



Innovative Workforce Solutions

3834 W. 16th Street Yuma, AZ 85364 (928) 329-0990 Fax No. (928) 783-0886 TTY (928) 329-6466

Cost Reimbursement Contract

**Limited ABE and/or HSE Classes for
Out of School Youth**

Arizona Western College

Contract No. AH2023-07-01/OSY

Contractor:

Arizona Western College
1351 S. Redondo Center Drive
Yuma, AZ 85364
www.azwestern.edu

Effective Date of Contract:

July 1, 2023

Expiration Date of Contract:

June 30, 2024

Contacts:

Reetika Dhawan
Associate Vice President of Workforce Development
& CTE
Phone: (928) 344-7501
Email: Reetika.Dhawan@azwestern.edu
Or

Carrie Zaragoza
Director of WIOA
Phone: (928) 317-6164
Email: Carrie.Zaragoza@azwestern.edu

Contract Value:

(Cost reimbursement)

Total: \$75,000.00

Enrollments: 75

Funding Source: Workforce
Innovation and Opportunity Act

Description of Services:

To provide Limited ABE and/or GED Out of School Youth (Ages 16-24).

Cost Reimbursement Contract

“Limited ABE and/or HSE Classes for Out of School Youth

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 Limited ABE and/or HSE Classes for Out of School Youth for PY 2021-2022; 2022-2023;

WHEREAS, YPIC will grant a new contract to the Contractor to provide **Limited ABE and/or HSE Classes for 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 Youth Program for the 2023-2024 contract year.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I – PURPOSE

To provide Limited ABE and/or HSE Classes 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 the 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. Contractor will use the ARIZONA@WORK branding for all purposes.
- G. 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.

ARTICLE III – SCOPE OF WORK

- A. This contract shall be effective **July 1, 2023 and end on June 30, 2024**, unless sooner terminated or further extended pursuant to this contract.
- 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 in the federal, state, and local policies.
- 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. The hours of operation must coincide with the One Stop Center. The current hours are Monday – Friday from 8:00 am – 5:00 pm. AWC will follow YPIC's holiday schedule. Non-traditional hours can be scheduled to accommodate special needs of the local economy and community.
- F. Contractor will use the ARIZONA@WORK branding for all purposes.

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

Contractor will utilize the results gained in the objective assessment process, which assessments are provided by YPIC, as well as provide further assessments in ABE and/or HSE to address the needs and levels of the participant. Assessment scores in reading, math, and language will determine a participant's needs for assistance in basic skills. If a participant does not possess a high school diploma or HSE, secondary school completion will be required. Once enrolled, YPIC will refer to AWC for services. Participants will be assessed monthly, or as needed, and progress will be reviewed with YPIC Youth Services staff on a regular basis. YPIC Youth Services staff will case manage the files of the participants under this contract.

YPIC'S Youth Services will coordinate efforts in providing case management and support services.

Program Element 2: Alternative Secondary School Services, Dropout Recovery Services	Contractor will:
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.	Arizona Western College, Job Training Program will work in collaboration and conjunction with the ARIZONA@WORK Yuma County Youth Services team to provide ABE/HSE to 75 Out-of-School Youth, OSY, referred to AWC (Arizona Western College) from Youth Services for basic education services and HSE (High School Equivalency) completion. This number does not include the 43 projected carry-overs from PY (Program Year) 22/23. The services provided are designed to assist OSY in achieving their educational goals, preparing them for training, the workplace, creating lifelong learners, and enabling self-sufficiency and self-advocacy. To achieve these goals, AWC provides WIOA (Workforce Innovation and Opportunity Act) Youth Service Program Element 2: Dropout

	<p>Recovery Services. AWC provides Dropout Recovery Services including counseling from instructors and the instructional assistant with IEP planning built with the Youth Services Coordinator. Individual Educational Plans are developed for each student, closely monitored, and adjusted, as necessary. Services for OSY are based on an individuals' unique educational needs and are personally tailored and adjusted as needed. AWC collaborates with Youth Services Staff, including the participants personal Youth Services Coordinator, to increase the completion of a youths' educational goal(s).</p> <p>This partnership allows AWC to utilize all the assessments completed by the OSY at Youth Services, to assist in addressing causes of youth dropping out of school whether by disengagement, lack of successful experience in school, and/or learning styles not suited to previous academic experiences. AWC, further works closely with Youth Services, to review and address the individual needs of the OSY and tailor instruction to re-engage youth and help them persist in education, resulting in leadership development and their future success.</p>
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H. 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.

I. Quarter Mark Obligation:

Funding authorized under this 2023-2024 Cost Reimbursement Contract is \$75,000.00; 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

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 expenses categories.

Program Year	Projected Service Level Youth	Total
2023-2024	Enrolled: 75	\$75,000.00

J. Reporting Requirement:

The Contractor will be required to utilize various data management systems to submit monthly/quarterly reports as outlined in the section below. Contractor 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	

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 \$75,000.00; 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's Accountant Manager and approved by the Director, and must be consistent with the authorized budget (*See Attachment "A" for authorized budget/Budget narrative*).
 - iii. Invoices must be submitted by the **12th of each month** for any expenses incurred in the prior month and **the 15th 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 Operations 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 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.

The 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 Local 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:
- 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 “C”.
 - Contractor is familiar with the contents of the WIOA Federal Award Grant Agreement Terms and Conditions and YPIC’s Terms and Conditions.
 - 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: WIOA Federal Award Grant Agreement Terms and Conditions and YPIC’s Terms and Conditions
 - Attachment D: Debarment and Lobbying
 - Attachment E: 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
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Applicable	<u>DPC</u> DPC	2 CFR Part 200, Uniform Administrative Requirements for State/Local Governments and Indian Tribes
Applicable	<u>DPC</u> DPC	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> DPC	2 CFR 225, Cost Principles for State/Local Governments and Indian Tribes
Applicable	<u>DPC</u> DPC	2 CFR Part 220, Cost Principles for Education Institutions
Not Applicable	<u>DPC</u> DPC	2 CFR Part 230, Cost Principles for Non-Profit Organizations
Applicable	<u>DPC</u> DPC	2 CFR Part 501, Single Audit
Applicable	<u>DPC</u> DPC	29 CFR Parts 38, Nondiscrimination and Equal Opportunity Requirements
Applicable	<u>DPC</u> DPC	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> DPC	Fair Labor Standards Act, and regulations adopted pursuant to that Act
Applicable	<u>DPC</u> DPC	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.
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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 and shall have final authority to resolve the issue.

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 16th Street
Yuma, AZ 85364

Patrick Goetz
Operations Director
3834 W. 16th Street
Yuma, AZ 85364

Contractor Arizona Western Collage

Reetika Dhawan
Associate Vice President of Workforce Development & CTE
2020 S. Avenue 8
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 contract, on the dates written below.

YUMA PRIVATE INDUSTRY COUNCIL, INC.

ARIZONA WESTERN COLLEGE



Nidia Herrera, Executive Director

Jun 30, 2023

Date:



Dr. Daniel P. Corr, President

Jun 30, 2023

Date: