

**SERIAL 16026 RFP WIOA GENESIS YOUTH PROGRAM  
Contract - Arbor Education & Training LLC**

**DATE OF LAST REVISION: April 27, 2016**

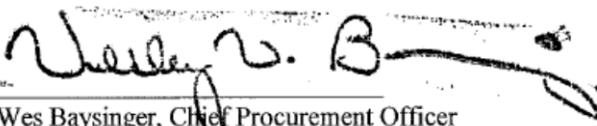
**CONTRACT END DATE: June 30, 2017**

**CONTRACT PERIOD THROUGH JUNE 30, 2017**

TO: All Departments  
FROM: Office of Procurement Services  
SUBJECT: Contract for **WIOA GENESIS YOUTH PROGRAM**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 09, 2015 (Eff. 02/11/16)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

  
Wes Baysinger, Chief Procurement Officer  
Office of Procurement Services

LA/at  
Attach

Copy to: Office of Procurement Services  
Patricia Wallace, Human Services  
Virginia Sturgill, Human Services  
Tina Luke, Human Services

(Please remove Serial 12144-RFP from your contract notebooks)



## **CONTRACT PURSUANT TO RFP**

**SERIAL 16026-RFP**

This Contract is entered into this 11<sup>th</sup> day of February, 2016 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Arbor Education & Training LLC, DBA: ResCare Workforce Services, an Arizona corporation ("Contractor") for the purchase of WIOA Genesis Youth Program services.

### **1.0 CONTRACT TERM:**

- 1.1 This Contract is for a term of Seventeen (17) months, beginning on the 11<sup>th</sup> day of February, 2016 and ending on the 30<sup>th</sup> day of June, 2017.
- 1.2 The initial funds will be available for this contract for a six (6) month period from January 1, 2016 to June 30, 2016.
- 1.3 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of four (4) one (1) year options based on performance, (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

## **SECTION I- DEFINITIONS**

### **1.0 DEFINITIONS**

**Agreement** means a Contract for Services Agreement between Maricopa County, administered by its Human Services Department, and the Contractor.

**Arizona Job Connection (AJC)** means the state's database system used for entering and tracking WIA participants' enrollment and case management activities.

**Applicant** means an individual who is applying for services under WIOA.

**Assistant Director** means the Director of the Workforce Development Division within the Human Services Department.

**Barriers to Employment** means circumstances which present a substantial disability or interference to the individual's ability to obtain or retain employment.

**Basic Education Skills** means those academic skills and abilities necessary and/or beneficial for a person to function successfully in an employment environment.

**Basic Skills Deficient** means the individual computes or solve problems, reads, writes, or speaks English at or below the 8-9 grade level or is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society.

**Board of Supervisors** means the Maricopa County Board of Supervisors.

**Career Exploration** means a service offering exploration activities to assist the individual in decision-making and goal setting who may have experienced unstable or limited work history, limited knowledge of career options and opportunities, or indecision as to vocational training and/or employment career paths.

**Case Management** means a client-centered process through which the individual applying for and/or receiving services is determined in need of appropriate services and/or benefits which are identified, planned, obtained, provided, recorded, monitored, terminated, and follow-up provided where and when appropriate. Any referrals with other youth agencies or partners shall be documented and coordinated to ensure youth receives appropriate resources and services.

**Catalog of Federal Domestic Assistance (CFDA)** means the government-wide listing of Federal programs, projects, services, and activities which provide assistance or benefits to the American public.

**Contract** means the same as Agreement

**Contract Administrator** means the person administering this agreement on behalf of the Department. This person may be the designated liaison between the Department and the Contractor and responsible for contract monitoring and technical assistance.

**Contractor** means the person, firm or organization that enter into an agreement with the County.

**County** means Maricopa County, a political subdivision of the State of Arizona.

**Counseling** means a process of supportive intervention and/or guidance which assists participants to recognize their needs, opportunities, strengths, and/or limitations; to make decisions and to follow a course of action that is beneficial to the participant.

**Credential** means a nationally recognized degree or certificate or state/locally recognized formal documentation of successful attainment of measurable skills such as technical or occupational. Credentials include, but are not limited to, a high school diploma, GED or other recognized equivalents, post-secondary degrees/certificates, recognized skill standards, and licensure or industry-recognized certificates.

**Department** means the Maricopa County Human Services Department.

**DES** means The Arizona Department of Economic Security.

**Director** means the Director of the Maricopa County Human Services Department.

**Disconnected Youth** means a youth age 14 to 24 who are not engaged in Educational Programs or Employment.

**Diploma** means a credential that the Arizona State Department of Education accepts as a secondary school diploma or equivalent to a high school diploma.

**Division** means a section of the Human Services Department in this document refers to the Workforce Development Division.

**Drop-out** means an individual who is not attending any school and who has not received a high school diploma, G.E.D. certificate, or equivalent.

**Educational Gain** means at post-test, participant completes or advances one or more educational functioning levels from the starting level measured on entry into the program (pre-test).

**EEO** means Equal Employment Opportunity.

**FAFSA Application** means a Free Application for Federal Student Aid.

**Fidelity Bond** means a bond to indemnify the Contractor against losses resulting from fraud or lack of integrity, honesty or fidelity of one or more employees, officers or other persons holding a position of trust.

**Individual Service Strategy (ISS)** means an individual competency-based training plan for a Youth participant which shall include an age appropriate employment/training goal, appropriate achievement objectives, and the appropriate combination of services, education, and training for the Youth based on the data provided by objective assessment. Decisions made and outlined within the ISS are to be done in partnership with the participant and need to incorporate the mandated WIOA program elements and include short term and long term goals. Goals on an ISS will be time framed from registration until follow-up services are completed.

**In-School Youth** means an individual who is—(i) attending school (as defined by State law); (ii) not younger than age 14 or (unless an individual with a disability who is attending school under State law) older than age 21; (iii) a low-income individual; and (iv) one or more of the following: (I) Basic skills deficient. (II) An English language learner. (III) An offender. (IV) A homeless individual, a homeless child or youth, a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement. (V) Pregnant or parenting. (VI) A youth who is an individual with a disability. (VII) An individual who requires additional assistance to complete an educational program or to secure or hold employment.

**Job Placement** means entry into unsubsidized part-time or full-time employment.

**Job Specific Skills** means the ability to perform actual tasks and technical functions required by certain occupational fields as defined in the skill attainment system.

**Occupational Skills** means the participant had demonstrated proficiency in those technical occupational skills necessary to maintain employment in a certain occupation or occupational cluster.

**On-the-Job Training (OJT)** means training opportunities provided to youth while employed. Agreements with private or public sector employers willing to hire participants and provide them with the training so that participants can attain the occupational skills needed for full and adequate performance of the job. OJT must be meaningful and productive work for the participants.

**Out of School Youth** means an individual who is— (i) not attending any school (as defined under State law); (ii) not younger than age 16 or older than age 24; and (iii) one or more of the following: (I) A school dropout. (II) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter. (III) A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is— (aa) basic skills deficient; or (bb) an English language learner. (IV) An individual subject to the juvenile or adult justice system (V) A homeless individual, a homeless child or youth, a

runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement. (VI) An individual who is pregnant or parenting. (VII) A youth who is an individual with a disability. (VIII) A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment. (WIOA sections 3(46) and 129(a)(1)(B).)

**Participant** means an individual who is determined eligible to participate in the WIOA Youth program and who receives a service funded by WIOA.

**Payment Bond** means a bond executed to assure payment as required by law of all persons performing work or providing materials in the execution of work provided in this agreement.

**Performance Bond** means a bond executed to secure fulfillment of all of the Contractor's obligations under this agreement.

**Physical Location** means a location where services and activities funded by the program are provided.

**Post-Secondary Education** means a program at an accredited degree-granting institution that leads to an academic degree (i.e. AA, BA, BS) and does not include programs offered by degree-granting institutions that do not lead to an academic degree.

**Post-Test** means a test administered to a participant at regular intervals during the program to measure progress in one or more of the following areas: basic skills, work readiness skills, and occupational skill.

**Pre-Test** means an initial test administered to a participant to determine need in one or more of the following areas: basic skills, work readiness, and occupational skills.

**Program Manager** means the Assistant Director of the Workforce Development Division.

**Provider** means any Contractor and/or Subcontractor providing services required by this agreement.

**Public Agency** has the meaning prescribed by A.R.S. § 11-951.

**Qualified Apprenticeship** means a program approved and recorded by the ETA/Bureau of Apprenticeship and Training (BAT) or by a recognized state apprenticeship agency (i.e. State Apprenticeship Council). Approval is by certified registration or other appropriate written credential.

**Measureable Skills Gain** means a core indicator of performance that leads to a credential or employment. There are four measureable skill gain areas:

- Educational Achievement,
  - *Educational Achievement*, goals are for individuals enrolled in a secondary, post-secondary or occupational training program who plan to complete the program with a credential or transcript within one year.
- Secondary/Post-Secondary Transcript/Report Card,
  - *Secondary/Post-Secondary Transcript/Report Card* goals are for individuals enrolled in a secondary, post-secondary or occupational training program who plan to complete the program with a credential or transcript within one year.
- Training Milestone,
  - *Training Milestone* is a pre-established milestone within a training program.
- Skills Progression.
  - *Skills Progression* means a skill attainment goal that may be set within one of three areas: *Basic Education Skills, Occupational Skills* and *Work Readiness Skills*.

**Unsubsidized Employment** means employment not financed from funds provided under the grant. In the grant program the term “adequate” or “suitable” employment is also used to mean placement in unsubsidized employment which pays an income adequate to accommodate the participant’s minimum economic needs.

**Vocational Assessment** means the method of determining present vocational skill levels, interests, aptitudes, and values and the ability to benefit from WIOA Youth services; for early identification of barriers to education and employment and to assist in establishing program goals.

**Vocational Counseling** means a process of supportive intervention and guidance which assists participants in dealing with such issues as employment, education/occupational training and career paths. In addition, vocational counseling addresses and attempts to empower individuals in making career decisions and in removing barriers which may prevent the attainment of employment and/or education through the provision of referrals to support services when appropriate. Vocational counseling is not behavioral health counseling.

**Workforce Innovation and Opportunity Act (WIOA)** means the act that was signed into law on July 22, 2014, and is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy.

**Work Readiness Goals** means a measureable increase in work readiness skills including world-of-work awareness, labor market knowledge, decision making, and job search techniques, survival/daily living skills, positive work habits, attitudes, and behaviors, motivation and adaptability, and obtaining effective coping and problem-solving skills.

**Work Statement** means the section of the agreement that describes the services to be delivered under this agreement.

## **SECTION II- INTENT AND BACKGROUND**

### **2.0 INTENT:**

Maricopa County through its Human Services Department (MCHSD), Maricopa Workforce Connections (MWC), and Maricopa County Workforce Development Board (MCWDB) is soliciting qualified contractor(s) for the service delivery of effective and innovative Workforce Innovation and Opportunity Act (WIOA) Maricopa County Youth Program Services *Genesis* services. These services shall be provided to eligible in-school and out-of-school youth ages 14-24 as required under the provisions of Title I of WIOA.

The purpose of youth programs under WIOA is to move away from short-term interventions and offer youth a broad range of coordinated services by providing opportunities for assistance in both academic and occupational learning, the development of leadership skills, preparing for further education, and entering employment. WIOA youth programs will provide a needed continuum of services to help primarily disconnected youth navigate between the educational and workforce systems.

Through this solicitation, Maricopa County requests proposals to address employment and educational needs of primarily disconnected youth served by the Human Services Department.

The Genesis Youth program funds are authorized under the WIOA Title 1B Catalog of Federal Domestic Assistance (CFDA) #17.259 (Youth).

### **BACKGROUND:**

WIOA was signed into law on July 22, 2014, and is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. WIOA places emphasis on career pathways for youth, dropout recovery, and education and training that lead to attainment of a high school diploma and a recognized postsecondary credential. Work based learning activities are also a priority under WIOA youth services.

WIOA, a federally funded program through the U.S. Department of Labor, became effective on July 1, 2015. The U.S. Department of Labor may issue further guidance on implementation, technical assistance and policies that are mandated to be followed under this RFP.

## **SECTION III- PROGRAM OVERVIEW AND REQUIREMENTS**

The programs and services must be accessible to all eligible participants. The provider must demonstrate an ability to provide services within Maricopa County.

3.0 Genesis Youth Program staff will be responsible for the following:

- 3.1 Outreach
- 3.2 Eligibility
- 3.3 Intake and Enrollment
- 3.4 Intake Assessments
- 3.5 WIOA Orientation
- 3.6 Individual Service Strategy
- 3.7 Referral to Service Providers
- 3.8 Comprehensive Case Management
- 3.9 Monitoring and Oversight of Service Providers
- 3.10 Service providers will be evaluated on an ongoing basis to verify services are provided as contracted.
- 3.11 Evaluations will include a review of the quality of services provided, the performance outcomes, the program costs, the integrity of fiscal systems and administrative controls, and the adherence to the terms of the contract.

4.0 Service Providers will be responsible for the following:

- 4.1 Delivery of Program Service Elements
- 4.2 Reporting Requirements
- 4.3 Internal Monitoring
- 4.4 Comply with Americans with Disabilities Act (ADA) Regulations
- 4.5 Contractors must be licensed to conduct business in Arizona
- 4.6 Contractors must adhere to Child Labor Laws
- 4.7 Contractors must provide services in a safe environment
- 4.8 Services will be tailored to the needs of the participant, as indicated by assessments, report cards, and skills deficiencies identified through the development of the youth's Individualized Service Strategy.
- 4.9 Contractors will confirm the appropriateness of the referral and service level needs.

5.0 PROGRAM ADMINISTRATION

The Genesis Youth Program will provide administration and contract compliance including monitoring of activities.

6.0 OVERSITE

- 6.1 Maricopa County or any other legally authorized department of Maricopa County, state or federal government may, at any time during the hours of operation with or without notice to the Contractor or to subcontractors:
  - a. Visit or inspect the facilities of the Contractor, or of subcontractors;
  - b. Observe the services provided;
  - c. Interview clients, parents, guardians, personnel, volunteers, interns or subcontractors in privacy; and
  - d. Inspect and copy records relating to the Contract, including but not limited to personnel files, client files, billing documentation, policies and procedures.

7.0 REPORTING AND EVALUATION

- 7.1 Contractor will be responsible for Weekly, Quarterly and Annual reports to Genesis Youth Program staff. Weekly reports are due by Wednesday, following the week services were performed.

- 7.2 Reports are to be filled out and listed by the date the service was provided. Reports should include all appointments or activities scheduled for the given week.
- 7.3 Contractor will be required to contact participants within 48 hours of receiving the referral and meet the participant within seven (7) days of the date of referral to initiate services.
- 7.4 Quarterly reports are required by the 15<sup>th</sup> day of the month following the end of the quarter. (Quarters run on Fiscal Year basis July 1- June 30)
  - 7.4.1 Third Quarter: January 1, 2016 - March 30, 2016
  - 7.4.2 Fourth Quarter: April 1, 2016 – June 30, 2016
  - 7.4.3 First Quarter: July 1, 2016 - September 30, 2016
  - 7.4.4 Second Quarter: October 1, 2016 – December 31, 2016
  - 7.4.5 Third Quarter: January 1, 2017 – March 30, 2017
  - 7.4.6 Fourth Quarter: April 1, 2017 – June 30, 2017
- 7.5 Annual Reports are due by July 15<sup>th</sup> of each year.
- 7.6 The Weekly Participant Report must include the following information per participant:
  - 7.6.1 Participant Name
  - 7.6.2 Participant ID #
  - 7.6.3 Genesis case manager
  - 7.6.4 Date Referral Received
  - 7.6.5 Date of Service
  - 7.6.6 Number of staff hours
  - 7.6.7 Outcomes/results
  - 7.6.8 Next steps
  - 7.6.9 Additional needs identified for Genesis follow-up
  - 7.6.10 Backup documentation
  - 7.6.11 Comments
- 7.7 The Weekly Non-participation report must include the following information per participant:
  - 7.7.1 Participant Name
  - 7.7.2 Participant ID#
  - 7.7.3 Genesis case manager
  - 7.7.4 Date referral received
  - 7.7.5 Appointment date
  - 7.7.6 Service element
  - 7.7.7 Outcomes/results
  - 7.7.8 Comments
- 7.8 Quarterly Reports must include the following information per participant:
  - 7.8.1 Participant Name
  - 7.8.2 Participant ID #
  - 7.8.3 Genesis case manager
  - 7.8.4 Total number of appointments
  - 7.8.5 Total staff hours
  - 7.8.6 Status of participant in program
  - 7.8.7 Comments
- 7.9 Annual Reports must include the following information:
  - 7.9.1 Service Element
  - 7.9.2 Number of participants referred
  - 7.9.3 Number of participants served
  - 7.9.4 Total staff hours

- 7.9.5 Total cost of services delivered
- 7.9.6 Comments

7.10 Report templates will be provided by Genesis Youth Program via e-mail to the Contractor.

7.11 Additional reports may be requested at any time from Genesis Youth Program and Maricopa County.

## 8.0 Participant RECORD KEEPING

8.1 Maricopa County Genesis program is required to maintain an electronic record of participants, services and results in the Arizona Job Connection and HSD Online computer systems. MWC staff will be responsible for extensive participant record keeping in physical case files and electronic files.

8.2 Since information must be entered in a timely and efficient manner, all Service Providers must maintain records in an organized manner. Contractor and their staff shall submit proper case documentation as outlined in Section 7.0.

## 9.0 PROGRAM MONITORING AND EVALUATION

9.1 Genesis staff will monitor the Contractor's compliance with, and performance under, the terms and conditions of the contract. On-site visits shall consist of, case file reviews, administrative reviews, invoicing processes and other items to be identified at the time of contracting. The Contractor shall make available for inspection and/or copying by the Department's monitors, all records and accounts relating to the work performed or the services provided under the Contract. Contractor shall be monitored for fiscal, program delivery and contract compliance bi-annually or more often as needed. Monitoring shall occur during Contractor's normal business hours, announced or unannounced.

9.2 Contractors found to be deficient in any area shall receive written notification of findings and required corrective actions. Contractors shall provide a written response outlining corrective actions and steps to ensure findings are corrected and resolved to preclude future issues as directed in the monitoring report.

9.3 Contractor shall be responsible for monitoring worksites for those participants that are engaged in worksite activities. Genesis Staff may also monitor the worksites of those participants engaged in worksite activities.

## 10.0 VISITATION WITH CLIENTS

The Contractor shall allow the Genesis staff, or other representative of Maricopa County, to visit with the client at any reasonable time during the Contractor's hours of operation under this Contract. The Genesis staff, or other representative, in their sole discretion, may direct that the visitation be outside the presence of any personnel of the Contractor or subcontractors. If the Genesis staff, or other representative so directs, the Contractor shall provide a location for the visitation which assures that the Genesis staff, or other representative may communicate in complete privacy.

## 11.0 CONFIDENTIALITY OF CLIENT INFORMATION

11.1 Compliance. The Contractor, its personnel, volunteers, interns and subcontractors unless otherwise exempt, shall adhere to all federal, state and local laws regarding confidentiality including, but not limited to the Health Insurance Portability and Accountability Act (HIPAA) Pub. L. No. 1-4-191 (1996) and regulations promulgated there under.

11.2 Personally Identifiable Information. PII is any data that could potentially identify a specific individual. Contractor shall ensure information containing participants' PII is not transmitted either electronically or hard copy.

- 11.3 Prohibition. The Contractor, its personnel, subcontractors, volunteers and interns shall not divulge or release information received from Genesis staff about any participant to anyone without a court order, except to the program staff, or anyone authorized by the Contract Officer to receive it. Violation of this Paragraph or applicable law shall constitute grounds to terminate the Contract.
- 11.4 Release Authorization. Release of records containing participant information requires a signed authorization/release form executed in accordance with current state licensing and federal standards. All release authorization forms shall be maintained by the Contractor and indicate the person or agency to receive the information, the specific information to be released, and the expiration date or event that will trigger the expiration date of the release, and shall be signed by the participant and the participant's parent, guardian, or designated representative. Release forms shall meet all federal and state requirements, as applicable and including, but not limited to, 42 CFR Part 2 and 45 CFR 164.508. Unless the entity is otherwise exempt, disclosures must be accounted for within 45 CFR 164.528.
- 11.5 Record Dissemination. Except for the persons identified above (Section 11.4), the Contractor shall refer persons requesting records or written documentation containing participant information relating to this Contract to Genesis staff. The Contractor shall maintain release authorization forms to track the dissemination of information in each participant's record, except for the release of record to the program staff.
- 11.6 Research Data. Notwithstanding any other provision of this contract, the Contractor shall not provide to anyone other than Genesis staff any information, including information about clients in whatever form, for research purposes without the prior written approval of the Contract Officer. The Contractor shall refer any requests for such information to the Contract Officer and such requests shall be in writing. Approval shall be within the discretion of the Contract Officer.
- 11.7 Subpoenas. If the Contractor receives a subpoena requesting records relating to this Contract, the Contractor, before complying with the subpoena, shall immediately notify the Contract Officer, and supply that officer with a copy of the subpoena.
- 12.0 **INCIDENT REPORTING REQUIREMENTS**
- 12.1 The Contractor shall ensure mandatory reporting to Law Enforcement and/or Child Protective Services is conducted pursuant to A.R.S. §13-3620 and shall report incidents identified as required by law, licensing regulations and agency policy (as applicable).
- 12.2 Contractor shall ensure incidents involving participants served under the Contract are reported to program staff.
- 12.2.1 **Parties to Notify.**
- 12.2.1.1 *Maricopa County – Youth Program Supervisor.* The Contractor shall report to the Youth Program Supervisor incidents involving participants in accordance with the Standard Terms & Conditions of the contract. Incidents impacting the health, safety and welfare of participants whether or not the incident involved participants served under this Contract shall also be reported to the Maricopa County Youth Program Supervisor. The incident report shall exclude identifying information for individuals not funded by Maricopa County.
- 12.2.1.2 *Law Enforcement.* The contractor shall report incidents to law enforcement as required by law and according to the Contractor's policies and procedures.
- 12.2.1.3 *Parent/Guardian.* The Contractor shall notify the parent or guardian of the incidents set forth in this Paragraph as deemed appropriate.

- 12.2.2 **Health, Safety and Welfare Incidents.** The Contractor shall report all incidents to the Youth Program Supervisor impacting the health, safety and welfare of participants whether or not the incidents involved participants served under this contract. The Contractor shall follow the guidelines/timeframes set forth for reporting and documenting of incidents.
- 12.2.3 **Significant Incidents.** The Contractor shall report the following significant incidents by telephone to the Youth Program Supervisor by 12:00 noon on the next business day after the incident occurs or after becoming aware of the incident. The Contractor shall also submit a written incident report to the Youth Program Supervisor no later than 24 hours after the occurrence of any incidents:
- 12.2.4 **General Incidents.** The Contractor shall report the following incidents involving clients served under this contract by submitting a written incident report to the Youth Program Supervisor no later than 24 hours after the occurrence or becoming aware of the incident.
- 12.2.4.1 Homicidal or suicidal attempt or threat with a plan;
  - 12.2.4.2 Physical assault (whether or not an injury occurs);
  - 12.2.4.3 Medical treatment beyond first aid as a result of an injury while in a contract service;
  - 12.2.4.4 Emergency room or urgent care visits;
  - 12.2.4.5 Request for emergency mental health stabilization provided by first responders and/or crisis intervention teams;
  - 12.2.4.6 Sexual behavior involving staff and/or clients/youth (consensual or not);
  - 12.2.4.7 Emergency safety response (ESR), locked seclusion and/or restraint;
  - 12.2.4.8 Weapons possession;
  - 12.2.4.9 Possession by a client of any quantity of illicit drugs or alcohol or of medications not prescribed to the client;
  - 12.2.4.10 Prescription medication errors;
  - 12.2.4.11 Any missed medication dosages and/or medication refusals that exceed two (2) consecutive days. Note: Refusals must be discussed with the case manager officer and documented;
  - 12.2.4.12 Acts by clients or staff where the Contractor involves law enforcement, excluding runaway youth;
  - 12.2.4.13 Self-harming behavior (with or without injury);
  - 12.2.4.14 Reported acts of inappropriate discipline and/or inappropriate behavior management involving clients by staff; and
  - 12.2.4.15 Traffic accidents involving clients transported by the Contractor or its personnel, transport contractor, volunteers or interns.
- 12.2.5 **Incident Report Form.** All incident reports must be legible and be signed by the staff who prepared the report as well as by the staff who approved the report. The completed memo must be sent to the Youth Program Supervisor. The Contractor shall maintain a file of written incident reports that are available for review under this contract.
- 12.2.6 **Maricopa County Response to Incident Reports or Complaints.** The Youth Program Supervisor shall take the following steps upon Contractor notification of an incident in this Paragraph:
- 12.2.6.1 The Youth Program Supervisor shall review the verbal and written information to determine if the incident requires investigation. The Youth Program Supervisor may direct the Contractor to initiate an internal review and/or request additional information and/or require specific action;
  - 12.2.6.2 If the Contractor's actions are such as to warrant the concern of the Youth Program Supervisor, the Youth Program Supervisor shall investigate further or forward the information to the relevant authorities;
  - 12.2.6.3 If the Youth Program Supervisor is not satisfied with the Contractor's response to an incident, the Contract Officer may take any appropriate action.

## **SECTION IV - TERMS AND CONDITIONS**

### 4.0 FEE ADJUSTMENTS:

- 4.1 Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

### 5.0 PAYMENTS:

- 5.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "D."
- 5.2 Contractor must provide a cost per unit of service, for the services performed and shall be reimbursed after services have been provided.
- 5.3 Payment shall be made upon the County's receipt of a properly completed invoice.

### 6.0 INVOICES:

- 6.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Description Services
  - Date of Services
  - Participant & ID #
  - Description of Service
  - Cost of Service
- Total Amount Due

Contract reimbursement shall be on a pay-for-performance or fee-for-service and in accordance with 29 CFR 97.21.

- 6.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 6.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).
- 6.3.1 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).
- 6.3.2 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is

required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

7.0 APPLICABLE TAXES:

- 7.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 7.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract, it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
- 7.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

8.0 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

9.0 AVAILABILITY OF FUNDS:

- 9.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.
- 9.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County **shall** be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

10.0 DUTIES:

- 10.1 The Contractor shall perform all duties stated in Exhibit "B" Scope of Work, or as otherwise directed in writing by the Procurement Officer.
- 10.2 During the Contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

**11.0 INDEMNIFICATION:**

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the negligent performance of this Agreement, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

**12.0 INSURANCE:**

12.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

12.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

12.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

12.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

12.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

12.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

12.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

12.8 **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

12.9 **Commercial General Liability – Occurrence Form**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than those stated below.

- General Aggregate \$2,000,000
- Products/Completed Operations Aggregate \$2,000,000
- Each occurrence \$1,000,000

The policy shall include coverage for premises liability, bodily injury, property damage, personal injury, products and completed operations and contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims.

12.10 **Commercial/Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles assigned to or used in the performance of this Contractor's work or services or use or maintenance of the Premises under this Contract.

Combined Single Limit (CSL) \$1,000,000

12.11 **Workers' Compensation**

Workers' Compensation	Statutory	
Employers' Liability		
Each Accident		\$1,000,000
Disease – Each Employee		\$1,000,000
Disease – Policy Limit		\$1,000,000

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract;

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

12.12 **Sexual molestation and physical abuse**

When services involve working with these groups of individuals, the insurance requirements in the contract need to be revised to include coverage for "**sexual molestation and physical abuse**". Coverage for this type of claim, or allegation, is excluded from standard general liability policies. Therefore, contractors whose services include working with and/or caring for youth and vulnerable adults should have their policies specifically endorsed to include this coverage.

Minimum Limits:

- General Aggregate \$2,000,000
- Each Occurrence Limit \$1,000,000
- Sexual Abuse/Molestation \$2,000,000

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

**The policy shall be endorsed to include coverage for physical/sexual abuse and molestation.**

The policy shall be endorsed to include the following additional insured language: "Maricopa County, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, and agents, shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

12.13 Subcontractors:

Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

12.14 Certificates of Insurance:

Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

12.15 INSPECTION OF SERVICES:

12.15.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

12.15.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

12.15.3 If any of the services do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

12.15.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

12.15.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

12.15.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

12.15.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

12.15.4.2 Terminate the Contract for default.

12.16 REQUIREMENTS CONTRACT:

12.16.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed. County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor.

12.16.2 The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

12.16.3 Purchase orders will be cancelled in writing.

12.17 Suspension of Work

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

12.18 Stop Work Order

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

12.18.1 Cancel the stop-work order; or

12.18.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

12.18.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

**12.19 UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

**12.20 TERMINATION FOR DEFAULT:**

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

12.20.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

12.20.2 Make progress, so as to endanger performance of this contract; or

12.20.3 Perform any of the other provisions of this contract.

12.20.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

**12.21 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**12.22 CONTRACTOR LICENSE REQUIREMENT:**

12.22.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

12.22.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

**12.23 SUBCONTRACTING:**

12.23.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

12.23.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

**12.24 AMENDMENTS:**

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

**12.25 ADDITIONS/DELETIONS OF SERVICE:**

12.25.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

12.25.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

**12.26 VALIDITY:**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

**12.27 SEVERABILITY:**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

**12.28 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

**12.29 SAFEGUARDING OF PARTICIPANT INFORMATION**

The use or disclosure by Contractor or any party of any information concerning a program participant for, or recipient of, services under this Contract is directly limited to the conduct of this Contract. Contractor and its agents shall safeguard the confidentiality of this information, just as Contractor would safeguard its own confidential information.

12.30 NON-DISCRIMINATION IN SERVICE DELIVERY

The Contractor shall not deny services to or otherwise discriminate in the delivery of services against any client on the basis of race, color, religion, gender, national origin, age, disability, or sexual orientation. For purposes of this Paragraph, gender discrimination includes sexual harassment

12.31 NON-DISCRIMINATION IN EMPLOYMENT

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age, disability, or sexual orientation. The Contractor shall comply with all applicable federal, state and local laws, regulations and rules, and executive and administrative orders regarding employment discrimination. For purposes of this Paragraph, gender discrimination includes sexual harassment.

12.32 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall 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.

12.33 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

12.33.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

12.33.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.20 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

12.34 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902. An attempt to influence includes, but is not limited to:

12.34.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

12.34.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

**12.35 RETENTION AND ACCESS REQUIREMENTS FOR RECORDS**

12.35.1 In accordance with 29 CFR 97.42 and section MCI 371 of the Maricopa County Procurement Code, Contractor shall maintain all financial and programmatic records, supporting documents, statistical records, and other records which are required to be maintained by the terms of program regulations and the agreement. All records reasonably considered as pertinent to program regulations and the agreement.

12.35.2 Contractor shall retain all records pertaining to the agreement for a period of six (6) years after the termination of the agreement term. If any litigation, claim, negotiation, audit or other action involving the records is started before the expiration of the agreement term, Contractor shall retained the records until completion of the action and resolution of all issues which arise from it or until the end of the regular 6-year period, whichever is later.

12.35.3 To avoid duplicate recordkeeping, the County may make special arrangements with the Contractor to retain any records which are continuously needed for joint use. The County shall request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the County, the 6-year retention requirement is not applicable to the Contractor.

12.35.4 Starting date of retention period-General. When grant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the Contractor submits to the County its' single or last expenditure report for that period. However, if the agreement is continued or renewed, the retention period for each year's records starts on the day the Contractor submits its expenditure report for the last program year. In all other cases, the retention period starts on the day the Contractor submits its final expenditure report. If an expenditure report has been waived, the retention period starts on the day the report would have been due.

12.35.5 Records for income transactions after agreement term. In some cases Contractor must report income after the agreement term. Where there is such a requirement, the retention period for the records pertaining to the earning of the income starts from the end of the contract period in which the income is earned.

12.35.6 Indirect cost rate proposals, cost allocations plans, etc. This paragraph applies to the following types of documents, and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

12.35.7 If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the County to form the basis for negotiation of the rate, then the 6-year retention period for its supporting records starts from the date of such submission.

- 12.35.8 If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the County for negotiation purposes, then the 6-year retention period for the proposal plan, or computation and its supporting records starts from end of the contract period covered by the proposal, plan, or other computation.
- 12.35.9 Access to records-Records of Contractor. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy, and make use of, any and all said materials. To include any pertinent books, documents, papers, or other records of the Contractor and subcontractors which are pertinent to the agreement, in order to make audits, examinations, excerpts, and transcripts.
- 12.35.10 If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to the agreement are not sufficient to support and document that requested services were provided, the Contractor shall reimburse the County for the services not so adequately supported and documented.
- 12.35.11 Expiration of right of access. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.
- 12.35.12 Restrictions on public access. The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to records unless required by Federal, State, or local law, Contractor and subcontractors are not required to permit public access to their records.

12.36 **AUDIT DISALLOWANCES:**

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

12.37 **OFFSET FOR DAMAGES:**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

12.38 **PUBLIC RECORDS:**

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information. by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

12.39 **PRICES:**

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

12.40 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

12.41 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

12.42 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

12.43 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

1.4 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

- 1.4.1 Exhibit B, Scope of Work
- 1.4.2 Exhibit D, Vendor Information, Cost Summary and Pricing
- 1.4.3 Exhibit E, Cover Sheet
- 1.4.4 Exhibit F, Subcontractor Information (If applicable)
- 1.4.5 Exhibit G, Certification Regarding Debarment
- 1.4.6 Exhibit H, Accounting Certification, Accounting Packet Certification Statement
- 1.4.7 Exhibit I, Lobbying Disclosure (Lobbying Packet)

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Office of Procurement Services  
ATTN: Contract Administration  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

For Contractor:

Arbor Education & Training LLC, DBA: ResCare Workforce Services  
9901 Linn Station Road  
Louisville, Kentucky 4022

## **SECTION V- SPECIAL TERMS AND CONDITIONS**

This Contract is for a term of Eighteen (18) months, beginning on the 1<sup>st</sup> day of January, 2016 and ending on the 30<sup>th</sup> day of June, 2017.

### 5.0 DUNS Number and System for Award Management Registration

Funding for activities under this contract are provided through federal Department of Labor. All Contractors that receive federal funding must obtain a Data Universal Numbering System (DUNS) number through <http://fedgov.dnb.com/webform> . Contractor must also be register and remain current with the System for Award Management (SAM) [www.sam.gov](http://www.sam.gov) a database of basic business information for contractors that receive federal funds. All contractors shall provide their DUNS Number with proposal submittal. For additional information regarding SAM visit this website:

[https://www.sam.gov/sam/transcript/Quick\\_Guide\\_for\\_Grants\\_Registrations.pdf](https://www.sam.gov/sam/transcript/Quick_Guide_for_Grants_Registrations.pdf)

### 5.1 Religious Activities

The Contractor agrees that costs, planned or claimed, including costs incurred, shall not include any expense for any religious activity.

### 5.2 Political Activity Prohibited

None of the funds, materials, property or services contributed by the County or the Contractor under the agreement shall be used in the performance of this agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

### 5.3 Equal Employment Opportunity

Contractors awarded a contract utilizing WIOA, Department of Labor Title I funds, assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

WIOA prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contractor also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the Contractor's operation of the WIOA Title I program or activity. Contractor shall Contractor shall include clauses to this effect in all agreements with subcontractors that provide WIA Title I programs or activities.

Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

5.4 Certification Regarding Lobbying

The Contractor certifies, to the best of their knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant. Including the making of any Federal, loan the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall include Lobbying Certification language in the award documents for all subcontractors (including sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction is made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any successful proposer(s) who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

5.5 Clean Air Act & Clean Water Act

Contractor must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air 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).

5.6 Energy Policy and Conservation Act

Contractor must adhere to the standards and policies relating to energy efficiency; which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.871).

5.7 Copeland "Anti-Kickback" Act

Contractor is expected to comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in the Department of Labor regulations (29 CFR part 3). In as such this regulation applies to all contracts and sub grants for construction or repair.

5.8 Davis-Bacon Act

Contractor must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) when required by Federal grant program legislation.

5.9 Financial Management

Each Contractor is required to submit a completed "Accounting Certification Accounting Packet Attachment E". Packet is to be completed by Contractor's Certified Public Accounting Agency. In accordance with 29 CFR 97.20 Contractor shall establish and maintain a special (separate) bank account for funds provided under the agreement, or an accounting system that assures the safeguarding and accountability of all assets provided under the agreement. No part of the funds

deposited in the special bank account shall be commingled with other funds of the Contractor. Any interest earned shall be disposed of in a manner specified by the County in accordance with applicable State and Federal regulations. If a separate bank account is established, the Contractor shall provide a signed special bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, it shall be in accordance with generally accepted accounting principles.

The Contractor shall maintain a financial management system that meet the following standards: Financial reporting. Accurate, current, and complete disclosure of the financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the agreement.

**Accounting records.** The Contractor must maintain records which adequately identify the source and application of funds provided for financially-assisted activities. These records must contain information pertaining to the agreement and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

**Internal control.** The Contractor shall maintain effective control and accountability for all agreement cash, real and personal property, and other assets. The Contractor must adequately safeguard all such property and must assure that it is used solely for authorized purposes.

**Budget control.** The Contractor must maintain actual expenditures or outlays compared with budgeted amounts for the agreement. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the agreement. If unit cost data is required, estimates based on available documentation will be accepted whenever possible

**Allowable cost.** The Contractor must use applicable OMB Circular A-87 cost principles, agency program regulations, and the terms of the agreement will be followed in determining the reasonableness, allow ability, and allocability of costs.

**Source documentation.** Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract and subcontract documents, etc.

#### 5.10 Debt Collection and Audit Resolution

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

Contractor shall comply with P.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.

Contractor shall adhere to Federal Acquisition Regulation 97-03 Part 31; DES Policies 1-47-01 and 1-47-08; and Workforce Investment Act Guidance Letters #04-06, #09-06 and #18-06.

Among the required controls specified in Title 20 CFR Section 667.500(a) (2) is the process for collecting debts. Title 20 CFR 667.410(a) states it is the responsibility of the County to conduct regular oversight and monitoring of Contractor's WIA activities to determine whether expenditures made against the cost categories and within the cost limitations specified in WIA laws and regulations. Title 20 CFR 667.705 states:

Contractor is responsible for all funds under the agreement, and any agreements with subcontractors. The County shall hold all direct recipients (Contractors) liable for all expenditures of funds.

5.11 Sanctions and Corrective Actions

The Contractor agrees that the County may, based upon applicable laws or regulations, impose corrective action on the Contractor up to and including sanctions of funding provided for in this agreement. The imposition of any corrective action plan or sanctions shall be at the discretion of the Department. Actions which may lead to the provisions of this section include (but are not limited to):

- Failure to perform the required tasks and activities for which the funding is provided.
- Failure to achieve the stated performance goals and objectives in section.
- Failure to maintain appropriate fiscal and programmatic records in accordance with the terms of the Agreement.
- Failure to submit the required fiscal and performance reports.

5.12 Alternative Dispute Resolution

After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

- Render a decision;
- Notify the parties that the exhibits are available for retrieval; and
- Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

5.13 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

5.13.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

5.13.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

5.13.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

5.13.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

5.13.1.4 Have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

5.13.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

5.14 **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS.**

5.14.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;

5.14.2 Contractor 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. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

5.14.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

5.15 **Background Checks**

5.15.1 Background Checks for Employment through the Central Registry: By providing direct services to children or vulnerable adults, the following shall apply:

5.15.2 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Award.

5.15.3 The Awardee will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:

5.15.3.1 Any Agency who applies for a contract with the County and that Agency's employees;

5.15.3.2 All employees of a Awardee;

5.15.3.3 Prospective employees of the Awardee at the request of the prospective employer.

5.15.4 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.

5.15.5 A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57.A person who is granted a Central Registry exception pursuant to A.R.S. § 41-

619.57 is not entitled to a Contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.

5.15.6 Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the MCHSD CSD whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained by the Awardee as confidential.

5.15.7 A person awaiting receipt of the Central Registry Background Check may provide direct services to clients after the Awardee completes and submits to MCHSD CSD, formal confirmation on each employee the following information:

5.15.7.1.1 Name of Employee

5.15.7.1.2 Position Employee holds

5.15.7.1.3 Date of Hire

5.15.7.1.4 The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and

5.15.7.1.5 The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.

5.15.8 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to clients.

5.15.9 The Awardee shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of this Award. For information on requesting a Search of Central Registry for Background Check visit this website: <http://www.azdps.gov/>

## 5.16 Fingerprinting

5.16.1 Awardee shall comply with, and shall ensure that all of Agency's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to Award performance.

5.16.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Award. The Awardee is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to Award performance.

5.16.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this Award, the following provisions apply:

5.16.4 Personnel who are employed by the Agency, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven working days of employment.

5.16.4.1 Except as provided in A.R.S. § 46-141, this Award may be cancelled or terminated immediately if a person employed by the Agency and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141

(as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

- 5.16.4.2 Federally recognized Indian tribes will submit and the MCHSD CSD shall accept certifications that state that no personnel who are employed or who will be employed during the Award term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 36-594.01 (as may be amended).

**EXHIBIT B****SCOPE OF WORK****ELEMENT 6.3 – PAID AND UNPAID WORK EXPERIENCE****NAICS Codes: 81, 611513, 611519, 611210, 236220, 236220, 611710, 624110****ELEMENT DESCRIPTION:**

Paid and unpaid work experience that have as a component academic and occupational education which may include summer employment opportunities, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities.

The MWC Board is responsible for providing oversight and setting policy for Maricopa County's WIOA programs. The Board has identified industry clusters in Maricopa County considered to be high-growth and in high-demand and should be considered the priority when coordinating work experiences.

The following six (6) industry clusters were selected by the Board:

- Information Technology
- Aerospace / Defense
- Bio-Sciences and Health Care
- Construction Trades and Renewable Energy
- Advanced Manufacturing
- Transportation and Logistics

**Paid and Unpaid Work Experience:**

Work experiences, paid and unpaid are planned, structured learning opportunities that take place in a workplace for a limited period of time. This element is designed to enable youth to gain exposure to the world of work and its requirements and may include internships and job shadowing. Contractors shall develop work experiences that help youth acquire the personal attributes, knowledge, and skills needed to obtain a job and advance in employment. Work experiences can provide the youth participant with opportunities for career exploration and skill development not exclusively to benefit the employer. Work experience shall be focused around high demand occupations and industry clusters. Contractor must work with participants and MWC staff in creating an opportunity, taking into consideration, location, job skill, interest and barriers.

**Methodology and Approach:**

Contractor shall focus our efforts on offering work experience opportunities in the six industry clusters considered to be in-demand with the potential for high-growth in Maricopa County, as defined by the Board.

This program design is based on a universal approach to delivering integrated services by providing youth opportunities for occupational learning, developing leadership skills, and gaining valuable work experience while earning a paycheck, in some cases, to help meet basic needs.

Receipt of work experience may be exclusive to WIOA eligible out-of-school youth, determined by County, that have graduated from high school or earned their GED, some of which will have done so through other partnerships with Contractor.

Work experience will mainly focus on subsidized employment opportunities, depending on the youth's career pathway goals, covering a six-week timeframe.

Youth will work 20 hours a week at the work site and will spend 5 hours a week in workshops and other occupational, job readiness, and life skills courses at our facility. The youth will be paid for 25 hours a week at a rate of \$9.00 an hour. Contractor shall be the employer of record and will provide appropriate fringe benefits and Workers' Compensation.

As part of this service, Contractor may partner with the Board, local businesses, and faith-based and community-serving organizations targeting youth to ensure the successful execution and delivery of the goals described in response 2.2 below.

All work schedules shall be negotiated to meet the appropriate labor regulations for the age of the participants. Contractor shall ensure all potential work sites meet requirements such as safety, appropriateness, and ADA (Americans with Disabilities Act) standards. Additionally, Contractor shall

ensure each site is safe for youth and has strong, active employer partners who can provide stable and caring mentoring. During Supervisor and Trainee Orientation, team members shall carefully review the Child Labor Laws ensuring both the Supervisor and Trainee understand any limits regarding hours per day or per week worked, hours before or after which the participant may not work, etc.

Contractor will not knowingly place any youth at a potentially hazardous work site. Should any of our team members notice any issues during the pre-assignment work site inspection, they must ensure the issues are resolved prior to the actual assignment. Issues identified after the youth begins work shall be quickly remedied or the youth must be reassigned to a more appropriate placement.

Clear and complete work site safety protocols for injuries and accidents are found in the Supervisor/Trainee handbook along with emergency contact information. The Business Solutions Consultant and Youth Development Specialist may be equipped with a cell phone for direct and immediate contact by supervisors, parents, and/or youth. At least one team member must be available by cell phone anytime youth are working.

Standards/Licensure Requirements:

Businesses that are selected for youth to perform paid and unpaid work experiences must be licensed by the State of Arizona.

Goals:

Develop and place youth in work experience opportunities in high demand occupations.  
Measurable improvement in participant's knowledge of career opportunities.  
Measurable improvement in participant's knowledge of work readiness skills.

Service Tasks: (The below list is for illustrative purposes only and is not intended to be all inclusive.)

Tiered levels of work experience  
Internships and job shadowing  
Career exploration in a workplace setting

**ELEMENT: 6.7 - SUPPORTIVE SERVICES**

**NAICS Codes: 624110**

**ELEMENT DESCRIPTION:**

Supportive services consist of services necessary to remove barriers for program participants. Support Services may include financial or non-financial assistance provided for personal needs and to enable the participant to continue training, retrain or obtain employment. Genesis staff shall assess program participants and determine the type of support services needed.

Standards/Licensure Requirements:

Service Providers must possess relevant education, experience and training to effectively deliver the service.

Methodology and Approach:

Contractor must provide support services that encourage successful program completion, to deliver those support services effectively and efficiently, and to provide support services that are appropriate and justified.

Contractor may provide the following types of support services for work experience participants: transportation assistance, work related clothing/uniforms/shoes and the cost of any worksite-required background checks or screenings.

After referral to the Contractor for work experience, but prior to work assignment, Contractor will conduct an assessment of support needs related to the work assignment and ensure there are not community resources available to address the need. If there are not, the contractor will provide the needed support and directly pay for it from budgeted funds. All inventories of support items are signed for when issued to a participant and reconciled weekly.

Goals:

Provide support services to participants to encourage successful program completion  
Deliver support services effectively and efficiently

Provide support services that are appropriate and justified

Service Tasks:

List the specific criteria that will be used to determine whether a service is appropriate

Obtain justification from participants for support services

Develop a plan for delivery of support services

Obtain program approval for delivery of support services

**EXHIBIT D**

**VENDOR INFORMATION, COST SUMMARY AND PRICING**

**SERIAL 16026-RFP**

NIGP CODE: 95221, 95295

RESPONDENT'S NAME:	Arbor E&T, LLC d/b/a ResCare Workforce Services
ADDRESS:	9901 Linn Station Road
	Louisville, KY 4025
P.O. ADDRESS:	
TELEPHONE NUMBER:	520-881-05070 x 203
FACSIMILE NUMBER:	520-881-1352
WEB SITE:	<a href="http://www.rescare.com/workforce-services">www.rescare.com/workforce-services</a>
CONTACT (REPRESENTATIVE):	Cricket DeNunzio
REPRESENTATIVE'S E-MAIL ADDRESS:	<a href="mailto:Cricket.Denunzio@rescare.com">Cricket.Denunzio@rescare.com</a>

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS. FAILURE TO INDICATE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS. RESPONDENT MUST INITIAL THEIR SELECTION BELOW.

NET 30 DAYS

**COST SUMMARY AND PRICING**

**Direct Non-Salary Expenses:**

Any service paid directly to a participant or employer for a work experience position will be paid at direct cost.

**\$1,350 per participant (6 weeks at 25 hours per week, \$9.00 per hour) = \_\_\_ x 10.82% fringe (FICA/WC and UC) = \_\_\_ x 5% payroll processing fee**

Any support services paid under Element 6.7 – Supportive Services will be paid at direct cost.

**Transportation is \$138.00 per participant plus \$50 per participant in other support (uniforms, shoes, test fees, etc.)**

**SERIAL 16026-RFP**

Classification	In-School Youth Hourly Rate Per Student	Out-Of-School Hourly Rates Per Student	Overhead	Profit	Hourly Rate
Direct Labor, Combined Hourly Rate		\$146.46	\$14.06	\$12.03	\$172.55
<b>**EFFECTIVE 04/25/16**</b>		<b>\$50.00</b>	<b>\$3.75</b>	<b>\$3.25</b>	<b>\$57.00</b>
<b>Detail by Job Classification</b>					
Project Director		\$61.91	\$10.93	\$2.72	\$75.56
Project Accountant		\$38.53	\$10.93	\$2.72	\$52.18
Youth Development Manager		\$35.47	\$10.93	\$2.72	\$49.12
Youth Development Specialist		\$20.39	\$10.93	\$2.72	\$34.04
Youth Engagement Specialist		\$20.39	\$10.93	\$2.72	\$34.04
Business Solutions Consultant		\$22.13	\$10.93	\$2.72	\$35.78

**EXHIBIT E**

**COVER SHEET**

ELEMENT		IN-SCHOOL YOUTH	OUT-OF-SCHOOL YOUTH
6.3	Paid and Unpaid Work Experience		X
6.7	Supportive Services		X

**EXHIBIT F**

**SUBCONTRACTOR INFORMATION**

The Contractor shall indicate all subcontractors that the Contractor will use to perform any portion of this contract Scope of Work.

If the contractor will not subcontract any portion of this contract Scope of Work and will be performing this work entirely with its own employees, then Contractor shall clearly indicate this by checking **NO** in the section below.

- If any subcontractors will be used, the Respondent shall clearly indicate this by checking **Yes** in the section below and follow the instructions contained in that paragraph for identifying all subcontractors.

  X   **NO** The above Contractor will not subcontract any portion of performance of any resultant contract under this solicitation.

       **YES** The above Contractor will use the subcontractor(s) listed below in performance of any resultant contract under this solicitation.

- The Contractor shall list below each subcontractor's name/address, the type of service to be provided, the certifications they possess (copies of all certifications shall be provided as an attachment to the submitted proposal), their capability and skill to provide the requested services, and the amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of this solicitation's requirements. Additional Pages may be used and attached if necessary.
- The Contractor shall describe the quality assurance measures that the Contra will use to monitor the subcontractor's performance.
- The County reserves the right to request any additional information deemed necessary about any proposed subcontractors.

*Please include all requested information below or attach as separate document*

**Name of Respondent:** Arbor E&T, LLC d/b/a ResCare Workforce Services.

<b>SUBCONTRACTOR INFORMATION Name/Address</b>	<b>Type of Service</b>	<b>Certifications</b>	<b>%</b>
N/A			

**EXHIBIT G****CERTIFICATION REGARDING DEBARMENT**Instruction for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(Before completing certification, read instructions which are an integral part of the certification)

1. The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it, nor its principals, are presently debarred, suspended, proposed from debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Michael B. Hough, President  
Name and Title of Authorized Representative

  
Signature

9/20/05  
Date

**EXHIBIT H**

**ACCOUNTING CERTIFICATION**

**CERTIFICATION STATEMENT**

Maricopa County  
Office of Procurement Services  
320 West Lincoln Street  
Phoenix AZ 85003

To Whom It May Concern:

We are Certified Public Accountants and have been engaged to perform a *review of the Schedule of Federal Expenditures (SEFA)* ~~preliminary survey of the accounting system~~ of Arbor E&T, LLC d/b/a ResCare Workforce Services.

We understand that as part of the RFP process, the County requires that applicants obtain an accounting system certification from an independent CPA. The purpose of such a review is to provide the County with certain assurances that the applicant has internal accounting controls and administrative procedures in place which should provide reasonable assurance that claims for reimbursement are accurate, costs are allowable under the contract, and that costs are supported by source documentation.

*The Company's internal accounting controls and administrative procedures are considered within the scope of our reviews of the SEFA and is thus the basis for our responses to the Accounting System Certification Checklist. Because of the limited scope of such a review, we are not able to render an opinion on the accounting system. However, our review resulted in no exceptions to the County's criteria, excepted for the non-utilization of a fund accounting method, as indicated on the attached checklist.\**

This report is intended for use only by the County and should not be used for any other purposes.



\_\_\_\_\_  
Signature of Accountant

Mark LoManto  
\_\_\_\_\_  
Typed Name of Accountant

M.L. Weekes & Company, PC  
\_\_\_\_\_  
Name of Firm

\*If the auditors identified exceptions on the checklist, they should state: However, we identified the following exceptions to the County's accounting system criteria: (list exceptions).

\*\*Certification amendments inserted by Mark LoManto

**Accounting System Certification Checklist**

Directions: The accountant should indicate a yes/no based on his/her preliminary review of the applicant's accounting system. Please elaborate any exceptions in the spaces provided.

ITEM	YES	NO
1. The entity uses fund accounting which allows for identification of the sources and applications of funds by program.		X
Exception: ResCare is a private commercial entity and does not use fund accounting. However, the Company maintains a project cost accumulation system that allows for the accumulation of expenditures by project and funding source.		
2. The entity has accounting procedures and internal controls which provides reasonable assurance that accounting records are supported by source documentation.	X	
3. The entity has accounting procedures and internal controls which provides for accurate and complete recording of transactions.	X	
4. The entity has procedures for determining the reasonableness, allowability, allocability and proper classification of costs claimed for reimbursement with the terms of the contract and Federal Regulations.	X	

ITEM	YES	NO
5. The entity has effective internal controls which provide accountability for all funds, property and other assets.	X	
6. The entity has procedures which allow for comparison of actual outlays with budget amounts for each grant or other agreement.	X	

**EXHIBIT I**

**LOBBYING DISCLOSURE**

**LOBBYING PACKET**

*Public Law 101-121 (31*

*U.S.C. 1352)*

*For Reference see Federal Register, dated 2/26/90, Vol. 55, No  
18*

Dear Bidder, Offeror, Contractor, Subcontractor,

Please review the attached forms and respond as appropriate.

**Attachment I**

In order to enter into an agreement with the County for the provision of contract services or to amend a current agreement you are required to sign the Certification Regarding Lobbying. Please submit with your Proposal.

**Attachment II**

If paragraph 2 of Attachment I applies, then complete Disclosure of Lobbying Activities form and submit it with the certification.

**Instructions**

There is a distinction between lobbying and advocacy. As long as "advocacy" does not involve influencing the obtaining of a specific grant or contract, but is merely advocacy for the general benefit of the target population served, it is not lobbying and there may be no need for certification or disclosure. Each case must be reviewed individually by the recipient as the recipient is responsible for compliance and sanctions.

Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of information contained in any disclosure form previously filed.

**Certification Regarding Lobbying**

Attachment I

Certification for Contracts, Grants, Loans,  
and Cooperative Agreements

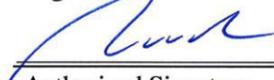
The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Arbor E&T, LLC d/b/a ResCare Workforce Services

Organization

  
Authorized Signature

President  
Title

9/25/15  
Date

**IN WITNESS WHEREOF**, this Contract is executed on the date set forth above.

**CONTRACTOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

**MARICOPA COUNTY, ARIZONA**

BY: \_\_\_\_\_  
CHIEF PROCUREMENT OFFICER,  
OFFICE OF PROCUREMENT SERVICES

\_\_\_\_\_  
DATE

**APPROVED AS TO FORM:**

\_\_\_\_\_  
LEGAL COUNSEL

\_\_\_\_\_  
DATE

**AMENDMENT No. 1**  
 To  
**SERIAL 16026-RFP WIOA GENESIS YOUTH PROGRAM**

Between

Arbor Education & Training, LLC  
 DBA: ResCare Workforce Services  
 &  
 Maricopa County, Arizona

WHEREAS, Maricopa County, Arizona (“County”) and Arbor Education & Training, LLC DBA: ResCare Workforce Services (“Contractor”) have entered into a Contract for the purchase of WIOA Genesis Youth Program Services; dated December 9, 2015 (“Agreement”) and effective January 11, 2016 County Contract No: 16026-RFP.

WHEREAS, County and Contractor have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows.

*Add the following language (bold) and strike thru inapplicable language to the contract terms:*

Exhibit D “Vendor Information, Cost Summary and Pricing”- See the changes below:

Classification	In-School Youth Hourly Rate Per Student	Out-Of-School Hourly Rates Per Student	Overhead	Profit	Hourly Rate
Direct Labor, Combined Hourly Rate		\$146.46 <b>\$50.00</b>	\$14.06 <b>\$3.75</b>	\$12.03 <b>\$3.25</b>	\$172.55 <b>\$57.00</b>
<b>Detail by Job Classification</b>					
Project Director		\$61.91	\$10.93	\$2.72	\$75.56
Project Accountant		\$38.53	\$10.93	\$2.72	\$52.18
Youth Development Manager		\$35.47	\$10.93	\$2.72	\$49.12
Youth Development Specialist		\$20.39	\$10.93	\$2.72	\$34.04
Youth Engagement Specialist		\$20.39	\$10.93	\$2.72	\$34.04
Business Solutions Consultant		\$22.13	\$10.93	\$2.72	\$35.78

IN WITNESS WHEREOF, this Contract Amendment is executed on the date set forth below when approved by Maricopa County Office of Procurement Services.

**ARBOR EDUCATION & TRAINING, LLC  
DBA: RESCARE WORKFORCE SERVICES**

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

Michael Hough, President  
\_\_\_\_\_  
Printed Name and Title

9901 Linn Station Road, Louisville, KY 40223  
\_\_\_\_\_  
Address

4/21/16  
\_\_\_\_\_  
Date

**MARICOPA COUNTY:**

  
\_\_\_\_\_  
Chief Procurement Officer

4/25/16  
\_\_\_\_\_  
Date

**ARBOR EDUCATION & TRAINING, 9901 LINN STATION RD, LOUISVILLE. PA 40223**

PRICING SHEET: 95221, 95295

Terms:	NET 30
Vendor Number:	W000004724 X
Telephone Number:	520-881-05070 x 203
Fax Number:	520-881-1352
Contact Person:	Cricket DeNunzio
E-mail Address:	<a href="mailto:Cricket.Denunzio@rescare.com">Cricket.Denunzio@rescare.com</a>
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>June 30, 2017.</b>