



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

Award Contract Grant

Requested Board Meeting Date: May 21, 2019

* = Mandatory, information must be provided

or Procurement Director Award

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

Literacy Connects

***Project Title/Description:**

Literacy Services for job seekers. The original contract and amendments may be found under CT-16-428. Search for contract number 16%428 in eContracts.

***Purpose:**

This amendment provides additional funding for the period of July 1, 2019 through June 30, 2020 to the contract with subrecipient Literacy Connects for pre-employment literacy classes. Literacy Connects provides basic level literacy instruction to unemployed job seekers enrolled in ARIZONA@WORK programs that score at or below the 5th grade level on the Test for Adult Basic Education (TABE). Each participant sent to Literacy Connects by Community Services, Employment and Training (CSET) has an employment goal, which may include occupational training.

Literacy instruction focuses on reading comprehension and math. A computer lab, traditional classes, and/or tutoring are used for instruction. Classes are small, typically not more than fifteen participants. Participants are scheduled for a minimum of ten weeks of instruction for twenty-two hours a week. When they have reached their goal, the participant leaves his/her activity and moves into training or employment search with his/her CSET Career Counselor.

Most participants are funded by a grant; thus, a class may have participants from the Health Professional Opportunities Grant or the Adult, Dislocated Worker and Out-of-School Youth Workforce Innovations and Opportunities Act program. Pima County General Funds could be used for older youth who not eligible for grant funds. CSET wants to be able to offer this activity to anyone in the ARIZONA@WORK program that needs this service.

Attachment: Contract Number CT-CS-16-428 (Amendment 3)

***Procurement Method:**

RFP-CSET-LS-2016-07 per Pima County Board of Supervisors Policy D29.6 - Selection and Contracting of Professional Services.

***Program Goals/Predicted Outcomes:**

80% of participants will achieve grade levels required for employment or training goals targeted in their employment plan.

***Public Benefit:**

This activity impacts Pima County's economic development efforts by providing educationally challenged job seekers with the opportunity to gain basic skills and compete for better paying jobs.

***Metrics Available to Measure Performance:**

Literacy Connects will provide monthly summary reports which include participant's progress and achievements for the preceding month's activities.

***Retroactive:**

No.

To: C.D. 4.30.19
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(11)

Contract / Award Information

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

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* _____ Revenue Amount: \$ _____

***Funding Source(s) required:**

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

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

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

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: CT Department Code: CS Contract Number (i.e., 15-123): 16-428

Amendment No.: 3 AMS Version No.: 24

Effective Date: 7/1/19 New Termination Date: 6/30/20

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ 76,374.00

Is there revenue included? Yes No If Yes \$ _____

***Funding Source(s) required:** U.S. Department of Labor, Arizona Department of Economic Security, and Pima County General Funds

Funding from General Fund? Yes No If Yes \$ 2,700.00 % _____

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] 4-26-19

Deputy County Administrator Signature/Date: [Signature] 4-29-2019

County Administrator Signature/Date: [Signature] 4/30/19
(Required for Board Agenda/Addendum Items)

Pima County Department of Community Services, Employment and Training Department

Project: Literacy Services

Awardee: Literacy Connects
200 E. Yavapai Road
Tucson, AZ 85705

Contract No.: CT-CS-16*428

Contract Amendment No.: 03

DUNS No.: 961940934		SAM Registration Date: 3/14/19	
Research or Development:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Federal or State Contract No.:	DI19-002205 PCC2015-2020	Award Date:	2019
Required Match:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Match Amount:	
Indirect Cost Rate:	<input type="checkbox"/>	<input type="checkbox"/> NICR	<input type="checkbox"/> de minimis <input checked="" type="checkbox"/> None
Status of Contractor:	<input checked="" type="checkbox"/> Subrecipient		<input type="checkbox"/> Contractor

CFDA	Grant Program	National Funding	Pima County Award
17.258	U.S. Department of Labor ("DOL")/Arizona Department of Economic Security ("ADES") Workforce Innovation and Opportunity Act ("WIOA") -Adult	\$776,736,000.00	\$1,702,383.00
17.278	WIOA- Dislocated Worker	\$1,015,530,000.00	\$2,669,206.00
17.259	WIOA-Youth	\$831,842,000.00	\$1,947,861.00
93.093	Health Profession Opportunity Grant (HPOG)	\$58,000,000.00	\$594,493.00

Original Contract Term:	07/01/16 – 06/30/17	Orig. Contract Amount:	\$73,169.00
Term Prior Amendment:	06/30/19	Prior Amended Amount:	\$147,391.00
Term This Amendment	06/30/20	Amount This Amendment:	\$76,374.00
		Revised Contract Amount:	\$296,934.00

Pima County ("County"), a body politic and corporate of the State of Arizona and Literacy Connects ("Awardee") have entered into the above-referenced contract to provide pre-employment literacy instruction in Pima County.

AMENDMENT THREE

RECITALS

- A. County is a local workforce area under the federal Workforce Innovation and Opportunity Act, Pub.L.113-128 ("WIOA") to operate the Pima County ARIZONA@WORK Career Center System Workforce Program.

- B. County, as Grantee, receives federal WIOA grant funds and provides them to subrecipients, including Awardee, to provide eligible services. The WIOA grant ends June 30, 2023.
- C. County is the Subrecipient of Health Profession Opportunity Grant (“HPOG”) funds from Pima Community College and is authorized to pass those funds along to other entities, including Awardee, for eligible services.
- D. The Pima County Board of Supervisors finds that, based on success and demand, it is in the best interests of the residents of Pima County to continue pre-employment literacy instruction provided by Awardee for an additional year.
- E. County has reviewed Awardee’s performance of the services and finds it satisfactory.

NOW, THEREFORE, County and Awardee agree to amend the Contract as follows:

1. SECTION 1.0 – TERM AND EXTENSIONS, is amended as follows:

1.1 Paragraph 1.1, the termination date is changed:

FROM: June 30, 2019

TO: June 30, 2020

1.2 Paragraph 1.2, the number of available renewals is changed:

FROM: two (2) additional years or any portion thereof

TO: one (1) additional year or any portion thereof

2. SECTION 3.0 – COMPENSATION AND PAYMENT is amended as follows:

2.1 Paragraph 3.1 is amended to increase “the Maximum Allocated Amount”:

FROM: \$220,560.00

TO: \$296,934.00

2.2 Paragraph 3.2, the table is deleted in its entirety and replaced with the following:

Funding Source	Maximum Allocated Amount				Total Anticipated Expenditure per Funding Source
	July 1, 2016 – June 30, 2017	July 1, 2017 – June 30, 2018	July 1, 2018 – June 30, 2019	July 1, 2019 – June 30, 2020	
WIOA grant	\$66,079.00	\$60,079.00	\$61,132.00	\$69,284.00	\$292,574.00
HPOG	\$4,390.00	\$4,390.00	\$4,390.00	\$4,390.00	\$17,560.00
LEAP-2 grant	-0-	\$2,000.00	\$2,000.00	-0-	\$4,000.00
Continuum of Care grant	-0-	\$4,000.00	\$4,000.00	-0-	\$8,000.00
Pima County General Funds	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00	\$10,800.00
Anticipated Allocations TOTAL	\$73,169.00	\$73,169.00	\$74,222.00	\$76,374.00	\$296,934.00

2.3 Paragraph 3.4 is deleted in its entirety and replaced with the following:

3.4. Each monthly request for reimbursement must be submitted to County by the 15th working day of each month for the previous month of service and must:

3.4.1. Reference this contract number.

3.4.2. Be approved and signed by the person(s) that prepared the request and an authorized manager, supervisor or executive of the Subrecipient to insure proper internal financial controls.

- 3.4.3. Be for services and costs as identified in **Exhibit A**.
- 3.4.4. Include the amount of:
 - 3.4.4.1. WIOA accrued expenditures, if any;
 - 3.4.4.2. Program Income, as defined by the federal awarding agency; and
 - 3.4.4.3. All other fiscal resources applied to expenses incurred in providing services under this Agreement.
- 3.4.5. Be accompanied by documentation which must include, but is not limited to:
 - 3.4.5.1. A summary report of monthly expenditures by expense categories as shown in approved budget in **Exhibit A** of this Agreement.
 - 3.4.5.2. Copies of invoices, receipts or checks (front and back) to support all purchases of goods or services.
 - 3.4.5.3. If reimbursement is authorized for travel, detailed travel reports to support all travel expenses.
 - 3.4.5.4. Any other documentation requested by County.
- 3.4.6. If reimbursement is authorized for personnel costs, be accompanied, at a minimum, by the following documentation for each pay period:
 - 3.4.6.1. Time sheets or other records, signed by the employee and the employee's immediate supervisor with direct knowledge of employee's efforts for this Agreement, that specify the days, hours per day and total hours worked on the grant(s); and
 - 3.4.6.2. Accounting system report(s) specifying rate of pay and costs of employer paid benefits.

2.4 **Paragraph 3.5** is amended to read:

If Awardee is required to provide matching funds under the terms of the federal awarding agency, Awardee must also provide the documentation described in Paragraph 3.4 for the matching funds.

2.5 **Paragraphs 3.9 through 3.14** are deleted in their entirety and replaced with the following:

- 3.9. 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:
 - 3.9.1. The change may not increase or decrease the maximum allocated amount.
 - 3.9.2. 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:
 - 3.9.2.1. The reason the change is necessary; and
 - 3.9.2.2. How the specified purpose, program(s), metrics, or outcomes set forth in this Agreement will continue to be met, despite the requested change.
 - 3.9.3. 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 approval of the written request for a budget line item change.
 - 3.9.4. 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.

- 3.10. Any change that increases or decreases the maximum allocated 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.
- 3.11. Goods and services provided in excess of the budgeted line item or the maximum allocated amount without prior authorization as set forth in paragraphs 3.9 and 3.10 above will be at Agency's own risk.
- 3.12. Program Income: Awardee must comply with all provisions of the federal awarding agency regarding Program Income.
- 3.13. Disallowed Charges or Cost principles will be as follows:
 - 3.13.1. The cost principle set forth in the Code of Federal Regulations (CFR), Title 48, Chapter 1, Part 31.201-6, (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, will be used to determine whether reimbursement of an incurred cost will be allowed under this Contract. Those costs which are specifically defined as unallowable therein cannot be submitted for reimbursement by the Subrecipient and will not be reimbursed with Department funds.
 - 3.13.2. Awardee must reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by County.
- 3.14. For the period of record retention required under Section 21.0 - Books and Records, County reserves the right to question any payment made to Awardee and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

3. **SECTION 6.0 – COMPLIANCE WITH LAWS**, paragraph 6.2.3 is amended to read:

Lobbying to influence the outcome of any election or the award of any federal contract, grant, loan or cooperative agreement (see Federal Standard Form LLL, "Disclosure of Lobbying Activities);

4. **SECTION 33.0 – ISRAEL BOYCOTT CERTIFICATION** is deleted in its entirety.

5. **EXHIBIT A – SCOPE OF WORK**, **SECTION 5 – BUDGET**, is amended as follows:

5.1 Paragraph 5.1, the table is deleted in its entirety and replaced with the following:

Activity	AMOUNT ALLOCATED			
	7/1/2016 - 6/30/2017	7/1/2017 - 6/30/2018	7/1/2018 - 6/30/2019	7/1/2019 - 6/30/2020
Personnel	\$70,169.00	\$70,169.00	\$71,222.00	\$73,374.00
Supplies	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
TOTAL	\$73,169.00	\$73,169.00	\$74,222.00	\$76,374.00

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5.2 Paragraph 5.5 is deleted in its entirety and replaced with the following:

The projected use of WIOA Adult, WIOA Dislocated Worker, WIOA Youth, HPOG and Pima County General funds, by activity is set forth in Exhibit A of this Amendment 3.

All other provisions of this Agreement, not specifically changed by this amendment, will remain in effect and be binding upon the parties.

This amendment is effective on July 1, 2019.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and do hereby agree to carry out the terms of this Amendment and of the original Contract cited herein:

PIMA COUNTY:

Chairman, Pima County Board of Supervisors


Date: _____

ATTEST:

Clerk of the Board

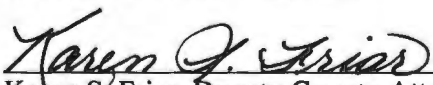
Date

APPROVED AS TO CONTENT:



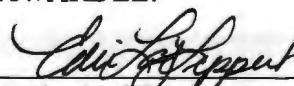
Director, Employment & Training

APPROVED AS TO FORM:



Karen S. Friar, Deputy County Attorney

AWARDEE:



Authorized Signature

EDIE LANTZ LEPPERT, Program Director for
Printed Name & Title Adult Basic Literacy

Date: 4/28/19

PROJECTED LINE ITEM EXPENDITURES BY FUNDING SOURCE**2019-2020**

Budget Line Item	Projected WIOA Adults	Projected WIOA Dislocated Workers	Projected WIOA Youth	Projected HPOG	Projected General Funds	TOTAL
Salary and ERN (No overtime)	\$45,549.76	\$6,740.10	\$14,280.71	\$4,212.56	\$2,590.87	\$73,374.00
Supplies	\$1,834.24	\$284.90	\$594.29	\$177.44	\$109.13	\$3,000.00
Total Operating Budget	\$47,384.00	\$7,025.00	\$14,875.00	\$4,390.00	\$2,700.00	\$76,374.00

END OF EXHIBIT A TO AMENDMENT 3