

Innovative Workforce Solutions

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

***Cost Reimbursement Contract***

**Adult Full Services:  
Career, Training, and Follow-Up Services**

**Ross Innovative Employment Solutions Corp.**

**Contract No. AH23-07-01/Adult Full Services**

**Contractor:**

Ross Innovative Employment Solutions Corp.  
301 Orchard Street, Suite 2  
Saint Clair, MI 48079  
[www.rossworks.com](http://www.rossworks.com)

**Effective Date of Contract:**

July 1, 2023

**Expiration Date of Contract:**

June 30, 2024

**Contacts:**

Shawn Brenner  
Chief Executive Officer  
Phone: (810) 326-4447  
Email: [sbrenner@rossworks.com](mailto:sbrenner@rossworks.com)

Or

Anna Cumberledge  
Regional Director  
Phone: (304) 210-7528  
Email: [acumberledge@rossworks.com](mailto:acumberledge@rossworks.com)

**Contract Value:  
(Cost reimbursement)**

**Total: \$1,320,000.00**

Enrollments: 180

**Funding Source:** Workforce Innovation  
and Opportunity Act

**Description of Services:**

To provide full services to Adults: Career Training, and Follow-Up Services.



***Cost Reimbursement Contract***  
**“Adult Full Services: Career Services, Training, and Follow-Up Services”**  
**Ross Innovative Employment Solutions Corp., 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 Ross Innovative Employment Solutions Corp., and 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 Adults;

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) Adult Services, for PY 2021-2022, Contractor submitted a proposal found advantageous to YPIC;

WHEREAS, YPIC granted a contract to the Contractor to provide Career, Training, and Follow-Up Services to Adults for PY 2021-2022; 2022-2023

WHEREAS, YPIC will grant a new contract to the Contractor to provide the Adults: Career, Training, and Follow-up Services for PY 2023-2024.

WHEREAS, an agreement between YPIC and Ross Innovative Employment, with the approval and execution of the YCLWDB, is necessary to set forth the responsibilities of the Adult Program for the 2023-2024 contract year.

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I – PURPOSE**

To provide Career, Training, and Follow-Up Services to Adults ages 18 and over, in Yuma County, with funding provided by the Workforce Innovation and Opportunity Act Adult 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 (WIOA) 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, Ross Innovative Employment Solutions Corp. 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 will end on or before June 30, 2024**, unless sooner terminated or further extended pursuant to this contract.
- B. The Workforce Innovation and Opportunity Act 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 the Contractor shall provide services as required per WIOA, State and Federal regulations, State Policy, and Local Policy as 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 ADULTS AND DISLOCATED WORKERS 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 hours of operation must coincide with the One Stop Center. The current hours are Monday – Friday 8:00 am – 5:00 and 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. 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 AJC, ISDS and CRS to identify the needs of the jobseekers. This includes offering virtual and in person services.

**H.** Under WIOA, the Adult Program is designed to provide quality employment and training services to assist eligible individuals in seeking and obtaining meaningful employment. Moreover, through WIOA the Adult Program employers receive assistance with finding the skilled workers they need to compete and succeed in business. Contractors will be responsible for recruitments of job seekers and business for WIOA services. All recruitment and marketing materials must have the appropriate tag lines.

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

Contractors are responsible for determining eligibility, suitability, identifying barriers and collecting and verifying all necessary eligibility documents. These verification documents must be maintained electronically. 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), and use the State WIOA database reporting system known as Arizona Job Connection (AJC) and any other data internal management systems.

**J. Initial Assessment:**

WIOA requires that Adult service Contractors administer or obtain a thorough and in-depth assessment of the academic level, skill levels, and service needs of each participant prior to enrollment into individualize and/or training WIOA. For basic academic skills, the YCLWDB requires that Contractors use the Tests of Adult Basic Education (TABE). Other assessment tools should be utilized for assessing career interests and aptitudes, etc. (i.e. My Next Move and Traitify).

**K. Case Management:**

The Contractor will deliver high quality career services that create training and employment opportunities for economic and career success connecting jobseekers with employer-driven job placement. The Contractor will need to seek and contact prospective employers to develop on-the-job training, internships and work experience. 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 Contractors 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.

**L. Career Services:**

There are three types of “**career services**”: basic career services, individualized career services, and follow-up services. These services can be provided in any order; there is no

sequence requirement for these services. Career services under this approach provide local areas and service providers with flexibility to target services to the needs of the customer. The three categories of career services are listed as follows and defined in State Policy Chapter 2 – Section 100 and Federal Register. The three categories of career services are defined as follows:

1. **Basic Career Services** Basic career services must be made available to all adults accessing the one-stop delivery system in each Local Workforce Development Areas (LWDA); however, not all individuals will receive all services. When an adult receives a basic career service that requires significant staff assistance, he or she must be enrolled in either the WIOA Adult program. Basic career services must include:

- Determinations of whether the individual is eligible to receive assistance from the adult;
- Outreach, intake (including identification of unemployment insurance claimants likely to exhaust benefits through the state's Reemployment Service and Eligibility Assessment program), and orientation to information and other services available through the One-Stop system. LWDAs must provide individuals the webpage link to apply for Temporary Assistance for Needy Families part of this service, as appropriate. Individuals may apply online at <https://des.az.gov/services/basic-needs/financialsupport/cash-assistance>; Initial assessment of skill levels including literacy and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service needs;
- Labor exchange services, including job search, placement assistance and career counseling, when needed. This includes providing information on nontraditional employment and in-demand industry sectors and occupations;
- Provision of referrals to and coordination of activities with other programs and services, including programs and services within the one-stop delivery system and, when appropriate, other workforce development programs.
- Co-enrollments in more than one program. The LWDA must collaborate and work closely with partner programs to address the needs of these co-enrolled customers;
- Provision of workforce and labor market information, including information relating to local, regional, and national labor market areas, such as:
  - a. Job vacancy listings in labor market areas,
  - b. Information on job skills necessary to obtain the vacant jobs listed, and
  - c. Information relating to local occupations in demand and their earnings, skills requirements, and opportunities for advancement;
- Provision of performance information and program cost information on eligible providers of training services by program and provider type;
- Provision of information, in usable and understandable format and languages, about how the LWDA is performing on local performance accountability measures, as well as any additional performance information related to the One Stop system;
- Provision of information, in usable and understandable format and languages, about the availability of supportive services or other programs that provide assistance and appropriate referrals to those services and programs including, but not limited to:

- a. Child care,
  - b. Child support services,
  - c. Medical and child health assistance (Kids Care-Arizona's Children's Health Insurance Program (CHIP) through the Arizona Health Care Cost Containment System (AHCCCS),
  - d. Benefits through the SNAP Program,
  - e. Assistance through the TANF program and other support services and transportation provided through TANF,
  - f. Assistance through the earned income tax credit;
  - g. Housing counseling and assistance services sponsored through the U.S. Department of Housing and Urban Development (HUD); and
  - h. Other Supportive Services, including transportation.
- Provision of information regarding filing claims for unemployment insurance benefits, including meaningful assistance to individuals seeking assistance in filing a claim; and
  - Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA.
2. **Individualized Career Services:** Individualized career services must be made available to eligible adults accessing the one-stop delivery system and based on the needs of the individual customer in each LWDA when a LWDA determines additional services beyond basic career services are required to obtain or retain employment; however, not all individuals will receive all services. Adults must be enrolled in order to receive individualized career services, and LWDA's must collect documentation for priority of service for adults enrolled in the WIOA Adult program. Individualized career services must include:
- Comprehensive and specialized assessments of the skills levels and service needs of adults which may include diagnostic testing, to include basic skills assessment tests approved by the U.S. Department of Education (DOE) identified at 80 FR 48304-48306, such as the Test for Adult Basic Education (TABE 11/12) and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals, and the use of other specialized assessment tools, as determined by the LWDB.
  - Comprehensive and specialized assessment of skills levels must be provided prior to other individualized career services and training services as the results are used to confirm if an individual is Basic Skills deficient, which in turn is used to determine the participant's priority of service. Once the comprehensive assessment has been completed, other individualized career services and training services may be provided.
  - Development of an Individual Employment Plan (IEP), which is an ongoing strategy to identify the employment goals, appropriate achievement objectives, associated strategies, and appropriate combination of services for the participant to achieve his or her employment goals.
  - Group and/or individual counseling and mentoring;
  - Career planning;
  - Case management;
  - Short-term pre-vocational services, including development of learning skills, communication skills, punctuality, personal maintenance skills and professional conduct services to prepare individuals for unsubsidized

employment or training. In some instances, pre-apprenticeship programs may be considered as short-term pre-vocational services.

3. **Work Experience (WEX):** Internships and Work Experiences (WEX) linked to careers.
  - a. An internship or work experience is a planned learning experience that takes place in a workplace for a limited period of time. Internships and work experiences can be paid or unpaid;
  - b. Labor standards apply to internships and work experiences where there is an employee/ employer relationship, as defined by the Fair Labor Standards Act;
  - c. Transitional jobs are a type of work experience that is wage-paid and subsidized for those individuals with barriers to employment who are chronically unemployed or have an inconsistent work history, as determined by the LWDA. These jobs are designed to enable an individual to establish a work history, demonstrate work success in an employer-employee relationship, and to develop skills that lead to unsubsidized employment.
  - d. LWDAs may use up to 10 percent of their combined total adult allocations for transitional jobs.
  - e. Transitional jobs must be combined with comprehensive career services and supportive services.
    - Workforce preparation activities that help an individual acquire a combination of basic skill necessary for the successful transition into and completion of postsecondary education, training, or employment;
    - Financial literacy services;
    - Out-of-area job search assistance and relocation assistance; and
    - English language acquisition and integrated education and training programs.
4. **Follow-Up Services:** Contractor shall provide follow-up services to clients who have obtained unsubsidized employment and exit the WIOA Adult program to promote job retention, wage gains, and career progress.
  1. Follow-up services vary and are determined on a case-by case basis. The LWDA may provide follow-up services to other individuals who exit the program who have not obtained unsubsidized employment per local area policy. Follow-up services may include:
    - a. Additional career planning and counseling;
    - b. Contact with the participant's employer, including assistance with work related problems that may arise;
    - c. Peer support groups;
    - d. Information pertaining to additional educational opportunities; and
    - e. Referral to supportive services available in the participant's community.
  2. Follow-up services must be made available to clients who exit the WIOA Adult program into unsubsidized employment for a minimum of 12 months following the first day of employment.
  3. For more information on follow-up services, please see State Policy Chapter 2 – Section 100 and YCLWDB Follow-up Services Policy.



## **M. Training Services:**

Training services are available to assist individuals in gaining the skills and knowledge to obtain and retain employment. The Contractor must utilize and promote the trainings listed on the Eligible Training Provider List (ETPL). For more information on training services, please see the State Training Service Policy 500 and YCLWDB Training Policy. Example of Training Services may include:

- Occupational Skills training;
- On-The-Job training;
- Registered Apprenticeship;
- Incumbent Worker Training;
- Workplace Training and Cooperative Education Programs;
- Private Sector Training Programs;
- Skill Upgrading and Retraining;
- Entrepreneurial Training;
- Transitional Jobs;
- Adult Education and Literacy activities; and
- Customized Training.

### **a. On-The-Job Training (OJT):**

Training provided under a contract with an employer who is reimbursed a percentage of the wage rate of the participant being trained while engaged in productive work in a job to help them prepare for long-term unsubsidized employment. Yuma County may Contract with neighboring States to provide OJT training; this will be considered on a case-by-case basis and must be approved by the YCLWDB:

- Yuma County's policy is to reimburse up to 50% of the wage rate of an OJT;
- OJT duration is based on an academic skill, identified training need, prior work experience, position training required and the wage amount to be reimbursed;
- OJT can be provided to eligible existing workers if; the employee is not earning a self-sufficient wage, the employee needs to learn new technologies, production and/or service procedures, upgrading to new job duties that include the need to increase workplace literacy;
- OJT may be written for Registered Apprenticeship programs or participating employers in a registered apprenticeship program to cover the on-the-job training portion. For more information refer to the YCLWDB'S training policy on On-The-Job Training.

OJT contracts will be written **only** for permanent in demand occupational positions and must be for full time. ***Maximum training time will not exceed 1040 hours and will not exceed six months*** unless the contract is modified due to the actual training hours not being completed within a six-month period.

### **b. Incumbent Worker Training (IWT):**

Incumbent Worker Training (IWT) is designed to meet the special needs of an employer (including a group of employers) to retain a skilled workforce, or to avert the need to lay off employees, by helping workers gain skills needed to retain employment and increasing the occupational competitiveness of the employee or the employer. The requirements for IWT are as follows: A. Participants of IWT are employed by the employer at the start of participation in the IWT. B. IWT is conducted with a

commitment by the employer to retain or avert the layoff of the incumbent worker trained. C. Employers providing IWT are subject to Section 507.04 (M) of this policy. IWT is not permitted in providing occupational training to a new hire. For more information, please see State Policy Chapter 2 Section 510.

**c. Apprenticeship:**

A Registered Apprenticeship Program is a training that has been approved on a set of National Guidelines for Apprenticeship Standards. It is developed by a national committee or organization which includes a combination of On-The-Job Training (OJT) and related technical instruction in a classroom instruction setting approved by the State of Arizona, sponsored by employers, employer associations, and jointly by management and labor. Registered Apprenticeships include a minimum of 2000 OJT hours and 144 hours a year of related technical instruction (RTI) where the apprentice is progressively increasing their skill levels and wages. For more information, please see YCLWDB's Procedures for Registered Apprenticeship Training Program.

**d. Measureable Skills Gains:**

The Contractor will ensure Measurable Skill Gains are 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. Refer to YCLWDB Measurable Skill 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 Adult.

**e. Incentives:**

Incentives may be awarded to WIOA Adult participants to motivate, encourage, or congratulate when certain milestone, goals and/or activities are completed. WIOA incentives may not be used for recruitment and eligibility determination. Contractors are encouraged to provide such incentive awards but must not exceed the limited amounts as outlined in the policy. For more information on incentives, please see YCLWDB's Adult Incentive Payment Policy.

**f. Support Services:**

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

**g. Target Population and Geographic Areas:**

- a. The target populations are: WIOA eligible Adults ages 18 and older;
- b. Priority of Service: The following individuals are those other than low-income adults and public assistance recipients, who must be given priority by law:
  - 1) Veterans and military spouses;
  - 2) Individuals with disabilities;

- 3) Individuals with substantial language or cultural barriers;
- 4) Homeless individuals;
- 5) Public assistance recipients;
- 6) Low-income adults;
- 7) Other hard to serve populations as defined by the Governor such as;
  - a. Older workers
  - b. Displaced homemakers
  - c. Individuals with multiple barriers to employment
  - d. Offenders

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 Adults.

To ensure that projected levels are successfully met, the Contractor will be expected to conduct outreach in all areas of the county including East and South County and refer potentially eligible adults for screening into the WIOA program.

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

Additionally, once the Contractor receives the referred file of the Adult participants, the Contractor **must serve** the participants in Career, Individualize or Training Services.

**Veteran's Priority of Service:**

The Contractor will ensure that all eligible Veterans are identified at the 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 the priority of service, the full array of employment, training, and placement services available under the 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 linked directly to high in demand occupations in the local area. The Contractor must ensure accessibility, equal opportunity and non-discrimination to all individuals and comply with provisions.

**N. Performance Measures:**

WIOA Section 116 (2) (A) establishes performance accountability measures that apply across the core 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>Adult</b>	<b>Final Negotiated Targets for PY2023</b>
<b>Employed 2<sup>nd</sup> quarter after exit</b> The percentage of program participants who are in unsubsidized employment during the second quarter after exit from the program.	69.9%
<b>Employed 4<sup>th</sup> quarter after exit</b> The percentage of program participants who are in unsubsidized employment during the fourth quarter after exit from the program.	67.5%
<b>Median wage</b> The median earning of program participants who are in unsubsidized employment during the second quarter after exit from the program	\$6,585
<b>Credential</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.	73.6%
<b>Measurable Skills Gain</b> The percentage of program participants who, during the program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skills gains toward such a credential or employment.	60.2%

**\*\*\*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.

#### **O. In-Demand Occupations and Training Related Placement:**

Contractor will train participants in occupations that are in demand in the Yuma area; participants are placed into occupations related to the training they received. Contractor must

stay abreast on area trends, projections in employment and labor supply, and other current indicators of the Yuma County labor market.

**P. Participants' Wages:**

Contractor will make every effort to place participants on occupations that pay at least \$15.00 an hour.

**Q. 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 \$1,320,000.00 all of which shall be sourced from WIOA Tile 1 Adult 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
- Incumbent Worker Training (IWT)
- 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:
Enrolled	180
Number of ITA's	65
Number of IWT'S	4
Number of Apprenticeship's	2
Number of OJT's	18
Number of Work Experience / Internships	20

#### R. Case Loads:

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

#### S. 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
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**

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. 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.*

**T. File Maintenance:**

The Contractor shall maintain all records pertinent to WIOA Title I adults 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 Employment Plans (IEP), 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.

**U. 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.

## **V. 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 provided.
- 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.

## **W. 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.
- a. **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.

## **X. Mileage Rate:**

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

## **Y. 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 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>

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

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; Department of Labor; Final Rule  
<https://www.gpo.gov/fdsys/pkg/FR-2016-08-19/pdf/2016-15975.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>

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](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](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

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 WIOA No. 3-15;  
[https://wdr.doleta.gov/directives/attach/tegl/tegl\\_03-15\\_acc.pdf](https://wdr.doleta.gov/directives/attach/tegl/tegl_03-15_acc.pdf)

Training and Employment Guidance Letter No. 10-09  
<https://wdr.doleta.gov/directives/attach/TEGL/TEGL10-09.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 WIOA No. 19-16;

[https://wdr.doleta.gov/directives/attach/TEGL/TEGL\\_19-16.pdf](https://wdr.doleta.gov/directives/attach/TEGL/TEGL_19-16.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. 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>

Arizona Job Connection

[www.azjobconnection.gov](http://www.azjobconnection.gov)

YPIC Support Services Policy

<https://arizonaatwork.com/locations/yuma-county/plans-and-policies>

Conflict of Interest – State Workforce Policy #8

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

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)

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.

**\*\*\*\* 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 \$1,320,000.00; 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**, it 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.
  - iv. Any variances in any of the line items of the authorized budget over 10% will require a budget amendment and approval by the 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 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 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 and, if deemed necessary by the LWDB.

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 – OTHER RESOURCES**

The Contractor further agrees to the following:

1. The YCLWDB will provide the Contractor with the use of the following resources:

One-Stop Center Facility	Copiers
Computers	Desks
Internet	Other equipment
Telephone	Rent
Printer	Technology Services
Waste Disposal	Electricity
Alarm Service	Water and Sewer
Pest Control Services	Maintenance of copiers
Fire Sprinklers Maintenance	Building Repairs
Cleaning Services	Fire Equipment Maintenance
2. 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.
3. 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.

- 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 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 SERVICES FOR ADULTS AND DISLOCATED WORKERS 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 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:** \_\_\_\_\_

  
SB

## 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 LWDB)	Initials (by Contractor)	Applicable Regulations
Applicable	<u>SB</u> SB	2 CFR Part 200, Uniform Administrative Requirements for State/Local Governments and Indian Tribes
Applicable	<u>SB</u> SB	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>SB</u> SB	2 CFR 225, Cost Principles for State/Local Governments and Indian Tribes
Not applicable	<u>SB</u> SB	2 CFR Part 220, Cost Principles for Education Institutions
Applicable	<u>SB</u> SB	2 CFR Part 230, Cost Principles for Non-Profit Organizations
Applicable	<u>SB</u> SB	2 CFR Part 200.500-521, Single Audit
Applicable	<u>SB</u> SB	29 CFR Parts 38, Nondiscrimination and Equal Opportunity Requirements
Applicable	<u>SB</u> SB	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>SB</u> SB	Fair Labor Standards Act, and regulations adopted pursuant to that Act
Applicable	<u>SB</u> SB	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>SB</u> SB	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>SB</u> SB	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: SB

### 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 XIII – 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 XIV - 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:**

### **Ross Innovative Employment Solutions Corp.**

Shawn Brenner  
Chief Executive Officer  
301 Orchard Street Suite 2  
Saint Clair, MI 48079

Anna Cumberledge  
Regional Director  
301 Orchard Street Suite 2  
Saint Clair, MI 48079

## ARTICLE XV – 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.

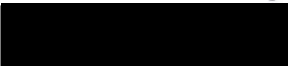


Nidia Herrera, Executive Director

**Jun 28, 2023**

Date:

Ross Innovative Employment Solutions Corp.



Shawn Brenner, Chief Executive Officer

**Jun 30, 2023**

Date: