

**Pima County Community & Workforce Development****Project:** One-Stop Operator Services**Subrecipient:** SER-Jobs for Progress of Southern Arizona, Inc.  
40 West 28th Street  
Tucson, AZ 85713**Amount:** \$24,000.00**Contract No.:** CT-CR-22-300**Funding:** U.S. Department of Labor/Arizona Department of Economic Security Workforce Innovation and Opportunity Act**Contract Term:** July 1, 2022 through June 30, 2023**Unique Entity Identifier:** F5A8G7JQ9NW6**SAM Registration Date:** 3/3/22**Research or Development:** Yes  No**Federal or State Contract No.:** DI21-002286**Award Date:** 2021**Required Match:**  Yes  No**Match Amount:** 0%**Indirect Cost Rate:**  NICR de minimis None**Status of Agency:** Subrecipient Contractor

CFDA	Grant Program	Federal Funding	Pima County Award
17.258	U.S. Department of Labor /Arizona Department of Economic Security Workforce Innovation and Opportunity Act (WIOA)-Adult Admin	\$854,649,000	\$2,932,167
17.278	WIOA-Dislocated Worker Admin	\$1,322,912,000	\$3,701,237
17.259	WIOA-Youth Admin	\$913,130,000	\$2,994,879

**SUBAWARD AGREEMENT****1. PARTIES AND AUTHORITY.**

- 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. ("Subrecipient"), an Arizona non-profit corporation.
- 1.2. Authority. County selected Subrecipient pursuant to and consistent with County's Procurement Code 11.12.020 Competitive Sealed Proposals.
- 1.3. Solicitation and Response. Under Solicitation for Proposals SFP-CA-OSO-2021-01 ("SFP"), County sought proposals for programs and activities that would qualify for Workforce Innovation and Opportunity Act ("WIOA") funding during Federal Fiscal Year ("FY") 2022. County has determined that the services or activities proposed in Subrecipient's response to the SFP are eligible for WIOA funding and in the best interests of the residents of Pima County.

**2. TERM AND AMENDMENTS.**

- 2.1. The term of this Agreement commences on July 1, 2022 and will terminate on June 30, 2023 (the "Initial Term"). "Term," when used in this Agreement means the Initial Term. If the commencement date of the Initial Term is before the signature date of the last party to

execute this Agreement, the parties will, for all purposes, deem the Agreement to have been in effect as of the commencement date.

- 2.2. 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 and, where applicable, by the Federal sponsoring agency, before any services under the amendment commences. 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 County under this Agreement. Any change that increases or decreases the maximum allocated amount or that changes the Scope of Work in any way will require an amendment to this Agreement. Such change will not be effective, nor will compensation under the change be provided, until the amendment is fully executed by both parties.
- 2.3. Notwithstanding paragraphs 2.1 and 2.2 above, the terms of this Agreement will survive and remain in effect during any period that Subrecipient has control over grant funds, including program income.

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

- 3.1. Subrecipient will provide County with the services described in Exhibit A. Subrecipient will also obtain and maintain all necessary licenses, permits and authority required for performance under this Agreement.
- 3.2. Subrecipient will 1) employ suitably trained and skilled personnel to perform all services under this Agreement; and 2) give first priority to hiring low-income, disadvantaged and/or unemployed individuals, if hiring personnel is required or allowed with grant funds provided under this Agreement. Unless otherwise provided, the personnel delivering services under this Agreement will be employees or volunteers of Subrecipient; satisfy any qualifications herein; and be covered by personnel policies and practices of Subrecipient. 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.
- 3.3. Subrecipient 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.
- 3.4. Confidentiality. Subrecipient 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 Subrecipient's responsibilities 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. Subrecipient will provide access to client and applicant files only to persons properly authorized to view and utilize the information to perform the contracted services in this Agreement. Subrecipient 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.

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

- 4.1. County may pay Subrecipient up to \$24,000.00 (the Maximum Allocated Amount"). County will make all payments from the grant from the U.S. Department of Labor /Arizona Department of Economic Security Workforce Innovation and Opportunity Act (the "Awarding Agency"). Payment of the Maximum Allocated Amount is subject to the Awarding Agency allocating and making available to County the amount for this Agreement. The Maximum Allocated Amount may be amended 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 a new contract year.

- 4.2. Subrecipient will invoice County on a monthly basis as in Exhibit B.
- 4.3. Subrecipient 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:

Agreement Month	Due date for Request for Reimbursement
January through May and July through December	15 calendar days from end of month
June	July 7

- 4.4. Subrecipient must submit each monthly request for reimbursement to County by the 15<sup>th</sup> working day of each month for the previous month of costs and services in Exhibit A and must reference this Agreement number. Each request may only be 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.
- 4.5. The person(s) that prepared the request and an authorized manager, supervisor or executive of the Subrecipient must approve and sign each monthly request for reimbursement to insure proper internal financial controls.
- 4.6. Each request must include amount of actual expenditures; accrued expenditures, if applicable; program income, as defined by the federal awarding agency; and all other fiscal resources applied to expenses incurred in providing services under this Agreement.
- 4.7. Each request must be accompanied by documentation which includes, but is not limited to:
  - 4.7.1. A summary report of monthly expenditures by expense categories as shown in approved budget in Exhibit A.
  - 4.7.2. Copies of invoices and checks (front and back) to support all purchases of goods or services.
  - 4.7.3. If reimbursement is authorized for travel and incidental expenses, detailed travel reports to support all travel expenses.
  - 4.7.4. Any other documentation requested by County.
- 4.8. If reimbursement is authorized for personnel costs, each request must be accompanied, at a minimum by the following documentation for each pay period:
  - 4.8.1. 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
  - 4.8.2. 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.
  - 4.8.3. 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.
- 4.9. Subrecipient must utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient may not bill County for costs which are paid by another source. Subrecipient 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.

- 4.10. If each request for payment includes adequate and accurate documentation, County will generally pay Subrecipient within thirty (30) days from the date invoice is received. Subrecipient should budget cash needs accordingly.
- 4.11. County may, at its sole discretion, 1) determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement; 2) liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient; or 3) deny full payment for requests for reimbursement that are submitted to County after the date in paragraph 4.3. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
- 4.12. 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.
- 4.13. Subrecipient must submit its request for final payment for compensation earned and/or eligible costs incurred to the County within fifteen (15) working days after the end of the Term on invoices that meet the requirements in paragraphs 4.4 through 4.8.
- 4.14. No payments will be made to Subrecipient, until: 1) Subrecipient has completed and submitted a W-9 Taxpayer Identification Number form; 2) Subrecipient has registered as a Pima County Vendor through the Pima County Procurement website; 3) Subrecipient is currently registered on SAM.gov; 4) this Agreement is fully executed; and 5) adequate and accurate documentation is provided with each request for payment or invoice.
- 4.15. The Director of CWD or designee has the sole discretion to grant changes between budget line items of no more than 15%. The change may not increase or decrease the maximum allocated amount. Subrecipient must submit a written request for the line item change on or before May 15<sup>th</sup>. The written request must contain a detailed explanation of the reasons the change is necessary, and how the specified purpose, program(s), metrics, or outcomes in this Agreement will continue to be met, despite the requested change. 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 Subrecipient prior to receiving the written approval for a budget line item change. 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 in the written approval. Goods and services provided in excess of the budgeted line item or the maximum allocated amount without prior authorization in paragraphs 4.13 and 4.14 above will be at Subrecipient's own risk.
- 4.16. Program Income: Subrecipient must comply with all provisions of the federal awarding agency regarding Program Income.
- 4.17. Disallowed Charges or Cost principles will be as follows:
  - 4.17.1. Pursuant to the cost principles 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. Subrecipient 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 Section 22 – Books and Records, County reserves the right to question any payment made under this Section 4 and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.

5. **INSURANCE.** Subrecipient 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 Subrecipient’s indemnity obligations under this Agreement. County in no way warrants that the required insurance is sufficient to protect the Subrecipient for liabilities that may arise from or relate to this Agreement. If necessary, Subrecipient may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

5.1. **Insurance Coverages and Limits:** Subrecipient will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. 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.

5.1.1. **Commercial General Liability (CGL):** Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include coverage for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.

5.1.2. **Business Automobile Liability** – Coverage for bodily injury and property damage on 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.

5.1.3. **Workers’ Compensation and Employers’ Liability** – Statutory coverage for Workers’ Compensation. Workers’ Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.

5.1.4. **Professional Liability (E & O) Insurance** – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this Agreement.

5.2. **Additional Insurance Requirements:**

5.2.1. **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 Subrecipient must maintain such coverage for a period of not less than three years following Agreement expiration, termination or cancellation.

5.2.2. **Additional Insured Endorsement:** The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Subrecipient.

5.2.3. **Subrogation Endorsement:** The General Liability, Business Automobile Liability, Workers’ Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Subrecipient.

- 5.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.
- 5.2.5. The Required Insurance policies may not obligate County to pay any portion of Subrecipient's deductible or Self Insurance Retention (SIR).
- 5.2.6. Subcontractors: Subrecipient 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, Subrecipient must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Subrecipient must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.
- 5.2.7. Notice of Cancellation: Subrecipient must notify County, within two (2) business days of Subrecipient's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or contract number and project description.

5.3. **Verification of Coverage**:

- 5.3.1. Subrecipient must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.
- 5.3.2. County may at any time require Subrecipient to provide a complete copy of any Required Insurance policy or endorsement. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.
- 5.3.3. Subrecipient must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least ten (10) days before work under this Contract commences. Subrecipient must provide County a renewal certificate not less than fifteen (15) days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Contract.
- 5.3.4. All insurance certificates must be sent directly to the appropriate County Department.

- 5.4. **Approval and Modifications**: The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. 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, nor the County's receipt of any other information from the Subrecipient, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

6. **INDEMNIFICATION**. To the fullest extent permitted by law, Subrecipient 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 Subrecipient or any of Subrecipient'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 Subrecipient 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 Subrecipient from and against any and all Claims. Subrecipient 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 Agreement.

## **7. LAWS AND REGULATIONS.**

- 7.1. Compliance with Laws; Changes. Subrecipient 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.
- 7.2. Licensing. Subrecipient warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.
- 7.3. 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.
- 7.4. Use of Funds. Subrecipient warrants that funds provided for personnel employed in the administration of the activities funded under this Agreement will not be used for:
  - 7.4.1. Political activities;
  - 7.4.2. Inherently religious activities;
  - 7.4.3. 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);
  - 7.4.4. Political patronage;
  - 7.4.5. Nepotism activities;
  - 7.4.6. Pursuant to P.L. 116-260, Division H, Section 503, no funds under this grant award may be used for (other than normal executive-legislative relationships) publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video 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;
  - 7.4.7. Activities in Activities in contravention of 5 U.S.C. 522a (the Privacy Act) or regulations implementing the Privacy Act;
  - 7.4.8. Prohibition on contracting with corporations with felony criminal convictions;
  - 7.4.9. Prohibition on contracting with corporations with unpaid tax liabilities;
  - 7.4.10. Prohibition on procuring goods obtained through child labor, P.L. 116-260, Division H, Title I, Section 103;
  - 7.4.11. Prohibition on providing federal funds to Association of Community Organizations for Reform Now (ACORN), P.L. 116-260, Division H, Title V, Section 521;
  - 7.4.12. No Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, or exchanging of pornography, P.L. 116-260, Division H, Title V, Section 520;

- 7.4.13. Health benefits coverage for abortions, P.L. 116-260, Division H, Title V, Sections 506 and 507;
  - 7.4.14. Sterile needles or syringes, P.L. 116-260, Division H, Title V, Section 527;
  - 7.4.15. Promotion of drug legalization, P.L. 116-260, Division H, Title V, Section 509; or
  - 7.4.16. Salary and bonus, either as direct or indirect costs, at a rate in excess of Executive Level II, P.L. 116-260, Division H, Title I, Section 105.
- 7.5. Compliance with Federal Law, Rules and Regulations. Subrecipient will comply with the applicable provisions of:
- 7.5.1. Arizona Department of Economic Security (“ADES”) Special Terms and Conditions;
  - 7.5.2. ADES Debt Collection and Audit Resolution Policies 1-47-01 and 1-47-08;
  - 7.5.3. Davis-Bacon Act (Pub. L.107-217), as amended;
  - 7.5.4. Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*);
  - 7.5.5. Arizona Address Confidentiality Program (A.R.S. § 41-161 *et seq.*);
  - 7.5.6. 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;
  - 7.5.7. 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);
  - 7.5.8. Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
  - 7.5.9. 2 CFR Part 200, Uniform, Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
  - 7.5.10. 20 CFR § 683.295, Is earning of profit allowed under the Workforce Innovation and Opportunity Act;
  - 7.5.11. Child Labor Laws (A.R.S. §23-230 *et seq.*);
  - 7.5.12. Debarment and Suspension (2 CFR Part 180, 2 CFR § 200.214, Executive Orders 12549 & 12689);
  - 7.5.13. Drug-Free Workplace (2 CFR Part 2429);
  - 7.5.14. Environmental Tobacco Smoke (Pub. L. 103-227, Part C);
  - 7.5.15. Workforce Innovation and Opportunity Act (Pub.L.113-128);
  - 7.5.16. P.L. 116-260, Division H, Title V, Section 505 when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money;
  - 7.5.17. Strong encouragement to provide subcontract/subgrant opportunities to Historically Black Colleges and Universities (Executive Order 12928);
  - 7.5.18. Increasing Seat Belt Use in the United States (Executive Order 13043);
  - 7.5.19. Improving Access to Services for Persons with Limited English Proficiency (Executive Order 13166);
  - 7.5.20. Federal Leadership on Reducing Text Messages While Driving (Executive Order 13513);
  - 7.5.21. Ensuring the Future is Made in America by All of America’s Workers (Executive Order 14005);



7.5.22. Conflict of Interest, 24 CFR § 574.625; and

7.5.23. All rules and regulations applicable to the Acts above.

7.6. Cooperation. Subrecipient will fully cooperate with County, ADES, and any federal agency in the review and determination of compliance with the above provisions.

- 8. INDEPENDENT CONTRACTOR.** Subrecipient is an independent contractor. Neither Subrecipient nor any of Subrecipient'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. Subrecipient is responsible for paying all federal, state and local taxes on the compensation by Subrecipient under this Agreement and will indemnify and hold County harmless from any and all liability which County may incur because of Subrecipient's failure to pay such taxes. Subrecipient will be solely responsible for its program development, operation, and performance.
- 9. SUBCONTRACTOR.**
- 9.1. Subrecipient will not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract except prior written approval is not required for the purchase of supplies that are necessary and incidental to Subrecipient's performance under this Agreement. Subrecipient must follow all applicable federal, state, and county rules and regulations for obtaining subcontractor services. Subrecipient 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 Subrecipient 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.
- 9.2. Subrecipient must include the provision in Section 4 in all contracts between Subrecipient and its subcontractors providing goods or services pursuant to this Agreement. Subrecipient 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.
- 10. ASSIGNMENT.** Subrecipient 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.
- 11. NON-DISCRIMINATION.** Subrecipient 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. Subrecipient 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. Unless exempt under federal law, Subrecipient will comply with Titles VI and VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; and Section 504 of the Rehabilitation Act of 1973.
- 12. AMERICANS WITH DISABILITIES ACT.** Subrecipient will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
- 13. WHISTLEBLOWER PROTECTION** This grant award and employees working on this grant award are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712. Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation (48 CFR 3.908).

14. **CLEAN AIR ACT.** Subrecipient agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
15. **FEDERAL WATER POLLUTION CONTROL ACT.** Subrecipient agrees to comply with all standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency (EPA) Regional Office. Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
16. **DEBARMENT AND SUSPENSION.**
  - 16.1. This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Subrecipient is required to verify that none of the Subrecipient's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935).
  - 16.2. Subrecipient must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - 16.3. This certification is a material representation of fact relied upon by the County. If it is later determined that subrecipient did not comply with the requirements of 2 C.F.R. pt. 180, subpart C, and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - 16.4. Subrecipient agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C, and 2 C.F.R. pt. 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.
17. **BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352 (as amended).** Subrecipient shall file the required certification. Each tier certifies to the tier above 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 or 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. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who, in turn, will forward the certification(s) to the awarding agency.
18. **AUTHORITY TO CONTRACT.** Subrecipient 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 Subrecipient or any third party by reason of such determination or by reason of this Agreement.
19. **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.

**20. CANCELLATION FOR CONFLICT OF INTEREST.** This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

**21. TERMINATION/SUSPENSION.**

21.1. Without Cause: County may terminate this Agreement at any time, without cause, by serving a written notice upon Subrecipient at least thirty (30) days before the effective date of the termination. In the event of such termination, County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination.

21.2. With Cause: County or Subrecipient 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.

21.3. Insufficient Funds: Notwithstanding Paragraphs 21.1 and 21.2 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 Subrecipient for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination to the extent that grant funds are available.

21.4. 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 Subrecipient, other than for services rendered prior to termination.

21.5. Suspension: County reserves the right to suspend Subrecipient's performance and payments under this Agreement immediately upon notice delivered to Subrecipient's designated agent in order to investigate Subrecipient's activities and compliance with this Agreement. In the event of an investigation by County, Subrecipient 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, Subrecipient will be notified in writing that the Agreement will be immediately terminated or that performance may be resumed.

**22. NOTICE.** Subrecipient 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. 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  
Pima County Community & Workforce Development  
2797 E. Ajo Way  
Tucson, AZ 85713

**Subrecipient:**

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

- 23. NON-EXCLUSIVE CONTRACT.** Subrecipient 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.
- 24. OTHER DOCUMENTS.** In entering into this Agreement, Subrecipient and County have relied upon information provided in Subrecipient's proposal submitted in response to the SFP (including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, Subrecipient's Proposal, other information and documents). This document is incorporated into and made a part of this Agreement in full herein, to the extent not inconsistent with the provisions of this Agreement, including all exhibits. Subrecipient will promptly bring any provisions which Subrecipient believes are inconsistent to County's attention, and County will provide Subrecipient with its interpretation of the provisions in question. In the event of an irreconcilable inconsistency, the provisions of the awarding agency documents will govern over the conditions of this Agreement, unless otherwise required by law.
- 25. 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.
- 26. 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.
- 27. BOOKS AND RECORDS.** Subrecipient 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. Subrecipient must retain all records relating to this agreement at least five years after Subrecipient 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.
- 28. AUDIT REQUIREMENTS.**
- 28.1. Subrecipient will:
- 28.1.1. Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200).
  - 28.1.2. 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 County.
  - 28.1.3. 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.
  - 28.1.4. Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
  - 28.1.5. 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.
  - 28.1.6. 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 23, unless a

different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings.

28.1.7. Pay all costs for any audit required or requested pursuant to this Section 23, 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 Subrecipient grant budget approved by County.

28.2. If Subrecipient is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, Subrecipient will comply with the applicable audit requirements in A.R.S. §11-624, "Audit of Non-Profit Corporations Receiving County Monies." If Subrecipient meets or exceeds the single audit threshold set 2 CFR Part 200, Subrecipient 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 Subrecipient's fiscal year.

28.3. Subrecipient must timely submit the required or requested audit(s) to:

Contracts

Pima County Department of Community & Workforce Development

2797 East Ajo Way, 3rd Floor

Tucson, AZ 85713

**29. COPYRIGHT.** Neither, Subrecipient 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 County. Upon approval, County will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

**30. 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 Subrecipient and any County employees, or between Subrecipient 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.

**31. 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.

**32. PROPERTY OF THE COUNTY.** Subrecipient is not the agent of County for any purpose and will not purchase any materials, equipment or supplies on the credit of County. Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of County. Subrecipient is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Subrecipient will not use or release these materials without the prior written consent of County.

**33. 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.

**34. COORDINATION WITH AWARDDING AGENCY.** On matters relating to the administration of this Agreement, County will be Subrecipient's contact with all Federal, State and local agencies that provide funding for this Agreement.

- 35. 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 Housing and Urban Development and the Comptroller of the United States will at all reasonable times have the right of access to Subrecipient'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 Subrecipient's performance and Subrecipient's compliance with this Agreement. This provision must be included in all contracts between Subrecipient and its subcontractors providing goods or services pursuant to this Agreement. Subrecipient 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.
- 36. PUBLIC INFORMATION.**
- 36.1. 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.
- 36.2. Records Marked Confidential; Notice and Protective Order. If Subrecipient reasonably believes that some of the records described in paragraph 36.1 above contain proprietary, trade-secret or otherwise-confidential information, Subrecipient must prominently mark those records "CONFIDENTIAL." In the event that a public records request is submitted to County for records marked "CONFIDENTIAL," County will notify Subrecipient of the request as soon as reasonably possible. County will release the records ten (10) business days after the date of that notice unless Subrecipient has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. 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.
- 37. ELIGIBILITY FOR PUBLIC BENEFITS.** Subrecipient will comply with applicable provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, and any Federal sponsoring agency requirements, which are hereby incorporated as provisions of this Agreement.
- 38. ISRAEL BOYCOTT CERTIFICATION.** Pursuant to A.R.S. § 35-393.01, if Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, Subrecipient 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.
- 39. LEGAL ARIZONA WORKERS ACT COMPLIANCE.**
- 39.1. Compliance with Immigration Laws. Subrecipient hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Subrecipient's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Subrecipient will further ensure that each subcontractor who performs any work for Subrecipient under this agreement likewise complies with the State and Federal Immigration Laws.
- 39.2. Books and Records. County has the right at any time to inspect the books and records of Subrecipient and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

39.3. Remedies for Breach of Warranty. Any breach of Subrecipient's, or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this Section 34, is a material breach of this Agreement subjecting Subrecipient 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, Subrecipient 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 Subrecipient.

39.4. Subcontractors. Subrecipient will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 34 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."*

40. **ENTIRE AGREEMENT.** 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. 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.

**SIGNATURE PAGE TO FOLLOW**

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

**PIMA COUNTY**

**SUBRECIPIENT**

\_\_\_\_\_  
Terri Spencer, Procurement Director

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Printed Name & Title

Date: \_\_\_\_\_

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Daniel Sullivan, Director or designee  
Community & Workforce Development

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Deputy County Attorney



1.1. Overall Administration

The Contractor shall:

- 1.1.1. Comply with WIOA law and regulations, federal Uniform Guidance Requirements, State and local policies, and the ARIZONA@WORK Pima County Local Plan.
- 1.1.2. Is responsible for the following services and activities at the Pima County One-Stop Career Centers (“Career Centers”):
  - 1.1.2.1. Facilitate, Monitor and Report the seamless coordination of Resource Area and Basic Career services in Career Centers
  - 1.1.2.2. Facilitate, Monitor and Report the seamless coordination of Reception and initial registration services for all customers
  - 1.1.2.3. Facilitate and Support the Implementing of and fulfilling of cooperative agreements and memoranda of understanding (MOU) with partners
  - 1.1.2.4. Coordinating one-stop partner services, with guidance from Pima County Workforce Investment Board (PCWIB) and Pima County Leadership
  - 1.1.2.5. Coordinating access to virtual resources at appropriate partner locations, libraries, and other points within the Career Centers
  - 1.1.2.6. Facilitate and Support the Developing of processes to ensure that all customers receive appropriate, timely, seamless and effective Career Services including appropriately communicating with persons with disabilities;
  - 1.1.2.7. Facilitate and Support the Developing and implementing a formal referral process for services within and outside of the Center(s); define minimum standards for referral, meet referral follow-up requirements, and document referrals made and received, which also include tracking outcomes;
  - 1.1.2.8. Providing reports as required to the PCWIB
  - 1.1.2.9. Managing technological resources such as webinars and virtual/online trainings
  - 1.1.2.10. Actively leading the Core and Required Partners to integrate services in the Pima County One-Stop System
  - 1.1.2.11. Performing continuous improvement activities to achieve high-level service quality and exceptional customer service including implementation of a customer feedback system and provide quarterly reports of feedback and improvements made
  - 1.1.2.12. Developing and implementing a coordinated staff development/training plan (customer service, cross training on partner services, community resources, etc.) for Career Center staff and Partners program staff
  - 1.1.2.13. Facilitate, Monitor and Report partner responsibilities as defined in the MOU
  - 1.1.2.14. Facilitate, Monitor and Report compliance of hours of operations at Career Centers utilizing Arizona Department of Health Services guidance as a guideline for a safe opening or reopening of access sites and career centers to provide in-person services;
  - 1.1.2.15. Facilitate, Monitor and Report implementation of branding standards for the Federal – a proud partner of the American Job Center network, State – ARIZONA@WORK and Local Workforce Area;
  - 1.1.2.16. Follow federal and state regulations pertaining to handling of Equal Employment Opportunity
  - 1.1.2.17. Facilitate, Monitor and Report compliance with all Federal, State and local policies and procedures relative to the One-Stop System and One-Stop Centers and access sites
  - 1.1.2.18. Have the capability to modify their offering to comply with any new revised WIOA regulations.
- 1.1.3. Provide services as the “ARIZONA@WORK Pima County One-Stop Operator” and under the ARIZONA@WORK Pima County brand regardless of organizational affiliation.
- 1.1.4. Ensure that as an OSO, they

1.1.4.1. Disclose any potential conflicts of interest arising from the relationships with particular training service providers or other service providers, including, but not limited to, career services providers.

1.1.5. Refrain from establishing practices, in coordinating services and serving as a OSO, that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services; and

1.1.5.1. Comply with Federal regulations and procurement policies relating to the calculation and use of profits, including those at 20 CFR § 683.295, the Uniform Guidance in 2 CFR Part 200 including the contractual provisions in 2 CFR 200.326 and 2 CFR part 2900 and other applicable regulations and policies.

1.1.6. Provide competent and cooperative management with a vision for developing and supporting a positive and collaborative organizational environment.

1.1.7. Support the plan through strategies and outline a clear business strategy for the ARIZONA@WORK Pima County system that supports the Local Plan.

## 1.2. Coordination of Services

The Contractor shall:

1.2.1. Be responsible for leading the design, the coordination, and implementation of the partner program service delivery system as outlined in the Local Plan.

1.2.2. Ensure the flow and delivery of services in accordance with workforce system policies.

1.2.3. Use a high level of innovation and creativity in designing and implementing a human-centric workflow system that will benefit ARIZONA@WORK Pima County customers

1.2.4. Develop and/or refine an integrated intake, eligibility and referral process

1.2.5. Coordinate the service delivery of required and participating One-Stop partners and service providers. All services must be consistent with the Local Plan. The OSO needs to encourage all One-Stop partners to work under the ARIZONA@WORK Pima County brand and represent one unified brand to customers. The OSO shall work to develop a plan to address coordinated branding.

1.2.6. As of the issuance of this RFP, the following programs/partners offer services in the County as part of the One-Stop System; however, other required or additional partners may be added or removed at the discretion of the PCWIB.

1.2.7. Programs authorized under Title I of WIOA: Adult Program, Dislocated Worker Program, and Youth Program.

1.2.7.1. Migrant and Seasonal Farmworker Programs;

1.2.7.2. The Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA Title III;

1.2.7.3. The Adult Education and Family Literacy Act (AEFLA) program authorized under Title II of WIOA;

1.2.7.4. The Vocational Rehabilitation (VR) program authorized under Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA Title IV;

1.2.7.5. The Senior Community Service Employment Program authorized under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.);

1.2.7.6. Trade Adjustment Assistance activities authorized under chapter 2 of Title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.);

1.2.7.7. Jobs for Veterans State Grants programs authorized under chapter 41 of Title 38, U.S.C.;

1.2.7.8. Temporary Assistance for Needy Families (Jobs Program only);

1.2.7.9. Job Corps;

1.2.7.10. Employment and training activities carried out by the Department of Housing and Urban Development; and

1.2.7.11. Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law).

1.2.8. Review commitments of the MOU and ensure the execution of partner responsibilities outlined in the agreed upon MOUs between the system partners and the PCWIB.

## 1.3. One-Stop System service delivery locations.

The Contractor shall:

1.3.1. Facilitate and Support the Developing of the efficient flow and integration of services at One Stop Career Center service locations throughout the county. There are two levels of One Stop Career Centers: Comprehensive and Specialized sites. At a minimum, the OSO will visit each Comprehensive location once a month and Specialized site once a quarter; or as determined by the PCWIB to review and conduct workflow analysis is appropriate. Service locations include the following; however, additional locations may be added or removed as service delivery is established at the discretion of the PCWIB and County.

1.3.1.1. Comprehensive Center: The Comprehensive Center shall be open to the public from 8:00 a.m. to 5:00 p.m. MST, Monday through Friday and shall follow the County's holiday schedule.

DES - Tucson - East (ARIZONA@WORK Affiliate Site)

1455 South Alvernon Way Alvernon Heights

Tucson, Pima County, Arizona, Arizona 85711

DES - Tucson - North (ARIZONA@WORK Affiliate Site)

316 West Fort Lowell Road Amphi

Tucson, Pima County, Arizona, Arizona 85705

Kino Workforce Center (ARIZONA@WORK Comprehensive Center)

2801 East Ajo Way

Tucson, Pima County, Arizona, Arizona 85713

Rio Nuevo Service Center (ARIZONA@WORK Comprehensive Center)

340 North Commerce Park Loop City of Tucson Community Resource Center,

Tortolita Building Tucson, Pima County, Arizona, Arizona 85745

1.3.1.2. Specialized Center: If the specialized center is housed within a noncounty facility, the holiday schedule of that facility shall be followed. To access specialized centers, visit:

<https://arizonaatwork.com/locations/pima-county>

#### 1.4. Onsite Partner Leadership

1.4.1. Conduct workflow analysis in the development of a needs assessment that identifies gaps and or challenges in service availability, coordination and delivery.

1.4.2. Submit recommendations of such assessments to the PCWIB and other system partners when applicable.

1.4.3. Analyze whether one-stop center staff possesses the appropriate training, tools and equipment needed to carry out job functions, including:

1.4.3.1. Creating a needs assessment that identifies existing gaps among staff and partner agency staff to ensure their success in supporting one-stop deliveries, and providing recommendations at quarterly meetings regarding specific training needs and professional development;

1.4.3.2. Learn and remain knowledgeable of the program services and performance standards of all system partners and facilitate cross training amongst all staff.

1.4.3.3. Reporting results of staff training to the PCWIB and other system partners when applicable.

1.4.4. In coordination with the PCWIB, assure partners understand their roles in workforce system initiatives impacting customers, such as career pathways, sector strategies and other key strategies or requirements under WIOA.

#### 1.5. Ensure and Report Compliance

1.5.1. Ensure Americans with Disabilities Act and WIOA section 188 compliance for the ARIZONA@WORK Pima County service delivery locations as well as, County ADA policies.

1.5.1.1. ARIZONA@WORK Pima County service delivery locations have and maintain adequate, up-to-date signage related to accessibility of space and programs in compliance with ADA and WIOA section 188.

1.5.1.2. Report annually to the PCWIB on ADA and WIOA section 188 compliance.

#### 1.6. Continuous Improvement Activities

1.6.1. Facilitate and Support the Developing of continuous quality improvement processes to determine efficiency of data tracking, collection, and analysis methods, and integrating lessons learned to update best practices.

- 1.6.2. Assess current level of the effectiveness of quality services based on metrics defined by the PCWIB.
- 1.6.3. Coordinate and adjust delivery practices in collaboration with partner programs as needed.
- 1.6.4. Convene partners quarterly, or more frequently if requested by a majority of MOU partners, the OSO or the Pima County Local Workforce Development board.
  - 1.6.4.1. Create a joint partner plan for system improvement.
  - 1.6.4.2. Provide written and verbal updates on the coordination of the service delivery of One- Stop partners and identify areas of strength and challenge areas.
  - 1.6.4.3. Determine agenda and provide minutes to partners for each meeting.
  - 1.6.4.4. Provide meeting agenda and previous meeting minutes to the local board designee.
- 1.6.5. Coordinate and facilitate meetings with key and core partners, officials, leaders and staff to share best practices, discuss workforce trends, address the needs of the local and regional area, provide education on System Partner programs and services, and review service delivery and efficiencies;
- 1.6.6. Deliver ongoing training and technical assistance as needed.
- 1.7. Meeting Attendance, Tracking and Reporting
  - 1.7.1. Monthly
    - 1.7.1.1. The successful proposer will meet with the PCWIB and/or County to provide updates and address issues on a monthly basis or at an agreed upon frequency.
    - 1.7.1.2. Unless otherwise noted, the successful proposer will prepare and submit written reports and metrics for the PCWIB to the Board's Executive Director. The metrics and reports required for this contract shall include, a summary of OSO activities, but are not limited to the following:
      - 1.7.1.2.1. Submit written reports and metrics by the 15th day following month end:
      - 1.7.1.2.2. One-Stop referrals and enrollments, as well as referrals and enrollments received through WIOA programs operated by partner agencies, in furtherance of an integrated service delivery system. The OSO shall gather data in partnership with all partners as required by the PCWIB and disseminate as necessary.
        - 1.7.1.2.2.1. Total number served by:
        - 1.7.1.2.2.2. Comprehensive Center
        - 1.7.1.2.2.3. Specialized Centers (list individually)
      - 1.7.1.2.3. Ratio of referrals to enrollments into partner programs.
      - 1.7.1.2.4. Total number placed in employment, and total number broken out by the following:
        - 1.7.1.2.4.1. Number of placed in targeted industries/in demand occupations as defined by the PCWIB.
        - 1.7.1.2.4.2. Average wage of those placed in employment.
        - 1.7.1.2.4.3. System training and professional development.
        - 1.7.1.2.4.4. System partner meetings and outcomes.
      - 1.7.1.2.5. Results of customer satisfaction surveys and any event participant survey results, including a list of recommended system improvements to address any concerns identified by customers or participants; and other information requested by the PCWIB and County.
    - 1.7.1.3. Attend PCWIB meetings and committee meetings as directed by PCWIB and County staff.
    - 1.7.1.4. Submit a general ledger summary of expenditures to the PCWIB Staff by the 15th day following the end of a month. Failure to submit accurate and complete reports by the 15th day following the end of a month, may result, at the option of the County, these reports shall be sent to: PCWIB (contact info will be provided in final awarded contract.)
      - 1.7.1.4.1. Expenditures for the One-Stop System will comply with 2 CFR 200; Public Law 113-128 of the 113th Congress described as the WIOA

and Federal and State regulations and guidelines under the WIOA Title, 1-B Federal grant.

1.7.2. Quarterly

1.7.2.1. Prepare and present requested information to the board and/or board committees, as directed by the PCWIB and County.

1.7.3. Annually

1.7.3.1. Submit annual reports to include program year statistics tallied from monthly reports, and other information requested by the County, in a format to be approved by the PCWIB and County.

1.8. In accordance with WIOA §678.620 (b) (1) subject to paragraph (b) (2) an OSO may not perform the following functions:

- 1.8.1. Convene system stakeholders to assist in the development of the local plan
- 1.8.2. Prepare and submit local plans (as required under Section 107 of the WIOA)
- 1.8.3. Be responsible for staff oversight
- 1.8.4. Manage or significantly participate in the competitive selection process for OSO
- 1.8.5. Select or terminate OSO. Career services or youth providers
- 1.8.6. Negotiate local performance accountability measures
- 1.8.7. Develop and submit budget for activities of the WIB

1.9 20 CFR § 679.430 demonstrating internal controls and preventing conflict of interest.

1.9.1 An entity serving as an OSO that also serves a different role within the one stop delivery system may perform some or all of these functions when it is acting in its other role, if it has established sufficient firewalls and conflict of interest policies and procedures. The policies and procedures must conform to the specifications in 20 CFR § 679.430 demonstrating internal controls and preventing conflict of interest.

**2. BUDGET.** For services provided July 1, 2022 through June 30, 2023, County will pay Subrecipient as follows:

Budget Line Item	Projected WIOA Adults Admin	Projected WIOA Dislocated Workers Admin	Projected WIOA Youth Admin	TOTAL
<b>Operating Budget</b>				
Administrative Expenses	\$315.00	\$315.00	\$316.00	\$946.00
Professional & Outside Services	\$7,280.00	\$7,280.00	\$7,280.00	\$21,840.00
Other Operating Equipment	\$405.00	\$405.00	\$404.00	\$1,214.00
<b>Total Operating Budget</b>	<b>\$8,000.00</b>	<b>\$8,000.00</b>	<b>\$8,000.00</b>	<b>\$24,000.00</b>

**END OF EXHIBIT A**

**PIMA COUNTY ONE-STOP CONTRACTOR REPORTING**  
 Bill to Pima County - this form is to be used for submitting all billings to Pima County One Stop  
 Invoice for the month of \_\_\_\_\_, 2022 - 2023

SEND Pima County Kino Service Center  
 INVOICE TO 2797 E. Ajo Way  
 THE ATTN Tucson, AZ 85713  
 OF: Attention: Gail Kozacki-Terek; CWD\_Fiscal@pima.gov

AGENCY SER-Jobs for Progress  
 INVOICE IS 40 W 28th Street  
 FOR: Tucson, AZ 85713

Agency Contract #: CT 22\*300 Date: \_\_\_\_\_  
 Invoice #: CT22\*300 \_\_\_\_\_

**APPROVED BUDGET & BILLING DETAILS**

PAYMENT TERMS: Net 10 Days	APPROVED BUDGET	#1 Billed Amt	#2 Billed Amt	#3 Billed Amt	#4 Billed Amt	#5 Billed Amt	#6 Billed Amt	#7 Billed Amt	#8 Billed Amt	#9 Billed Amt	#10 Billed Amt	#11 Billed Amt	#12 Billed Amt	#13 Billed Amt	#14 Billed Amt
Administrative Expenses	\$ 946.00														
Professional & Outside Services	21,840.00														
Other Operating Equipment	1,214.00														
<b>TOTAL REIMBURSABLE EXPENSES</b>	<b>\$ 24,000.00</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-

  

APPROVED BUDGET	#15 Billed Amt	#16 Billed Amt	#17 Billed Amt	#18 Billed Amt	#19 Billed Amt	#20 Billed Amt	#21 Billed Amt	#22 Billed Amt	#23 Billed Amt	#24 Billed Amt	YEAR TO DATE TOTALS	BALANCE AVAILABLE	CRNT MONTH ACCRUALS
Administrative Expenses	\$ 946.00										-	946.00	-
Professional & Outside Services	21,840.00										-	21,840.00	-
Other Operating Equipment	1,214.00										-	1,214.00	-
<b>TOTAL REIMBURSABLE EXPENSES</b>	<b>\$ 24,000.00</b>	-	-	-	-	-	-	-	-	-	-	24,000.00	-

REIMBURSABLE EXPENDITURES BY FUNDING SOURCE						
LINE ITEM	FUNDING SOURCE					TOTALS
	WIOA Adult Admin	WIOA Youth Admin	WIOA DW Admin			
Administrative Expenses						-
Professional & Outside Services						-
Other Operating Equipment						-
<b>REIMBURSABLE TOTALS</b>	-	-	-	-	-	-

I certify that this billing is complete and accurate to the best of my knowledge and that all expenses are for the purposes set forth in the Contract/Agreement with Pima County.

Prepared by - please print & sign \_\_\_\_\_ Date 01/00/00 Contact Phone Number/Ext \_\_\_\_\_

Authorized Agency Signature - please print & sign \_\_\_\_\_ Date 01/00/00 Contact Phone Number/Ext \_\_\_\_\_

