



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: September 15, 2020

*** = Mandatory, information must be provided**

or Procurement Director Award ☐

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

Pima County Community College District

***Project Title/Description:**

Educational Activities - HOPES Healthcare Opportunities with Personalized Educational Supports

***Purpose:**

The purpose of the program is to provide educational services under the Health Profession Opportunity Grant (HPOG) to support workforce development services in Pima County. The Intergovernmental Agreement (IGA) with Pima County Community College District is for one year (September 30, 2020 through September 29, 2021).

Indirect costs: 10% of personnel costs.

Attachment: IGA with Pima County Community College District - HOPES Healthcare Opportunities with Personalized Educational Supports.

***Procurement Method:**

Not applicable to grant award.

***Program Goals/Predicted Outcomes:**

HPOG program goals are to prepare low-income individuals for careers in healthcare fields by providing personalized assessment, pre-college/basic skills development, developmental education, college courses leading to a certificate or degree, internships/clinical placements, career services, and financial aid. The county will provide workforce readiness/career assessments and case management to 340 HPOG participants, basic career services to 260 HPOG participants, job placement assistance to 250 HPOG occupational graduates, and supportive services to 280 HPOG participants.

***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:**

Pima Community College (PCC) and County will meet quarterly to review budget expenditures, fund availability, service needs, progress towards goals and a year-end comprehensive HPOG program review in order to determine if program adjustments are required.

***Retroactive:**

No.

Bill approved 9/10/2020 LSS
Revised 5/2020

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: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement 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: GTAW _____ Department Code: CR _____ Grant Number (i.e., 15-123): 21-33
Commencement Date: 9/30/20 _____ Termination Date: 9/29/21 _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☒ Revenue Amount: \$ 601,926.00

***All Funding Source(s) required:** U.S. Department of Health and Human Services

***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)?**

Passed through Pima Community College

Contact: Rise Hart

Department: Community Workforce & Development

Telephone: 724-5723

Department Director Signature/Date: _____

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)



INTERGOVERNMENTAL AGREEMENT
Between Pima Community College
AND
Pima County, Arizona

This Intergovernmental Agreement (“**Agreement**”) executed as of the date of final signature hereto (“**Effective Date**”) is entered into by and between PIMA COMMUNITY COLLEGE DISTRICT (“**College**”) a political subdivision of the State of Arizona, and PIMA COUNTY (“**County**”), a body political and corporate subdivision organized under the laws of the state of Arizona with a unique entity identifier 148763402. College and County may be referred to individually as Party (“**Party**”) and collectively as Parties (“**Parties**”) herein.

Recitals

- A. College is authorized to enter into this Intergovernmental Agreement pursuant to provisions of A.R.S. § 11-951 *et seq.* and A.R.S. § 15-1444.
- B. County is authorized to enter into this Intergovernmental Agreement pursuant to the provisions of A.R.S. § 11-951 *et seq.*
- C. College has been awarded a one-year extension of the Health Professions Opportunity Grant (“**HPOG**”) grant from the U.S. Department of Health and Human Services (“**US HHS**” or “**Grantor**”) to provide Temporary Assistance to Needy Families (“**TANF**”) recipients and other low-income individuals with opportunities for education and training within the healthcare field. Federal Award ID 90FX0036-05-01 CFDA #93.093, Award Date June 22, 2020, for Award Amount \$2,999,999.00.
- D. The purpose of HPOG is to prepare students for careers in healthcare fields by providing personalized assessment, pre-college/basic skills development, developmental education, college courses leading to a certificate or degree, internships/clinical placements, career services, financial aid, and assistance with childcare, transportation and tutoring, when necessary.
- E. County, pursuant to A.R.S. § 11-254.04, provides economic development services to promote the development of marketable job skills and successful long-term employment.
- F. College has asked County to provide certain HPOG services required by Grantor.
- G. County finds that it is in the best interests of the residents of Pima County to provide these HPOG services through its Department of Community & Workforce Development.
- H. The Healthcare Opportunities with Personalized Educational Supports (“**HOPES**”) project’s objectives and budget for extension year 9/30/2020-9/29/2021 are outlined in Exhibits A and B respectively, which are attached to this Agreement and incorporated herein by this reference.
- I. Grantor is aware of and has allowed College to delegate certain responsibilities to County.



Terms and Conditions

In Consideration of the mutual promises set forth herein and for good and valuable consideration, it is agreed by and between College and County as follows:

1. **Recitals:** The Parties acknowledge and agree that the above recitals are true and correct and are hereby incorporated by this reference.
2. **Description of Work:** The Services ("Services") provided by County to College are described in particularity in Exhibit A.
3. **Description of Budget:** The Budget (**Budget**) provided by College to County is described in particularity in Exhibit B.
4. **Payment:** College shall distribute funds to County in accordance with Exhibit B for the Services to be performed under this Agreement. County will submit an original invoice to College as outlined in Exhibit B. College will remit payment to County within thirty (30) days of receipt of such invoice, for the Services described in the invoice.
5. **Term:** This Agreement will commence on September 30, 2020 and shall continue in full force and effect until September 29, 2021 ("**Term**").
6. **Renewal:** Prior to expiration of the Term, this Agreement may be renewed and extended for additional periods, subject to continued HPOG funding, upon a signed written amendment to this Agreement between the Parties.
7. **Relationship of Parties:** The Parties intend that an independent contractor relationship will be created by this Agreement. The Parties expressly acknowledge that nothing contained in this Agreement will be deemed or construed to create a partnership or joint venture between College and County. Additionally, nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship between the Parties or their respective employees.
8. **Assignment:** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
9. **Termination:** College may terminate and cancel this Agreement without cause upon ninety (90) days written notice to County. County may terminate and cancel this Agreement without cause upon ninety (90) days written notice to College, so long as a suitable replacement is able to be found within such 90-day period. Further, this Agreement may be terminated by either Party for cause. For purposes of this Agreement, "cause" shall mean any act or omission of either Party which is contrary to the other's business interests, reputation, or good will, or for any material breach of this Agreement, and failure to cure such breach within thirty (30) days following written notice of such breach. Upon any



early termination for cause of this Agreement, County shall be compensated for any non-cancellable commitments incurred prior to notice of termination.

10. **Indemnification:** Each Party (as Indemnitor) agrees to indemnify, defend and hold harmless the other Party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "**Claims**") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
11. **Governing Law:** This Agreement shall be construed by and enforced in accordance with the laws of the State of Arizona, Pima County without regard to its principles of conflicts of law. Both Parties submit to the jurisdiction of Federal and State courts located in the State of Arizona, Pima County with respect to all legal actions or proceedings relating to or arising from this Agreement. This Agreement is subject to the applicable provisions of Federal Compliance requirements set forth in Exhibit C.
12. **Arbitration:** The parties recognize that this Agreement is bound by the provisions of A.R.S. §§ 12-133 and any claim not exceeding \$65,000.00 brought under this Agreement may be subject to arbitration. The arbitrator shall be selected by mutual agreement of the Parties; if there is no agreement, then by striking from a list provided by the Superior Court in Pima County. Each Party shall cover its own costs of arbitration.
13. **Disclosure of Information:** During the term of this Agreement, either Party may be exposed to information which is confidential and proprietary ("**Confidential Information**") to the other Party. This information shall be clearly and conspicuously marked and identified as Confidential in order to be deemed as Confidential Information. Confidential Information received by either Party shall be handled, stored and secured in a manner so as to prevent such information from being intercepted by unauthorized parties, lost, published, or otherwise disseminated. In no circumstance shall the Confidential Information be given less protection than the receiving Party's own confidential and proprietary information. Upon expiration or termination of this Agreement, the Parties shall ensure that all Confidential Information of one Party received by the other Party is either (i) promptly returned to the originating/disclosing Party or (ii) to the extent permitted by law, continued to be maintained in a confidential and secure manner until such Confidential Information is properly destroyed at the end of any applicable retention period. Information not clearly and conspicuously marked and identified as Confidential which is disclosed pursuant to a valid public records request shall not be deemed a breach of this Agreement. This Section shall not prohibit either Party from disclosing any information pursuant to a subpoena or court order in criminal, civil or administrative proceedings, or otherwise required by law. The Parties will notify each other, within ten (10) business days, of any instance in which the disclosure or copies of confidential



information is requested to be disclosed under valid order of a court of law. The notification must be sent to the Party via FED-Ex or other next day delivery carrier with a signature requested option. The obligations of this paragraph shall survive the termination of this Agreement. Notwithstanding the foregoing, Confidential Information shall not include any information that:

- a. is or becomes publicly available or known without a negligent or wrongful act, a negligent or wrongful omission, or breach of this Agreement by receiving Party, its employees, or other agents;
- b. has been or is disclosed to receiving Party by a third party who was not, or is not, under any obligation of confidence or secrecy to disclosing Party at the time the third party disclosed or discloses such information to receiving Party;
- c. has previously been disclosed to receiving Party with no obligation or duty of confidentiality;
- d. is independently developed by employees of receiving Party who had no knowledge of the Confidential Information, as evidenced by written records of receiving Party;
OR
- e. is pre-approved for release by written authorization of disclosing Party.

14. **Change in Law:** In the event that there is a change in a statute, regulation or the application or interpretation thereof, or new legislation is enacted which may otherwise make this Agreement illegal, unenforceable, or adversely impact performance under this Agreement, the Parties agree to use their best efforts to agree upon modifications to this Agreement which will make it legal and enforceable and possible to continue performance. If after using best efforts, the Parties are unable to reach any such agreement, then either Party may terminate this Agreement upon thirty (30) days written notice to the other Party, although services will be suspended on the date of the notice.

15. **Notice:** Whenever any notice, demand or consent is required or permitted under this Agreement, such notice, demand or consent shall be written and shall be deemed given when sent by certified mail, return receipt requested to the following address:

If to College:	If to County:
Pima Community College District Grants Services Department Laurie Wright 4905 E. Broadway Blvd. Building D Room 113 Tucson, AZ. 85709	Director, Department of Community & Workforce Development 2797 E. Ajo Way Tucson, AZ 85713 Contact Phone: 520-724-7700

16. **Force Majeure:** Neither Party shall be liable nor deemed to be in default for any delay or failure in performance of this Agreement or other interruptions of service or employment deemed resulting directly, or indirectly, from acts of God, civil or military authority, acts



of public enemy, or accidents, fires, explosions, earthquakes, floods, failure of transportation, epidemics, pandemics, strikes or other work Interruptions by either Party's employees or any similar cause beyond the reasonable control of either Party.

17. Waiver: No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach hereof.

18. Miscellaneous:

- a. Each Party shall retain complete control and jurisdiction over such programs of its own that are outside of this Agreement.
- b. Neither Party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other Party, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- c. Each Party will be responsible for funding and maintaining a budget for any aspect of a program for which that Party is responsible, except a successor Board will not be bound to appropriate funds beyond a fiscal year. Upon termination of this Agreement, equipment furnished or purchased by College for such program shall be retained by College, and equipment furnished or purchased by County shall be retained by County.
- d. If any activities under this Agreement are scheduled to occur on property controlled by County, facilities utilized by County shall be reasonably acceptable to College. County agrees to accommodate site visits at these facilities by College representatives at a frequency deemed appropriate by the College.
- e. The Parties agree that they will not discriminate against any employee or applicant due to race, color, religion, sex, immigration, or national origin, and in this regard they will comply with all applicable federal and state employment laws, rules and regulations, including 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).
- f. County and College will maintain insurance at levels adequate and appropriate to meet the obligations under this Agreement. College acknowledges that County's self-insurance is sufficient for such purposes. College will provide proof of insurance upon request of County.
- g. Each Party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for



the payment of Worker's Compensation benefits or other fringe benefits of said employee(s).

- h. This Agreement is subject to the provisions of A.R.S. § 38-511, which provides in pertinent part:

The state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

- i. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement or affect the legal liability of either Party by imposing any standard of care different from the standard of care imposed by law.
 - j. If applicable; participants enrolled under this Agreement shall be responsible for the payment of all required tuition and fees in amounts set by College pursuant to A.R.S. § 15-1445(3). Provisions for tuition payments for students from other sources may be made by Grantor as a part of this Agreement. Refunds of tuition and fees shall be in accordance with the refund policy approved by College for the fiscal year in which this Agreement is in effect.
19. **Entire Agreement:** This Agreement (i) represents the entire agreement between College and County with respect to the subject matter of this Agreement, (ii) supersedes all prior and contemporaneous agreements, understandings, representations and warranties relating to the subject matter of this Agreement, and (iii) may only be amended, canceled or rescinded by a writing signed by both Parties.
20. **Modification:** No modification of any of the provisions of this Agreement shall be binding unless in writing and signed by authorized representatives of both Parties.

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21. **Severability:** If any section of this Agreement is deemed invalid the remainder of the Agreement shall remain in force.

22. **Headings:** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement:

PIMA COUNTY

PIMA COMMUNITY COLLEGE
DISTRICT

Ramón Valadez, Chairman
Pima County Board of Supervisors

Date: _____

ATTEST:

Signature

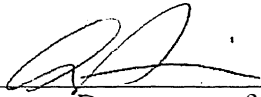
Title

Date: _____

Clerk of the Board

Date: _____

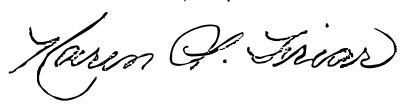
APPROVED AS TO CONTENT:



Director, Department of Community &
Workforce Development

Pursuant to A.R.S. § 11-952(D), the attorney for each of the parties has determined that the foregoing Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party which such attorney represents.

Legal Counsel



Karen S. Friar, Deputy County Attorney



Exhibit A

Services – Scope of Work

Specifications of HPOG Activities – Year 5 Supplemental Extension

(9/30/2020 to 9/29/2021)

A. **COLLEGE:** As HPOG grant recipient, COLLEGE is the lead grant administrator and grantee fiscal agent.

1. As lead grant administrator, COLLEGE will:
 - a. Provide reimbursement for expenditures made by COUNTY for services under this Agreement as set forth in Appendix B.
 - b. Provide educational services to students under HPOG.
 - c. Monitor HPOG grant activities, goals and objectives.
 - d. Assure that COUNTY is able to access:
 - i. Student information necessary for conducting its HPOG activities; and
 - ii. COLLEGE HPOG programming and services.
 - e. Collaborate with COUNTY to:
 - i. Determine support needs beyond those set forth with specificity herein;
 - ii. Provide comprehensive services to students, while avoiding duplication of efforts; and
 - iii. Develop and implement a communication plan to ensure key stakeholders are kept informed.
 - f. Timely prepare and submit all program activity reports required by US HHS.
2. As grantee fiscal agent, COLLEGE will:
 - a. Monitor HPOG fiscal activities.
 - b. In order to determine if budgetary or programmatic adjustments are required, meet with COUNTY:
 - i. Quarterly to review budget expenditures, fund availability, service needs, goals and objectives progress; and
 - ii. Each September during the term of the Agreement, for a year-end comprehensive HPOG program review.
 - c. If inadequate progress is being made, request that COUNTY develop a mutually agreeable plan of action within thirty (30) days of the review. Continued inadequate performance may result in the scope of work and or budget being modified; and
 - d. Timely prepare and submit all fiscal reports required by US HHS.

B. **COUNTY:** As subgrantee, COUNTY will provide student recruitment, intake, case



management, and placement assistance.

1. As support service provider, COUNTY will:

- a. Recruit potential students and determine eligibility for HPOG.
- b. Provide each student with:
 - i. Workforce readiness assessment.
 - ii. Career assessments.
 - iii. Training Plan.
 - iv. Case management services.
 - v. Basic career services and job placement assistance.
 - vi. Support services, including, but not limited to:
 1. Uniforms and supplies;
 2. Transportation assistance; and
 3. Physical and/or mental health referrals.
- c. Meet annual goals and objectives:

COUNTY Activity	Year 5 Supplemental Extension Goals and Objectives
Recruit potential students	Provide space for weekly HPOG info session at COUNTY One-Stop/ARIZONA@WORK Center; attend 35 outreach events/meetings; recruit potential students for weekly information sessions (average weekly attendance is 15 attendees)
Determine eligibility for HPOG applicants	540 HPOG applicants
Provide workforce readiness assessment, career assessments and case management services.	340 HPOG participants
Review and approve training plan for HPOG participants	310 HPOG participants (duplicated)
Provide basic career services	260 HPOG participants
Provide job placement assistance	250 HPOG occupational graduates
Provide support services	280 HPOG participants

- d. Maintain student records in compliance with the Family Educational Rights and Privacy Act (FERPA) and, upon request, provide copies of such student records to COLLEGE.



e. Collaborate with COLLEGE to:

- i. Determine support needs beyond those set forth with specificity herein;
- ii. Provide comprehensive services to students, while avoiding duplication of efforts; and
- iii. Develop and implement a communication plan to ensure key stakeholders are kept informed.

f. Track:

- i. Students' activities in the HPOG program; and
 - ii. Students' job success for 6 months post-HPOG program completion.
- g. Assure that COLLEGE is able to access student information relating to HPOG activities within fourteen (14) days of each HPOG activity.
- h. Submit a statistical report to COLLEGE due on the following dates: 1/30/2021, 4/30/2021, 7/30/2021, and 10/30/2021, summarizing, for the previous quarter: the number of students completing intake, the number of students enrolled into training; the number of students receiving case management, the number of students receiving placement services and the type of placement service, the number of students entering employment; the average wage at placement; and, the number of students retained in employment six months after initial placement.
- i. Cooperate with all review, evaluation and research activities related to HPOG including the implementation of random assignment.

2. As contracting agent, COUNTY will:

- a. Allow COLLEGE to review HPOG fiscal records.
- b. In order to determine if program adjustments are required, meet with COLLEGE:
 - i. Quarterly to review budget expenditures, fund availability, service needs and progress toward annual COUNTY goals and objectives, progress towards HPOG goals and objectives;
 - ii. Develop a plan of action for any unmet goals and objectives; and
 - iii. Each September during the term of the Agreement, for a year-end comprehensive HPOG program review.

C. Both the COLLEGE and the COUNTY agree to the following provisions:

1. HPOG grant funds cannot be used to pay the wages of HPOG participants.
2. Resumes of key staff must be sent to HHS for approval.
3. Documents created by sub-recipient must contain the funding statement, disclaimer and HPOG logo and be sent to US HHS for prior approval: "This document was supported by Grant #90FX0036 from the Administration for Children and Families, HHS. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of HHS." Electronic media must also contain the above elements, as well as links to the official HPOG website and media accounts.



4. Comply/ sign the applicable assurance and certifications (i.e. lobbying form, etc.).
5. Support Grant Goals of:
 - a. Increase opportunities for education, training, support services and employer engagement that will prepare TANF recipients and low-income individuals to enter and advance in the healthcare sector.
 - b. Increase number of TANF recipients and low-income individuals entering healthcare careers.
6. COVID-19 Restrictions.
 - a. All in person and group program services must be provided in compliance with Centers for Disease Control and Prevention ("CDC"), State and County guidelines for operating during the Coronavirus COVID-19 pandemic.
 - b. If either Party's performance of the services, as set forth in this Agreement, must be modified or curtailed to comply with public health restrictions related to COVID-19, that Party will immediately report the situation to the other. The Parties will confer as frequently as believed adequate to determine appropriate performance requirements and activities until services can be resumed in full.
7. Support and monitor Annual Objectives and Five-Year Grant Objectives:

HOPES Year 5 Supplemental Extension Objectives (9/30/2020 to 9/29/2021)	
# of individuals enrolled in HPOG program (unduplicated)	200
# of TANF recipients enrolled (unduplicated)	3
# of participants that begin basic skills education (unduplicated)	45
# of participants completing basic skills education (unduplicated)	50
# of participants that begin any healthcare occupational training (duplicated)	280
# of participants obtaining an occupational credential (unduplicated)	130
# of participants that complete any healthcare occupational training (duplicated)	300
# of participants that obtain employment in a healthcare occupation (unduplicated)	180

END OF EXHIBIT A



Exhibit B

Budget & Payment

Specifications of HPOG Fiscal Responsibility – Year 5 Supplemental Extension

(9/30/2020 to 9/29/2021)

- A. In consideration for the goods and services specified in this Contract for Year 5 Supplemental Extension from 9/30/2020 – 9/29/2020, COLLEGE agrees to pay COUNTY up to \$601,926.00 in accordance with the following budget description.
- B. Request for payment for services under this Contract will be submitted monthly in accordance with the dates below to the COLLEGE on invoices signed by an authorized representative of the COUNTY with accompanying line item detail, effort certification reports for all contracted and non-contracted personnel, and participant level data for all support services.

Month	Invoice due dates
October	11/27/2020
November	12/30/2020
December	1/28/2021
January	2/26/2021
February	3/26/2021
March	4/29/2021
April	5/28/2021
May	6/29/2021
June	7/29/2021
July	8/27/2021
August	9/28/2021
September	10/28/2021

- C. HPOG Director will review and approve all invoices and COLLEGE will pay COUNTY within thirty (30) days of receipt of invoice.

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Pima County Community Services, Employment and Training Department (Pima County One-Stop) sub-recipient budget for HPOG HOPES

Personnel	
Project Manager- 0.2 FTE (Base salary \$58,240)	\$11,648
Project Supervisor - 0.2 FTE (Base salary \$54,080)	\$10,816
Workforce Development Specialists – 1.5 FTE (Base salary \$45,7600)	\$68,640
Employer Outreach Specialist 1.0 FTE (Base salary \$47,840)	\$47,840
Personnel total	\$138,944

Fringe	
Fringe Total 30%	\$41,683

Contractual	
NET (New Employee Transition) contracts (funds will not be used to pay the wages of HPOG participants) – 1 contract at \$5,000 (funds used to incentivize the hiring of HPOG students and can be used to cover training and onboarding expenses)	\$5,000
<i>Contracted Personnel (Some HPOG services will be carried out by personnel supervised by Arizona@Work but carried out by staff of other agencies such as Goodwill under preexisting Arizona@Work contracts)</i>	
Workforce Development Specialists (WDS) – 4.0 FTE at \$52,000 per contracted FTE; Total WDS \$208,000	\$208,000
Intake Specialist – .5 FTE at \$31,200 per contracted intake specialist = \$46,800	\$15,600
Literacy, vocational assessments and behavioral health assessments:	
6 assessments @ \$750 each = \$15,000	\$4,500
Contractual Total	\$233,100

Travel



Local Travel/mileage –	
150 miles	
Per month at 12 months X .445 per mile	\$801
Travel Total	\$801

Supplies	
Office supplies: paper, toner, paper clips, staples etc... \$150 per month for 12 months	\$1,800
Supplies total	\$1,800

Other	
Support services, books and tools, uniforms, childcare, certification exams - \$600/student avg X 250 participants	\$150,000
Space and Communication costs:	
Space costs (includes office, utilities, operational expenses- avg \$2505 per FTE X 7 FTEs	\$17,535
Other total	\$167,535

Total Direct	\$583,863
Indirect (10% of Personnel costs)	\$18,063
Total Indirect	\$601,926

END OF EXHIBIT B



Exhibit C

Federal Compliance

College is a recipient of a Federal grant pursuant to an agreement with a Federal Grantor. That grant requires that certain terms and conditions of the grant be made a part of any subsequent contracts awarded by College related to furthering the performance or deliverables required under that grant. Accordingly, the following Grant Terms and Conditions provided in grant award, apply to any County or Contractor providing services to College under this Agreement.

1. Funding Restrictions

- a. Under Public Law 113-76 Section 105 none of the funds appropriated shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website (<http://www.opm.gov/policy-data-oversight/pay-leave/salarieswages/2014/executive-senior-level>). The salary and bonus limitation does not apply to contractors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from sub-recipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved.

2. Administrative Requirements

- a. Grantees must recognize and safeguard personally identifiable information except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Grantees must meet the requirements in Training and Employment Guidance letter (TEGL 39-11, Guidance on the Handling and Protection of Personally Identifiable Information.
- b. Organization-wide or program-specific audits shall be performed in accordance with the Single Audit Act Amendments of 1996, as implemented by 2 CFR 200 Subpart F, "Audit Requirements" and adopted by DOL in 29 CFR parts 95 and 97. Awardees that are subject to the provisions of 2 CFR 200 Subpart F and that expend \$750,000 or more in a year in Federal awards shall have an audit conducted for that year in accordance with the requirements contained in 2 CFR 200 Subpart F.
- c. Awardees must receive **prior approval** from the Grant Officer for the purchase of any equipment with a per unit acquisition cost of \$5,000 or more, and a useful life of more than one year. This includes the purchases of ADP equipment. Equipment purchases must be made in accordance with 29 CFR 95 or 29 CFR 97, as applicable. This grant award **does not** give approval for equipment specified in an awardee's budget or statement of work unless specifically approved above. If not specified



above, the awardee must submit a detailed description list to the FPO for review within 90 days of the Notice of Award date. Failure to do so will necessitate the need for approval of equipment purchase on an individual basis. Awardees may not purchase equipment in the last year of performance. If any approved acquisition has not occurred prior to the last year of performance, approval for that item(s) is rescinded.

- d. The awardee is required to utilize the addition method if any Program Income is generated throughout the duration of this award. The awardee is allowed to deduct costs incidental to generating Program Income to arrive at a net Program Income [29 CFR Part 95.24(c) or 29 CFR Part 97.25(c)(g)(2)].
- e. All costs incurred by the awardee prior to the start date specified in the award issued by the Department are incurred at the awardee's own expense.
- f. No funds provided under this grant shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall grant funds be used to pay the salary or expenses of any awardee or agent acting for such awardee, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. When issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
- h. The Uniform Administrative Requirements (29 CFR Parts 95 and 97) require all awardee procurement transactions to be conducted in a manner to provide, to the maximum extent practical, open and free competition. If the statement of work identifies a specific entity to provide goods or services, the award does not provide the justification or basis to sole-source the procurement, i.e., avoid competition.
- i. The term "vendor", also referred to as a contractor, is defined in OMB Circular A-133 as a dealer, distributor, merchant or other seller providing goods or services



that are required for the conduct of a Federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the Federal program. When procuring vendor/contractor provided goods and services, grantees and sub-grantees must follow the procurement requirements at 29 CFR 95.40-48 and 29 CFR 97.36, which call for free and open competition.

- j. To ensure that the Federal investment of these funds has as broad an impact as possible and to encourage innovation in the development of new learning materials, as a condition of the receipt of a grant, the grantee will be required to license to the public all work (except for computer software source code, discussed below) created with the support of the grant under a Creative Commons Attribution 4.0 (CC BY) license. Work that must be licensed under the CC BY includes both new content created with the grant funds and modifications made to pre-existing, grantee-owned content using grant funds. This license allows subsequent users to copy, distribute, transmit, and adapt the copyrighted Work and requires such users to attribute the Work in the manner specified by the grantee. Notice of the license shall be affixed to the Work. Only work that is developed by the grantee with the grant funds is required to be licensed under the CC BY license. Pre-existing copyrighted materials licensed to, or purchased by the grantee from third parties, including modifications of such materials, remains subject to the intellectual property rights the grantee receives under the terms of the particular license or purchase. In addition, works created by the grantee without grant funds do not fall under the CC BY license requirement. The purpose of the CC BY licensing requirement is to ensure that materials developed with funds provided by these grants result in work that can be freely reused and improved by others. When purchasing or licensing consumable or reusable materials, grantees are expected to respect all applicable Federal laws and regulations, including those pertaining to the copyright and accessibility provisions of the Federal Rehabilitation Act. Further, the Department requires that all computer software source code developed or created with grant funds will be released under an intellectual property license that allows others to use and build upon them. Specifically, the grantee will release all new source code developed or created with grant funds under an open license acceptable to either the Free Software Foundation and/or the Open Source Initiative. Separate from the CC BY license to the public, the Federal Government reserves a paid-up, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal purposes: the copyright in all products developed under the grant, including a purchases ownership under an award (including, but not limited to, curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. The grantee may not use Federal funds to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities. If applicable, the following needs to be on all products developed in



whole or in part with grant funds, "This workforce product was funded by a grant awarded by a Federal Grantor. The product was created by the grantee and does not necessarily reflect the official position of the Federal Grantor. The Federal Grantor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership."

- k. The awardee must obtain prior approval from the Federal Grantor before holding any conference (which includes meeting, retreat, seminar, symposium, training activity or similar event held in either Federal or non-Federal space), or any activity related to holding a conference, including, but not limited to, obligating or expending Federal Grantor funds, signing contracts for space or services, announcing Federal Grantor's involvement in any conference, and using Federal Grantor's official's name or logo. Federal Grantor retains the right to obtain information from the awardee about any conference that is funded in whole or in part with Federal Grantor's funds. Awardees must submit requests to appropriate Department officials through their Federal Project Officer.
- l. Funding for travel to and from meetings with an Executive Branch Agency Grant funds may not be used for the purposes of defraying the costs of a conference held by any Executive branch department, agency, board, commission, or office unless it is directly and programmatically related to the purpose for which the grant or contract was awarded. No funds made available through Federal Grantor appropriations may be used for travel and conference activities that are not in compliance with Office of Management and Budget Memorandum M-1-12 dated May 11, 2012. (P.L. 113-6, 3003 (c)(d)(e)).

3. Program Requirements

- a. The Solicitation for Grant Applications contains the program requirements for this award.

4. Public Policy

- a. 12928: Pursuant to Executive Order 12928, the awardee is strongly encouraged to provide subcontracting/sub-granting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.
- b. 13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
- c. 13153: Pursuant to Executive Order 13153, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving



company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and sub-recipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

- d. 13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.
- e. The Jobs for Veterans Act (Public Law 107-288) requires grantees to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by Federal Grantor. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Grantees must comply with Federal Grantor guidance on veterans' priority.
- f. The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for Federal Grantor support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.
- g. The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.
- h. The Drug-Free Workplace Act of 1988. 41 U.S.C. 702 et seq., and 2 CFR 182



require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

- i. Pursuant to 15 USC 2225a, the recipient must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the Hotel Motel National Master to see if a property is in compliance, or to find other information about the Act.

College is a recipient of a Federal grant pursuant to an agreement with the Federal Grantor. That grant requires that certain Federal provisions be made a part of any subsequent contracts awarded by College related to furthering the performance or deliverables required under that grant. Accordingly, the following terms provided in the Federal Regulation 29 CFR Part 95, Appendix A, apply to any County or Contractor providing services to College under this Agreement.

1. Equal Employment Opportunity (E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunit.")
2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)--All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and sub-recipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. Sec. 874), as supplemented by 29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States". The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which one is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. When required by Federal program legislation, all construction contracts awarded by the recipients and sub-recipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. Sec. 276a to a-7) and as supplemented by 29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. Contract Work Hours and Safety Standards Act (40 U.S.C. Sec. 327-333)--Where



applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sec. 327-333), as supplemented by Federal Grantor regulations (29 CFR part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under a Contract or Agreement in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. County agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. Sec. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. Sec. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. Byrd Anti-Lobbying Amendment (31 U.S.C. Sec. 1352)—COUNTY certifies to COLLEGE that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. Sec. 1352. COUNTY shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from COUNTY to COLLEGE, per 29 CFR part 98.
8. Debarment and Suspension--No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement Programs in accordance with E.O. 12549 and E.O. 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.