



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: October 6, 2020

\* = 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:**

Homeless Veterans' Reintegration Program (HVRP). HVRP's focus is to help homeless veterans obtain career training and gain other skills needed to gain meaningful employment. The contract can be found in OnBase by searching Contracts 21\*112 in Doc\_ID\_AMS.

**\*Purpose:**

This contract, with subrecipient SER-Jobs for Progress of Southern Arizona, Inc., is designed to provide HVRP services to eligible Pima County homeless veterans in order to gain employment. Additionally, outreach services will be provided to homeless veterans in Pima County.

Attachment: Contract Number CT-CR-21-112

**\*Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.020, Competitive sealed proposals, RFP No. RFP-CSET-HVRP-2017-11 was conducted with delegated authority.

**\*Program Goals/Predicted Outcomes:**

SER will:

- 1) Provide outreach services to a minimum of sixty (60) unsheltered homeless veterans.
- 2) Refer and enroll a minimum of thirty (30) unsheltered homeless veterans into HVRP.
- 3) Place a minimum of eight (8) participants in jobs.

**\*Public Benefit:**

The program provides the resources necessary for homeless veterans to obtain employment and become self-sufficient. The program also 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:**

SER will provide monthly and final summary reports including:

- 1) Names and contact information of homeless veterans referred to HVRP;
- 2) Locations where outreach was conducted; and
- 3) List of events for the homeless and veterans where outreach was conducted.

**\*Retroactive:**

Yes, due to several language changes and delays in getting signatures. The negative impact of not approving this amendment would be that Pima County homeless veterans might not receive assistance to find housing and meaningful employment.

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JLC

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Ver. - 1  
pgs - 20 (1)

**Contract / Award Information**

Document Type: CT Department Code: CR Contract Number (i.e., 15-123): 21-112  
Commencement Date: 7/1/20 Termination Date: 6/30/21 Prior Contract Number (Synergen/CMS):  
☒ Expense Amount: \$\* \$61,863.10 ☐ Revenue Amount: \$

\*Funding Source(s) required: U.S. Department of Labor - Veterans Employment and Training Services

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? Subrecipient #L

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: 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: Rise Hart

Department: Community & Workforce Development Telephone: 724-5723

Department Director Signature/Date: [Signature] 9-29-20

Deputy County Administrator Signature/Date: [Signature] 29 Sep 20

County Administrator Signature/Date: C. DeLubov 9/29/20  
(Required for Board Agenda/Addendum Items)

**Pima County Department of Community & Workforce Development****Project:** Homeless Veterans' Reintegration Program ("HVRP")**Awardee:** SER-Jobs for Progress of Southern Arizona, Inc.  
40 West 28th Street  
Tucson, AZ 85713**Amount:** \$61,863.10**Contract No.:** CT-CR-21-112**Funding:** U.S. Department of Labor

<b>DUNS No.:</b> 964816636		<b>SAM Registration Date:</b> 3/17/20	
<b>Research or Development:</b>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Contract No.:</b> HV-35312-20-60-5-4		<b>Award Date:</b>	2020
<b>Required Match:</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Match Amount:</b>	
<b>Indirect Cost Rate:</b>	<input type="checkbox"/>	<input type="checkbox"/> NICR	<input type="checkbox"/> de minimis <input checked="" type="checkbox"/> None
<b>Status of Contractor:</b>	<input checked="" type="checkbox"/> Subrecipient		<input type="checkbox"/> Contractor

CFDA	Grant Program	National Funding	Pima County Award
17.805	Homeless Veterans Reintegration Program	\$53,000,000.00	\$195,607.00

**1. PARTIES, BACKGROUND AND PURPOSE.**

1.1. **Parties.** This Agreement is between Pima County, a body politic and corporate of the State of Arizona ("County") and SER-Jobs for Progress of Southern Arizona, Inc. ("Awardee"), an Arizona non-profit corporation.

1.2. **Background.**

- 1.2.1. On July 3, 2017, County issued Solicitation No. **RFP-CSET-HVRP-2017-11** ("the RFP") for services eligible for U.S. Department of Labor ("USDOL") – Veterans Employment and Training Services ("VETS") funding for the Homeless Veterans Reintegration Program ("HVRP"). Awardee submitted the most advantageous response to the RFP to provide HVRP services and the Parties entered into an Agreement on September 19, 2017. This Agreement terminated on June 30, 2020.
- 1.2.2. Pursuant to the terms of the RFP, a successful Awardee is eligible, at the discretion of County, to provide services for up to a total of five (5) years. This five (5) year period runs through September 2022.
- 1.2.3. County, as Grantee, has received new HVRP grant funds from USDOL – VETS ("HVRP Grant"). This HVRP Grant ends June 30, 2023.
- 1.2.4. Awardee possesses unique, specialized expertise in providing outreach services to homeless veterans.

### 1.3. Purpose.

- 1.3.1. The Homeless Veterans Reintegration Program ("HVRP"), administered by the U.S. Department of Labor Veterans Employment and Training Service, was created to assist reintegrating homeless veterans into housing, meaning employment and access to benefits.
- 1.3.2. County has reviewed Awardee's performance under the previous HVRP Agreement and finds that Awardee continues to have the capacity to provide such services and finds that it is in the best interests of County to allow Awardee to provide HVRP services consistent with Awardee's response to the RFP. In County's sole discretion, the contract for these HVRP services may be extended through the end of the HVRP Grant.

## 2. **TERM AND EXTENSIONS.**

- 2.1. Original Term. This Agreement will commence on July 1, 2020 and will terminate on June 30, 2021 (the "Initial Term"). "Term," when used in this Agreement, means the Initial Term plus any exercised Extension Options under paragraph 2.2. If the Commencement Date of the Initial Term is before the date of execution, the parties will, for all purposes, deem the contract to have been in effect as of the Commencement Date
- 2.2. Extension Options. To coincide with the term of the HVRP Grant, County may renew this Agreement for two (2) additional periods of up to one (1) year (the "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.
- 2.3. The terms of this Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties. Any amendments to the Agreement must be approved by the County before any services under the amendment commences.
- 2.4. Minor modifications may be made by written memorandum approved and signed by the Director of the Pima County Community & Workforce Development or designee. Minor modifications are changes in the scope, which do not change the specified purpose, outcomes or the total compensation provided through this Agreement and do not in any way increase the direct or indirect liability of the County under this Agreement.
- 2.5. Notwithstanding paragraphs 2.1 and 2.2 above, the term of this Agreement will survive and remain in effect during any period that Awardee has control over grant funds, including program income.

## 3. **SCOPE OF SERVICES.**

### 3.1. Awardee will:

- 3.1.1. Provide the County with the services described in the attached **Exhibit A**.
- 3.1.2. Employ suitably trained and skilled personnel to perform all services under this Agreement.
- 3.1.3. Perform its duties in a humane and respectful manner and in accordance with any applicable professional standards.
- 3.1.4. Obtain and maintain all licenses, permits and authority required for performance under this Agreement.
- 3.1.5. **Give first priority to hiring low-income, disadvantaged or unemployed individuals, if hiring personnel is required or allowed with grant funds provided under this Agreement.**
- 3.1.6. Maintain an accounting manual that describes its financial procedures in sufficient detail to ensure that its financial practices are easily understood.

- 3.2. Unless otherwise provided for herein, the personnel delivering services under this Agreement will:
- 3.2.1. Be employees or volunteers of Awardee;
  - 3.2.2. Satisfy any qualifications set forth herein; and
  - 3.2.3. Be covered by personnel policies and practices of Awardee.
- 3.3. **Confidentiality.** Awardee:
- 3.3.1. Understands and acknowledges that client and applicant files and information collected pursuant to the terms of this Agreement are private and the use or disclosure of such information, when not directly connected with the administration of County's or Awardee's responsibilities set forth in this Agreement, is prohibited, unless written consent is obtained from the individual or, in the case of a minor, from the responsible parent or guardian.
  - 3.3.2. Will provide access to client and applicant files only to persons properly authorized to view and utilize the information to perform the contracted services set forth in this Agreement.
  - 3.3.3. Will observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contracted services.
- 3.4. Awardee certifies that no individual or agent has been employed or retained to solicit or secure this Agreement for commission, percentage, brokerage or contingent fee except a bona fide employee whose job duties include securing business.
- 3.5. No program funded under this Agreement may impair existing agreements for services or collective bargaining agreements or be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and employer concerned.

#### 4. **COMPENSATION AND PAYMENT.**

- 4.1. In consideration for services specified in Exhibit A of this Agreement, County agrees to pay Awardee up to \$61,863.10 ("the Maximum Allocated Amount").
- 4.2. Payment will be made from the HVRP Grant County has received from the Department of Labor ("Awarding Agency").
- 4.3. Payment of the full Maximum Allocated Amount is subject to the Awarding Agency allocating and making available to County the amount set forth above for this Agreement. The Maximum Allocated Amount may be decreased at any time due to reduction, termination, or any other change in the grant funding being provided to County. **Unexpended funds will not be carried over into another fiscal year.**
- 4.4. Awardee must submit a request for reimbursement **every month**, even if no funds are being requested for the prior month. Requests for reimbursement are due as follows:

<b>Contract Month</b>	<b>Due date for Request for Reimbursement</b>
January through May and July through December	15 calendar days from end of month
June	July 7

- 4.5. Each monthly Request for Reimbursement must be submitted to County by the 15<sup>th</sup> working day of each month for the previous month of services and must:
  - 4.5.1. Reference this contract number.
  - 4.5.2. Be approved and signed by both the person(s) that prepared the request and an authorized manager, supervisor or executive of the Awardee to insure proper internal financial controls.

- 4.5.3. Be for services and costs as identified in Exhibit A.
- 4.5.4. Include amount of:
  - 4.5.4.1. Accrued expenditures, if any;
  - 4.5.4.2. Program income, as defined by the federal awarding agency; and
  - 4.5.4.3. All other fiscal resources applied to expenses incurred in providing services under this Agreement.
- 4.5.5. Be accompanied by documentation which must include, but is not limited to:
  - 4.5.5.1. A summary report of monthly expenditures by expense categories as shown in approved budget in Exhibit A of the Agreement.
  - 4.5.5.2. Copies of invoices and/or checks (front and back) to support all purchases of goods or services.
  - 4.5.5.3. If reimbursement is authorized, detailed travel reports to support all travel expenses.
  - 4.5.5.4. Any other documentation requested by County.
- 4.5.6. If reimbursement is authorized for personnel costs, be accompanied, at a minimum by the following documentation for each pay period:
  - 4.5.6.1. 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
  - 4.5.6.2. Accounting system report(s) specifying rate of pay and costs of employer-paid benefits. Fringe benefits must be calculated at the rate shown in the budget in Exhibit A.
- 4.5.7. Be only for participants determined eligible by County and properly enrolled in the program or for other authorized expenses that are not paid or reimbursed by another Federal, State or Local grant revenue source.
- 4.6. If Awardee is required to provide matching funds under the terms of the Awarding Agency, Awardee must also provide the documentation described in Paragraph 4.5 for the matching funds.
- 4.7. **Awardee must utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.** Awardee may not bill the County for costs which are paid by another source. Awardee must notify County within ten (10) days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.
- 4.8. If each request for payment includes adequate and accurate documentation, County will generally pay Awardee within thirty (30) days from the date invoice is received. Awardee should budget cash needs accordingly.
- 4.9. County may, at its sole discretion:
  - 4.9.1. Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.
  - 4.9.2. Liquidate funds available under this Agreement for costs incurred by County on behalf of Awardee.
  - 4.9.3. **Deny full payment** for requests for reimbursement that are submitted to County after the date set forth in Paragraph 4.4. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.

- 4.10. Pursuant to A.R.S. § 11-622, County will **deny reimbursement completely** for requests for payment made later than six (6) months after the last item of the account accrues.
- 4.11. **REQUEST FOR FINAL PAYMENT** for compensation earned and/or eligible costs incurred must be submitted to the County within **fifteen (15) working days after the end of the contract term** on invoices that meet the requirements set forth in Paragraph 4.5 above.
- 4.12. **No payments will be made to Awardee, until all of the following conditions are met:**
- 4.12.1. Awardee has completed and submitted a W-9 Taxpayer Identification Number form;
  - 4.12.2. Awardee has registered as a Pima County Vendor through the Pima County Procurement website;
  - 4.12.3. This Agreement is fully executed; and
  - 4.12.4. Adequate and accurate documentation is provided with each request for payment or invoice.
- 4.13. 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 & Workforce Development ("CWD") or designee. The following provisions apply:
- 4.13.1. The change may not increase or decrease the maximum allocated amount.
  - 4.13.2. 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:
    - 4.13.2.1. The reason the change is necessary; and
    - 4.13.2.2. How the specified purpose, program(s), metrics, or outcomes set forth in this Agreement will continue to be met, despite the requested change.
  - 4.13.3. 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 receiving the written approval for a budget line item change.
  - 4.13.4. **If the Director of CWD 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.**
- 4.14. 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.**
- 4.15. Goods and services provided in excess of the budgeted line item or the maximum allocated amount without prior authorization as set forth in paragraphs 4.13 and 4.14 above will be at Agency's own risk.
- 4.16. Program Income: Awardee must comply with all provisions of the federal awarding agency regarding Program Income.
- 4.17. Disallowed Charges or Cost principles.
- 4.17.1. 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 an incurred cost will be reimbursed under this Agreement.
  - 4.17.2. **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.**

- 4.18. For the period of record retention required under BOOKS AND RECORDS – SECTION 23, County reserves the right to question any payment made under this Section 4.0 and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.

**5. PROGRAM INCOME.**

- 5.1. County does not anticipate that program income, as defined by the Awarding Agency, will be generated under the activities of this Agreement.
- 5.2. In the event that activities under this Agreement do generate program income or program income is authorized, Awardee must:
- 5.2.1. Report to County all program income generated and received as a result of activities carried out with the grant-funds provided pursuant to this Agreement. These reports are due quarterly.
- 5.2.2. Return program income to County within fifteen (15) days of the end of each month, unless otherwise specified in **Exhibit A**.

- 6. INSURANCE.** Awardee will procure and maintain at its own expense insurance policies (the “Required Insurance”) satisfying the below requirements (the “Insurance Requirements”) until all of its obligations under this Agreement have been met. The below Insurance Requirements are minimum requirements for this Agreement and in no way limit Awardee’s indemnity obligations under this Agreement. The County in no way warrants that the required insurance is sufficient to protect the Awardee for liabilities that may arise from or relate to this Agreement. If necessary, Awardee may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

**6.1. Insurance Coverages and Limits:**

- 6.1.1. Commercial General Liability (CGL): Occurrence Form covering liability arising from premises, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate.
- 6.1.2. Business Automobile Liability: Coverage for any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Agreement with minimum limits not less than \$1,000,000 Each Accident.
- 6.1.3. Workers’ Compensation (WC) and Employers’ Liability:
- 6.1.3.1. Workers’ Compensation with Employers Liability limits of \$1,000,000 each accident and \$1,000,000 each employee – disease. Workers’ Compensation statutory coverage is compulsory for employers of one or more employees.
- 6.1.3.2. Note: The Workers’ Compensation requirement does not apply if Awardee is exempt under A.R.S. § 23-901 and has executed the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

- 6.2. Additional Insurance Requirements:** The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 6.2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Agreement, and Awardee must maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.
- 6.2.2. Insurer Financial Ratings: Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.
- 6.2.3. Additional Insured: The General Liability policy must be endorsed to include Pima



County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Awardee. The full policy limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

- 6.2.4. Wavier of Subrogation: Commercial General Liability and Workers' Compensation coverages must each contain a waiver of subrogation in favor of County and its Agents for losses arising from work performed by or on behalf of the Awardee.
- 6.2.5. Primary Insurance: The Required Insurance policies, with respect to any claims related to this Agreement, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of a Awardee's deductible or Self Insurance Retention (SIR).
- 6.2.6. Subcontractors: Awardee must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Awardee must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Awardee must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

### 6.3. Verification of Coverage:

- 6.3.1. Insurer or Broker of Awardee must evidence compliance with the Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include:
  - 6.3.1.1. The Pima County tracking number for this Agreement, which is shown on the first page of the Agreement, and a project description, in the body of the Certificate,
  - 6.3.1.2. A notation of policy deductibles or SIRs relating to the specific policy, and
  - 6.3.1.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation wavier endorsements for the County and its Agents.
- 6.3.2. Each Required Insurance policy and appropriate endorsements must be in effect not less than fifteen (15) days prior to commencement of work under this Agreement. A renewal certificate must be provided to County not less than fifteen (15) days prior to the policy's expiration date to include actual copies of the additional insured and wavier of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Agreement.
- 6.3.3. County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.
- 6.3.4. Cancellation Notice: Awardee's insurance policies and endorsements shall not be permitted to expire, be cancelled, suspended or materially changed from the agreed upon Insurance Requirements for any reason without thirty (30) days advance written notice to the County of the policy cancellation, suspension or material change. Awardee must provide written notice to County within two (2) business days of receipt of notice. For cancellation of non-payment, Insurer is to provide County with written notice ten (10) days prior to cancellation of policy.

- 6.4. Approval and Modifications: The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Agreement amendment, but the

approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Awardee, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

8. **LAWS AND REGULATIONS.**

- 8.1. Compliance with Laws; Changes. Awardee will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules, and regulations during the terms of this Agreement will apply, but do not require an amendment.
- 8.2. Licensing. Awardee warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.
- 8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement must be brought in a court of the State of Arizona in Pima County.
- 8.4. Use of Funds. Awardee warrants that funds provided for personnel employed in the administration of the activities funded under this Agreement will not be used for:
- 8.4.1. Political activities;
  - 8.4.2. Inherently religious activities;
  - 8.4.3. 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);
  - 8.4.4. Political patronage; or
  - 8.4.5. Nepotism activities.
- 8.5. Compliance with Federal Law, Rules and Regulations. Awardee will comply with the applicable provisions of:
- 8.5.1. Title 38 of United States Code (U.S.C.), Sections 2021 and 2023;
  - 8.5.2. Consolidated Appropriations Act, 2017 (Pub. L. 115-31);
  - 8.5.3. The Jobs for Veterans Act (Pub. L. 107-288);
  - 8.5.4. Davis-Bacon Act (Pub. L. 107-217), (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) as amended;
  - 8.5.5. Copeland Anti-Kick Back Act (18 USC § 874 *et seq.*);

- 8.5.6. Fingerprinting, certification, and criminal background checks including, but not limited to the applicable provisions of: A.R.S. §§ 8-804, 36-594.01, 36-3008, 41-1964, and 46-141;
- 8.5.7. Uniform Administrative Requirements (29 CFR parts 95 and 97);
- 8.5.8. Clean Air and Clean Water Act (42 U.S.C.1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15);
- 8.5.9. Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- 8.5.10. Debt Collection and Audit Resolution (Pub. L. 105-220 Sections 128, 133, and 184; 20 CFR Part 652, Subpart D,E and G; 20 CFR Part 667 Subparts D – H; 29 CFR Parts 95, 96, 97, and 99; OMB Circular A-21; 2 CFR 200 and all subparts; Federal Acquisition Regulation 97-03 Part 31; ADES Policies 1-47-01 and 1-47-08);
- 8.5.11. Child Labor Laws (A.R.S. §23-230 *et seq.*);
- 8.5.12. Debarment and Suspension (29 CFR Part 98 and Executive Order 12549);
- 8.5.13. Drug-Free Workplace (U.S.C. 702 *et seq.* and 2 CFR 182);
- 8.5.14. Architectural Barriers Act of 1968, 42 U.S.C. 4151 *et seq.*;
- 8.5.15. Flood Disaster Protection Act of 1973, 42 U.S.C. 4001 *et seq.*;
- 8.5.16. Hotel-Motel Fire Safety, 15 U.S.C. 2225a;
- 8.5.17. Environmental Tobacco Smoke (Pub. L. 103-227, Part C); and
- 8.5.18. All rules and regulations applicable to the Acts set forth above.
- 8.6. Cooperation. Awardee will fully cooperate with County and any other federal agency in the review and determination of compliance with the above provisions.

## **9. INDEPENDENT CONTRACTOR.**

- 9.1. Awardee is an independent contractor. Neither Awardee nor any of Awardee's officers, agents, or employees will be considered an employee of Pima County or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System.
- 9.2. Awardee is responsible for paying all federal, state and local taxes on the compensation by Awardee under this Agreement and will indemnify and hold County harmless from any and all liability which County may incur because of Awardee's failure to pay such taxes.
- 9.3. Awardee will be solely responsible for its program development, operation, and performance.

## **10. SUBCONTRACTOR.**

- 10.1. Except as provided in 10.2, Awardee will not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract. Awardee must follow all applicable Federal, State, and County rules and regulations for obtaining subcontractor services.
- 10.2. Prior written approval is not required for the purchase of supplies that are necessary and incidental to Awardee's performance under this Agreement.
- 10.3. Awardee will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts, any of them, may be liable to the same extent that the Awardee is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract will create any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

- 10.4. Awardee must include the provision set forth in Section 4.0 in all contracts between Awardee and its subcontractors providing goods or services pursuant to this Agreement. Awardee will be responsible for subcontractors' compliance with that provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with the provision.
11. **ASSIGNMENT.** Awardee cannot assign its rights or obligations under this Agreement, in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.
12. **NON-DISCRIMINATION.**
- 12.1. Awardee will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow down of all provisions and requirements to any subcontractors.
- 12.2. During the performance of this Agreement, Awardee will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
- 12.3. Unless exempt under federal law, Awardee will comply with:
- 12.3.1. Titles VI and VII of the Civil Rights Act of 1964 as amended;
- 12.3.2. The Age Discrimination in Employment Act;
- 12.3.3. Section 504 of the Rehabilitation Act of 1973, as amended; and
- 12.3.4. The requirements of the Fair Labor Standards Act of 1938, as amended.
13. **AMERICANS WITH DISABILITIES ACT.** Awardee will comply with Title II of all applicable provisions of the Americans with Disabilities Act (Public Law 1010-33625, 42 U.S.C. §§ 12101-12213) and the applicable federal regulations for Title II (28 CFR Part 35) including 28 CFR Parts 35 and 36. If Awardee is carrying out a government program or services on behalf of County, then Awardee will maintain accessibility to the program to the same extent and degree that would be required by the County under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.
14. **AUTHORITY TO CONTRACT.** Awardee warrants its right and power to enter into this Agreement. If any court or administrative agency determines that County does not have authority to enter into this Agreement, County will not be liable to Awardee or any third party by reason of such determination or by reason of this Agreement.
15. **FULL AND COMPLETE PERFORMANCE.** The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, will not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time will not be construed as an accord and satisfaction.
16. **CANCELLATION FOR CONFLICT OF INTEREST.**
- 16.1. This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
- 16.2. Awardee agrees to comply with all applicable conflict of interest provisions contained in Federal laws and regulations that govern the awarding agency including 24 CFR 84.42 and 570.611.

## 17. TERMINATION/SUSPENSION.

- 17.1. Without Cause: County may terminate this Agreement at any time, without cause, by serving a written notice upon Awardee at least thirty (30) days before the effective date of the termination. In the event of such termination, the County's only obligation to Awardee will be payment for services rendered prior to the date of termination.
- 17.2. With Cause: County or Awardee may terminate this Agreement at any time without advance notice and without further obligation if either Party is in default of any provision of this Agreement.
- 17.3. Insufficient Funds: Notwithstanding Paragraphs 17.1 and 17.2 above, if any state or federal grant monies used for payment or for performance under this Agreement are reduced or withdrawn, County will have the right to either reduce the services to be provided and the total dollar amount payable under this Agreement or terminate the Agreement. To the extent possible, County will endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County will not be liable to Awardee for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to Awardee will be payment for services rendered prior to the date of termination to the extent that grant funds are available.
- 17.4. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Agreement. In the event of such termination, County will have no further obligation to Awardee, other than for services rendered prior to termination.
- 17.5. Suspension: County reserves the right to suspend Awardee's performance and payments under this Agreement immediately upon notice delivered to Awardee's designated agent in order to investigate Awardee's activities and compliance with this Agreement. In the event of an investigation by County, Awardee will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, Awardee will be notified in writing that the Agreement will be immediately terminated or that performance may be resumed.

## 18. NOTICE.

- 18.1. Awardee must give written notice of any change of corporate or entity status as promptly as possible and, in any event, within fifteen (15) days after the change is effective. A change in corporate or entity status includes, but is not limited to, change from unincorporated to incorporated status and vice versa and any suspension or termination of corporate status based on failure to comply with all applicable federal, state, and local reporting requirements.
- 18.2. Any notice required or permitted to be given under this Agreement must be in writing and must be served by delivery or by certified mail upon the other party as follows:

**County:**

Director  
Community & Workforce Development Dept.  
2797 E. Ajo Way  
Tucson, AZ 85713

**Awardee:**

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

19. **NON-EXCLUSIVE CONTRACT.** Awardee understands that this Agreement is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
20. **OTHER DOCUMENTS.** Awardee and County in entering into this Contract have relied upon information provided in the Pima County Solicitation RFP No. RFP-CSET-HVRP-2017-11 including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation

Addenda, Contractor's Proposal and on other information and documents submitted by the Awardee in its' response to said Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**21. REMEDIES.** Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each will be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

**22. SEVERABILITY.** Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

**23. BOOKS AND RECORDS.**

- 23.1. Awardee must keep and maintain proper and complete books, records and accounts, which must be open at all reasonable times for inspection and audit by duly authorized representatives of County.
- 23.2. Awardee must retain all records relating to this agreement at least five (5) years after Awardee submits its single or last expenditure report or until completion of any action and resolution of all issues which arise from any related litigation, claim, negotiations, audit or other action involving the records that was started before the expiration of the 5-year period, whichever is later.

**24. AUDIT REQUIREMENTS.**

**24.1. Awardee will:**

- 24.1.1. Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200).
- 24.1.2. **Establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement.** The accounting must record all expenditures which are used to support invoices and requests for payment from the County.
- 24.1.3. Establish and maintain accounting records which identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.
- 24.1.4. Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
- 24.1.5. Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.
- 24.1.6. Assure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of the audit required pursuant to this Section 24.0, unless a different time is specified by County. The audit submitted must include Awardee responses, if any, concerning any audit findings.
- 24.1.7. Pay all costs for any audit required or requested pursuant to this Section 24.0, unless the cost is allowable for payment with the grant funds provided pursuant to this Agreement under the appropriate federal or state grant law and the cost was specifically included in the Awardee grant budget approved by County.

24.2. Awardee status:

24.2.1. If Awardee is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, Awardee will comply with the applicable audit requirements set forth in A.R.S. §11-624, "Audit of Non-Profit Corporations Receiving County Monies."

24.2.2. If Awardee meets or exceeds the single audit threshold set forth in 2 CFR Part 200, Awardee will comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within ninety (90) days following the end of Awardee's fiscal year.

24.3. Awardee must timely submit the required or requested audit(s) to:

Director  
Community & Workforce Development Dept.  
2797 E. Ajo Way, 3<sup>rd</sup> Floor  
Tucson, AZ 85713

25. **COPYRIGHT.** Neither, Awardee nor its officers, agents or employees will copyright any materials or products developed through contracted services provided or contracted expenditures made under this Agreement without prior written approval by the County. Upon approval, the County will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.
26. **NO JOINT VENTURE.** It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between Awardee and any County employees, or between Awardee and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
27. **NO THIRD PARTY BENEFICIARIES.** Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
28. **PROPERTY OF THE COUNTY.**
- 28.1. Awardee is not the agent of County for any purpose and will not purchase any materials, equipment or supplies on the credit of the County.
- 28.2. Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of the County. Awardee is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Awardee will not use or release these materials without the prior written consent of the County.
29. **DISPOSAL OF PROPERTY.** Termination of this Agreement will not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to this Agreement.
30. **COORDINATION WITH AWARDING AGENCY.** On matters relating to the administration of this Agreement, County will be Awardee's contact with all Federal, State and local agencies that provide funding for this Agreement.

Awardee's contact in this regard will be:

Joaquin A. Murrieta

520-724-9601

[Joaquin@Murrieta@pima.gov](mailto:Joaquin@Murrieta@pima.gov)

31. **ACCOUNTABILITY.** To the greatest extent permissible by law, County, and any authorized federal, state or local agency, including, but not limited to, the State of Arizona, the U.S. Department of Labor, and the Comptroller of the United States will at all reasonable times have the right of access to Awardee's facility, books, documents, papers, or other records which are pertinent to this Agreement, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating Awardee's performance and Awardee's compliance with this Agreement. This provision must be included in all contracts between Awardee and its subcontractors providing goods or services pursuant to this Agreement. Awardee will be responsible for subcontractors' compliance with this provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with this provision.

32. **PUBLIC INFORMATION.**

32.1. Disclosure. Pursuant to Arizona Public Records law, A.R.S. § 39-121 *et seq.*, and A.R.S. § 34-603(H) in the case of construction or architectural and engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in an award of this Agreement, including, but not limited to pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

32.2. Records Marked Confidential; Notice and Protective Order.

32.2.1. If Awardee reasonably believes that some of the records described in paragraph 32.1 above contain proprietary, trade-secret or otherwise-confidential information, Awardee must prominently mark those records "CONFIDENTIAL."

32.2.2. In the event that a public records request is submitted to County for records marked "CONFIDENTIAL," County will notify Awardee of the request as soon as reasonably possible.

32.2.3. County will release the records ten (10) business days after the date of that notice provided pursuant to paragraph 32.2.2, unless Awardee has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records.

32.2.4. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

33. **ELIGIBILITY FOR PUBLIC BENEFITS.** Awardee will comply with applicable provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, which are hereby incorporated as provisions of this Agreement.

34. **LEGAL ARIZONA WORKERS ACT COMPLIANCE.**

34.1. Compliance with Immigration Laws. Awardee hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Awardee's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Awardee will further ensure that each subcontractor who performs any work for Awardee under this agreement likewise complies with the State and Federal Immigration Laws.

34.2. Books and Records. County has the right at any time to inspect the books and records of Awardee and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.



34.3. Remedies for Breach of Warranty. Any breach of Awardee's, or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this Section 34.0, is a material breach of this Agreement subjecting Awardee to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Awardee will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Awardee.

34.4. Subcontractors. Awardee will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 34.0 by including a provision in each subcontract substantially in the following form:

*"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."*

35. **ISRAEL BOYCOTT CERTIFICATION.** Pursuant to A.R.S. § 35-393.01, if Awardee engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, Awardee certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

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**36. ENTIRE AGREEMENT.**

- 36.1. This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and supersedes all prior or contemporaneous agreements and understandings, oral or written.
- 36.2. No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Agreement will affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreements are unofficial information and in no way binding upon County.

IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement on the date written below.

**PIMA COUNTY**

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
Clerk, Board of Supervisors

**APPROVED AS TO CONTENT**

\_\_\_\_\_  
Director  
Community & Workforce Development

**APPROVED AS TO FORM**

\_\_\_\_\_  
Karen S. Friar, Deputy County Attorney

**AWARDEE**

\_\_\_\_\_  
Authorized Officer Signature

Ernest Urias  
\_\_\_\_\_  
Please print name

Director  
\_\_\_\_\_  
Title

9/29/2020  
\_\_\_\_\_  
Date

## SCOPE OF WORK

**1. PROGRAM OVERVIEW. PROGRAM OVERVIEW.**

- 1.1. The Homeless Veterans' Reintegration Program ("HVRP") is designed to help homeless veterans obtain career training and gain other skills needed to gain meaningful employment. Awardee will provide Outreach Services at Awardee's facility to encourage homeless veterans to engage with HVRP.
- 1.2. Unless otherwise specified herein, participation in programs and activities financially assisted in whole or in part by this Agreement must 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. HVRP OUTREACH SERVICES – GENERAL.**

- 2.1. 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. **Awardee must prohibit displacement in all subcontracts.**
- 2.2. Grievances: Awardee will:
  - 2.2.1. 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:
    - 2.2.1.1. Ineligibility determination;
    - 2.2.1.2. Reduction in services;
    - 2.2.1.3. Suspension or termination from program participation; or
    - 2.2.1.4. Quality of service.
  - 2.2.2. Ensure that all applicants and participants are advised of their right to present any grievances to County or to the State.
- 2.3. County will:
  - 2.3.1. Certify program eligibility of individuals seeking Career Services through Pima County ARIZONA@WORK.
  - 2.3.2. Provide contact information for Pima County ARIZONA@WORK personnel with whom Awardee will interact.

**3. HVRP OUTREACH SERVICES – AWARDEE**

- 3.1. General Requirements. Awardee will:
  - 3.1.1. Assign one (1) HVRP Outreach Specialist ("HVRPOS") and one (1) Program Coordinator ("PC") to provide the services set forth in paragraphs 3.2 and 3.3 below.
  - 3.1.2. Ensure HVRPOS participates in One Stop training required to successfully perform the obligations set forth in this Contract. Training is available through federal, state and local sources.
  - 3.1.3. Prior to replacing an individual providing services pursuant to this Contract, confirm continued funding availability with the Director of Community & Workforce Development Department or his designee.
  - 3.1.4. Ensure that staff have written job descriptions consistent with Contractor's proposal for funding. Each job description must be acknowledged and signed by the individual and retained in that individual's personnel file.

3.1.5. Ensure that staff:

- 3.1.5.1. Are familiar with federal program requirements and Pima County ARIZONA@WORK policies, procedures and programs; and
- 3.1.5.2. Refuse remuneration of any kind from participants, participating employers, training vendors or any other person or entity.

3.2. HVRPOS activities. The HVRPOS must possess the necessary qualifications to successfully assist with outreach activities for HVRP. The HVRPOS will:

- 3.2.1. Provide outreach services to unsheltered homeless veterans to encourage them to engage with HVRP. Outreach services include, but are not limited to:
  - 3.2.1.1. Visiting homeless camps;
  - 3.2.1.2. Visiting places where homeless gather;
  - 3.2.1.3. Visiting housing and veterans' agencies; and
  - 3.2.1.4. Attending events for veterans.
- 3.2.2. Refer homeless veterans to the Kino Veterans Workforce Center to be enrolled in HVRP.
- 3.2.3. Establish On-the-Job Training ("OJT") activities as detailed in Section 4 below.
- 3.2.4. Work with Pima County program coordinator(s) to coordinate referral and enrollment of unsheltered homeless veterans into HVRP and other appropriate programs to help enrollees end homelessness.
- 3.2.5. Document enrollments, completions, and activity changes in the database(s) required by the funding source(s) being used by the participant within twenty-four (24) hours of the event's occurrence.
- 3.2.6. Meet monthly with HVRP Program Coordinator(s).

3.3. PC activities. The PC must possess the necessary qualifications to successfully assist with outreach activities for HVRP. The PC will coordinate the following activities:

- 3.3.1. Case management;
- 3.3.2. Support services; and
- 3.3.3. Follow-up to recruiting unsheltered homeless veterans to enroll in HVRP.

4. ON-THE-JOB (OJT) ACTIVITIES. Awardee will ensure HVRPOS assigned pursuant to this Agreement:

- 4.1. Meets with the Pima County ARIZONA@WORK Employer Relations Team ("the Team") weekly and informs the Team of any job leads received.
- 4.2. Within two (2) business days, contacts each employer referred by the Team to determine willingness to participate in the OJT program.
- 4.3. Within five working days of contacting a potential employer, inform the referral source of the employer's willingness to participate and OJT positions that may be provided.
- 4.4. Develop and enter into a contract with each employer providing OJT which:
  - 4.4.1. Outlines positions to be filled, training to be provided and participant benchmarks to be met for each position;
  - 4.4.2. Specifies the start and end dates for each participant;
  - 4.4.3. Specifies the starting and ending wages for each participant; and
  - 4.4.4. Is signed by the Awardee's Director or designee, the employer and the assigned participant.

- 4.5. Prior to contacting a participant for potential placement, review participant's file to:
  - 4.5.1. Ensure an "employment plan" has been developed with the participant and WDS. This plan must be signed by both the participant and the WDS;
  - 4.5.2. Ensure that the "employment plan" addresses barriers to success; and
  - 4.5.3. Determine if participant's employment goal is appropriate for the available OJT opportunity.
- 4.6. After reviewing the file and determining appropriateness, contact the participant referred from Pima County ARIZONA@WORK Case Managers and Job Developers, (individually "referral source") within two (2) working days of receiving the referral to:
  - 4.6.1. Interview the participant to update Individual Service Strategy ("ISS")/Individual Education Plan ("IEP");
  - 4.6.2. Determine the appropriateness of referral to the OJT Program and the particular position under consideration; and
  - 4.6.3. Identify the participant's needs for supportive services and counseling to reduce barriers to job success.
- 4.7. Within three (3) business days after contacting the referred participant contact the referral source to discuss the potential OJT opportunities for the participant.
- 4.8. If the file review and interview conducted under paragraphs 4.5 and 4.6 above indicate a referred individual does not meet OJT Program requirements, return participant to referral source for clients with a written explanation of the reason for return.
- 4.9. Contact a minimum of three (3) potential employers each week on behalf of each participant (until participant is placed into an OJT opportunity) and:
  - 4.9.1. Obtain job descriptions of available OJT positions;
  - 4.9.2. Discuss participant's training and skill development needs that could be met through OJT placement with the employer; and
- 4.10. Prior to placement, explain the potential employers' businesses, benefits, industry, and philosophy to the participant.
- 4.11. After placement, follow-up with the participant and employer monthly to determine success of placement.
- 4.12. Ensure employer is reimbursed within five (5) working days of receipt of invoice or notify employer to resolve any problems with an invoice.
- 4.13. Submit training completion certificate to referral source for each participant that successfully completes OJT.
5. **TARGET POPULATION.** Chronically homeless veterans as defined by the Veterans Administration, homeless female veterans, homeless veterans with families and formerly incarcerated homeless veterans.
6. **OUTCOMES.** Awardee will:
  - 6.1. Provide outreach services to a minimum of sixty (60) unsheltered homeless veterans.
  - 6.2. Refer and enroll a minimum of thirty (30) unsheltered homeless veterans into HVRP.
  - 6.3. Place a minimum of eight (8) participants in jobs.
7. **BUDGET.**
  - 7.1. Awardee will be paid on a Cost Reimbursement basis for services provided July 1, 2020 through June 30, 2021 as follows:

Description	Amount
<b>Operating Budget</b>	
Salaries/Fringe Benefits	\$46,332.00
Staff Development	-0-
Travel	\$89.00
Equipment	-0-
Supplies	-0-
Communications	-0-
Space	-0-
Operating Services	\$4,642.10
<b>Total Operating Budget</b>	<b>\$51,063.10</b>
<b>Other Allocation(s)</b>	
OJT Contracts	\$10,800.00
<b>TOTAL BUDGET</b>	<b>\$61,863.10</b>

7.2 Overtime is not authorized under this Contract and will not be reimbursed.

7.3 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.

## 8. **REPORTING.**

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

8.1.1. Summary Report to include, at a minimum:

8.1.1.1. Names and contact information, if possible, of homeless veterans referred to HVRP.

8.1.1.2. Locations where outreach was conducted.

8.1.1.3. Events for the homeless and veterans where outreach was conducted.

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

8.2.1. Preliminary Financial Closeout Report, no later than **May 15** of the contract year. County may require that this report be provided sooner.

8.2.2. 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.

8.3. Contractor will provide other records and reports as requested by the Director or designee of the Community & Workforce Development Department.

**END OF EXHIBIT A**