Modifications: Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this MOU, as deemed necessary. Such action will not require a formal agreement amendment but may be made by administrative action.

5.0 INDEMNIFICATION

Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

6.0 COMPLIANCE WITH LAWS

Agency must comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this MOU. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this MOU, and any disputes hereunder. Any action relating to this MOU will be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this MOU will apply, but do not require an amendment.

7.0 INDEPENDENT CONTRACTOR

The status of the Agency will be that of an independent contractor. Neither Agency, nor Agency's officers, agents or employees will be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. Agency will be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this MOU and will indemnify and hold County harmless from any and all liability which County may incur because of Agency's failure to pay such taxes. Agency will be solely responsible for program development and operation.

8.0 SUBCONTRACTOR

Agency will not hire subcontractor(s) to provide the services specified in this MOU.

9.0 ASSIGNMENT

Agency will not assign its rights to this MOU, in whole or in part, without prior written approval of the County. Approval may be withheld at the sole discretion of County.

10.0 NON-DISCRIMINATION

- 10.1 Agency agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors.
- 10.2 During the performance of this MOU, Agency 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.

11.0 AMERICANS WITH DISABILITIES ACT

Agency must comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

12.0 AUTHORITY TO CONTRACT

Agency warrants its right and power to enter into this MOU. If any court or administrative agency determines that County does not have authority to enter into this MOU, County will not be liable to Agency or any third party by reason of such determination or by reason of this MOU.

13.0 FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this MOU 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.

14.0 CANCELLATION FOR CONFLICT OF INTEREST

This MOU is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this MOU by reference.

15.0 TERMINATION

- 15.1 Either Party may terminate this MOU at any time by providing fifteen (15) days written notice. In the event of such termination, the Parties will have no further obligations to one another.
- 15.2 This MOU may be terminated at any time without advance notice and without further obligation to the County when the Agency is found by County to be in default of any provision of this MOU.
- 15.3 Notwithstanding any other provision in this MOU, this MOU 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 MOU. In the event of such termination, County will have no further obligation to Agency, other than to pay for services rendered prior to termination.

16.0 NOTICE

- 16.1 The Parties will give written notice of changes to the following:
 - 16.1.1 Change of address of business office;
 - 16.1.2 Change of telephone number;
 - 16.1.3 Changes in the name and/or address of the person to whom notices are to be sent; or

16.1.4 Changes in personnel assigned to provide services under this MOU.

16.2 Any notice required or permitted to be given under this MOU must be in writing and must be served by personal delivery or by certified mail upon the other party as follows:

COUNTY:

Director
Pima County Community Services,
Employment and Training
2797 E. Ajo Way
Tucson, AZ 85713

AGENCY:

Southern Arizona VA Health Care System
HUD-VASH Department
4-116 G
3601 South 6th Avenue
Tucson, AZ 85723

17.0 NON-EXCLUSIVE AGREEMENT

Agency understands that this MOU is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

18.0 REMEDIES

Either party may pursue any remedies provided by law for the breach of this MOU. 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 MOU.

19.0 SEVERABILITY

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

20.0 PUBLIC INFORMATION

- 20.1 Pursuant to Arizona Public Records law, A.R.S. § 39-121 *et seq.*, documents submitted by Agency to County may be considered public records and may be subject to release to any member of the public. Records subject to release may include, but are not limited to: pricing, product or program specifications, work plans, and any supporting data.
- 20.2 In the event that County receives a public records request pursuant to A.R.S. § 39-121 *et seq.* for documents Agency submitted to County, County will notify Agency on the same day the request is made or as soon as possible thereafter.
- 20.3 County will release Agency's records ten (10) business days after the date of notice to Agency, unless Agency has secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release will not be counted in the time calculation.
- 20.4 County will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records submitted to County by Agency nor will County be in any way financially responsible for any costs associated with securing such an order.

21.0 LEGAL ARIZONA WORKERS ACT COMPLIANCE

- 21.1 Agency hereby warrants that it will at all times during the term of this MOU comply with all federal immigration laws applicable to Agency's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Agency will further ensure that each subcontractor who performs any work for Agency under this MOU likewise complies with the State and Federal Immigration Laws.

- 21.2 County will have the right at any time to inspect the books and records of Agency and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 21.3 Any breach of Agency's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, will be deemed to be a material breach of this MOU subjecting Agency to penalties up to and including suspension or termination of this MOU. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Agency 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.
- 21.4 Agency will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article 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."

- 21.5 Any additional costs attributable directly or indirectly to remedial action under this Section will be the responsibility of Agency. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Agency's approved construction or critical milestones schedule, such period of delay will be deemed excusable delay for which Agency will be entitled to an extension of time, but not costs.

22.0 DISPUTE RESOLUTION

In the event of any dispute, the Agency Director or designee and Pima County Community Services Employment and Training Director and/or Veterans Center Program Coordinator, or designee, will immediately attempt to resolve the dispute prior to taking formal action.

23.0 NO JOINT VENTURE

It is not intended by this MOU to, and nothing contained in this MOU will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any Agency employees, or between Agency and any County employees. Neither party will 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.

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**PIMA COUNTY DEPARTMENT OF Community Services, Employment and Training
(Kino Veterans One-Stop Workforce Career Center)**

Co-location of services at Kino Veterans' Workforce Center

Southern Arizona VA Health Care System

Memorandum of Understanding (No Cost)

Page 8 – SIGNATURES continued

PIMA COUNTY

Chair, Board of Supervisors

Date: _____

ATTEST

Clerk, Board of Supervisors

DATE

24.0 ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.


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

PIMA COUNTY

N/A
Procurement Director

Date

AGENCY

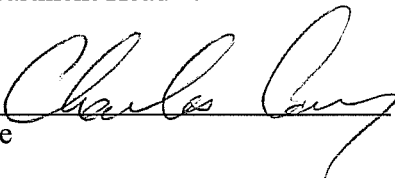


Agency Director

3-27-17
Date

APPROVED AS TO CONTENT

4/13/17
Department Head


Date

APPROVED AS TO FORM


Karen S. Friar, Deputy County Attorney