



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: September 1, 2020

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

JobPath, Inc

***Project Title/Description:**

Workforce Development Services

***Purpose:**

JobPath provides job training assistance to individuals to gain employment or advance into higher-wage jobs. This amendment will provide for continued collaboration with the Pima County One Stop and will increase the number of clients served during this time of increased need.

***Procurement Method:**

Direct Select per Board of Supervisors Policy D29.6.III-C

***Program Goals/Predicted Outcomes:**

JobPath will prepare a minimum of 255 job seekers for current and projected demand occupations that offer adequate wages and expand the Pima County workforce in order to further the County's economic development. This is an increase of minimum number of job seekers from the previous amendments.

***Public Benefit:**

The program supports Pima County's economic development by helping to develop a trained and productive workforce that meets the expanding employer demand as well as the increased need to retrain thousands of displaced workers caused by the pandemic. Additionally, the amendment continues the collaboration with Pima County One-Stop to create efficiencies in county-wide workforce development and focus on priority workforce needs.

***Metrics Available to Measure Performance:**

Monthly summary reports will include the number of clients served, completed, exited, placed into employment, placed into Workforce Investment Board target industries and the average wage at placement. Additionally, JobPath will provide an annual performance report and financial data and be subject to audit requirements. Pima County and JobPath liaisons will meet quarterly and a member of the Pima County Economic Development staff will attend JobPath Board meetings as an observer.

***Retroactive:**

Yes. Contract negotiations to incorporate a newly collaboration strategy among JobPath, the Pima County Economic Development Office and Pima County One Stop and additional review of available training and education programs affected by the COVID-19 pandemic delayed the proposed amendment. If not approved, a minimum of 255 JobPath clients will not be able to pursue career training during the severe economic disruption caused by the pandemic.

08/26/20 PM02:30

DR

To: CoB. 8-24-20
Ver. - 5
pgs. - 7 (1)

Addendum

Contract / Award Information

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

Commencement 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 22-10.***Amendment / Revised Award Information**Document Type: CT Department Code: ED Contract Number (i.e., 15-123): 18*004Amendment No.: 3 AMS Version No.: 5Commencement Date: 7-01-2020 New Termination Date: 6-30-2021

Prior Contract No. (Synergen/CMS): _____

☒ Expense or ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 750,000.00Is there revenue included? ☐ Yes ☒ No If Yes \$ _____***Funding Source(s) required:** General FundFunding from General Fund? ☒ Yes ☐ No If Yes \$ 750,000.00 % 100**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

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

Commencement 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: John MoffattDepartment: Economic Development OfficeTelephone: (520) 724-4444Department Director Signature/Date: *JMoffatt* 8/26/2020

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: *C. R. Decker* 8/26/20

(Required for Board Agenda/Addendum Items)

Pima County Department of Economic Development

Project: Workforce Development Services

Contractor: Job Path, Inc.

Contract No.: CT-ED-18-004

Contract Amendment No.: 03

Orig. Contract Term: 07/01/2017 - 06/30/2018	Orig. Amount:	\$600,000.00
Termination Date Prior Amendment: 06/30/2020	Prior Amendments Amount:	\$1,968,000.00
Termination Date This Amendment: 06/30/2021	This Amendment Amount:	\$750,000.00
	Revised Total Amount:	\$2,718,000.00

CONTRACT AMENDMENT

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

1. Background and Purpose.

1.1. Background. On July 1, 2017, County and Contractor entered into the above referenced agreement to provide workforce development services.

1.2. Purpose. County requires continuing services. Contractor will continue to provide career counseling and case management for individuals seeking employment or advancement in targeted industries identified by the Workforce Investment Board ("WIB")

2. Term. The County is exercising the last extension option to renew the contract for one additional year commencing on July 1, 2020 and terminating on June 30, 2021. If the commencement date is before the Effective Date of this amendment, the parties will, for all purposes, deem the amendment to have been in effect as of the commencement date.

3. Maximum Payment Amount. The maximum amount the County will spend under this Contract, as set forth in Section 3.1, is increased by \$750,000.00. County's total payments to Contractor under this contract, including any sales taxes, will not exceed \$2,718,000.00.

4. Scope of Services. The parties have revised the Scope of Services as described in the attached **Exhibit A** (5 pages).

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

PIMA COUNTY

Chairman, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Print DCA Name
Regina Nassen

August 25, 2020
Date

CONTRACTOR



Authorized Officer Signature

Catherine Merrill Board President
Printed Name and Title

25aug2020
Date

APPROVED AS TO CONTENT



John Moffatt, Economic Development Director

8-25-2020
Date

EXHIBIT A (5 pages)

SCOPE OF WORK Commencement Date: July 1, 2020

1.0 PROGRAM OVERVIEW.

- 1.1. Contractor will provide career counseling and case management for individuals seeking employment or advancement in targeted industries identified by the Workforce Investment Board ("WIB").
- 1.2. Unless otherwise specified herein, participation in programs and activities financially assisted in whole or in part by this Contract shall 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 PROGRAM GOALS.

- 2.1. Prepare participants for current- and projected-demand occupations that offer adequate wages for self-sufficiency or that have a clear career path leading to self-sufficiency wages.
- 2.2. Assist in the economic development of Pima County by helping to develop a trained and productive labor force that meets employer needs.
- 2.3. Coordinate workforce efforts with the Pima County ARIZONA@WORK Career Center (formerly the Pima County One Stop), mandated partners, and other contractors.

3.0 PROGRAM ACTIVITIES.

3.1. General Provisions:

- 3.1.1. 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. **Contract will prohibit displacement in all subcontracts.**
- 3.1.2. If involved in participant job placement activities with the Pima County ARIZONA@WORK Career Center ("Pima County ARIZONA@WORK"), Contractor must ensure that participants are not placed for employment:
 - 3.1.2.1. On the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or as a place for religious worship;
 - 3.1.2.2. 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.
- 3.1.3. If involved in participant job placement activities with the Pima County ARIZONA@WORK, Contractor must ensure that any participant employed or trained for inherently dangerous occupations (e.g. fire or law enforcement) is

assigned to entities that consistently follow reasonable safety practices.

3.2. Grievances: Contractor will:

3.2.1. 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:

- 3.2.1.1. Ineligibility determination;
- 3.2.1.2. Reduction in services;
- 3.2.1.3. Suspension or termination from program participations; or
- 3.2.1.4. Quality of service.

3.2.2. Ensure that all applicants and participants are advised of their right to present any grievances to County or to the State.

3.3. General Requirements: Contractor will:

3.3.1. Provide career counseling and case management ("sponsorship") to help individuals gain skills and competencies needed to obtain, or advance in, career ladder employment in WIB targeted industries. Individuals may be unemployed or employed while receiving services.

3.3.2. Enter relevant participant data into County required database(s) within twenty-four (24) hours of a participant's activities.

3.3.3. Maintain a file on each participant that includes:

- 3.3.3.1. Intake demographic details;
- 3.3.3.2. Grievance and information release forms signed by the participant;
- 3.3.3.3. Copies of employment authorization documents consistent with employer-required I-9 documentation;
- 3.3.3.4. A record of all employment and training activity changes;
- 3.3.3.5. A record of enrollment in training programs or courses;
- 3.3.3.6. Copies of training credentials;
- 3.3.3.7. A record of supportive service referrals; and
- 3.3.3.8. Exit, employment and follow-up information.

3.3.4. Maintain a list of all applicants and the reason(s) for selection or non-selection.

3.3.5. Provide career counseling and sponsorship to participants pursuing degrees, certifications or apprenticeships in high-demand career fields.

3.3.6. Conduct outreach to unemployed and underemployed members of low-income households in Pima County. Outreach must include:

- 3.3.6.1. Introductions to JobPath programs and services;
- 3.3.6.2. Information on local employment and training programs; and
- 3.3.6.3. Assistance in completing applications for JobPath sponsorship.

3.3.7. Ensure that participants enroll in a degree program, a certification program or an apprenticeship program in a career area where there is a demand for skilled workers. Participants may receive assistance for tuition, books, fees, transportation, childcare and emergencies. Need for assistance will be determined on a case-by-

case basis.

3.3.8. Ensure that participants meet bi-monthly in peer-support sessions with the career counselor and with other participants in their education or job training area.

3.3.9. Before program completion, provide job placement assistance.

3.3.10. Track each participant's job success for two years after placement and maintain a record of post-program activities. Contractor may request assistance from Pima County ARIZONA@WORK for post-program wage information.

3.4. Career Counselor duties. Contractor will assign a Career Counselor to each participant. Each Career Counselor will:

3.4.1. Determine applicant's eligibility. In order to participate in the JobPath program pursuant to this Contract an applicant must:

3.4.1.1. Be at least 18 years of age;

3.4.1.2. Have resided in the State of Arizona for at least one year prior to applying for the JobPath program and be a resident of Pima County at the time of enrollment in the JobPath program;

3.4.1.3. Provide proof of eligibility to work in the United States; and

3.4.1.4. Be willing to commit to long-term training.

3.4.2. Enroll eligible applicants in JobPath.

3.4.3. Develop an individualized long-term financial plan and an education and training plan with the participant.

3.4.4. Work closely with instructors, tutors, and financial aid staff to effectively advocate for and properly advise the participant.

3.4.5. Meet with each assigned participant as requested by the participant or as Career Counselor determines warranted for participant success.

3.4.6. Refer participants to other available community resources and services including, but not limited to: food bank; transitional housing; and childcare.

4.0 OUTCOMES.

4.1. Enroll and provide career counseling and sponsorship to a minimum of 255 eligible adults from July 1 through June 30 (FY).

4.2. 40 – 45% of participants (approximately 80) will:

4.2.1. Obtain a certification;

4.2.2. Successfully complete an apprenticeship; or

4.2.3. Complete one year of a 2-year college degree program.

4.3. 80% of the participants that obtain a certification or complete an apprenticeship during the program year will obtain employment. The target wage at placement is \$14.00 per hour or more.

4.4. 80% of the participants completing the first year of a college degree program will enroll and complete the second year.

5.0 **BUDGET.**

5.1. Contractor will be paid on a Cost Reimbursement basis as follows:

Budget Line Items	Amount allocated for July 1, 2017 through June 30, 2018	Amount allocated for July 1, 2018 through June 30, 2019	Amount allocated for July 1, 2019 through June 30, 2020	Amount allocated for July 1, 2020 through June 30, 2021
Operating Budget				
Personnel (No overtime)	\$229,848.00	\$248,161.00	\$293,190.00	\$240,305.00
Travel	\$0.00	\$8,500.00	0.00	\$0.00
Maintenance and operations	\$60,652.00	\$52,369.00	\$58,590.00	\$62,607.00
Outside and professional services	\$49,500.00	\$49,070.00	\$21,900.00	\$65,307.00
Total Operating Budget	\$340,000.00	\$358,100.00	\$373,680.00	\$368,219.00
OTHER ALLOCATIONS				
Direct services	\$260,000.00	\$303,900.00	\$332,320.00	\$381,781
Total Budget	\$600,000.00	\$662,000.00	\$706,000.00	\$750,000.00

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

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.

6.0 **REPORTS.**

Monthly Reports. No later than the fifth (5th) working day of the month for the preceding month's activities, Contractor will provide:

6.1.1. Summary Report include, at a minimum:

- 6.1.1.1. Number served;
- 6.1.1.2. Number placed;
- 6.1.1.3. Number placed into WIB targeted industries;
- 6.1.1.4. Number completed;
- 6.1.1.5. Number exited; and
- 6.1.1.6. Average wage at placement.
- 6.1.1.7. Number co-enrolled by Contractor and County's ARIZONA@WORK/Pima County One Stop.

6.1.2. Financial Closeout Reports. Contractor will complete and submit the following:

- 6.1.2.1. Preliminary Financial Closeout Report, no later than July 15 of the contract year. County may require that this report be provided sooner.
- 6.1.2.2. Final Financial Closeout Report, on forms provided by County, within thirty (30) days after the end of the Extended Term. County reserves the right to require this report at a different time.

6.1.2.3. Other records and reports requested by the Director or designee of the CSET Department.

7.0 COLLABORATION.

- 7.1. County and Contractor will: each designate and maintain a liaison to review Contractor's monthly reports, maximize communications and address the resolution of program participant and interagency issues. The liaisons must meet at least quarterly.
- 7.2. The designated County liaison will attend Contractor's Board of Directors' meetings to ensure accurate communications between Contractor's Board and County Administration. The County liaison will be available to provide guidance on County's priorities in workforce development and economic development data to Contractor's Board.
- 7.3. County and Contractor will develop a cross-referral system to improve and accurately document participant information and referrals from one party's program to the other.
- 7.4. Contractor must, in Contractor's Release of Information form completed by JobPath program participants, add County's ARIZONA@WORK/Pima County One Stop as an authorized recipient of information .

END OF EXHIBIT A