



BOARD OF SUPERVISORS AGENDA ITEM REPORT

CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: June 4, 2019

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Tucson Youth Development, Inc.

***Project Title/Description:**

Workforce Development Services. The contract and amendments can be found in OnBase by searching Contracts 17*057 in Doc_ID_AMS.

***Purpose:**

This amendment with subrecipient, Tucson Youth Development, Inc., is designed to continue workforce development services to Pima County youth job seekers who are seeking employment or job skills training that can lead to employment. The workforce development services include evaluating, counseling and placing job seekers into appropriate job skills training and making referrals to job opportunities. This amendment will provide additional funding for the period July 1, 2019 to June 30, 2020.

Attachment: Contract Number CT-CS-17-057 (Amendment 4)

***Procurement Method:**

RFP-CSET-WFS-2016-06 per Pima County Board of Supervisors Policy D29.6 - Selection and Contracting of Professional Services.

***Program Goals/Predicted Outcomes:**

The program's goal is to prepare job seekers for current and projected demand occupations that offer wages that allow self-sufficiency or that have a clear career path leading to self-sufficiency.

Annual number served:

Enrolled - 450 youth participants

Placed on a job or into post-secondary education - 180 youth participants

***Public Benefit:**

This program 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:**

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

***Retroactive:**

No.

To: COB 5.3.19
995 - 7
(1)

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): 17-057Amendment No.: 4 AMS Version No.: 21Effective Date: 7/1/19 New Termination Date: 6/30/20

Prior Contract No. (Synergen/CMS): _____

☒ Expense or ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 785,742.63Is there revenue included? ☐ Yes ☒ No If Yes \$ _____***Funding Source(s) required:** U.S. Department of Labor - Workforce Innovation and Opportunity Act and Health Profession Opportunity GrantFunding 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 HartDepartment: Community Services Telephone: 724-5723Department Director Signature/Date: [Signature] 5-1-19Deputy County Administrator Signature/Date: [Signature] 5-2-19County Administrator Signature/Date: [Signature] 5/2/19
(Required for Board Agenda/Addendum Items)

Pima County Department of Community Services, Employment and Training Department**Project:** Workforce Development Services**Awardee:** Tucson Youth Development, Inc.
1901 N. Stone Ave.
Tucson, AZ 85705**Contract No.:** CT-CS-17*057**Contract Amendment No.:** 04

DUNS No.: 123720120		SAM Registration Date: 2/5/19	
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
17.259	U.S. Department of Labor ("DOL")/Arizona Department of Economic Security ("ADES") Workforce Innovation and Opportunity Act ("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:	\$759,944.41
Term Prior Amendment:	06/30/19	Prior Amended Amount:	\$1,575,485.17
Term This Amendment	06/30/20	Amount This Amendment:	\$785,742.63
		Revised Contract Amount:	\$3,121,172.21

Pima County ("County"), a body politic and corporate of the State of Arizona and Tucson Youth Development, Inc. ("Awardee") have entered into the above-referenced contract to provide workforce development services for youth.

AMENDMENT FOUR**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 for distribution to subrecipients, including Awardee, to provide eligible services. The WIOA grant available for funding services provided pursuant to this amendment 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 extending this Contract will improve employment opportunities for Pima County residents and is in the best interests of the residents of Pima County.
- 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, paragraph 1.1 is amended as follows:

- 1.1 The termination date is changed:

FROM: June 30, 2019

TO: June 30, 2020

- 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: \$2,335,429.58

TO: \$3,121,172.21

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

Funding Source	Maximum Amount Allocated				Total Anticipated Expenditure per Funding Source
	7/1/16-6/30/17	7/1/17-6/30/18	7/1/18-6/30/19	7/1/19-6/30/20	
WIOA grant	\$747,629.00	\$750,671.50	\$758,345.33	\$768,742.63	\$3,025,388.46
HPOG	\$12,315.41	\$12,500.00	\$16,000.00	\$17,000.00	\$57,815.41
U.S. Housing and Urban Development	\$37,968.34	-0-	-0-	-0-	\$37,968.34
Anticipated Allocations TOTAL	\$797,912.75	\$763,171.50	\$774,345.33	\$785,742.63	\$3,121,172.21

- 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 principles set forth in 2 CFR part 200, Subpart E, as may be modified by amendments and additions, will be used to determine whether an incurred cost will be reimbursed under this Agreement as modified by the funding source:

Grant Title	Federal Agency	Applicable Modification to 2 CFR § 200, Subpart E
WIOA	Department of Labor	As supplemented by 2 CFR part 2900
HPOG	Department of Health & Human Services	As codified with HHS-specific amendments in 45 CFR part 75
	Department of Housing & Urban Development	As excepted under 24 CFR chapters I through IX

3.13.2. Those costs which are specifically defined as unallowable by the funding source cannot be submitted for reimbursement by the Subrecipient and will not be reimbursed.

3.13.3. **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 32.0 – ISRAEL BOYCOTT CERTIFICATION** is deleted in its entirety and the remaining Section is *renumbered to conform*.

5. **EXHIBIT A-1 – SCOPE OF WORK**, attached to Amendment No. 2, is amended as follows:

5.1 **SECTION 4.0 – ONE STOP OPERATIONS – AWARDEE, paragraph 4.1.1** is amended to increase the number of positions for Program Support Specialist – General (“PSS-Gen”):

FROM: One (1) FTE

TO: Two (2) FTEs

5.2 **SECTION 6.0 – OUTCOMES** is amended as follows:

5.2.1. **Paragraph 6.1** is amended to increase the total number served by PSS-Gen:

FROM: 400

TO: 800

5.2.2. **Paragraph 6.2** is amended to add **paragraph 6.2.4** to read:

A minimum of fifty-six (56) youth will be placed in Work Experience positions which will provide up to 300 hours of hands-on experience for contract year 2019-2020.

5.3 SECTION 7.0 BUDGET is amended as follows:

5.3.1. Paragraph 7.3, the table is deleted in its entirety and replaced with the following:

Budget Item	AMOUNT ALLOCATED			
	July 1, 2016 – June 30, 2017	July 1, 2017 – June 30, 2018	July 1, 2018 – June 30, 2019	July 1, 2019 – June 30, 2020
OPERATING BUDGET				
Salary and ERE (No overtime)	\$458,179.75	\$472,153.50	\$481,596.57	\$491,229.25
Staff Development	-0-	\$1,500.00	-0-	-0-
Travel	\$9,256.00	\$9,536.00	\$9,628.80	\$9,822.55
Supplies	\$1,350.00	\$1,377.00	\$1,404.54	\$1,432.62
Communications	\$2,700.00	\$3,300.00	\$2,809.08	\$2,865.25
Contractual	\$2,100.00	-0-	\$2,184.84	\$2,228.55
Other Operating	\$68,727.00	\$70,825.00	\$72,241.50	\$73,684.41
Total Operating Budget	\$542,312.75	\$558,691.50	\$569,865.33	\$581,262.63
OTHER ALLOCATIONS				
Work Experience Wages and ERE for Youth	\$255,600.00	\$204,480.00	\$204,480.00	\$204,480.00
TOTAL CONTRACT AMOUNTS				
TOTAL	\$797,912.75	\$763,171.50	\$774,345.33	\$785,742.63

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5.3.2. **Paragraph 7.7** is revised to read:

The projected use of WIOA Youth and HPOG funds, by activity is set forth in Exhibit A of this Amendment 4.

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: _____

AWARDEE:



Authorized Signature

JAY SLAUTER Executive Director
Printed Name & Title


ATTEST:

Date: 05/01/2019

Clerk of the Board

Date

APPROVED AS TO CONTENT:



Director, Employment & Training

APPROVED AS TO FORM:



Karen S. Friar, Deputy County Attorney

PROJECTED LINE ITEM EXPENDITURES BY FUNDING SOURCE

July 1, 2019 – June 30, 2020			
Budget Line Item	Projected WIOA Youth	Projected HPOG	TOTAL
Operating Budget			
Salary and Fringe (No overtime)	\$476,707.56	\$14,521.69	\$491,229.25
Staff Development	-0-	-0-	\$0.00
Travel	\$9,552.20	\$270.35	\$9,822.55
Supplies	\$1,393.18	\$39.44	\$1,432.62
Communications	\$2,786.38	\$78.87	\$2,865.25
Contractual	\$2,167.21	\$61.34	\$2,228.55
Other Operating	\$71,656.10	\$2,028.31	\$73,684.41
Total Operating Budget	\$564,262.63	\$17,000.00	\$581,262.63
Other Allocation(s)			
Work Experience Wages and Fringe for Youth	\$204,480.00	-0-	\$204,480.00
TOTAL BUDGET	\$768,742.63	\$17,000.00	\$785,742.63

END EXHIBIT A OF AMENDMENT 4