



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: December 4, 2018

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

SER—Jobs for Progress of Southern Arizona, Inc.

***Project Title/Description:**

Youth - Workforce Development Services.

***Purpose:**

Contractor will provide work experience with employers offering jobs that may lead to career pathways; or English as a Second Language (ESL) in reading, writing, math and/or science to bolster a desire to return to school. The ESL program will improve prospects for future employability and self-sufficiency for youth participating in the program.

Attachment: Contract Number CT-CS-19-254

***Procurement Method:**

RFP-CSET-YSY-2016-02 per Pima County Board of Supervisors Policy D29.6 - Selection and Contracting of Professional Services.

***Program Goals/Predicted Outcomes:**

Contractor will serve up to 82 total youth in the Workforce Development Services Program.

Work Experience Program

Provide subsidized employment opportunities to 40 youth in work experience.

Participant will:

- 1) Successfully complete at least 95% of scheduled work hours; and
- 2) Attain at least 80% proficiency in work readiness skills.

ESL Program

Provide ESL education to 42 youth.

Participant will:

- 1) Attend 90% of scheduled classes;
- 2) Average a grade level increase of at least one-half; and
- 3) Attain at least 80% proficiency in work readiness skills.

***Public Benefit:**

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

***Metrics Available to Measure Performance:**

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

***Retroactive:**

No.

TO: COB 11-13-18 (1)

vers.: 1 pgs.: 30

Contract / Award Information

Document Type: CT Department Code: CS Contract Number (i.e., 15-123): 19-254
Effective Date: 1/1/19 Termination Date: 12/31/19 Prior Contract Number (Synergen/CMS): _____
☒ **Expense Amount: \$*** 156,194.81 ☐ Revenue Amount: \$ _____

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

Funding from General Fund? ☒ Yes ☐ No If Yes \$ _____ % 100

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

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

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

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

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Effective 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): _____

Effective 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 Services Telephone: 724-5723

Department Director Signature/Date: [Signature]

Deputy County Administrator Signature/Date: [Signature] 11/9/2018

County Administrator Signature/Date: [Signature] 11/11/18
(Required for Board Agenda/Addendum Items)

**PIMA COUNTY COMMUNITY SERVICES,
EMPLOYMENT AND TRAINING DEPARTMENT
PROFESSIONAL SERVICES CONTRACT**

Program Name: Youth – Workforce Development Services

Contractor: SER—Jobs for Progress of Southern Arizona, Inc.
40 West 28th Street
Tucson, AZ 85713

DUNS: 964816636

SAM Registration Date: 3/20/18

Program Description: Workforce development services to prepare
participants for the workforce

Contract Term: January 1, 2019 through December 31, 2019

Contract Amount: \$156,194.81

Funding: Pima County General Funds

CONTRACT

NO. CT-CS-19-254

AMENDMENT NO. _____

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

This Contract is made by and between Pima County ("County"), a body politic and corporate of the State of Arizona and SER—Jobs for Progress of Southern Arizona, Inc. ("Contractor"), a non-profit corporation authorized to do business in the State of Arizona.

RECITALS

- A. County operates a workforce development program at Pima County ARIZONA@WORK (an American Job Center, formerly the Pima County One Stop).
- B. Pursuant to A.R.S. §§ 11-1041 and 11-1042 County may appropriate monies and take all actions necessary to establish, operate, maintain, and coordinate youth employment programs and training programs for at-risk youth.
- C. Pursuant to A.R.S. § 11-254.04, County may appropriate and spend public monies for and in connection with activities that the County Board of Supervisors finds and determines will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of County inhabitants.
- D. Pima County, through the Community Services Employment and Training Department, issued Request for Proposals No. RFP-CSET-YSY-2016-02 ("the RFP") for workforce development services for youth.
- E. Contractor submitted a response to the RFP that is advantageous to County.
- F. The Pima County Board of Supervisors finds that Contractor has specialized training and expertise in providing workforce development services for youth.
- G. The Pima County Board of Supervisors finds that entering into this Contract is in the best interests of the residents of Pima County.

NOW, THEREFORE, the parties agree as set forth on the following pages:

1.0 TERM AND EXTENSIONS

- 1.1. Original Term. This Contract will commence on January 1, 2019 and will terminate on December 31, 2019 (the "Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised Extension Options.
- 1.2. Extension Options. County may renew this Contract for up to two (2) additional periods of up to one (1) year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.
- 1.3. This Contract may be modified, amended, altered or extended only by written amendment signed by the parties. County must approve any amendment to the Contract before Contractor commences services under the amendment.

2.0 SCOPE OF SERVICES

- 2.1. Contractor will:
 - 2.1.1. Provide the County with the services described in the attached **Exhibit A**.
 - 2.1.2. Employ suitably trained and skilled personnel to perform all services under this Contract.
 - 2.1.3. Perform its duties:
 - 2.1.3.1. In a humane and respectful manner and in accordance with any applicable professional standards; and
 - 2.1.3.2. To the satisfaction of the County.
 - 2.1.4. Obtain and maintain all applicable licenses, permits and authority required for its performance under this Contract.
- 2.2. Unless otherwise provided for herein, the personnel delivering Contract services will:
 - 2.2.1. Be employees or volunteers of the Contractor;
 - 2.2.2. Satisfy any qualifications set forth in this Contract; and
 - 2.2.3. Be covered by personnel policies and practices of Contractor.
- 2.3. Contractor certifies that no individual or agent has been employed or retained to solicit or secure this Contract for commission, percentage, brokerage or contingent fee except a bona fide employee whose job duties include securing business.
- 2.4. No program funded under this Contract may impair existing contracts 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.
- 2.5. No activities performed under this Contract 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. **Contractor must prohibit displacement in all Worksite Agreements.**
- 2.6. Confidentiality. Contractor:
 - 2.6.1. Understands and acknowledges that client and applicant files and information collected pursuant to the terms of this Contract are private and the use or disclosure of such information, when not directly connected with the administration of County's or Contractor's responsibilities with respect to services provided under this Contract is prohibited, unless written consent is obtained from the individual or, in the case of a minor, from the responsible parent or guardian.
 - 2.6.2. Will provide access to client and applicant files only to persons properly authorized to view and utilize the information to perform the services set forth in this Contract.

- 2.6.3. Will observe and abide by all applicable State statutes and regulations regarding use or disclosure of information including, but not limited to, information concerning applicants for and recipients of services.

3.0 COMPENSATION AND PAYMENT

- 3.1. In consideration for the services specified in **Exhibit A** of this Contract, County agrees to pay Contractor an amount **not-to-exceed \$156,194.81** ("the Maximum Allocated Amount").
- 3.2. Payments will be made from Pima County General Funds.
- 3.3. **Unexpended funds will not be carried over into another fiscal year.**
- 3.4. **Contractor must submit a request for reimbursement every month that participants are receiving services**, even if no funds are being requested for the prior month. Requests for reimbursement are due as follows:

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

- 3.5. Each monthly Request for Reimbursement must:
- 3.5.1. Reference this contract number.
- 3.5.2. Be approved and signed by the person(s) that prepared the request and an authorized manager, supervisor or executive of the Contractor to insure proper internal financial controls.
- 3.5.3. Be for services and costs identified in **Exhibit A**.
- 3.5.4. Be accompanied by documentation which must include, but is not limited to:
- 3.5.4.1. A summary report of monthly expenditures by expense categories as shown in the approved budget in **Exhibit A**.
- 3.5.4.2. Copies of invoices, receipts and/or checks (front and back) to support all purchases of goods or services.
- 3.5.4.3. If reimbursement is authorized for travel, detailed travel reports to support all travel expenses.
- 3.5.4.4. Any other documentation requested by County.
- 3.5.5. If reimbursement is authorized for personnel costs, be accompanied, at a minimum by the following documentation for each pay period:
- 3.5.5.1. Time sheets or other records, signed by the employee and the employee's immediate supervisor with direct knowledge of employee's efforts for this Contract, that specify:
- 3.5.5.1.1. Hours worked on the contract;
- 3.5.5.1.2. Total hours worked on the contract;
- 3.5.5.1.3. Days worked; and
- 3.5.5.1.4. Hours worked each day.
- 3.5.5.2. 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**.
- 3.5.6. Be only for participants determined eligible by County.
- 3.6. **Contractor must utilize funds available under this Contract to supplement rather than supplant funds otherwise available.** Contractor may not bill the County for costs which are paid by another

source. Contractor must notify County within ten (10) days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Contract.

- 3.7. If each request for payment includes adequate and accurate documentation, County will generally pay Contractor within thirty (30) days from the date of invoice. Contractor should budget their cash needs accordingly.
- 3.8. **No payments will be made to Contractor until all of the following conditions are met:**
 - 3.8.1. Contractor has completed and submitted a W-9 Taxpayer Identification Number form;
 - 3.8.2. Contractor has registered as a Pima County Vendor at the following web address -- <https://secure.pima.gov/procurement/vramp/login.aspx>;
 - 3.8.3. This Contract is fully executed; and
 - 3.8.4. Adequate and accurate documentation is provided with the request for payment or invoice.
- 3.9. **REQUEST FOR FINAL PAYMENT** for compensation earned and/or eligible costs incurred must be submitted to the County within **fifteen (15) working days after the end of the contract term** on invoices that meet the requirements set forth in Paragraph 3.5 above.
- 3.10. Contractor will report to the County:
 - 3.10.1. Accrued expenditures; and
 - 3.10.2. All other fiscal resources applied to expenses incurred in providing services under this Contract.
- 3.11. County may, at its sole discretion:
 - 3.11.1. Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.
 - 3.11.2. Liquidate funds available under this Contract for costs incurred by County on behalf of Contractor.
 - 3.11.3. **Deny full payment** for requests for reimbursement that are submitted to County after the date set forth in Paragraph 3.4. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
- 3.12. Pursuant to A.R.S. § 11-622, **County will deny reimbursement completely** for requests for payment made later than six (6) months after the last item of the account accrues.
- 3.13. Changes between budget line items. Changes between budget line items of no more than 15% may be granted by and at the sole discretion of the Director of Community Services Employment and Training ("CSET") or designee. The following provisions apply:
 - 3.13.1. The change may not increase or decrease the maximum allocated amount.
 - 3.13.2. Agency must submit a written request for the line item change on or before May 15 of the contract year. The written request must contain a detailed explanation of:
 - 3.13.2.1. The reason the change is necessary; and
 - 3.13.2.2. How the specified purpose, program(s), metrics, or outcomes set forth in this Contract will continue to be met, despite the requested change.
 - 3.13.3. 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 Agency prior to submitting the written request for a budget line item change.
 - 3.13.4. If the Director of CSET 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 set forth in the written approval.**

- 3.14. Any change that increases or decreases the maximum allocate amount or that changes the Scope of Work in any way will require a contract amendment. **Such change will not be effective, nor will compensation under the change be provided, until the contract amendment is fully executed by both parties.**
- 3.15. Goods and services provided in excess of the budgeted line item or the maximum allocated amount without prior authorization as set forth in paragraphs 3.13 and 3.14 above will be at Agency's own risk.
- 3.16. For the period of record retention required under Section 21.0 - Books and Records, County reserves the right to question any payment made to Contractor and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

4.0 INSURANCE

- 4.1. Contractor 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 Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

4.2. Insurance Coverages and Limits:

- 4.2.1. 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.
- 4.2.2. Business Automobile Liability: Coverage for any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.
- 4.2.3. Workers' Compensation (WC) and Employers' Liability:
- 4.2.3.1. 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.
- 4.2.3.2. Note: The Workers' Compensation requirement does not apply if Contractor is exempt under A.R.S. § 23-901, and has executed the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

4.3. Additional Coverage Requirements:

- 4.3.1. Insurer Financial Ratings: Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.
- 4.3.2. 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 Contractor. The full policy limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements.
- 4.3.3. Wavier of Subrogation: Commercial General Liability and Workers' Compensation coverages must each contain a waiver of subrogation in favor of County and its Agents for losses arising from work performed by or on behalf of the Contractor.

- 4.3.4. Primary Insurance: The Required Insurance policies, with respect to any claims related to this Contract, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR).
- 4.3.5. Subcontractors: Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

4.4. **Verification of Coverage:**

- 4.4.1. Insurer or Broker of Contractor 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:
 - 4.4.1.1. The Pima County tracking number for this Contract, which is shown on the first page of the Contract, and a project description, in the body of the Certificate,
 - 4.4.1.2. A notation of policy deductibles or SIRs relating to the specific policy, and
 - 4.4.1.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its Agents.
- 4.4.2. Each Required Insurance policy and appropriate endorsements must be in effect not less than fifteen (15) days prior to commencement of work under this Contract. A renewal certificate must be provided to County not less than fifteen (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 Contract.
- 4.4.3. County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.
- 4.4.4. Cancellation Notice: Contractor'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 thirty (30) days advance written notice to the County of the policy cancellation, suspension or material change. Contractor must provide written notice to County within two (2) business days of receipt of notice. For cancellation of non-payment, Insurer is to provide County with written notice ten (10) days prior to cancellation of policy.

4.5. **Approval and Modifications:**

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. 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, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

5.0 INDEMNIFICATION

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of

Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

6.0 LAWS AND REGULATIONS

- 6.1. Compliance with Laws; Changes. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. Any changes in the governing laws, rules, and regulations during the terms of this Contract will apply, but do not require an amendment.
- 6.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 6.3. Choice of Law; Venue. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract must be brought in a court of the State of Arizona in Pima County.
- 6.4. Fingerprinting. Contractor will comply with applicable provisions of A.R.S. §§ 8-804, 36-594.01, 36-3008, 41-1964, and 46-141, which are hereby incorporated as provisions of this Contract.
- 6.5. Child labor. Contractor will comply with applicable provisions of A.R.S. § 23-230 *et seq.*, which are hereby incorporated as provisions of this Contract.

7.0 INDEPENDENT CONTRACTOR

- 7.1. Contractor 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.
- 7.2. Contractor is responsible for paying all federal, state and local taxes on the compensation by Contractor under this Contract 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.
- 7.3. Contractor will be solely responsible for its program development, operation, and performance.

8.0 SUBCONTRACTOR

- 8.1. Except as provided in Paragraph 8.2, Contractor will not enter into any subcontracts for any services to be performed under this Contract without County's prior written approval of the subcontract. Contractor must follow all applicable federal, state, and local rules and regulations for obtaining subcontractor services.
- 8.2. Prior written approval is not required for the purchase of supplies that are necessary and incidental to Contractor's performance under this Contract.
- 8.3. Contractor 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 Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract will create any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
- 8.4. Contractor must include the provisions set forth in Section 3.0 in all contracts between Contractor and its subcontractors providing goods or services pursuant to this Contract. Contractor 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.

9.0 ASSIGNMENT

Contractor cannot assign its rights or obligations under this Contract, in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.

10.0 NON-DISCRIMINATION

- 10.1. Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow down of all provisions and requirements to any subcontractors.
- 10.2. During the performance of this contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

11.0 AMERICANS WITH DISABILITIES ACT

- 11.1. Contractor will 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.
- 11.2. If Contractor is carrying out a government program or services on behalf of County, then Contractor will maintain accessibility to the program to the same extent and degree that would be required by the County under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Contract.

12.0 AUTHORITY TO CONTRACT

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

13.0 FULL AND COMPLETE PERFORMANCE

The failure of either party to insist, in one or more instances, upon the other party's full and complete performance under this Contract, or to take any action based on the other party's failure to fully and completely perform, is not 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 is not an accord and satisfaction.

14.0 CANCELLATION FOR CONFLICT OF INTEREST

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

15.0 TERMINATION BY COUNTY

- 15.1. Without Cause: County may terminate this Contract at any time, without cause, by serving a written notice upon Contractor at least thirty (30) days before the effective date of the termination. In the event of such termination, the County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
- 15.2. With Cause: County may terminate this Contract at any time without advance notice and without further obligation to County finds Contractor to be in default of any provision of this Contract.
- 15.3. Non-Appropriation: Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such

termination, County will have no further obligation to Contractor, other than for services rendered prior to termination.

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

16.0 NOTICE

- 16.1. Contractor will give written notice of any change of corporate or entity status as promptly as possible and, in any event, within fifteen (15) days after the change is effective. A change in corporate or entity status includes, but is not limited to, change from unincorporated to incorporated status and vice versa and any suspension or termination of corporate status based on failure to comply with all applicable federal, state, and local reporting requirements.
- 16.2. Any notice required or permitted to be given under this Contract must be in writing and served by personal delivery or by certified mail upon the other party as follows:

County:

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

Contractor:

Director
SER-Jobs for Progress of Southern Arizona, Inc.
40 West 28th Street
Tucson, AZ 85713

17.0 NON-EXCLUSIVE CONTRACT

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

18.0 OTHER DOCUMENTS

In entering into this Contract, Contractor and County have relied upon information provided in the Pima County Solicitation **RFP-CSET-YSY-2016-02** (including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, Contractor's Proposal and on other information and documents submitted by the Contractor in its' response to said Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract.

19.0 REMEDIES

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

20.0 SEVERABILITY

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

21.0 BOOKS AND RECORDS

- 21.1. Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County.

- 21.2. Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation as concluded.

22.0 COPYRIGHT

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

23.0 AUDIT REQUIREMENTS

If Contractor is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. § 10-3140, Contractor will comply with the applicable audit requirements set forth in A.R.S. § 11-624, "Audit of Non-Profit Corporations Receiving County Monies."

24.0 PROPERTY OF THE COUNTY

- 24.1. Contractor is not the agent of County for any purpose and will not purchase any materials, equipment or supplies on the credit of the County.
- 24.2. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the County. The Contract is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else, nor will Contractor use or release these materials without the prior written consent of the County.

25.0 DISPOSAL OF PROPERTY

Termination will not relieve any party from liabilities or costs already incurred under this Contractor nor affect any ownership of property pursuant to this Contract.

26.0 PUBLIC RECORDS

- 26.1. 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 Contract, including, but not limited to pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 26.2. Records Marked Confidential; Notice and Protective Order.
- 26.2.1. If Contractor reasonably believes that some of the records described in paragraph 26.1 above contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL."
- 26.2.2. In the event that a public records request is submitted to County for records marked "CONFIDENTIAL," County will notify Contractor of the request as soon as reasonably possible.
- 26.2.3. County will release the records ten (10) business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

- 27.0 COORDINATION** On matters relating to the administration of this Contract, County will be Contractor's contact with all federal, state and local agencies that provide funding for this Agreement. Contractor's contact in this regarding will be:

28.0 ELIGIBILITY FOR PUBLIC BENEFITS

Contractor will comply with applicable provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, which are hereby incorporated as provisions of this Contract to the extent such provisions are applicable.

29.0 LEGAL ARIZONA WORKERS ACT COMPLIANCE

- 29.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.
- 29.2. Books and Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 29.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this Section 29.0, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.
- 29.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 29.0 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."

30.0 NO THIRD PARTY BENEFICIARIES

Nothing in the provisions of this Contract is intended to create duties or obligations to or rights in third parties not parties to this Contract or affect the legal liability of either party to the Contract by imposing any standard of care different from the standard of care imposed by law.

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31.0 ENTIRE AGREEMENT

- 31.1. 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.
- 31.2. No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Contract will affect or modify any of the terms or obligations contained in any documents comprising this Contract. Any such verbal agreements are unofficial information and in no way binding upon County.

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

PIMA COUNTY

CONTRACTOR

Chairman, Board of Supervisors

Date: _____

Authorized Officer Signature

ERNEST UREIAS
Printed Name & Title

ATTEST

Date: 8 Nov 2018

Clerk, Board of Supervisors Date

APPROVED AS TO CONTENT:

Director, Community Services, Employment
& Training

APPROVED AS TO FORM

Karen S. Friar, Deputy County Attorney

SCOPE OF WORK**1.0 PROGRAM OVERVIEW.**

- 1.1. Youth and young adults will participate in one of the following programs:
 - 1.1.1. Work experience ("WEX") with employers offering jobs that may lead to future self-sufficiency;
or
 - 1.1.2. English as a Second Language ("ESL") in reading, writing, math and science.
- 1.2. Unless otherwise specified herein, participation in programs and activities financially assisted in whole or in part by this Contract must be open to citizens of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the U.S. Attorney General to work in the United States.

2.0 TARGET POPULATION.

- 2.1. In-school youth ("ISY"), ages fourteen to twenty-one (14-21); and
- 2.2. Out-of-school youth ("OSY"), ages sixteen to twenty-four (16-24), not eligible for Workforce Innovation and Opportunity Act ("WIOA") funds.

3.0 PROGRAM GOALS.

- 3.1. Enhance the ability of youth participating in WEX to successfully enter into and participate in the workforce.
- 3.2. Help ensure academic success and graduation from high school of students performing below grade level or lacking credits needed to graduate.
- 3.3. Improve prospects for future employability for all youth receiving services under this Contract.
- 3.4. Assist in the economic development of Pima County by helping to develop a trained and productive labor force to meet the needs of employers.

4.0 WORKFORCE DEVELOPMENT SERVICES – GENERAL.

- 4.1. Contractor must ensure that staff involved in job placement activities do not place a participant for employment:
 - 4.1.1. On the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or as a place for religious worship; or
 - 4.1.2. In activities that are not covered under the Occupational Safety and Health Act of 1970, participants are not required or permitted to work, be trained, or receive services in buildings or surroundings under which working conditions are unsanitary, hazardous or dangerous to the participants' health or safety.
- 4.2. If Contractor's staff has relative(s) eligible for the services provided under this Contract, Contractor must ensure that the relative(s) apply for the services with another contracted agency.
- 4.3. Contractor will provide title(s), name(s), phone number(s), and email address(es) of the supervisors of personnel providing services pursuant to this Contract.
- 4.4. Grievances: Contractor will:
 - 4.4.1. Have and follow a written grievance process to provide all applicants and participants with the opportunity for a fair hearing to redress grievances arising from the delivery of contracted services, including, but not limited to:

- 4.4.1.1. Ineligibility determination;
- 4.4.1.2. Reduction in services;
- 4.4.1.3. Suspension or termination from program participation; or
- 4.4.1.4. Quality of service.
- 4.4.2. Ensure that all applicants and participants are advised of their right to present any grievances to County or to the State.
- 4.5. Contractor will ensure that staff:
 - 4.5.1. Receive training to successfully perform the obligations set forth in this Contract. Training is available through federal, state and local sources.
 - 4.5.2. Have written job descriptions consistent with Contractor's proposal for funding. Each job description must be acknowledged and signed by the individual and retained in that individual's personnel file.
 - 4.5.3. Ensure that staff providing services at a Pima County ARIZONA@WORK location:
 - 4.5.3.1. Work scheduled hours (personnel may not be assigned to work during hours that the county location is not open for business);
 - 4.5.3.2. Inform both Contractor and assigned County contact the morning of an absence due to illness or necessary appointments; and
 - 4.5.3.3. Notify County contact in advance of any meetings or other activities of Contractor which will result in an absence from the Pima County ARIZONA@WORK location.
 - 4.5.4. Are familiar with Pima County ARIZONA@WORK policies, procedures and programs.
 - 4.5.5. Refuse remuneration of any kind from participants, participating employers, training vendors or any other person or entity.

5.0 PROGRAM ACTIVITIES – CONTRACTOR

- 5.1. Level of Service. Contractor will serve youth referred or approved by County as follows:

Activity	Date of Activity	Youth Category	Hours of Service Provided per Participant	Maximum Number of Youth Served
WEX	January 1 through May 31	ISY	140 hours of work experience	40
ESL	January 1 through May 31	ISY	100 hours of classroom instruction	30
		OSY	360 hours of classroom instruction	12
TOTAL				82

- 5.2. Staffing. Contractor will:

- 5.2.1. Provide staff at the following levels:

FTE	Title/Responsibility	Number Served	Location
One (1)	Workforce Coordinator ("WC")	For every forty (40) WEX participants	Contractor's facility
One (1)	ESL Instructor	For every fifteen (15) ESL participants	Various locations

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

5.2.3. Provide County with:

- 5.2.3.1. The names of all assigned staff assigned to provide services pursuant to this Contract;
- 5.2.3.2. A valid fingerprint clearance card for each staff person; and
- 5.2.3.3. Proof that each person's name was submitted to the Central Registry.

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

5.3. Participant placement, training and performance – For all youth receiving services pursuant to this Contract, Contractor will:

5.3.1. Provide orientation that covers, at a minimum:

- 5.3.1.1. Attendance requirements;
- 5.3.1.2. Timekeeping procedures;
- 5.3.1.3. Work or class schedules;
- 5.3.1.4. Payroll schedules;
- 5.3.1.5. Program and performance expectations; and
- 5.3.1.6. Completion of necessary paperwork.

5.3.2. If applicable, work with the referring Workforce Development Specialist ("WDS") to review and update Participant's Individual Service Strategy ("ISS") (**Exhibit B-1**) or Assessment Tool (**Exhibit B-2**) and determine appropriate job and worksite placement.

5.3.3. At least once each week, visit worksite and monitor Participant's performance of duties outlined in the Participant's job description.

5.3.4. Every other week, obtain an evaluation from the worksite supervisor on work readiness and abilities to perform the tasks and duties outlined in the Participant's job description.

5.3.5. Ensure and document that each youth entering the assigned program is on schedule to graduate or obtain a GED.

5.3.6. If the participant was referred by a WDS:

- 5.3.6.1. Notify WDS of milestone completions.
- 5.3.6.2. Refer back to WDS upon completion of, or dropping out from, the Program.

5.3.7. When problems arise:

- 5.3.7.1. Intervene and work with the Participant and the worksite supervisor to help the Participant stay in the job;
- 5.3.7.2. If a WDS referred the Participant:
 - 5.3.7.2.1. Notify WDS if supportive services are needed for the Participant;
 - 5.3.7.2.2. Notify WDS of other problems, not associated with the worksite, arise; and
 - 5.3.7.2.3. Discuss any disciplinary issues with WDS.

5.4. **WEX Program**. For each youth accepted to participate ("WEX Participant"), Contractor will:

5.4.1. Review file and prepare an ISS or Assessment Tool to insure that WEX Participant has had, or receives, training on, at a minimum, the following topics:

- 5.4.1.1. Opportunities in the labor market;
- 5.4.1.2. Completing a job application;

- 5.4.1.3. Writing a résumé;
 - 5.4.1.4. Interview techniques;
 - 5.4.1.5. Making appropriate career decisions;
 - 5.4.1.6. Skills to keep a job; and
 - 5.4.1.7. Survival skills for successful daily living.
- 5.4.2. Worksite recruitment and development.
- 5.4.2.1. Identify worksites that will provide appropriate work opportunities for youth and ensure that each worksite is qualified to provide training and work experience to the Participant(s).
 - 5.4.2.2. Ensure that each worksite that agrees to participate in the WEX Program:
 - 5.4.2.2.1. Does not use WEX Participant to replace or do the work of employees who have been laid off; and
 - 5.4.2.2.2. Focuses on increasing the WEX Participant's work-readiness skills.
 - 5.4.2.3. Provide orientation for worksite supervisors. Orientation must include, but is not limited to:
 - 5.4.2.3.1. Review of the Worksite Agreement;
 - 5.4.2.3.2. Job and worksite safety issues; and
 - 5.4.2.3.3. Child labor laws.
 - 5.4.2.4. Monitor worksites to ensure compliance with child labor laws, safety regulations and applicable employment policies.
 - 5.4.2.5. Administer WEX Participants' payroll to ensure that all are paid at least the prevailing minimum wage in an accurate and timely manner and that required payroll taxes are timely paid.
 - 5.4.2.6. Maintain WEX Participant files, including all information required in **Section 7.0 – OUTCOMES.**
- 5.4.3. Worksite Agreements.
- 5.4.3.1. Execute a **Worksite Agreement** that commits the worksite to:
 - 5.4.3.1.1. Supervise each WEX Participant at all times;
 - 5.4.3.1.2. Provide no less than one (1) supervisor for every four (4) Participants;
 - 5.4.3.1.3. Assign only tasks consistent with the job description provided for the WEX Participant;
 - 5.4.3.1.4. Adhere to child labor laws and any other laws, policies and safety guidelines applicable to the WEX Participant's age;
 - 5.4.3.1.5. Assume liability for any injury to WEX Participant or any damage to WEX Participant's property that occurs at the worksite; and
 - 5.4.3.1.6. Ensure that work experience arrangements do not unfavorably impact current employees and do not impair existing contracts for services or collective bargaining agreements.
- 5.4.4. Obtain a **written job description** for each position to be filled by a WEX Participant that complies with child labor laws and any other laws, policies and safety guidelines to the WEX Participant's age and the funding source requirements.

5.4.5. WEX Participant remuneration: Contractor will pay each WEX Participant for actual work experience at least the prevailing minimum wage plus required fringe for each hour worked at the assigned worksite.

5.5. **ESL PROGRAM** – For each Limited English Proficient (“LEP”) youth accepted to participate in the ESL Program (“LEP Participant”), the Contractor will:

5.5.1. Provide ESL instruction, to LEP Participants whose TABE scores show performance below two grade-levels or who lack credits needed to graduate, focusing primarily on reading, writing, math and science.

5.5.2. Review file and prepare an Individual Service Strategy (“ISS”) (**Exhibit B-1**) and Assessment Tool (**Exhibit B-2**).

5.5.3. Review academic performance and, based on identified needs, provide:

5.5.3.1. Employability skills as set forth in **Exhibit B-3** and

5.5.3.2. Instruction required to attain language proficiency in the academic areas set forth in paragraph 5.5.1 above.

5.5.4. Document the academic or credit deficiency and academic gain or credit attainment (if any) obtained during the program in the LEP Participant’s file.

5.5.5. LEP Participant remuneration: Contractor will pay each LEP Participant a stipend for education activities, not to exceed minimum wage for each full hour of ESL Program attendance.

6.0 PROGRAM ACTIVITIES – COUNTY. County will:

6.1. Recruit and determine youths’ eligibility to participate in WEX or ESL;

6.2. Assess each WEX and LEP Participant’s education level;

6.3. Refer WEX and LEP Participants to available supportive services; and

6.4. For Contractor personnel providing WEX or ESL services at a County facility, provide workspace, phone, computer and office supplies.

7.0 OUTCOMES. Contractor will achieve the following outcomes:

7.1. WEX:

7.1.1. Work at least 95% of scheduled work hours; and

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

7.2. ESL:

7.2.1. Attend at least 90% of the scheduled classes;

7.2.2. Gain one-half grade (1/2) level as measured by pre- and post-program assessment using the TABE; and

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

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8.0 REPORTING. No later than June 15, 2019, Contractor will provide the following reports to County's Youth Program Manager:

8.1. Individual Participant Reports:

8.1.1. WEX Participants.

- 8.1.1.1. Completion results and completion certificates;
- 8.1.1.2. Outcome of the pre- and post-testing for work readiness and basic skills; and
- 8.1.1.3. Participant's worksite agreement.

8.1.2. ESL Participants.

- 8.1.2.1. Enrollment and attendance records; and
- 8.1.2.2. Pre- and Post- TABE results.

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

- 8.2.1. Number of Participants enrolled in WEX and ESL Instruction;
- 8.2.2. Number of Participants that completed WEX and ESL Instruction;
- 8.2.3. Worksites where WEX Participants were placed;
- 8.2.4. Types of work performed by WEX Participants;
- 8.2.5. Highlights of WEX and ESL Instruction Programs; and
- 8.2.6. Recommendations for program and service delivery improvement.

9.0 BUDGET.

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

Budget Line Item	Amount allocated for January 1, 2019 through May 31, 2019
Operating Budget	
Salary and Fringe (No overtime)	\$47,824.90
Staff Development	-0-
Travel	\$2,083.92
Equipment	\$38.49
Supplies	\$2,465.75
Space	\$4,418.58
Communication	\$40.58
Other Operating	\$1,575.79
Total Operating Budget	\$58,448.01
Other Allocation(s)	
Work Experience for Youth	\$68,406.80
Stipends for ESL	\$29,340.00
Total Other Allocation(s)	\$97,746.80
TOTAL	\$156,194.81

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

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

END OF EXHIBIT A

**PIMA COUNTY ONE-STOP CAREER CENTER
YOUTH SERVICES
INDIVIDUAL SERVICE STRATEGY (ISS)**

BACKGROUND INFORMATION		
Participant Name:	Phone Number:	Date of Enrollment:
Address:	City/State/Zip Code:	Birth date:
Case Manager:		
Educational History		
Attending School: <input type="checkbox"/> YES <input type="checkbox"/> NO	Current Grade Level/#of Credits:	Name of School:
Dropped Out of School: <input type="checkbox"/> YES <input type="checkbox"/> NO	Highest Grade Completed/# of Credits:	Last School Attended:
Completed High School Diploma/GED: <input type="checkbox"/> YES <input type="checkbox"/> NO	Date Completed:	School/Program:
If Dropped Out, Why?		
Ever Attended Post-Secondary School: <input type="checkbox"/> YES <input type="checkbox"/> NO	School:	Area of Concentration/Study:
List any other Diplomas/Degrees/Licenses/Certifications:		
List any additional Educational/Vocational Training Courses taken:		
Other Comments on Educational History:		
Employment History		
Job Title & Duties	Employer	Dates Worked & Reason for Leaving
Describe any other work experience and/or skills learned through volunteering, hobbies, etc.:		

Other Comments on Employment History:

BARRIERS

Education and Training Barriers:

- | | | |
|--|---|--|
| <input type="checkbox"/> Low Math/Reading Skills | <input type="checkbox"/> Attendance | <input type="checkbox"/> English (Speaking/Reading/Writing) |
| <input type="checkbox"/> Dropped out of school | <input type="checkbox"/> Grades/Credits | <input type="checkbox"/> First Generation High School Graduate |
| <input type="checkbox"/> Learning Disability | <input type="checkbox"/> Suspensions/Expulsions | |

Comments:

Employment Barriers:

- | | | |
|--|--|---|
| <input type="checkbox"/> Work Clothing | <input type="checkbox"/> No Picture ID | <input type="checkbox"/> No work history |
| <input type="checkbox"/> Equipment/Tools | <input type="checkbox"/> Lack of career goals | <input type="checkbox"/> Poor work references |
| <input type="checkbox"/> Criminal History/Record | <input type="checkbox"/> Lack of vocational skills | |

Comments:

Life skills Barriers:

- | | | |
|---|---|---|
| <input type="checkbox"/> Housing | <input type="checkbox"/> No social security card | <input type="checkbox"/> Family Issues/Instability |
| <input type="checkbox"/> Food | <input type="checkbox"/> Legal Issues | <input type="checkbox"/> Parent/Guardian incarcerated |
| <input type="checkbox"/> Clothing | <input type="checkbox"/> Budgeting | <input type="checkbox"/> Substance Abuse |
| <input type="checkbox"/> Transportation | <input type="checkbox"/> Financial/Credit History | <input type="checkbox"/> Mental Health/Counseling |
| <input type="checkbox"/> Pregnant/Parenting | <input type="checkbox"/> Gang Affected/Involved | <input type="checkbox"/> Self-Esteem |
| <input type="checkbox"/> Child Care | <input type="checkbox"/> Currently in foster care/ward of court | <input type="checkbox"/> Depression |
| <input type="checkbox"/> Healthcare | <input type="checkbox"/> Formerly in foster care/ward of court | <input type="checkbox"/> Motivation |
| <input type="checkbox"/> Driving License | <input type="checkbox"/> Is/was raised by someone other than biological parents | <input type="checkbox"/> Anger Management |

Comments:

Barriers/Comments:

TRAINING PLAN/GOALS**Steps to Accomplish Goal:***(list type of training/services including information on provider, location, length, etc)***Education Goal(s):**

1.

Occupational/Career Goal(s):

1.

Work Readiness Goal (s):

1.

Personal Goal(s):

1.

ISS Summary/Comments:

I understand and agree to the service plan as described. I also understand that this plan does not constitute an entitlement to these services.

I authorize my case manager and/or program staff to communicate pertinent information about me and my goals to any and all agencies, schools, and employers in order to assist me in meeting my training plan/goals. **(If participant is under 18, a parent or guardian must sign below to authorize the release of information.)**

I/WE have read, understand and agree to this Service and Participation Agreement.

Signature of Youth Participant: _____ Date: _____

Signature of Parent or Guardian: _____ Date: _____

Printed Name _____

Signature of Workforce Development Specialist: _____

Date: _____

Printed Name _____

ASSESSMENT RESULTS SUMMARY

Academic Skill Assessments

Name of Test & Version Used: _____

Pre-Test Score & Date Taken: _____

Post Test Scores & Date Taken: (if applicable)

Math: _____
 Reading: _____
 Writing: _____

Math: _____
 Reading: _____
 Writing: _____

Other Academic Assessment Results/Comments:

Academic Needs/Accommodations (please include any Individual Education Plan [IEP] Information [if applicable]):

Other Assessment Results

Interest/Aptitudes: (please list any tools used to assess)

Career/Employment: (please list any tools used to assess)

Life Skills: (please list any tools used to assess)


Other Assessment Results/Comments:

	Date	Case Manager Initials	Participant Initials
1 st ISS Review/Revision:	_____	_____	_____
2 nd ISS Review/Revision:	_____	_____	_____
3 rd ISS Review/Revision:	_____	_____	_____
4 th ISS Review/Revision:	_____	_____	_____

END OF ISS

YOUTH PARTICIPANT INTERIM ASSESSMENT TOOL

EXHIBIT B-2

	1	2	3	4	5	Recommended Services / Interventions
	Less self-sufficient  more self-sufficient					
Basic Skills (one or more TABE or total battery scores)	≤ 3.9 <input type="checkbox"/>	4.0 – 6.9 <input type="checkbox"/>	7.0 – 8.9 <input type="checkbox"/>	9.0 – 11.9 <input type="checkbox"/>	≥ 12.0 <input type="checkbox"/>	<ul style="list-style-type: none">- Lindsey Center- Basic education: PPEP, SER, TUL, TYD, COPD*- Pima Prevention Partnership (PPP) school counseling for OSY- Literacy partners- Literacy Volunteers<ul style="list-style-type: none">- ESL - SER- Libraries- Tutoring: METRO M-F 10am to 6pm with academic volunteers
Work Experience / Occupational Skills	None <input type="checkbox"/>	Family/friends (e.g. paid babysitting) <input type="checkbox"/>	Part-time or WEX only <input type="checkbox"/>	Full-time employment <input type="checkbox"/>	Full-time employment ≥ 1 year <input type="checkbox"/>	<ul style="list-style-type: none">- WEX partner: COPD*, Goodwill, PPEP, SER, TUL, TYD<ul style="list-style-type: none">- PAJ- Internship- Job development/job search<ul style="list-style-type: none">- OJT: PPEP- Job Connection Centers at Goodwill sites- WDS resume services for youth- Mock Interview workshops at METRO/WDS

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

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

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

Disability / Limitation	Needs significant supports/ accommodations <input type="checkbox"/>	<input type="checkbox"/>	Needs some accommodations; Necessary supports have been identified <input type="checkbox"/>	<input type="checkbox"/>	Has secured supports/ accommodations <input type="checkbox"/>	<ul style="list-style-type: none"> - Vocational Rehabilitation - COPD* - DKA - Linkages - TABE accommodations - Interpreter - ASDB - Other: _____
High School Graduation	>2 classes behind to graduate <input type="checkbox"/>	<input type="checkbox"/>	1 or 2 classes behind on-time graduation <input type="checkbox"/>	<input type="checkbox"/>	On track to graduate; has earned diploma/GED; not an issue <input type="checkbox"/>	<ul style="list-style-type: none"> - Tutoring - Study skills - Pima County Public Libraries - Summer Youth Basic Ed partner - School-Year Basic Ed partner - ACE Charter HS - Las Artes - PVHS - COPD*
College/University Preparedness	Unsure re: post- secondary goals <input type="checkbox"/>	Goal = college; Unaware of next steps <input type="checkbox"/>	Goal = college; Has begun research on next steps <input type="checkbox"/>	Goal = college; Has applied and/or taken SAT/ACT/entrance exam if applicable <input type="checkbox"/>	Goal = college: Has completed all steps (applications, exams, FAFSA, etc.) OR chooses path other than college <input type="checkbox"/>	<ul style="list-style-type: none"> - Meet with WDS - Visit admissions offices - Research online - Meet with mentor - Visit Metropolitan Education Commission - Attend Youth Council Youth Career Expos - PCC non-credit 6 week college readiness course with Goodwill - COPD* - Other

NOTES / FOLLOW-UP

Youth Participant Name

Date ____/____/____

Staff Name

ACTION PLAN

Resolving BARRIERS to Education and Employment

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

SERVICE AND PARTICIPATION AGREEMENT

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

Signature of Youth Participant _____

Printed Name _____ Date _____

Signature of Workforce Development Specialist _____

Printed Name _____ Date _____

SKILL ATTAINMENT RECORD- WORK READINESS EDUCATION SKILLS

PARTICIPANT'S NAME:				SOC.SEC.NO				REGISTRATION DATE:			
TRAINING SITE					TRAINING SITE (Skills 6-11)						
POINT OF DETERMINATION (Skills 1-5)					POINT OF DETERMINATION (Skills 6-11)						
					(1)						
SKILL	Name of Assessment	(2) Proficiency Requirement	Pre-Test Score	Date Goal Set in ISS	IN NEED OF TRAINING		(3) Training Provided	Post-Test Score	Date Goal Achieved	(4) Skill Attained	
					Yes	No				Yes	No
1. Making Career Decisions	EST	80%	%				IN CLASSROOM E.S.T.	%			
2. Using Labor Market Information	EST	80%	%				IN CLASSROOM E.S.T.	%			
3. Preparing Resumes	EST	80%	%				IN CLASSROOM E.S.T.	%			
4. Completing Application	EST	80%	%				IN CLASSROOM E.S.T.	%			
5. Interview/Writing Follow-Up Letters	EST	80%	%				IN CLASSROOM E.S.T.	%			
6.. Maintaining Regular Attendance	EST	90%	P/N				WEX	%			
7. Being Consistently Punctual	EST	90%	P/N				WEX	%			
8. Exhibiting Appropriate Attitude/ Behaviors	EST	80%	P/N				WEX	%			
9. Presenting Appropriate Appearance	EST	80%	P/N				WEX	%			
10. Demonstrating Good Interpersonal Relations	EST	80%	P/N				WEX	%			
11. Completing Tasks Effectively	EST	80%	P/N				WEX	%			
TOTAL IN NEED OF TRAINING (Minimum 5 of 11 Core Skills needed for attainment of Youth Work Readiness Skill)							TOTAL SKILLS (100% Requirement)				
(1) Enter the stage in the process where the pre-assessment was made (intake, assessment, orientation, etc.)							LEVEL ATTAINED				
(2) Enter LWIOA-approved level of achievement (benchmark) for each skill.											
(3) Enter the program activity(ies) where training occurred.											
(4) Participant must demonstrate proficiency at the required benchmark in all Work Readiness Skills.											