



Innovative Workforce Solutions

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<b><i>Cost Reimbursement Contract</i></b>	
<b>Out of School Youth Fourteen (14) Program Elements</b>	
<b>Arizona Western College</b>	
<b>Contract No. AH2023-07-01/OSY</b>	
<b>Contractor:</b> Arizona Western College 1351 S. Redondo Center Drive Yuma, AZ 85364 <a href="http://www.azwestern.edu">www.azwestern.edu</a>	<b>Effective Date of Contract:</b> July 1, 2023
	<b>Expiration Date of Contract:</b> June 30, 2024
<b>Contacts:</b> Reetika Dhawan Associate Vice President of Workforce Development & CTE Phone: (928) 344-7501 Email: <a href="mailto:Reetika.Dhawan@azwestern.edu">Reetika.Dhawan@azwestern.edu</a>  Or  Carrie Zaragoza Director of WIOA Phone: (928) 317-6164 Email: <a href="mailto:Carrie.Zaragoza@azwestern.edu">Carrie.Zaragoza@azwestern.edu</a>	<b>Contract Value:</b> <b>(Cost reimbursement)</b>
	<b>Total:</b> <b>\$925,000.00</b>
Enrollments: 160	Funding Source: Workforce Innovation and Opportunity Act.
<b>Description of Services:</b> To provide Fourteen (14) Program Elements Out of School Youth (Ages 16-24).	

**Cost Reimbursement Contract**

**“Out of School Youth Fourteen Program Elements”  
Arizona Western College Contractor**

**Programs under Workforce Innovation and Opportunity Act (WIOA)**

This is a *Cost Reimbursement Contract*, hereinafter called contract, entered between the Yuma Private Industry Council, Inc., hereinafter called YPIC and Arizona Western College hereinafter called Contractor.

**WITNESSETH**

WHEREAS, the Yuma County Local Workforce Development Board (YCLWDB), operated by YPIC, requires the services of a Contractor qualified to provide comprehensive Workforce Innovation Opportunity Act (WIOA) programs and services for Youth;

WHEREAS, Contractor is qualified and willing to provide such programs and services;

WHEREAS, pursuant to the Request for Proposal to provide services in Yuma County, under the Workforce Innovation and Opportunity Act (WIOA) Youth Services for PY 2021-2022, Contractor submitted a proposal found advantageous to YPIC;

WHEREAS, YPIC granted a contract to the Contractor to provide the Fourteen Program Elements to Out of School Youth for PY 2021-2022; 2022-2023;

WHEREAS, YPIC will grant a new contract to the Contractor to provide the Fourteen Program Elements to Out of School Youth for PY 2023-2024.

WHEREAS, an agreement between YPIC and Arizona Western College, with the approval and execution of the YCLWDB, is necessary to set forth the responsibilities of the Fourteen Program Elements for the 2023-2024 contract year.

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I – PURPOSE**

To provide Fourteen Program Elements to Out of School Youth, ages 16-24, in Yuma County with funding provided by the Workforce Innovation and Opportunity Act Youth Program.

**ARTICLE II – TERMS & CONDITIONS**

- A. This contract shall commence on **July 1, 2023, and shall terminate on June 30, 2024**, unless sooner terminated or further extended pursuant to this contract.
- B. YPIC may elect to de-obligate funds authorized in this contract should performance fall below a satisfactory level and as specified on Yuma Private Industry Council Inc., Terms and Conditions (June 2023 Edition) Section 72.
- C. All terms and definitions cited in the Workforce Innovation and Opportunity Act of 2014 and related regulations are expressly applicable to this contract.
- D. The provisions of this contract are subject to the requirements of Workforce Innovation and Opportunity Act. Subsequent changes to WIOA shall become effective for the administration of this contract upon notification of such changes by YPIC to the Contractor.
- E. As the Subrecipient of Federal award, Arizona Western College is required to follow the Uniform Guidance.



- F. All funding under this contract is contingent upon the availability of Federal and State funds and continued authorization for program activities. This contract is subject to modification or termination due to lack of funds or changes in the legislative authority, which would impact the performance of this contract.
- G. Contractor will use the ARIZONA@WORK branding for all purposes.

### ARTICLE III – SCOPE OF WORK

- A. This contract shall be effective **July 1, 2023 and end on June 30, 2024.**
- B. The Workforce Innovation and Opportunity Act requires that the Contractor has the duty of being a workforce systems provider which involves coordinating services in a delivery system available to all its customers and agrees to undertake, perform and complete this task in an expeditious, satisfactory and professional manner which includes the duties, services and requirement set forth.
- C. The parties agree that the Contractor shall provide services as required per WIOA, State and Federal regulations, State Policy, and Local Policy as maybe amended by State and Federal regulations including Training Employment Guidance Letter's (TEGL's) which may be promulgated from time to time and compliance with WIOA Section 188 of the Workforce Innovation and Opportunity Act and the nondiscrimination and equal opportunity provisions of WIOA.
- D. Contractor will provide services as described in the response to the Youth Programs Request for Proposal (RFP) and the packet and attachment issued February 9, 2021, to the extend not inconsistent with the provision of this contract.
- E. Hours of operation will be Monday thru Friday 8:00 am to 5:00 pm and will follow YPIC's holiday schedule. Non-traditional hours can be scheduled to accommodate special needs of the local economy and community.

Contractors must have vision, innovation, accountability, and effective use of resources in workforce development programs. In the interest of establishing seamless service delivery for all prospective clients, and in keeping with the spirit of WIOA as it pertains to the participation the Contractor will operate in the most effective and integrated manner possible. The Contractor will ensure customer flow through a seamless service using the ISDS and CRS to identify the needs of the jobseekers. This includes offering virtual and in person services.

Under WIOA, the Youth programs are designed to assist young people, ages 16-24, which face significant barriers to success in the labor market, by providing resources and support to overcome those barriers and successfully transition to self-sufficient adulthood.

- F. Contractor will use the ARIZONA@WORK branding for all purposes.

#### **G. Outreach and Recruitment**

Outreach and recruitment include, but is not limited to, targeting potentially eligible youth, working with parents and guardians to secure necessary documentation, must do own recruitment closely with other governmental and community organizations and school systems to identify and recruit eligible out-of-school youth participants to include churches, and job fairs. To ensure that projected levels are successfully met, the Contractor shall conduct outreach in all areas of the county including South and East County and refer potentially eligible youth for screening into the WIOA program.

Moreover, through WIOA Youth Program employers receive assistance with finding the skilled workers they need to compete and succeed in business. Contractor will be responsible for recruitments of job seekers and business for WIOA services. All recruitment and marketing materials must have the appropriate tag lines.



The Contractors designated representative must attend the weekly meetings conducted by the Employer Engagement Coordinator.

Additionally, once the Contractor receives the referred file of the Youth participant, the Contractor *must serve* the participants in Fourteen Program Elements.

#### **H. Orientation**

As part of orientation, all youth must receive information on all services available through the Contractor to include additional community resources. Orientation must be conducted regularly to meet the recruitment demand of employers, businesses, and job seekers.

#### **I. WIOA Registration/Eligibility Determination and Verification**

Contractor is responsible for determining eligibility, suitability, identifying barriers and collecting and verifying all necessary eligibility documents. These verification documents must be maintained electronically. Parent/guardian must accompany minor during the eligibility process. Parent/Guardian signatures will be required for all youth ages 18 and younger. No youth may participate in any program prior to securing WIOA eligibility. Electronic files are subject to ongoing review by the YCLWDB staff and it is recommended for contract supervisors to confirm eligibility and review data entered. The Contractor may request technical assistance as needed to help assure compliance with eligibility requirements. The Contractor will have 7 business days to enter data in the AJC system. The YCLWDB staff will provide technical assistance at the request of the Contractor on the eligibility determination process, how to use the Integrated Services Delivery System (ISDS), the State WIOA database reporting system known as Arizona Job Connection (AJC), and any other data internal management systems.

Youth participants whose eligibility criteria require them to be low-income individuals are recipients of secondary school diplomas or its recognized equivalent and are at least one of the following: Basic skills deficient; an English language learner; or in need of additional assistance to enter an educational program or to secure employment. For more information on low-income requirements, please see State Policy Chapter 2 Section 200. Up to five percent of a local area's covered individuals may be enrolled in the youth program if they meet all other eligibility criteria except the low-income criterion. In a program year, the number of newly enrolled covered individuals who are not low-income must not exceed five percent of the local area's total new enrollments of covered individuals.

Eligible youth who do not enroll in WIOA programs should be provided information regarding other applicable and appropriate resources to include services available through other local programs that have capacity to serve them to include the One-Stop Career Services. In addition, eligible youth should be given referrals utilizing the CRS and follow-up is required.

#### **J. Objective Assessment**

The Youth Service Provider/Contractors will conduct, administer, or obtain a thorough and in-depth an objective assessment of the academic level, skill levels, and service needs of each participant, which will include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, (including interest and aptitudes for non-traditional jobs), supportive service and development mental needs. The goal is to accurately evaluate each youth in order to develop an appropriate service strategy to meet their individual needs. For basic academic skills, the YCLWDB requires that Contractors use the most current Tests of Adult Basic Education (TABE). Other assessment tools should be utilized for assessing career interests and aptitudes. A new objective assessment is not required if a partner program has completed an objective assessment with the participant in the last six months and its use is deemed appropriate by the LWDA. Further assessment if determined appropriate. Any subsequent objective assessment will be done in coordination with any appropriate community partner. For more information on Objective Assessment, please see the State Policy Chapter 2 Section 300.



If a participant does not possess a high school diploma or HSE, secondary school completion will be required. As part of objective assessment for AWC, Contractor will also provide all participants with the My Next move (Career Interest Inventory), which can be utilized as a tool to assist youth with career exploration and validate the career path chosen. Contractor will utilize the results gained from the objective assessment process to assist in the development of an Individual Service Strategy, which will address the needs, barriers, strengths, goal(s)/interests, and services to be provided to the participant. The Individual Services Strategy is a working plan in progress and will be reviewed and tailored to meet the goals and objectives of the individual participant.

Contractor will prepare youth for post-secondary opportunities, create strong linkages between academic and occupational learning, prepare youth for unsubsidized employment and develop connections to intermediaries with strong links to the labor market by providing work base learning, basic skills, and occupational skills training, as well as through collaborative efforts with educational entities, local businesses, and community organizations.

**K. Individual Service Strategy (ISS)**

The Youth Service Provider/Contractors will use the results of the youth participant's objective assessment to develop the initial ISS for the youth participant. The ISS is an age appropriate, individualized, written plan of short and long-term goals that include career pathways, education and employment goals, involvement in WIOA youth program elements, support services, and incentives. The ISS is a living document and must be updated with each contact to reflect progress, status, and changes. The ISS must coincide with case notes in AJC and services. For all youth, the ISS will identify the timeframe in which each youth will be expected to complete all activities related to each of the goal(s) specified in the ISS. The ISS will clearly connect the services to be provided to each youth identifying the outcomes to be achieved between WIOA enrollment and exit. The ISS will be reviewed and updated every (90 days) on an on-going basis to document the youth progress, activities completed/program status, changes, benchmarks received, and any other accomplishments throughout enrollment and exit. For more information on ISS please see the YCLWDB Training and Policy and State Policy Chapter 2 Section 300.

**L. Case Management**

The Contractor will deliver high quality services that create training and employment opportunities for economic and career success connecting jobseekers with employer-driven job placement. Case Management is the infrastructure for delivering effective services that will facilitate the positive growth and development of youth and the achievement of performance goals. The case management process extends from enrollment through follow-up, with completing the eligibility, assessments, and service strategies. Case Managers are expected to motivate participants and coordinate services and information to prepare youth for post-secondary education opportunities, academic, occupational training opportunities and employment. The Contractor will engage participants at a meaningful frequency (bi-weekly), driven by needs and career interest and goals, as well as the scope and objectives of the program. The Contractor will document such engagement appropriately in the participant case files. The Contractor will have 7 business days to enter data into all local associated data internal management systems. The Contractor will maintain an even distributed caseload per staff member. All case notes and documents must be kept confidential. Youth Career staff will assist a youth participant in making informed choices and completing the program to include maximizing co-enrollment with partners and providers.

**M. Access to a Range of Services**

It is required that the WIOA youth 14 program elements be made available to all youth accessing the LWDB services. The YCLWDB prefers the Contractor offer bundled services to all youth participants. The key is to make services seamless and timely. It is also expected the Contractor will have staff located in Yuma County and be able to provide services on demand as needed. The Contractor will have primary responsibility for ensuring that each participant receives the full range of services.



Services accessed by a WIOA youth participant will depend upon the needs and goals identified by the participant and Youth Career Staff as documented in the participant's ISS.

**N. Follow-up Services**

The Contractor is required to provide 12 months of follow-up services to all participants who have completed (exited) the program. The Contractor is encouraged to consider the needs and barriers of the program's target population(s) in determining the appropriate levels and types of follow-up services. Follow-up services are critical services to help ensure the youth is successful in employment and/or post-education and training beyond their program completion. Follow-up services will be conducted on a monthly basis to promote job retention, wage gains, and career progress. Support services are available during follow-up for youth. For more information on follow-up services, please see the YCLEDB Follow-Up Services Policy and State Policy Chapter 2 Section 300.

- O.** Contractor will provide the following services to Out of School Youth in Yuma County including the South and East County areas as described below:

The Contractor must ensure that the Youth Program prepares participants to meet education and career goals. The LWDA or program provider must provide:

- Preparation for post-secondary education and training opportunities, including Registered Apprenticeship Programs;
- Strong linkages between academic instruction and occupational education;
- Preparation for unsubsidized employment opportunities along career pathways; and
- Strong connections to employers, including small employers, in-demand industry sectors, and occupations of the local and regional labor markets

The Contractor must provide Design Framework service. The Contractor must describe the design framework for youth services and how the required 14 program elements will be provided.

The Contractor must make 14 Youth program elements available to participants; however, the Contractor does not have to provide all 14 program elements with WIOA Title I-B funds when resources are leveraged through partner programs that already provide readily available resources. The Contractor is encouraged to partner with existing local, State, or national entities that can provide program element(s) at no cost to the Contractor, as described at 20 CFR 61.460(c).

The Contractor must ensure there is an agreement in place with a partner organization to ensure a program element is offered when a specific element is not offered through WIOA Title I-B youth funds. The Contractor must ensure the element is closely connected and coordinated with the WIOA Title I-B youth program. The 14 program elements must not be provided to participants prior to eligibility determination. For more information on the Youth program, please see the Youth Program Policy Section 300 and the LWDB Youth policies.

The Contractor shall provide the program service elements as follows:

<b>Program Element 1: Tutoring, study skills training, instruction, and evidence-based dropout prevention</b>	<b>Contractor will:</b>
Provide recovery strategies that lead to the completion of the requirements for a secondary school diploma or High School Equivalency (HSE), (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.	AWC (Arizona Western College), Job Training Program provides tutoring services, study skills training, and instruction for all OSY based on individual need and interest. To provide more successful and overall efficient services, AWC, Job Training Program collaborates and partners with parents/guardians,



	<p>educational institutions, the juvenile justice system, and social service agencies to increase the successful completion of educational goal(s). AWC, Job Training Program utilizes the assessment tools and intake process to effectively address causes of OSY dropping out of school - disengagement, lack of successful experience in school, or learning styles not suited to traditional academic instruction. Vocational Education Coordinators who work one-on-one with OSY are trained to discover student learning styles, learning challenges, and preferences through the appreciative advising methods used to ensure the most effective IEP is created. These approaches benefit and better ensure that OSY obtain the necessary educational skills and credentials for entry and retention within employment opportunities, to earn better wages, and to prepare for postsecondary education and career ladder advancements.</p> <p>100% of the OSY enrolled by AWC are assisted in addressing their basic education needs, which includes increasing their basic skills level(s) and/or HSE preparation.</p>
<p><b>Program Element 2:</b> <b>Alternative secondary school services, dropout recovery services</b></p>	<p><b>Contractor will:</b></p>
<p>Assist youth who have struggled in traditional secondary education. Dropout recovery services, such as credit recovery, counseling, and educational plan development, are those that assist youth who have dropped out of school.</p>	<p>Alternative secondary school services are provided through referral to those OSY that show a need, and a desire, for non-traditional learning methods and environments. Those referrals may include local alternative schools and internet alternative school options.</p> <p>AWC offers classes to OSY as an alternative to high school completion that allows for successful completion of the traditional high school equivalency test.</p> <p>AWC offers interested OSY the option of attending in person classes, computer- based learning, and hybrid options.</p>
<p><b>Program Element 3:</b> <b>Paid and Unpaid Work Experiences</b></p>	<p><b>Contractor will:</b></p>
<p><b>Paid and Unpaid Work Experiences</b> is a planned, structured learning experience that takes place in a workplace for a limited period of time which includes contextual learning. Work experience may be paid or</p>	<p>Based on OSY career interests, WEXs (Work Experience) for OSY 16-24 years of age will be developed to provide occupational training in an actual job</p>

<p>unpaid, as appropriate. A work experience may take place in the private for-profit sector, the non-profit sector, or the public sector. Work experiences provide the youth participant with opportunities for career exploration and skill development, which may include the following type of work experiences:</p> <ul style="list-style-type: none"> <li>○ Summer employment opportunities and other employment opportunities available throughout the school year;</li> <li>○ Pre-apprenticeship program;</li> <li>○ Internships and job shadowing; and</li> <li>○ On-the-Job Training opportunities.</li> </ul>	<p>setting to enhance full-time employment opportunities. WEX (Work Experience) opportunities are centered around high demand occupations and industry clusters and include an academic and occupational component that encompasses contextual learning. It is intended to help OSY learn the knowledge and skills necessary to work in a specific industry or occupation that will lead to gainful employment in the field. Job Shadowing will be employed when appropriate to support an OSY's decision to explore a career field of interest. AWC Job Training Program pre-apprenticeship program prepares OSY to enter apprenticeships by providing workshops, career exploration and seminars to provide them with a realistic understanding of the career opportunities available through completion of an apprenticeship. Learning experiences within the workplace benefits OSY by enhancing their employability through the development of excellent work habits, skills, and knowledge, and provides them with the opportunity for career exploration and resume building.</p> <p>Approximately 33% of AWC, Job Training Program's OSY budget will consist of WEX opportunities and related costs.</p>
<p style="text-align: center;"><b>Program Element 4: Occupational Skills Training</b></p>	<p style="text-align: center;"><b>Contractor will:</b></p>
<p><b>Occupational Skills Training</b>, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in Yuma County. Occupational Skills Training is an organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels. Such training must:</p> <ul style="list-style-type: none"> <li>a. Be outcome-oriented and focused on an occupational goal specified in the individual service strategy.</li> <li>b. Be of sufficient duration to impart the skills needed to meet the occupational goal; and</li> <li>c. Lead to the attainment of a recognized postsecondary credential.</li> </ul>	<p>Occupational skills training is available to all OSY based on individual need, interest, and goals. OSY are provided with an OST, which benefits them by providing the necessary skills to enter employment, maintain employment, and increase their opportunity for advancement. Occupational skills training is provided and achieved through the participation of a program that leads to a recognized/accepted credential, such as those offered on the ETPL by AWC, Regional Center for Border Health, and Yuma Truck Driving School. The occupational skills training options that are available offer a variety of career options within high demand occupations.</p> <p>Vocational Education Coordinators will assist OSY participants with selection, enrollment,</p>



	<p>and support services.</p> <p>Approximately 16% of AWC, Job Training Program's OSY budget will cover various training opportunities and related costs.</p>
<p><b>Program Element 5:</b> <b>Education Offered Concurrently with Workforce Preparation Activities and Training</b></p>	<p><b>Contractor will:</b></p>
<p>Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster. This element reflects an integrated education and training model and describes how workforce preparation activities, basic academic skills, and hands-on occupational skills training are to be taught within the same time frame and connected to training in a specific occupation, occupational cluster, or career pathway.</p>	<p>AWC, Job Training Program provides OSY with classes to work toward earning their HSE and an industry recognized Workforce Readiness CTE (Career and Technical Education) Certificate for a high demand industry in the local area. This program provides the OSY with an HSE and an industry recognized certificate, and includes critical thinking skills, hard and soft skills, work readiness, and occupational skills to reinforce linkages of education and employment. Providing the connection between academic and occupational learning benefits OSY by providing them with the skills necessary for overall success immediately upon completion. Linkages to industry partners help ensure that OSY find employment in the industry of study ensuring the best possible outcomes for a successful career pathway completion.</p>
<p><b>Program Element 6:</b> <b>Leadership Development Opportunities</b></p>	<p><b>Contractor will:</b></p>
<p>Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behavior, as appropriate. This element encourages responsibilities, confidence, employability, self-determination, and other positive social behaviors such as</p> <ul style="list-style-type: none"> <li>a. Exposure to postsecondary educational possibilities;</li> <li>b. Community and service-learning projects;</li> <li>c. Peer-centered activities, including peer mentoring and tutoring;</li> <li>d. Organizational and teamwork training, including team-leading training;</li> <li>e. Training in decision-making, including determining priorities and problem-solving;</li> <li>f. Citizenship training, including life skills training such as parenting and work behavior training;</li> <li>g. Civic engagement activities which promote the quality of life in a community; and</li> <li>h. Other leadership activities that place youth in a leadership role such as serving on your</li> </ul>	<p>Leadership development opportunities benefit all OSY by encouraging responsibility and other positive social behaviors. Through periodic connections between the OSY and the greater AWC Campus community, the AWC Job Training Program is positioned to provide direct involvement with events/activities, workshops, volunteer work, and/or guest speakers that can impart wisdom and provide an opportunity for the OSY to practice leadership skills. Workshops, guest speakers, and peer-centered activities are utilized to help OSY address such topics as postsecondary education opportunities, civic responsibilities, decision-making skills, cultural diversity, parenting skills, and self-esteem building. The OSY enrolled in AWC Programs are encouraged to join campus clubs like AWC Ambassadors for further leadership opportunities.</p>



leadership committees, such as Standing Youth Committees.	
<b>Program Element 7: Supportive Services</b>	<b>Contractor will:</b>
<p><b>Supportive Services</b> enable an individual to participate in WIOA activities. These services include, but are not limited to, the following:</p> <ul style="list-style-type: none"> <li>a. Linkages to community services;</li> <li>b. Assistance with transportation;</li> <li>c. Assistance with child care and dependent care;</li> <li>d. Assistance with housing;</li> <li>e. Needs-related payments;</li> <li>f. Assistance with educational testing;</li> <li>g. Reasonable accommodations for youth with disabilities;</li> <li>h. Legal aid services;</li> <li>i. Referrals to health care;</li> <li>j. Assistance with uniforms or other appropriate work attire and work-related tools, including such items as eyeglasses and protective eye gear;</li> <li>k. Assistance with books, fees, school supplies, and other necessary items for students enrolled in postsecondary education classes; and</li> <li>l. Payments and fees for employment and training-related applications, tests, and certifications.</li> </ul>	<p>Supportive services are those on-going services, which assist OSY in overcoming barriers that are hindering program participation, employment and/or academic placement and retention, and self- sufficiency. These services are available to those OSY that indicate a need and meet the local eligibility requirements. These services may include purchasing tires or bus passes for transportation barriers, childcare, work-related attire and equipment, and needs-related payment. Before providing supportive services directly, AWC, Job Training Program tries to use services available within the community, which are at no or a low cost to the OSY and the program. Additionally, the full resources of the college campus resources are available to OSY enrolled in the college, through programs like Andale's Closet and Pantry. Support services shall be linked to occupations in the local area in demand.</p>
<b>Program Element 8: Adult Mentoring</b>	<b>Contractor will:</b>
<p>Provide adult mentoring for the period of participation and a subsequence period, for a total of not less than 12 months and may take place both during the program and following exit from the program and be a formal relationship between a youth participant and an adult mentor that includes structured activities where the mentor offers guidance, support, and encouragement to develop the competence and character of the mentee.</p>	<p>Mentors, which may include past OSY, local industry leaders, and workshop facilitators, provide support, guidance, and information regarding academic, occupational, and leadership opportunities that are guided by the Vocational Education Coordinator. Additionally, mentoring is embedded in everything we do as we work with all OSY. The key relationship for our OSY is that of their Vocational Education Coordinator followed by their AWC Professors, Instructors, personnel, and workshop facilitators.</p>
<b>Program Element 9: Follow-up Activities</b>	<b>Contractor will:</b>
<p>Provide 12 months of follow-up services after completion of participation, as appropriate. These are critical services provided following a youth's exit from the program to help ensure the youth is successful in employment and/or post-secondary education and training. Follow-up services may include regular contact with a youth participant's employer, including assistance in addressing work-related problems that arise. All youth participants must be offered an</p>	<p>AWC, Job Training Program provides on-going follow-up services that benefit all OSY through the continued support of their employment and educational success through supportive services, career fairs, employment and academic workshops, guest speakers from the business community, regular contact with OSY and</p>



opportunity to receive follow-up services that align with their individual service strategies.	their employers, and job search assistance. These services are available and provided to all OSY to assist them in the following areas: additional skills enhancement, occupational and/or educational advancement, referrals to outside agencies, employment retention, and/or enrollment for continued education. Follow-up services are provided for a minimum duration of 12 months after each OSY completes his/her individual program. Follow-up services are conducted in a manner which includes contacts by phone, correspondence, electronic, and/or in person. Past OSY can be brought in to participate in follow-up services by providing an insight into achieving positive outcomes.
<b>Program Element 10: Comprehensive Guidance and Counseling</b>	<b>Contractor will:</b>
Assist youth with the referrals to comprehensive guidance and counseling services based on individual needs through the use of various assessments; may include drug and alcohol abuse counseling and referral, as appropriate, individualized counseling to participants.	Comprehensive guidance and counseling are provided through referrals with local agencies. These services, which are offered and provided on an individual basis, are beneficial to those OSY who possess a need for additional assistance with emotional or personal barriers and/or substance abuse issues, which are affecting their ability to succeed in achieving their goals and are brought to the attention of their Vocational Education Coordinator. Additionally, the full services offered by AWC are available to each one of the OSY who is enrolled into an AWC course. Services include Academic Advising, Financial Aid Services, Transfer Services, The Office of Health and Wellness, Timely Care, the Camp and Keys Trio Program, Upward Bound, Student Life and Peer Mentors.
<b>Program Element 11: Financial Literacy Education</b>	<b>Contractor will:</b>
<b>Financial literacy education</b> program element may include the following activities: <ul style="list-style-type: none"> <li>a. Support the ability of participants to create budgets, initiate checking and savings accounts at banks, and make informed financial decisions;</li> <li>b. Support participants in learning how to effectively manage spending, credit, and debt, including student loans, consumer credit, and credit cards;</li> <li>c. Teach participants about the significance of</li> </ul>	AWC, Job Training Program assists OSY with financial literacy activities by providing one-on-one and/or classroom instruction, working with community-based financial institutions to bring workshops, and/or guest speakers. OSY learns the fundamentals of financial decisions, which includes such topics as budgeting/money management, opening a bank and savings account, and understanding one's paycheck and applicable

<p>credit reports and credit scores; what their rights are regarding their credit and financial information; how to determine the accuracy of a credit report and how to correct inaccuracies; and how to improve or maintain good credit;</p> <ul style="list-style-type: none"> <li>d. Support a participant's ability to understand, evaluate, and compare financial products, services, and opportunities and to make informed financial decisions;</li> <li>e. Educate participants about identity theft, ways to protect themselves from identify theft, and how to resolve cases of identity theft, and in other ways understand their rights and protections related to personal identity and financial data;</li> <li>f. Support activities that address the particular financial literacy needs of non-English speakers, including providing support through the development and distribution of multilingual financial literacy and education materials;</li> <li>g. Support activities that address the particular financial literacy needs of youth with disabilities, including connecting them to benefits planning and work incentives counseling;</li> <li>h. Provide financial education that is age-appropriate, timely, and provides opportunities to put lessons into practice, such as by access to safe and affordable financial products that enable money management and savings; and</li> <li>i. Implement other approaches to help participants gain the knowledge, skills, and confidence to make informed financial decisions that enable them to attain greater financial health and stability by using high quality, age-appropriate, relevant strategies and channels, including, where possible, timely, customized information, guidance, tools, and instruction.</li> </ul>	<p>taxes/deductions. Financial literacy can also include the importance of becoming a renter, purchasing a car, homeownership, and Financial planning. Further, those students planning to attend further post-secondary courses are eligible to apply for the Earn to Learn College Investment Plan that teaches students to save for college and rewards their savings with additional funds to be used by the student for college tuition, <a href="https://earntolearn.org/">https://earntolearn.org/</a>.</p>
<p align="center"><b>Program Element12: Entrepreneurial Skills Training</b></p>	<p align="center"><b>Contractor will:</b></p>
<p>Provide the basics of starting and operating a small business. Such training must develop the skills associated with entrepreneurship. Such skills may include but are not limited to, the ability to:</p> <ul style="list-style-type: none"> <li>a. Take initiative;</li> </ul>	<p>The AWC Small Business Development Center (SBDC) and guest speakers can provide the opportunity for entrepreneurial workshops and skills training. Entrepreneurial skills training provides</p>



<ul style="list-style-type: none"> <li>b. Creatively seek out and identify business opportunities;</li> <li>c. Develop budgets and forecast resource needs;</li> <li>d. Understand various options for acquiring capital and the trade-offs associated with each option, and</li> <li>e. Communicate effectively and market oneself and one's ideas. Approaches to teaching youth entrepreneurial skills may include, but are not limited to:             <ol style="list-style-type: none"> <li>1. Entrepreneurship education provides an introduction to the values and basics of starting and running a business. Entrepreneurship education programs often guide youth through the development of a business plan and also may include simulations of business start-up and operation.</li> <li>2. Enterprise development provides supports and services that incubate and help youth develop their own businesses. Enterprise development programs go beyond entrepreneurship education by helping youth access small loans or grants that are needed to begin business operations and by providing more individualized attention to the development of viable business ideas.</li> <li>3. Experiential programs that provide youth with experience in the day-to-day operation of a business. These programs may involve the development of a youth-run business that young people participating in the program work in and manage. Or, they may facilitate placement in apprentice or internship positions with adult entrepreneurs in the community.</li> </ol> </li> </ul>	<p><b>information</b> about identifying business opportunities, setting up a business, developing a business plan, and creating marketing strategies. The SBDC also offers a self-assessment for those interested in becoming a business owner/entrepreneur, which can assist an OSY in discovering the skills associated with entrepreneurship. Referrals are provided and based on individual interest and need, though periodic sessions will be held for all students to attend and be exposed to the concepts.</p>
<p style="text-align: center;"><b>Program Element 13: Labor Market and Employment Information Services</b></p>	<p style="text-align: center;"><b>Contractor will:</b></p>
<p>Provide labor market and employment information about in-demand industry sectors or occupations available in Yuma County, such as career awareness, career counseling, and career exploration services. Numerous tools and applications that are user-friendly exist, which can be used to provide labor market and career information, as appropriate to each youth. These labor market information (LMI) tools can be used to help youth and young adults to make appropriate decisions about education and careers. LMI identifies in-demand industries, occupations, employment opportunities, and, provides knowledge of job market expectations including education and</p>	<p>Services to OSY by providing information about available employment at local businesses and occupation clusters, and industries in high demand. These services also include career awareness, career counseling, and career exploration, all of which assist OSY in discovering the necessary skills for obtaining and retaining employment, occupational information, provide knowledge for decision-making, and career planning. These skills are introduced using various methods, such as hands-on applications like Job Shadowing, classroom instruction/workshops, and/or guest</p>

skills requirements and potential earnings.	speakers. Labor market and employment information services are included in the career planning process and provided with individual training programs. This information is embedded in instruction for those enrolled in CTE Courses as they are earning their certificates.
<b>Program Element 14: Transition to Post-Secondary Education and Training Activities</b>	<b>Contractor will:</b>
<p>Post-Secondary preparation and transitions that help youth prepare for and transition to post-secondary education and training. These services include exploring post-secondary education options including technical training schools, community colleges, 4-year colleges and universities, and registered apprenticeship. Additional services include, but are not limited to;</p> <ul style="list-style-type: none"> <li>a. Assisting youth to prepare for SAT/ACT testing;</li> <li>b. Assisting with college admission applications;</li> <li>c. Searching and applying for scholarships and grants;</li> <li>d. Filling out the proper Financial Aid applications and adhering to changing guidelines; and</li> <li>e. Connecting youth to postsecondary education programs.</li> </ul>	<p>AWC, Job Training Program prepares OSY for postsecondary and transition activities by creating strong linkages between academic and occupational learning and developing connections to intermediaries with strong links to the labor market and career pathways, as well as through collaborative efforts with educational entities, local businesses, and community organizations. Based on individual academic goals/plans, AWC, Job Training Program provides postsecondary preparation and transitional activities to OSY in the following areas: exploring postsecondary options, searching for scholarships, preparing/submitting postsecondary education and financial aid applications. Since the Job Training Program is connected to the college, the full services of the college are used to bring strong connections between the college and the OSY to bring about a college going culture program-wide. The AWC Admissions Team will partner closely with the Job Training Program to provide the connections and information to both the OSY and their families about how college is achievable for them and how the entire process works from start to finish. These services can be provided in both English and Spanish.</p>

**P. Measurable Skills Gains:**

The Contractor will ensure Measurable Skill Gains is achieved when participants are in education or training programs leading to recognized postsecondary credential or employment as outlined in the measurable skills gains performance measure. For more information on Measurable Skills Gains, please see the YCLWDB Measurable Skills Gains Policy. Section 116 of WIOA establishes performance accountability on measurable skills gain to assess the effectiveness and achieve positive outcomes for individuals served by the Workforce Development Systems, which includes Youth Services. For more information on Measurable Skills Gains, please see YCLWDB's Measurable Skills Gains Policy

**Q. Incentives:**



Incentives may be awarded to WIOA youth participants to motivate, encourage, or congratulate when certain goals and/or activities are completed. WIOA incentives may not be used for recruitment and eligibility determination. The Contractor is encouraged to provide such incentive awards but must not exceed the limited amounts listed in the policy. For more information on Incentive, please see the Youth Incentive Payment Policy.

**R. Support Services:**

The Contractor shall provide supportive services on an on-going basis and as deemed necessary to assist all target populations in overcoming barriers that are hindering self-sufficiency. These services must be available for participants in youth activities and who may need additional assistance, as determined through objective assessment and meet the local eligibility requirements. (i.e., assistance with transportation, work-related attire and equipment, and needs-related payments). For more information on Support Services, please see YCLWDB's Youth Support Service Policy.

**S. Target Population and Geographic Areas**

The priority target population for Out-of-School Youth must be ages 16-24 that are considered the "hardest to serve". Youth include but are not limited to the following characteristics:

- Not attending any school (as defined under State law)
- Not younger than age 16 or older than age 24
- School Dropout
- 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.
- A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is
  - Basic Skills Deficient
  - An English language learner – The Contractor must serve English language learners who are not enrolled or required to be enrolled in school, and are basic skills deficient or lack a secondary diploma.
- An individual who is subject to the juvenile system or adult justice system.
- Homeless Individual
- Runaway Individual
- In foster care or has aged out of the foster care system
- Individual eligible for Social Security assistance
- In and out-of-home placement
- Pregnant or parenting
- Individual with a disability
- A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.

The LWDB is committed to creating an environment where everyone benefits from opportunity, mutual respect, and a sense of belonging. Contractor must ensure that equity, diversity, inclusion and accessibility must be a priority when delivering services across age, gender, race and ethnicity to avoid access gaps to Youths.

**Veteran's Priority of Service:**

The Contractor must ensure that all eligible Veterans are identified at point of entry and given an opportunity to take full advantage of the priority of service. Individuals meeting the eligibility criteria will be afforded priority over individuals who are not Veterans. Additionally, the Contractor will ensure that all Veterans are made aware of their entitlement to priority of service, the full array of employment, training, and placement services available under priority of services, and any applicable eligibility requirements for those programs and/or services.

It is critical for the Contractor to identify and describe how the targeted population is determined in need of training. In addition, the Contractor must ensure training is not being provided by mandated

partners; the proposed training will benefit the participant, and will contribute to meeting performance measures. Training shall be directly linked to high in demand occupations in the local area.

**T. Performance Measures:**

WIOA Section 116 (2) (A) establishes performance accountability measures that apply across the programs to assess the effectiveness of states and local areas in achieving positive outcomes for individuals served by those programs. The Contractor is required to meet or exceed all six performance measures listed below. This includes the measure on Effectiveness in Serving Employers. Contractors failing to meet the performance measures after receiving technical guidance will be placed on corrective action, probation or possible loss of contract.

Below is the chart showing PY2023 Performance Goals negotiated by YCLWDB with the State. For more information on Performance Measure, please see TEGL 10-16 Change 1.

<b>WIOA Youth Performance Measures</b>	<b>Final Negotiated Targets for PY 23</b>
<b>Youth Employed, in education or in Occupation Skills Training 2<sup>nd</sup> quarter after exit</b> The percentages of youth program participation (or participants in non-core programs using the youth indicators) who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program;	74.0%
<b>Youth Employed, in education or in Occupation Skills Training 4<sup>th</sup> quarter after exit</b> The percentage of program participants (or participants in non-core programs using the youth indicators) who are in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the program; and	70.0%
<b>Median Wage</b> The median earning of program participants who are in unsubsidized employment during the second quarter after exit from the program	\$5,044
<b>Youth Credentials</b> The percentage of those participants enrolled in an education or training program (excluding those in (OJT) and customized training) who attained a recognized postsecondary credential or a secondary school diploma, or its recognized equivalent, during participation in or within one year after exit from the program.  A participant who has attained a secondary school diploma or its recognized equivalent is included in the percentage of participants who have attained a secondary school diploma or its recognized equivalent only if the participant also is employed or is enrolled in an education training program leading to a recognized postsecondary credential within one year after exit from the program.	65.0%
<b>Measurable Skills Gain</b> The percentage of program participants who, during the program year, are in an education or training program that lead to a recognized postsecondary credential or employment and who are achieving measurable skills gains toward such a credential or employment.	58.0%

**\*\*\*Performance is subject to change upon the finalized negotiations of DES and DOL. An amendment will be issued until the accepted performance levels are established.**

Contractor will ensure participant and employer satisfaction through the use of participant and employer feedback and monthly/quarterly reports. The information gained will provide



Contractor with the opportunity to increase student, employer, and program success and satisfaction. The customer satisfaction survey must be completed by the participant and not the staff. The satisfaction survey must be available electronically and in paper.

**U. Participant Wages:**

Contractor will make every effort to place participants in occupations that pay at least \$14.00 an hour.

**V. Quarter Mark Obligation:**

**a. Performance Goals:**

Contractor is responsible for meeting or exceeding the performance goals established on this contract. The performance goals shall be met as follow:

- 25% of the performance goals are met or exceeded by the end of the first quarter.
- 50% of the performance goals are met or exceeded by the end of the second quarter.
- 75% of the performance goals are met or exceeded by the end of the third quarter.
- 100% of the performance goals are met or exceeded by the end of the fourth quarter.

**b. Contract Funds:**

Funding authorized under this 2023-2024 Cost Reimbursement Contract is \$925,000; all of which shall be sourced from WIOA Title I Youth Program funds. **Funds shall be obligated as follow:**

- **25% of funds shall be obligated by the end of the first quarter;**
- **50% of funds shall be obligated by the end of the second quarter;**
- **75% of fund shall be obligated by the end of the third quarter;**
- **100% of funds shall be obligated by the end of the fourth quarter.**

Funds not used within a program year are not available for obligation or carryover to future program years. **If funds are not obligated by quarter mark, justification must be submitted or contract amount may be revised and the amount will be distributed amongst the providers at the discretion of the Yuma County Local Workforce Development Board.**

The following Operational Expenditures funds can only be transferred up to a maximum of 10% within the Operational Expense Category:

- Personal Services and Benefits
- Professional Services & Outside Services
- In-State Travel
- Out-of-State Travel
- Other Operating Expense

The following Client Expenditures funds can only be transferred up to a maximum of 10% within the Client Expense Category:

- Support Services
- Training
- Internships/WEX
- On the Job Training
- Milestones

**Any transfer of funds and any changes to the organizational chart requires a contract amendment. The Transfer of Funds Request form must be filled out and approved by the LWDB Senior Management staff.**

**Note: Funds cannot be transferred between the Operational Expenses and the Client Expense categories.**

Program Year 2023-2024	Projected Service Level Youth
Enrolled	160
Number of ITA's	46
Number of OJT's	6
Number of Work Experience	20

**W. Case Loads:**

Case managers will be required to carry a case load between 40 and 60 participants each (no less than 40).

**X. Reporting Requirement:**

The Contractor will be required to utilize various data management systems to submit monthly/quarterly reports as outlined in the section below. Contractors will report monthly to the YCLWDB staff on actual levels of service and performance goals progress. The Contractor will be required to report program information on a monthly basis. The Contractor will meet quarterly to review program outcomes and budgets expenditures.

**a. Providers Report (Inconclusive list listed below)**

Monthly	Quarterly
Enrollments	Equal Employment Opportunity (EEO)
Program/Enrollment Information	Americans with Disability Act (ADA)
Exited files within 90 days – Resuming Services	Outreach
Files Transferred (i.e. during participation)	Budget
Career Pathways Provided to participants	Enrollment
Enrollment information for Individualized/Training Services	Referrals
Exited Files – Placement & Credential Information	
Co-enrolled Participants/Partner Agency	
Participant Referral for Dropout Recovery Services	
Budget Information	
Outreach and Recruitment Activities	
Information provided to employers on job opportunities to obtain the vacant jobs listed	
Customized recruitment events and related services provided for employers including targeted job fairs	

**b. Customer Tracking Systems**

The Contractor will be required to use the various data management systems for provision of all customer and business services. In addition to reporting and tracking customers through the various programs, partners must submit monthly reports that document outcomes on agreed-upon key benchmarks.

The Contractor will be accountable for the integrity of the data presented and responsible for ensuring that staff is appropriately trained in the use of the systems. The Contractor will be responsible for developing, implementing, and overseeing processes to collect, manage, and utilize information provided by the system. The Contractor will ensure all data entry, including case notes are entered into the AJC system within 7 business days.

**c. Client Referral System (CRS)**



The CRS system is the central component for referring customers between partners. The system is an internet-based to ensure that all partners are allowed to utilize the system to improve overall system effectiveness and maximize co-enrollments with partner agencies. The referral process provides timely and effective support that ensures that an appropriate plan of action for clients is initiated and properly tracks the client's referrals to services providers and community partners. The Contractor will be responsible to follow-up on every referral received and/or referred-out as well as making contact with the referred participants. *The Contractor will be required to utilize the YCLWDB data system.*

**d. Integrated Services Delivery System (ISDS)**

The ISDS allows the Contractor to track customer navigation through the system. The database also provides detailed reports of customer visits. It is an important internal support tool that complements the Arizona Job Connection (AJC) System. This shared database greatly reduces the duplication of services. In addition, the ISDS has a user's manual for the ISDS Self-Registration Kiosk via touch screen. The manual explains the features, provides a general overview of the system and establishes the ISDS Self-Registration Kiosk as an *integral* component of the ISDS. The Contractor will be required to utilize the YCLWDB data system.

**Y. File Maintenance:**

The Contractor shall maintain all records pertinent to WIOA Title I youth services grant agreements and contracts, including financial, statistical, property, participant records, and supporting documentation in accordance with Federal and State requirements and the YCLWDB's record retention policies. Electronic case files must include a variety of documentation including, but not limited to; program eligibility, suitability, assessment data, Individual Service Strategy (ISS), regular case notes (entered at least bi-weekly), progress reports, and attendance sheets for individuals receiving training services. Participant's progress and outcomes will be tracked through the Arizona Job Connection. Participant's files are required to be in electronic format.

**Z. Monitoring and Evaluation:**

The YCLWDB staff is required to evaluate and monitor the Contractor to verify that customers of WIOA funded programs are receiving the most comprehensive services, to ensure program compliance, and to evaluate the effectiveness of the service strategies. External monitoring and evaluation may also be conducted periodically by the U.S. Department of Labor, State of Arizona, State Workforce Arizona Council, and any other agency that provides funds used by the YCLWDB to contract for services in the area's workforce system.

**AA. Confidentiality Guidelines:**

- Personally Identifiable Information (PII) and other sensitive information must be protected at all times (TEGL 39-11).
- Maintain confidentiality when accessing or utilizing AJC and maintain computer equipment with compatible software.
- All PII documents must be disposed either by shredding or placed in the locked bin.
- Retain records in compliance with federal and state WIOA requirements 2 CFR 200.333 and the ARIZONA@WORK – Yuma County Records Management and Retention Policy.
- The Contractor's staff will use the provided computers and/or laptops and must complete the following mandatory Trainings prior to accessing data internal management systems:
  1. CIS001A – Acceptable Use Agreement From
  2. CIS001B – Acceptable Use Agreement Attestation
  3. CIS001 – Kevin Mitnick's Security Awareness
  4. DESACP15 – Address Confidentiality Program
  5. DE5502 – WIOA Laws and Regulation

6. DE5503 – DERS Disability Awareness
7. DE5113 – AJC NextGen Systems Getting Started
8. DE5114 – AJC NextGen Systems Search
9. DE5115 – AJC NextGen Adding Information
10. DE5116 – AJC NextGen Enrollments
11. DE5110 – AJC NextGen Title IB-WIOA

- All correspondence, flyers and documents must have the appropriate EEO tag lines.

**BB. Travel:**

- a. **In-State Travel:** For domestic travel (in Arizona) to be an allowable cost, it must be necessary, reasonable, and allocable to conform to the U.S. General Service Administration (GSA) per Diem Rates. The YCLWDB will not reimburse mileage costs not related to job relevancy in excess of the State-approved rate.
- b. **Out-of-State Travel:** For domestic travel (outside of Arizona) to be an allowable cost, it must be necessary, reasonable, allowable, and conform to the U.S. General Service Administration (GSA) Per Diem Rates. The YCLWDB will not reimburse mileage costs not related to job relevancy in excess of the State-approved rate. To be good stewards of funds, all travel must be scheduled in advance to obtain the best rates.

**CC. Mileage Rate:**

The contractor will use the current Internal Revenue Service standard mileage rate.

**DD. References:**

The Contractor shall comply with the following policies and practices within the Contractor's organization regarding this contract as if it had approved these policies for its own organization.

Arizona Job Connection  
[www.azjobconnection.gov](http://www.azjobconnection.gov)

Arizona Department of Economic Security – State Policy and Procedure Manual  
<https://des.az.gov/services/employment/workforce-innovation-and-opportunity-act-wioa/wioa-policy-and-procedure-manual>

ARIZONA@WORK – Yuma County Plans and Policies  
<https://arizonaatwork.com/locations/yuma-county/plans-and-policies>

Office of Management and Budget's Uniform Administrative Requirements, Cost Principles and Audit requirement for Federal Awards final rule ( 2 CFR Part 200)  
[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

Performance Accountability  
[https://www.doleta.gov/performance/reporting/eta\\_default.cfm](https://www.doleta.gov/performance/reporting/eta_default.cfm)

Federal Register  
<https://www.govinfo.gov/content/pkg/CFR-2017-title20-vol4/pdf/CFR-2017-title20-vol4-sec678-430.pdf>

Training and Employment Guidance Letter No. 21-16  
[https://wdr.doleta.gov/directives/attach/TEGL/TEGL\\_21-16.pdf](https://wdr.doleta.gov/directives/attach/TEGL/TEGL_21-16.pdf)

Training and Employment Guidance Letter No. 23-14  
[http://wdr.doleta.gov/directives/corr\\_doc.cfm?docn=4244](http://wdr.doleta.gov/directives/corr_doc.cfm?docn=4244)

Training and Employment Guidance Letter No. 10-09  
<https://wdr.doleta.gov/directives/attach/TEGL/TEGL10-09.pdf>



Training and Employment Guidance Letter WIOA No. 10-16  
[https://wdr.doleta.gov/directives/attach/TEGL/TEGL\\_10-16.pdf](https://wdr.doleta.gov/directives/attach/TEGL/TEGL_10-16.pdf)

Training and Employment Guidance Letter WIOA No. 10-16-Change 1  
[https://wdr.doleta.gov/directives/attach/TEGL/TEGL\\_10-16-Change1.pdf](https://wdr.doleta.gov/directives/attach/TEGL/TEGL_10-16-Change1.pdf)

Training and Employment Guidance Letter No. 19-13  
[https://wdr.doleta.gov/directives/attach/TEGL/TEGL\\_19\\_13.pdf](https://wdr.doleta.gov/directives/attach/TEGL/TEGL_19_13.pdf)

Training and Employment Guidance Letter No. 39-11  
[https://wdr.doleta.gov/directives/attach/TEGL/TEGL\\_39\\_11.pdf](https://wdr.doleta.gov/directives/attach/TEGL/TEGL_39_11.pdf)

Protected Personal Identifiable Information (PII) Policy  
<https://arizonaatwork.com/sites/default/files/Protected%20Personally%20Identifiable%20Information%20Policy.pdf>

State of Arizona WIOA Unified Workforce Development Plan  
<https://des.az.gov/sites/default/files/media/wioStateplanfinal.pdf>

U.S. Department of Labor, WIOA Core Indicators of Performance and Operational Parameters  
<http://www.doleta.gov/wioa/Overview.cfm>

Conflict of Interest – State Workforce Policy #8  
<https://arizonaatwork.com/sites/default/files/media/Conflict%20of%20Interest%20Policy%20Adopted%20022819.pdf>

Workforce Innovation and Opportunity Act, Miscellaneous Program Changes; Final Rule  
<https://www.gpo.gov/fdsys/pkg/FR-2016-08-19/pdf/2016-16046.pdf>

Workforce Innovation and Opportunity Act, Public Law 113-128  
<http://www.doleta.gov/wioa/>

Workforce Innovation and Opportunity Act, Policy Manual  
<https://des.az.gov/sites/default/files/media/wioayouthprogram.pdf>

Workforce Innovation and Opportunity Act U.S. Department of Labor Regulations, 2 CFR parts 200 and 2900  
[http://www.ecfr.gov/cgibin/texidx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgibin/texidx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

YPIC Support Services Policy  
<https://arizonaatwork.com/sites/default/files/Youth%20Yuma%20County%20Supportive%20Services%20Policy%2011.13.19.pdf>

Yuma County Guidelines for training  
<https://www.arizonaatwork.com/sites/default/files/Training%20Policy.pdf>

Yuma County - Arizona Workforce Development Plan Four Year Plan July 1, 2020 – June 30, 2023  
<https://arizonaatwork.com/sites/default/files/Arizona%20Workforce%20Development%20Plan%202020-2023.pdf>

It is the responsibility of the Contractor to be familiar with the compliance aspects of the Uniform\Guidance (2 CFR 200) if awarded a contract, comply with the Workforce Innovation and Opportunity Act and applicable state and federal regulations, as they currently exist or may be hereafter modified or supplemented. Therefore, it is the Contractor's responsibility to research the ACT, DOL Regulations, or any other document referencing the Youth Program.

**\*\*\*\* It is the responsibility of the Contractor to stay abreast of any new TEGL's, State, internal policies and references after this contract.**

#### ARTICLE IV - PAYMENT

- a. This contract is a Cost Reimbursement Contract.
- b. In consideration of the services specified in this contract, YPIC agrees to reimburse Contractor as follows:
  - i. Total reimbursement of 2023-2024 Program Year shall not exceed \$925,000.00; Funds not expended within a program year are not available for obligation or carryover to future program years.
  - ii. Request for reimbursement for services under this contract must be certified on invoices signed by an authorized representative of Contractor, and must be *accompanied by supporting documentation*, which will be verified by YPIC Accounting Manager and approved by the Director, and must be consistent with the authorized budget (See Attachment "B" for authorized budget/Budget narrative).
  - iii. Invoices must be submitted by the **12<sup>th</sup> of each month** for any expenses incurred in the prior month and **the 15<sup>th</sup> for year end**.
  - iv. Any variances in any of the line items of the authorized budget over 10% will require a budget amendment and approval by the YPIC Director prior to incurring expenses.

#### ARTICLE V – BANKRUPTCY/INSOLVENCY

If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the LWDB may terminate this contract.

#### ARTICLE VI – COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, standards, and Executive Orders, without limitation to those designated within the contract. The laws and regulations of the State shall govern the rights of the parties, the performance of this contract, and shall be brought in an Arizona Court. If any provision of this contract is held invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law. Any changes in the governing laws, rules, and regulations during the term of this contract shall apply but do not require a written amendment.

Contractor shall comply with all applicable provisions of the Workforce Innovation and Opportunity Act, State and Federal regulations, as amended. Contractor shall also comply with State Workforce Policy #8 Conflict of Interest Policy developed by the Workforce Arizona Council and effective as of 2/28/19.

#### ARTICLE VII – CONTRACTOR PERSONNEL

Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended, as it related to all personnel.

Unless otherwise provided for, the personnel delivering contract services shall be employees or volunteers of the Contractor and shall satisfy any qualifications and carry out any duties set forth in this contract. Personnel must also have demonstrated experience and skills working with individuals who are economically disadvantaged or meet the requirements of the WIOA target groups. Personnel policies and practices shall be uniform for all employees of the Contractor. Contractor's employees shall not be considered officers, employees, or agents of the LWDB or the State. Contractor certifies that no individual or agent has been employed or retained to solicit or secure this contract for commission, percentage, brokerage, or contingent fee except a bona fide employee maintained by the Contractor to secure business.

Contractor shall perform, in addition to the fingerprint check, a criminal history background check on its staff members who provide services under this contract, whether employees, Contractors or volunteers, to



ensure the safety of the participants, the integrity of the programs and to reduce potential liability to the LWDB.

Contractor shall immediately inform the LWDB of any pending criminal charges or other change of status regarding any of its said staff members who provide services under this contract which could negatively impact participants, the program or YPIC and the LWDB.

Contractor shall not hire or utilize a Contractor or volunteer to provide services under this contract if that staff member was a prior YPIC employee, contractor or volunteer who is not eligible for hire or re-hire at YPIC.

The LWDB reserves the right to review Contractor's present and future staff qualifications.

The LWDB retains the right to decline to permit any Contractor staff member, whether an employee, contractor or volunteer to perform services under this contract. This would include any situation where the Contractor staff member is related to a YPIC or LWDB employee and the said employment by the Contractor could be deemed or viewed as nepotism or a conflict of interest."

#### **ARTICLE VIII – BACKGROUND CHECK AND FINGERPRINT CLEARANCE CARD**

For all new employees of the Contractor the following needs to be submitted to YPIC's Contract Manager on the first day of employment.

- a. Record of submittal of the direct service position certification form.
- b. Record of submittal of the Central Registry Background Check to Arizona DES. The Contractor will submit the proof of Central Registry Background Clearance Form to YPIC's Contract Manager within 30 days.

Contractor must submit a copy of the record of application of each employee's fingerprint card to YPIC's Contract Manager within the first 7 days of employment or renewal of contracts.

- a. Copy of Level One Finger Print Clearance card application confirmation receipt
- b. The original card will be provided to YPIC's Contract Manager for processing.
- c. For all new employees of the Contractor the following needs to be submitted to YPIC's Contract Manager: Record of fingerprint application within seven (7) days of employment.

#### **ARTICLE IX– TECHNICAL ASSISTANCE**

Any party to this contract may formerly request technical assistance to help assure all aspects of this contract are successfully fulfilled.

#### **ARTICLE X – OTHER DOCUMENTS**

- a. Contractor and YPIC, in entering into this contract, have relied upon information provided in the 2021-2022 SERVICES FOR YOUTH PROGRAM REQUEST FOR PROPOSAL (RFP) and the Packet and Attachment issued February 9, 2021. This document is hereby incorporated into and made a part of this contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.
- b. The Yuma County Workforce Development Board operated by the Yuma Private Industry Council, Inc. **WIOA Federal Award Grant Agreement Terms and Conditions (PY2022) and the Yuma Private Industry Council Inc., Terms and Conditions (June 2023 Edition)** hereinafter referred to as the "Terms and Conditions" is hereby incorporated into and made a part of this contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract. **Performance by the parties under this contract shall be in accordance with the Terms and Conditions.** As evidenced by the signature of Contractor's authorized representative in the space after this paragraph, Contractor hereby acknowledges the following:

- i. Contractor has received a copy of the **WIOA Federal Award Grant Agreement Terms and Conditions** and the Yuma Private Industry Council, Terms and Conditions – attachment “D”
- ii. Contractor is familiar with the contents of the **WIOA Federal Award Grant Agreement Terms and Conditions** and YPIC’s Terms and Conditions
- iii. Contractor agrees to abide by the provisions of the **WIOA Federal Award Grant Agreement Terms and Conditions** and YPIC’s Terms and Conditions and to treat them as if set forth in full here.

c. Attachments to this contract:

Attachment A: Organizational Chart and Flow Chart

Attachment B: Authorized Budget/Budget Narrative

Attachment C: Performance Goals

Attachment D: WIOA Federal Award Grant Agreement Terms and Conditions and YPIC’s Terms and Conditions

Attachment E: Debarment and Lobbying

Attachment F: Workforce Arizona Council Conflict of Interest Policy

Contractor’s acknowledgement: DPC

## ARTICLE XI – SPECIAL PROVISIONS AND CERTIFICATIONS

As evidenced by the signature of Contractor’s authorized representative in the space provided after this paragraph, Contractor certifies that, in carrying out its obligations pursuant to this contract, it shall comply with applicable laws, regulations, requirements and special provisions as follows:

Applicability (by LWDB)	Initials (by Contractor)	Applicable Regulations
Applicable	<u>DPC</u>	2 CFR Part 200, Uniform Administrative Requirements for State/Local Governments and Indian Tribes
Applicable	<u>DPC</u>	2 CFR Part 215, Uniform Administrative Requirements for Awards and other Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations
Applicable	<u>DPC</u>	2 CFR 225, Cost Principles for State/Local Governments and Indian Tribes
Applicable	<u>DPC</u>	2 CFR Part 220, Cost Principles for Education Institutions
Not Applicable	<u>DPC</u>	2 CFR Part 230, Cost Principles for Non-Profit Organizations
Applicable	<u>DPC</u>	2 CFR Part 501, Single Audit
Applicable	<u>DPC</u>	29 CFR Parts 38, Nondiscrimination and Equal Opportunity Requirements
Applicable	<u>DPC</u>	Workforce Innovation and Opportunity Act, 113-128, and regulations adopted pursuant to that Act, including 2 CFR Part 200, et al, and 2 CFR Part 2900
Applicable	<u>DPC</u>	Fair Labor Standards Act, and regulations adopted pursuant to that Act
Applicable	<u>DPC</u>	Contractor certifies that no funds provided pursuant to this contract shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office. No funds provided pursuant to this contract shall be used to transport voters or



		prospective voters to and from the polls or render similar assistance in connection with any such election or any voter registration activity.
Applicable	<u>DPC</u> DPC	2 CFR Part 180, Debarment and Suspension (Subparts G and H); Drug Free Workplace - Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for Debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
Applicable	<u>DPC</u> DPC	2 CFR Part 450 Lobbying Certification Contractor certifies that no federal funds have been paid or will be paid, by or on behalf of the Contractor to any person or employee of an 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.

Contractor's acknowledgement: DPC

### ARTICLE XIII – DISPUTES

The Parties hereto shall first attempt to resolve all disputes between the Contractor staff and partners, if any, informally at the lowest level. If the dispute is not resolved, a meeting will be held with the appropriate site supervisors(s) and staff. If this does not lead to resolution, any Party may call a meeting of the Parties to formally discuss and resolve all disputes. Should the Parties fail to resolve the dispute, the matter shall be referred to the Chair of the YCLWDB, who shall call a special meeting of the Board's Executive Committee. The Executive Committee shall mediate the dispute.

### ARTICLE XII – CONTRACT EXTENSION

YPIC shall have the option to extend or renew this contract for up to a 12-month period, provided that any modification or extension shall be by formal written amendment executed by the parties hereto. In no event is this contract to be interpreted as subject to automatic renewal.

### ARTICLE XIII – TERMINATION OF CONTRACT

#### Failure to Perform

If through any cause, the contractor fails to perform in accordance with the terms of the contract in a timely and proper manner and/or violates any requirements of the contract, the contractor will receive technical assistance from the YCLWDB staff. The contractor must comply with corrective action requirements in a timely manner as specified by the YCLWDB staff. If the contractor does not comply, then the contract may be terminated, in whole, or in part, by either party to the contract. In this event, the aggrieved party shall provide written notification at least 10 working days in advance to the other party specifying the performance failure and the intent to terminate.

#### Without Cause

Either party to this contract may elect to terminate the contract without cause by delivering a ninety (90) day written notice of intent to terminate to the other party.

#### Funding

The YCLWDB may terminate, renegotiate or modify this contract at any time if its federal, or State grants are suspended, reduced, or terminated before or during the contract period, or if federal or State grant terms and regulation change significantly. In the event of early contract termination initiated by either party for whatever reason, the contractor is only entitled to costs incurred prior to the time of contract termination.

### **ARTICLE XIII - NOTICES**

Contractor shall give written notice of any change of address not more than fifteen days after the change is effective. Any notice required or permitted to be given under this contract shall be in writing and shall be served by delivery or by certified mail upon the other party as follows:

#### **Yuma Private Industry Council, Inc.**

Nidia Herrera  
Executive Director  
3834 W 16<sup>th</sup> Street  
Yuma, AZ 85364

Patrick Goetz  
Operations Director  
3834 W. 16<sup>th</sup> Street  
Yuma, AZ 85364

#### **Contractor Arizona Western Collage**

Reetika Dhawan  
Associate Vice President of Workforce Development & CTE  
2020 S. Avenue 8 E  
Yuma, AZ 85365


Carrie Zaragoza  
Director of WIOA  
1351 S Redondo Center Drive  
Yuma, AZ 85365

### **ARTICLE XIV – ENTIRE AGREEMENT**

This contract and the WIOA Federal Award Grant Agreement Terms and Conditions (PY2022) and the Yuma Private Industry Council Inc., Terms and Conditions (June 2023 Edition), including the documents identified in Article X and all applicable laws and regulations, constitute the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This contract shall not be modified, amended, altered or changed except as provided for by Section 36 in the Yuma Private Industry Council Inc., Terms and Conditions (June 2023 Edition).

IN WITNESS THEREOF, the parties have affixed their signatures to this WIOA Title I Youth Program funds contract, on the dates written below.

YUMA PRIVATE INDUSTRY COUNCIL, INC.

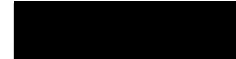


Nidia Herrera, Executive Director

Jun 30, 2023

Date:

ARIZONA WESTERN COLLEGE



Dr. Daniel P. Corr, President

Jun 30, 2023

Date: