



BOARD OF SUPERVISORS AGENDA ITEM REPORT

CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: June 18, 2019

* = 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:**

Workforce Development and Educational Services. Contractor will provide work experience case management and support services to assist adult, dislocated worker and youth job seekers in finding employment. The contract and amendments can be found in OnBase by searching Contracts 16*359 in Doc_ID_AMS.

***Purpose:**

This amendment with subrecipient SER-Jobs for Progress of Southern Arizona, Inc. is designed to continue basic education and English-as-a-Second Language (ESL) services to Pima County job seekers who are seeking employment or vocational training that can lead to employment. The amendment will add additional funding for the period July 1, 2019 to June 30, 2020.

There are two work statements. Under Work Statement 1, Contractor provides basic education instruction, tutoring and support, as well as stipends, to disconnected, out-of-school youth who are in a General Equivalency Diploma (GED) preparation program. Under Work Statement 2, Contractor provides basic education and ESL to adults who lack a GED, English language skills, or have a high school diploma but need to brush up on reading and/or math skills during job search. Work Statement 2 is a fee-for-service contract where Contractor is paid for each hour of delivered classroom instruction.

Contractor develops a diagnostic academic assessment and lesson plan tailored to each person's needs and vocational goals. Classes are offered 20-30 hours a week. Classes in Work Statement 1 are in eight week segments, while Work Statement 2 classes are continuous open entry-open exit, so that a person may enter the open entry-open exit classes at any time. Most participants attend 30 hours a week; but some participants can work part time and attend class part time.

Attachment: Contract Number CT-CS-16-359 (Amendment 3)

***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 goal is to prepare people for vocational training and/or employment. Participants leave classes with a better understanding of basic workplace language, improved academic scores, and an improved ability to read instructions and prepare resumes and job applications.

***Public Benefit:**

This activity enables individuals to improve their employment and career opportunities by addressing a core issue articulated by local employers when they are asked through One Stop surveys why some job applicants have a difficult time getting hired.

***Metrics Available to Measure Performance:**

Pre and post test scores are used to measure progress. Some tests measure academic progress, others measure language used in workplaces.

***Retroactive:**

No.

To: 008-6-10-19
Ver. 32

Addendum

Procure Dept 06/10/19 RM0817

Revised 5/2018

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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): 16-359Amendment No.: 3 AMS Version No.: 32Effective Date: 7/1/19 New Termination Date: 6/30/20

Prior Contract No. (Synergen/CMS): _____

☒ Expense or ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 778,615.29Is there revenue included? ☐ Yes ☒ No If Yes \$ _____***Funding Source(s) required:** U.S. Department of Labor - Workforce Innovation and Pima County General FundsFunding from General Fund? ☒ Yes ☐ No If Yes \$ 422,244.74 % _____**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: Lian M. Lopez 6/6/19 (designee)Deputy County Administrator Signature/Date: [Signature] 6/7/2019County Administrator Signature/Date: G. DeCubany 6/7/19
(Required for Board Agenda/Addendum Items)

Pima County Department of Community Services, Employment and Training Department

Project: Workforce Development and Educational Services

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

Contract No.: CT-CS-16*359

Contract Amendment No.: 03

DUNS No.: 964816636		SAM Registration Date: 3/19/19	
Research or Development:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Federal or State Contract No.:		DI16-002120	Award Date: 2019
Required Match:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Match Amount:
Indirect Cost Rate:		<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

Original Contract Term:	07/01/16 – 06/30/17	Orig. Contract Amount:	\$691,528.80
Termination Date Prior Amendment:	06/30/19	Prior Amendments Amount:	\$1,413,233.96
Termination Date This Amendment:	06/30/20	This Amendment Amount:	\$778,615.29
		Revised Total Amount:	\$2,883,378.05

AMENDMENT THREE

The parties agree to amend the above-referenced contract as follows:

1. BACKGROUND AND PURPOSE.

- 1.1 On June 21, 2016, Pima County ("County") and SER-Jobs for Progress of Southern Arizona, Inc. ("Awardee"), entered into the above referenced contract to provide workforce development and educational services.
- 1.2 Purpose. 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.
 - 1.2.1. County, as Grantee, receives federal WIOA grant funds and provides them to subrecipients, including Awardee, to provide eligible services. The WIOA grant funding services ends June 30, 2023.
 - 1.2.2. The youth stipend rate has remained the same for several years and the enrollment rate for basic education services has decreased. In order to entice more youth to participate in the

basic education program during contract year 2019-2020, County has determined it is appropriate to increase the stipend amount.

2. TERM AND EXTENSIONS, SECTION 1.0, paragraph 1.1 is amended as follows:

2.1 The termination date is changed:

FROM: June 30, 2019

TO: June 30, 2020

2.2 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

3. COMPENSATION AND PAYMENT, SECTION 3.0 is amended as follows:

3.1 Paragraph 3.1 is amended to increase "the Maximum Allocated Amount":

FROM: \$2,104,762.76

TO: \$2,883,378.05

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

Work Statement	Maximum Amount Allocated						Total Anticipated Expenditure per Funding Source
	Program	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	
1	Program Staff/Youth Stipends	DOL/ADES	\$ 55,816.84	\$72,075.62	\$101,423.00	\$159,431.15	\$388,746.61
	Program Staff/Youth Stipends	Pima County General Funds	\$188,822.16	\$185,686.78	\$160,268.96	\$172,294.34	\$707,072.24
2	Basic Education/ESL Instruction	DOL/ADES	\$196,939.40	\$196,939.40	\$196,939.40	\$196,939.40	\$787,757.60
	Basic Education/ESL Instruction	Pima County General Funds	\$249,950.40	\$249,950.40	\$249,950.40	\$249,950.40	\$999,801.60
Anticipated Allocations TOTAL			\$691,528.80	\$704,652.20	\$708,581.76	\$778,615.29	\$2,883,378.05

3.3 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.

3.4 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.

3.5 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. Pursuant to 2 CFR §2900.4, the cost principles set forth in 2 CFR part 200, Subpart E, as supplemented by 2 CFR part 2900, and as may be further modified by amendments and additions, will be used to determine whether reimbursement of an incurred cost will be reimbursed under this Agreement.

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. **COMPLIANCE WITH LAWS, SECTION 6.0, 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** is amended as follows:

5.1 **GENERAL TERMS AND CONDITIONS, GENERAL PROVISIONS, SECTION 7**, is amended to add **paragraph 7.7** to read:

Youth Stipends will be as follows:

Program	Number of Students	Duration (weeks)	Stipend per week	Anticipated completion rate
Basic Education I	12	46	\$50.00	50%
Basic Education II	12	47	\$75.00	60%
Mural Creation	12	47	\$75.00	85%
GED	12	47	\$100.00	90%

5.2 **WORK STATEMENT NO. 1** is amended as follows:

5.2.1. **SECTION 3 – BUDGET, paragraph 3.1**, 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)	\$175,233.00	\$187,927.80	\$191,686.36	\$195,519.88
Staff Development	\$930.00	\$1,162.80	\$1,186.06	\$1,209.78
Travel	\$1,226.00	\$1,277.00	\$1,276.84	\$1,302.38
Equipment/Supplies	-0-	-0-	-0-	-0-
Communications	-0-	-0-	-0-	-0-
Other Operating	\$7,250.00	\$7,394.80	\$7,542.70	\$7,693.45
Total Operating Budget	\$184,639.00	\$197,762.40	\$201,691.96	\$205,725.49
Other Allocation(s)				
Youth Stipends	\$60,000.00	\$60,000.00	\$60,000.00	\$126,000.00
TOTAL BUDGET	\$244,639.00	\$257,762.40	\$261,691.96	\$331,725.49

5.2.2. Paragraph 3.4 is revised to read:

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

5.2 **WORK STATEMENT NO. 2, SECTION 3 – BUDGET**, the last sentence is amended to read:

Pima County General Funds will comprise approximately 55% of the allocation for Work Statement 2 activities provided for the contract year.

The effective date of this Amendment is July 1, 2019.

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

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:

AWARDEE:

Chairman, Pima County Board of Supervisors



Authorized Signature

Date: _____

ERNEST WRIGHT, Director
Printed Name & Title

ATTEST:

Date: 4 June 2019

Clerk of the Board

Date

APPROVED AS TO CONTENT:


Director, Employment & Training

APPROVED AS TO FORM:


Karen S. Friar, Deputy County Attorney

EXHIBIT A TO AMENDMENT NO. 3

WORK STATEMENT NO. 1 – PROJECTED LINE ITEM EXPENDITURES BY FUNDING SOURCE

July 1, 2019 – June 30, 2020

July 1, 2019 – June 30, 2020					
Budget Line Item	Projected WIOA Adult	Projected WIOA Dislocated Worker	Projected WIOA Youth	Projected Pima County General Funds	TOTAL
Operating Budget					
Salary and ERE (No overtime)	-0-	-0-	\$48,879.81	\$146,640.07	\$195,519.88
Staff Development	-0-	-0-	\$302.45	\$907.33	\$1,209.78
Travel	-0-	-0-	\$325.50	\$976.88	\$1,302.38
Equipment/Supplies	-0-	-0-	-0-	-0-	-0-
Communications	-0-	-0-	-0-	-0-	-0-
Other Operating	-0-	-0-	\$1,923.39	\$5,770.06	\$7,693.45
Total Operating Budget	-0-	-0-	\$51,431.15	\$154,294.34	\$205,725.49
Other Allocation(s)					
Youth Stipends	-0-	-0-	\$108,000.00	\$18,000.00	\$126,000.00
TOTAL BUDGET	-0-	-0-	\$159,431.15	\$172,294.34	\$331,725.49

END OF EXHIBIT A OF AMENDMENT 3