



YUMA COUNTY

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

One-Stop Operator

Arbor E&T dba EQUUS Workforce Solutions

Contract No. AH2023-07-01/One-Stop Operator

Contractor:

Arbor E&T
dba EQUUS Workforce Solutions
805 N. Whittington Parkway
Louisville, KY 40222

Effective Date of Contract:

July 1, 2023

Expiration Date of Contract:

June 30, 2024

Contacts:

Mark Douglass
President

Phone: (646) 647-9747

Email: Mark@Equusworks.com

Jeremy Harrison

National Director of One-Stop Operator

Phone: (702) 350-0360

Email: jeramey.harrison@equusworks.com

Contract Value: (Cost reimbursement)**Total:**

\$300,000.00

Funding Source: Workforce Innovation and Opportunity Act

Description of Services:

To operate the One Stop Center and be the point of access to Career Services.

Cost Reimbursement Contract
“One-Stop Operator”
EQUUS Workforce Solutions, Contractor

Programs under Workforce Innovation and Opportunity Act (WIOA)

This is a ***Cost Reimbursement Contract***, hereinafter called Contract, entered between the Yuma County Local Workforce Development Board (YCLWDB), operated by the Yuma Private Industry Council, Inc., hereinafter called YPIC and EQUUS Workforce Solutions, hereinafter called Contractor or One-Stop Operator.

WITNESSETH

WHEREAS, the Workforce Innovation and Opportunity Act, (WIOA) hereinafter provides federal funding to assist local service areas in providing workforce development activities and services for Yuma County.

WHEREAS, the YCLWDB, with the agreement of the Chief Elected Official, must designate and certify a One-Stop Operator to manage the ARIZONA@WORK-Yuma County Comprehensive One-Stop Center at 3826 W. 16th Street, Yuma, AZ in the manner and scope agreed to between the YCLWDB and EQUUS Workforce Solutions as the One-Stop Operator.

WHEREAS, pursuant to Yuma County’s Local Plan and WIOA laws and regulations, the central point of access to Career Services is located and provided at the ARIZONA@WORK-Yuma County Comprehensive One-Stop Center located at 3826 W. 16th Street Yuma, AZ. The center provides customers access to career, training and employment services under the WIOA federal program through a fully integrated delivery system.

WHEREAS, Contractor is qualified and willing to provide such services.

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

WHEREAS, the YCLWDB, with the agreement of the Chief Elected Official, designates and certifies EQUUS Workforce Solutions which hereinafter may be referred to as “One-Stop Operator”, as the One-Stop Operator for the ARIZONA@WORK-Yuma County located at 3826 W. 16th Street Yuma, AZ for Yuma County.

WHEREAS, the parties recognize that a reference to WIOA includes requirements under WIOA, WIOA rules and regulations, WIOA state policies and any other state or federal requirement per WIOA.

WHEREAS, YPIC granted a contract to the Contractor to provide One-Stop Operator services for PY 2021-2022; 2022-2023.

WHEREAS, YPIC will grant a new contract to the Contractor to provide One-Stop Operator services for PY 2023-2024.

WHEREAS, an agreement between YPIC and EQUUS Workforce Solutions, with the approval and execution of the YCLWDB, is necessary to set forth the responsibilities of the WIOA One-Stop Operator for the 2023-2024 contract year.

NOW, THEREFORE, the following agreement and understanding sets forth the duties of EQUUS Workforce Solutions hereinafter referred to as the One-Stop Operator, as provided under the Workforce Innovation and Opportunity Act.

ARTICLE I – PURPOSE

To operate the ARIZONA@WORK-Yuma County One-Stop Career Center in Yuma County, with funding provided by the Workforce Innovation and Opportunity Act.

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, 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 (WIOA) of 2014 and related regulations are expressly applicable to this contract.
- D.** The provisions of this contract are subject to the requirements of the 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, EQUUS Workforce Solutions 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 will begin serving as the One-Stop Operator starting on **July 1, 2023 and end on June 30, 2024.**
- B.** The Workforce Innovation and Opportunity Act requires that the One-Stop Operator has the duty of being a workforce systems operator which involves coordinating and improving mandated and other One-Stop Partner services in a delivery system available to all its customers and agrees to undertake, perform and complete this task in an expeditious,

- Portable Practical Educational Preparation Incorporated, 210 N. Bingham Avenue Somerton, AZ 85350
- Western Arizona Council of Governments, 1235 S. Redondo Center Dr. Yuma, AZ 85365
- Small Business Resource Center, 1453 North Main Street, Suite 5, San Luis, AZ 85349
- Housing Authority of city of Yuma – Mesa Heights, 2150 S. Arizona Avenue, Yuma, AZ 85364
- Yuma County Adult Probation, 405 S. Main St., Yuma, AZ 85364
- City of Wellton Library, 28790 San Jose Avenue, Wellton, AZ 85356
- Arizona Western College Downtown Center, 1351 S. Redondo Dr. Yuma, AZ 85364
- Wellton Manufacturing Training Center, 28851 County 12th Street, Wellton, AZ

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

G. One-Stop System Coordination

ARIZONA@WORK is the statewide workforce system that assists employers and job seekers with high quality customer service and integrated resources to pursue employment opportunities.

The Contractor will coordinate services in Yuma County through ARIZONA@WORK – Yuma County One-Stop Operator and System Partners through the following:

- Ensure the execution of partner responsibilities outlined in the agreed upon Memorandum of Understanding/Infrastructure Agreement (MOU/IFA) and the Local Four (4) Year Plan.
- Maintain the ARIZONA@WORK – Yuma County logos and branding standards as defined in the state branding guide. The Contractor is prohibited from displaying its own name or logo on any materials associated with performing this scope of work.
- Coordinate with system partners to facilitate and participate in projects such as jobs fairs, business events, etc.
- Become knowledgeable of partner performance measures and program services to coordinate cross-training among partners.
- Coordinate and facilitate core and community quarterly between partner meetings to share best practices, discuss workforce trends, and coordinate information concerning partner program services.
- Coordinate the training and access of the Client Referral System. Evaluate the effectiveness of referrals between partners. Ensure partner agency information is up to date and report follow through on OSO monthly report.
- Coordinate and collaborate outreach activities with community-based, other government services, and other entities throughout the surrounding area to educate individuals that can benefit from the One-Stop Center services; and ensure a steady pipeline of participants coming into the One-Stop Center.
- Coordinate layoff aversion services with employer engagement Liaison and other relevant partner programs to assist workers who experience dislocation from their employment.

H. One-Stop Operator Responsibilities

- Ensure partners access to its program or activities through the One-Stop delivery system, in addition to

satisfactory and professional manner which includes the duties, services and requirements set forth in the Federal, State and local policies.

- C. The parties agree that the WIOA One-Stop Operator shall provide services as required per WIOA, State and Federal regulations, State Policy, and Local Policy as may be 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 ONE-STOP OPERATOR REQUEST FOR PROPOSAL (RFP) and the Packet and Attachment issued January 19, 2021, to the extent not inconsistent with the provision of this contract.
- E. The One-Stop Delivery System brings together workforce development, educational, and other human resource services in a seamless customer-focused service delivery network; that enhances access to the programs' services and improves long-term employment outcomes for individuals receiving assistance. One-Stop Partners administer separately funded programs as a set of integrated streamlined services to job seeker and employer customers (20 CFR 678.300).

The One-Stop Operator will refer businesses to the employer engagement team for the following events:

- Recruitments
- Job Hiring
- Workshops along with many other services for both job seekers and business partners.

The One-Stop Operator will be responsible for coordinating the ARIZONA@WORK-Yuma One-Stop Center to ensure the continuation and expansion of the workforce development system that facilitates access and co-enrollment to the full spectrum of services available through the agencies in an integrated manner. Per section 121(b) (1) of WIOA and §678.400 the following entities are required mandated partners: Title I: Youth, Adult, and Dislocated Worker Services, Title II: Adult Education and Family Literacy Act, Title III: Wagner-Peyser Act and Veterans Program, Title IV: Vocational Rehabilitation, and Title V: The Senior Community Services Employment Program (SCSEP). Other non-mandatory partners include Portable Practical Education Preparation (PPEP).

The One-Stop Delivery System requires that all core partners provide their core services on a part-time or full-time basis.

The Comprehensive One-Stop Center is located at 3826 W. 16th Street Yuma, AZ 85364. The current hours are Monday – Thursday from 8:00 am – 5:00 pm and Friday from 9:00 am – 5:00 pm with a one hour of administrative time per week. Non-traditional hours can be scheduled to accommodate special needs of the local economy and community. The One-Stop Operator will follow YPIC's holiday schedule. Additional access points are available in Yuma County:

- Good Will Career Resource, 3097 S. 8th Avenue Yuma, AZ 85364
- Yuma county Library, 2951 S. 21st Dr., Yuma, AZ 85364
- Somerton Branch Library, 240 W. Canal St. Friends of the Library, Somerton, AZ 85350
- San Luis Library, 1075 6th Avenue, San Luis, AZ 85349
- Yuma County Housing Authority City of Yuma, 420 South Madison Avenue in Yuma, AZ 85364

any other access point.

- Ensure partners comply with Equal Employment Opportunity (EEO) provisions including coordinating staff training, and assure EEO posters and processes are in place.
- Ensure partners comply with all applicable Americans with Disabilities Act (ADA) guidelines.
- Ensure partners provide services to targeted groups including priority of service for qualifying veterans and/or their eligible spouses, as mandated by the Department of Labor (DOL).
- Disclose any potential conflicts of interests arising from the relationships of the One-Stop Operator with any of the sub-awardee's career and training service provider; if such conflict exists, appropriate firewalls must be established and disclosed.
- Refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment that may require long-term services, such as individualized, training, and education services.
- Ensure the One-Stop Center meets and complies with federal, state, and local One-Stop certification requirements. One-Stop certification process is posted at the Department of Economic Security website.
- Create and maintain a partner directory to include updated name, contact information, and distributed as needed.
- Become knowledgeable with the Integrated Service Delivery System (ISDS) and the Client Referral System (CRS).
- Establish and maintain an Operations Manual that defines the operational needs and requirements.
- Ensure all walk-in customers are recorded in the Arizona Job Connection state system which collects and tracks participant's data; and reports service provided to job seekers and employers.
- The One Stop Operator must attend the weekly meetings conducted by the Employer Engagement Coordinator.
- 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 job seekers.

I. One-Stop Operations

To ensure services are easily accessible, equitable and inclusion, customer driven, personalized, and responsive to the community's needs.

- a. Manage all customers flow through a seamless service utilizing the ISDS and CRS to identify the needs of customers, providing an information orientation for direction of appropriate services; and learning the benefits of becoming an ARIZONA@WORK – Yuma County member including:
 - Assist customers with an ISDS member account, to include email account, if needed.
 - Assist customer with creating an AJC account.
 - Inform customers of public workshops, community resources, job postings and virtual/onsite hiring events.
 - Inform customers about AJC registration information to request job referrals access and access employment information.
 - Inform customers on provisions of information on non-traditional employment, in-demand occupations and sectors.
 - Provide WIOA information on available services in Spanish and English or other language upon request.
 - The One-Stop Operator will be responsible for the distribution new participant information

- to the service providers as required by the awarded contract and schedule eligibility appointments via virtual or in person.
- b. Maintain a web-based calendar to schedule and coordinate meeting space for on-site events for Core and Community Partners.
 - c. Perform internal continuous improvement efforts by:
 - Coordinating goals and objectives through huddles, observations and trainings.
 - Generate ISDS reports on weekly basis to share with the co-located partners tracking customer flow and delivery of One-Stop services.
 - Generate CRS reports to track number of referrals exchanged and successful outcomes of those referrals and follow-up with partner.

J. One-Stop Operator Staffing

1. Determine the number of One-Stop Operator staff needed to operate the One-Stop Center.
2. All staff providing direct services to customers is subject to the background checks prior to any staff member providing services.
3. The Contractor will provide qualified staff with the experience to effectively perform the services outlined in the Scope of Work. Preferred characteristics include staff who:
 - Maintain customer satisfaction and service as a priority; and interact productively with customers including system partners.
 - Quickly adapt to changes in service delivery.
 - Build rapport and maintain effective relationships with partners through consistent and clear communication.
 - Be sensitive to the unique needs of individuals with disabilities and train to provide necessary accommodations.
 - Coordinate staff training to ensure partners ability to perform assigned roles, have knowledge of federal, state, and local policies, procures, be culturally competent and comprehend the unique characteristics of all co-located partner programs.
 - Ensure the use of the YCLWDB's data Management Systems for client tracking and case management.

K. Board Meeting Attendance and Reporting

The One-Stop Center Operator will be required to attend one meeting monthly or quarterly to provide reports and any other requested information as designated by the YCLWDB staff. The One-Stop Operator will report on the following:

1. Monthly
 - a. The Contractor will meet with the YCLWDB staff to provide updates on the One-Stop operations and address issues as needed.
 - b. Submit written reports by the 15th of every month to include, but not limited to the following:
 - Number of customers welcomed at the One-Stop Center and type of services provided utilizing the ISDS.
 - Utilize the ISDS Customer Satisfaction Survey to determine recommended system improvements and to address any concerns identified. The survey should be accessible to all One-Stop customers and the survey outcomes should be reported on the monthly report to the YCLWDB staff.
 - Client Referral System results.

2. Quarterly

- Report the number of customized recruitments and job fairs hosted and partnered with the ARIZONA@WORK – Yuma County with the date of each event, the number of job seekers in attendance business names and industry and the number of job openings for which the business is hiring.
- Partner meetings and outcomes.

L. Contract Oversight and Evaluation of the One-Stop Center Operator

The One-Stop Operator will ensure compliance with WIOA regulations and local policies and procedures. The Contractor will cooperate fully with the YCLWDB staff with any reviews, monitoring and/or audits (monthly, quarterly, and annually) of all activities under this RFP. This includes external audits conducted periodically by DOL, State of Arizona and any other agency that provides funds used by WIOA. The evaluation will consist of, but not limited to the following: administrative record reviews, interviews of employers, staff and/or participants, priority of service, and/or general observations of the facilities and operations. Upon the received results of the monitoring review, if any reported observation/findings are identified the Contractor must create a Correction Action Plan (CAP) within 15 days. The Contractor must be compliant within 30 days of receiving the finalized monitoring report and/or letter. Monitoring will include the following:

- Achievement of services and outcomes to be performed in accordance with the contract resulting from this contract.
- Compliance with scope of work.
- Effective use of all data systems by safeguarding data integrity while maintaining compliance with user agreements and standards of work.
- Technical assistance will be provided based on observations and evaluations by the YCLWDB staff.

M. Accessibility, Equal Opportunity, and Non-Discrimination

The YCLWDB is committed to providing services for all customers for equity and inclusion. The Contractor must ensure equal opportunity to all individuals and comply with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the WIOA of 2014
- Title VI of the Civil Rights Act of 1964, as amended
- Section 504 of the Rehabilitation Act of 1973, as amended
- The Age Discrimination Act of 1975, as amended
- Title IX of the Education Amendments of 1972, as amended

No individual shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any YCLWDB funded program or activity because of race, color, religion, sex, national origin, age, disability, English proficiency, sexual orientation, political affiliation, or belief. The Contractor is expected to demonstrate full compliance with the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) and all other equal opportunity laws. The Contractor must coordinate with the local EEO officer and ensure Contractors/providers and staff receive accessibility training. The Contractor must ensure all written materials and communications include the statement both in English and Spanish: **“Equal Opportunity Employer/Program Auxiliary aids and services are available upon request to individuals with disabilities.”** **“Las ayudas y los servicios auxiliares del Programa/Empleador de igualdad de Oportunidades están disponibles a pedido para personas con discapacidades.”**

N. YCLWDB shall be responsible for:

1. Provision of policy guidance, direction, and strategic planning.
2. Monitoring and oversight of the One-Stop System of ARIZONA@WORK-Yuma County Comprehensive Center and all WIOA activities within its purview, with the aim of accomplishing continuous quality improvement and attaining program goals/standards.
3. Review and analysis of the needs of the local business community in order to develop responses to those needs.
4. Develop, review and approval of MOU's.
5. Beyond the responsibilities described above, the YCLWDB staff shall provide oversight of the One-Stop Operator. Such oversight will include, but not be limited to monitoring visits by the EO Officer and the use of an approved standard instrument. These monitoring visits will be performed by the local EO Officer on a regular basis, and will report the results the YCLWDB's Executive Director.

O. Quarter Mark Obligation:

1. 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.

2. Contract Funds:

Funding authorized under this 2023-2024 Cost Reimbursement Contract is \$300,000.00; all of which shall be sourced from WIOA Title I 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 a future program year. **If funds are not obligated by the quarter mark, justification must be submitted or contract amount may be revised 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:

- Personnel Costs
- Personnel Benefits
- 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 Operations Expenses and the Client Expenses categories.

Program Year 2023 - 2024	Projected Service Level:
Enrolled Adults	641
Enrolled Dislocated Worker	95
Orientations	988
Outreach/Recruitment	50
Client Referral System (CRS)	8
Customer satisfaction	515

P. Reporting Requirements:

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. Contractor will meet quarterly to review program outcomes and budgets expenditures.

a. Providers Report (inconclusive list listed below)

Monthly	Quarterly
Eligibility Appointments Adult and Dislocated Workers	Equal Employment Opportunity (EEO)
Number of Eligibility Appointments per Service Provider	Americans with Disability Act (ADA)
Eligibility Appointment Information Adult and Dislocated Workers	Outreach
Number of Orientation and Attendees	Budget
Budget Information	Enrollments
Information obtained on new Organizations as a Referral Resource	Referrals
Recruitment/Outreach events provided for employers & organizations	
Customer Satisfaction Outcome	
ADA&EO Requirements	

b. One-Stop Data and Customer Tracking Systems:

Staff of the One-Stop Operator will be required to use the Arizona Job Connection (AJC) System 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 Contractor's staff is appropriately trained in the use of the system. The One-Stop Operator will be responsible for developing, implementing and overseeing processes to collect, manage and utilize information provided by the system.

c. Client Referral System (CRS)

The Client Referral System (CRS) is a central component for referring customers between partners. The system is internet based to ensure that all partners are allowed to utilize the system to improve overall system effectiveness. 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 community partners. The CRS system is available for use of the One-Stop Operator. The One-Stop Operator is required to use the CRS system and is responsible to follow-up on every referral and to ensure that each partner makes contact with the referred participants.

d. Integrated Services Delivery System (ISDS)

The ISDS allows the Contractor's staff to track customer navigation through the system. The database also provides detailed reports of customer visits to the center and to partner agencies co-located in the center. It is an important internal support tool that complements the Arizona Job Connection (AJC) System for partner staff co-located at the One-Stop center. This shared database greatly reduces the duplication of services. In addition, the ISDS has a User 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 Integrated Service Delivery System. The ISDS system is available to One-Stop operator. The One-Stop Operator requires to use the ISDS system and is responsible to follow-up and ensure that participant's information has been entered into the ISDS.

Q. Monitoring and Evaluation of the One-Stop Operator

The YCLWDB is required to evaluate and monitor the One-Stop Operator 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.

R. 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 must complete the TraCorp DESACP15 Address Confidentiality Program course.
- The Contractor's staff will use the provided computers and/or laptops when working at the One-Stop Center 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.

S. Travel:

1. **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.
2. **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.

T. Mileage Rate:

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

T. 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.

Workforce Innovation and Opportunity Act, Public Law 113-128

<https://www.govinfo.gov/content/pkg/PLAW-113publ128/pdf/PLAW-113publ128.pdf>

Yuma County Memorandum of Understanding (MOU)

<https://arizonaatwork.com/sites/default/files/media/Yuma%20County%20MOU-IFA.pdf>

State of Arizona WIOA Unified Workforce Development Plan

<https://des.az.gov/sites/default/files/media/wiostateplanfinal.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>

Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions; Final Rule

<https://www.govinfo.gov/content/pkg/FR-2016-08-19/pdf/2016-15977.pdf>

Workforce Innovation and Opportunity Act; Department of Labor Only; Final Rule

<https://www.govinfo.gov/content/pkg/FR-2016-08-19/pdf/2016-15975.pdf>

State Vocational Rehabilitation Services Program; State Supported Employment Services Program; Limitations on Use of Subminimum Wage; Final Rule
<https://www.gpo.gov/fdsys/pkg/FR-2016-08-19/pdf/2016-15980.pdf>

Senior Community Service Employment Program (SCSEP)
<https://www.dol.gov/agencies/eta/seniors>

Arizona Department of Economic Security Employment Services
<https://des.az.gov/services/employment/job-seekers/employment-service>

The National Farmworker Jobs Program (NFJP) Portable Practical Educational Preparation, Inc.
<https://www.ppep.org/programs/adult-employment-training-education/the-national-farmworker-jobs-program-nfjp/>

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

Programs and Activities Authorized by the Adult Education and Family Literacy Act (Title II of the Workforce Innovation and Opportunity Act); Final Rule
<https://www.gpo.gov/fdsys/pkg/FR-2016-08-19/pdf/2016-16049.pdf>
Performance Accountability
https://www.doleta.gov/performance/reporting/eta_default.cfm

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

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

Training and Employment Guidance Letter No. 15-16
https://wdr.doleta.gov/directives/attach/TEGL/TEGL_15-16.pdf

Training and Employment Guidance Letter No. 16-16
https://wdr.doleta.gov/directives/attach/TEGL/TEGL_16-16.pdf

Training and Employment Guidance Letter No. 19-13
https://wdr.doleta.gov/directives/attach/TEGL/TEGL_19_13.pdf

Training and Employment Guidance Letter No. 19-16
https://wdr.doleta.gov/directives/attach/TEGL/TEGL_19-16.pdf

Training and Employment Guidance Letter No. 21-16
https://wdr.doleta.gov/directives/attach/TEGL/TEGL_21-16.pdf

Training and Employment Guidance Letter No. 39-11
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>

Arizona Job Connection

www.azjobconnection.gov

ARIZONA@WORK Job Center Structure of One-Stop Delivery System Policy #3

<https://arizonaatwork.com/sites/default/files/media/03-2016%20Structure%20of%20One-Stop%20Delivery%20System%20Policy%20Adopted%202%2016%2017.pdf>

ARIZONA@WORK One-Stop Center Operator and Service Providers Selection Policy – State Workforce Policy #4

<https://arizonaatwork.com/sites/default/files/media/SWP%20%234%20OSO%20and%20Service%20Provider%20Selection%20Policy%2006%2005%2019.doc.pdf>

Conflict of Interest – State Workforce Policy #8

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

It is the responsibility of the Contractor to be familiar with the compliance aspects of the Uniform Guidance (2 CFR 200), and 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.

****** 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. The EQUUS Workforce Solutions Fee will be paid quarterly if performance goals are met.
- 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 \$300,000.00; Funds not expended within the 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 "A" for authorized budget).
 - iii. Invoices must be **submitted by the 12th of each month** for any expenses incurred in the prior month.
 - iv. Invoices are payable within 30 days from the date an accurate and complete invoice is submitted.
 - v. 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 YCLWDB 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 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 an 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 was effective as of 02/28/19.

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 YCLWDB 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 or the program.

YPIC reserves the right to review Contractor's present and future staff qualifications and, if deemed necessary.

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 – OTHER RESOURCES

The Contractor further agrees to the following:

1. The YCLWDB will provide One-Stop Operator with the use of the following resources:

One-Stop Center Facility	Copiers
Computers	Desks
Internet	Other equipment
Telephone	Rent
Printer	Technology Service
Waste Disposal	Electricity
Alarm Service	Water and Sewer
Pest Control Services	Maintenance of Copiers
Fire Sprinklers Maintenance	Building Repairs
Cleaning Service	Fire Equipment Maintenance

1. Maintain all items of equipment in good working order and condition, except for normal wear and tear and shall return all of the listed property at/or before the end of the contact term.
2. Report in writing to the YCLWDB immediately after discovery, the loss or theft of any items of Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to the Executive Director.

ARTICLE IX – 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.

- 1) Record of submittal of the direct service position certification form.
- 2) Record of submittal of the Central Registry Background Check to Arizona DES. The Contractor will submit the proof of Central Registry Background clearance to YPIC's Contract Manager within 30 days.

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

- 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 X – TECHNICAL ASSISTANCE

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



ARTICLE XI – OTHER DOCUMENTS










- A. Contractor and YPIC, in entering into this contract, have relied upon information provided in the 2021-2022 ONE-STOP OPERATOR REQUEST FOR PROPOSAL (RFP) and the packet and attachment issued January 19, 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 incorporated by reference as if set forth in full here. 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 and agrees to the following:
- Contractor has received a copy of the WIOA Federal Award Grant Agreement Terms and Conditions and YPIC's 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 all of 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
 - Attachment B: Authorized Budget/Budget Narrative
 - Attachment C: Performance Goal Sheets
 - 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: 

ARTICLE XII – 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 YCLWDB)	Initials (by Contractor)	Applicable Regulations
Applicable		2 CFR Part 200, Uniform Administrative Requirements for State/Local Governments and Indian Tribes
Applicable		2 CFR Part 215, Uniform Administrative Requirements for Awards and other Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations

Applicable		2 CFR 225, Cost Principles for State/Local Governments and Indian Tribes
Not applicable	N/A	2 CFR Part 220, Cost Principles for Education Institutions
Applicable		2 CFR Part 230, Cost Principles for Non-Profit Organizations
Applicable		2 CFR Part 501, Single Audit
Applicable		29 CFR Parts 38, Nondiscrimination and Equal Opportunity Requirements
Applicable		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		Fair Labor Standards Act, and regulations adopted pursuant to that Act
Applicable		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		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		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:



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 XIV – 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 XV – 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 XVI - 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:
EQUUS Workforce Solutions

Mark Douglass
President
805 N. Whittington Parkway
Louisville, KY 40222

Jeramey Harrison
National Adult Program Solutions Manger
805 N. Whittington Parkway
Louisville, KY 40222

ARTICLE XVII – ENTIRE AGREEMENT

This contract, 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 XI of this contract, 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.



Nidia Herrera, Executive Director

Jun 30, 2023

Date:

Equus Workforce Solutions



Mark Douglass, President

7/20/2023

Date: