

**SERIAL 210210-RFP ARIZONA@WORK MARICOPA COUNTY ONE-STOP OPERATOR (OSO)**

**DATE OF LAST REVISION: June 23, 2021**

**CONTRACT END DATE: June 30, 2022**

**CONTRACT PERIOD THROUGH JUNE 30, 2022**

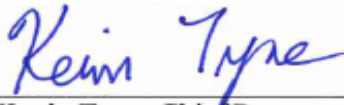
TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **ARIZONA@WORK MARICOPA COUNTY ONE-STOP OPERATOR (OSO)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 23, 2021 (Eff. 07/01/21)**.

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



Kevin Tyne, Chief Procurement Officer  
Office of Procurement Services

IG/mm  
Attach

Copy to: Office of Procurement Services  
Nancy Avina, Human Services Workforce Development

(Please remove Serial 171197-RFP -S from your contract notebooks)



## **CONTRACT ARIZONA@WORK MARICOPA COUNTY ONE-STOP OPERATOR (OSO) 210210-RFP**

This contract is entered into this 23<sup>rd</sup> day of June, 2021 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and **Maximus US Services, Inc.**, an Arizona corporation ("Contractor") for the purchase of ARIZONA@WORK MARICOPA COUNTY ONE-STOP OPERATOR (OSO).

### **1.0 CONTRACT TERM**

1.1 This contract is for a term of one (1) years, beginning on the 1 of July, 2021 and ending the 30 of June, 2022.

### **2.0 OPTION TO RENEW**

The County may, at its option and with the concurrence of the Contractor, renew the term of this contract up to a maximum of four (4) additional year(s), (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least 60 calendar days prior to the expiration of the original contract term.

### **3.0 CONTRACT COMPLETION**

In preparation for contract completion, the Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to, preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records and other data in the possession, custody, or control of the Contractor that are required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

### **4.0 DRUG-FREE WORKPLACE ACT:**

The Contractor agrees to comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690). This statute required that contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. This certification is a precondition to receiving a grant or contract.

### **5.0 SUSPENSION OR DEBARMENT:**

5.1 The County may, by written notice to the Contractor, immediately terminate this Contract if the County determines that the Contractor had been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the County.

5.2 The Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier-Covered Transactions form.

6.0 PRICE ADJUSTMENTS

Any requests for reasonable price adjustments must be submitted 60 calendar days prior to contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County shall issue written approval of the change and provide an updated version of the contract. The new change shall not be in effect until the date stipulated on the updated version of the contract.

7.0 PAYMENTS

7.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit D – Pricing Sheet.

7.2 Payment shall be made upon the County's receipt of a properly completed invoice.

7.3 INVOICES

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

- Company name, address, and contact information
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Project name and/or number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract item number(s)
- Arrival and completion time
- Description of purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Freight (if applicable)
- Mileage with rate (if applicable)
- Total amount due

7.3.2 Problems regarding billing or invoicing shall be directed to the department as listed on the purchase order.

7.3.3 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an electronic funds transfer (EFT) process. After contract award, the Contractor shall complete the Vendor Registration Form accessible from the County Department of Finance Vendor Registration Web Site <https://www.maricopa.gov/5169/Vendor-Information>.

7.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.

- 7.3.5 EFT payments to the routing and account numbers designated by the Contractor shall include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

**7.4 APPLICABLE TAXES**

- 7.4.1 It is the responsibility of the Contractor to determine any and all applicable taxes and include those taxes in their proposal. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.
- 7.4.2 The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide Contractor any advice or guidance regarding taxes. If you have questions regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds overpayment of a project due to tax consideration that was not due, the Contractor will be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.
- 7.4.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to their operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to, hold Maricopa County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or State and local laws and regulations, and any other costs including: transaction privilege taxes, unemployment compensation insurance, Social Security, and workers' compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to the City or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

**8.0 AVAILABILITY OF FUNDS**

- 8.1 The provisions of this contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this contract. County shall keep the Contractor fully informed as to the availability of funds.
- 8.2 Funding for this Contract shall be reimbursed utilizing Catalog of Federal Domestic Assistance (CFDA): U.S. Department of Labor Workforce Innovation and Opportunity Act (WIOA) Title 1B
  - 17.258 Adult
  - 17.278 Dislocated Worker/Rapid Response
  - 17.259 Youth
- 8.3 Subject to the availability and authorization of funds for the explicit purposes set forth below, County will pay the Contractor compensation for services rendered as indicated in the following subsections.

8.4 If any action is taken by, any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in advance.

9.0 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (SAVE)

The County is a member of the SAVE cooperative purchasing group. SAVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the SAVE Cooperative Purchasing Agreement, and with the concurrence of the successful respondent under this solicitation, a member of SAVE may access a contract resulting from a solicitation issued by the County. If contractor does not want to grant such access to a member of SAVE, state so in contractor's bid. In the absence of a statement to the contrary, the County will assume that contractor does wish to grant access to any contract that may result from this bid. The County assumes no responsibility for any purchases by using entities.

10.0 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs)

County currently holds ICPAs with numerous governmental entities. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the contract under its applicable procurement rules, processes, and procedures. Certain governmental agencies may not require an ICPA and may utilize this contract if it meets their individual requirements. Other governmental agencies may enter into a separate Statement of Work with the Contractor to meet their own requirements. The County is not a party to any uses of this contract by other governmental entities.

11.0 DUTIES

11.1 The Contractor shall perform all duties stated in Exhibit B – Scope of Work, or as otherwise directed in writing by the procurement officer.

12.0 TERMS AND CONDITIONS

12.1 INDEMNIFICATION

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

12.1.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment of, or destruction of tangible property, including loss of use resulting therefrom, caused by negligent acts, errors, omissions, or mistakes in the performance of this contract, but only to the extent caused by the negligent acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for

whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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

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

12.1.5 Defense and Indemnity

Contractor shall defend, and Participate and Share in the Cost, in the full defense of the County against any Claim, and will indemnify and hold harmless the County, as provided for in this section, for any judgments, settlements, and court awarded attorney's fees resulting from a Claim where the claimant is adjudged the successful party in the Claim. Contractor's obligations under this section are conditioned on the following:

12.1.5.1 County promptly notifies Contractor of the Claim, in writing, upon being made aware of the Claim;

12.1.5.2 County gives Contractor lead authority control of the defense and (if applicable) settlement of the Claim, provided that County's legal counsel may participate in such defense and settlement, at County's expense; and

12.1.5.3 County provides all information and assistance reasonably requested by Contractor to handle the defense or settlement of the Claim.

## 12.2 INSURANCE

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

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

12.2.3 In the event that the insurance required is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

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

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

- 12.2.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 12.2.7 The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds.
- 12.2.8 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.
- 12.2.9 If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

12.2.9.1 Commercial General Liability

Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

12.2.9.2 Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the premises under this contract.

12.2.9.3 Workers' Compensation

12.2.9.3.1 Workers' compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

12.2.9.3.2 Contractor, its subcontractors, and sub-subcontractors waive all rights against this contract and its agents, officers, directors, and employees for recovery of damages to the

extent these damages are covered by the workers' compensation and Employer's Liability or Commercial Umbrella Liability insurance obtained by Contractor, its subcontractors, and its sub-subcontractors pursuant to this contract.

**12.2.9.4 Errors and Omissions/Professional Liability Insurance**

Errors and Omissions (Professional Liability) insurance which will insure and provide coverage for errors or omissions or professional liability of the contractor, with limits of no less than \$2,000,000 for each claim.

**12.2.10 Certificates of Insurance**

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

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

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

**12.2.11 Cancellation and Expiration Notice**

Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without 30 days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within two business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed, or hand delivered to 160 S. 4<sup>th</sup> Avenue, Phoenix, AZ 85003, or emailed to the procurement officer noted in the solicitation.

**12.3 FORCE MAJEURE**

12.3.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this contract, if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes include, but are not limited to, acts of God/nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, and interruption or failure of electricity or telecommunication service, and pandemic.



12.3.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

12.3.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

12.4 ORDERING AUTHORITY

Any request for purchase shall be accompanied by a valid purchase order issued by a County department or directed by a Certified Agency Procurement Aid (CAPA) with a purchase card for payment.

12.5 PROCUREMENT CARD ORDERING CAPABILITY

County may opt to use a procurement card (Visa or Master Card) to make payment for orders under this contract.

12.6 INTERNET ORDERING CAPABILITY

It is the intent of Maricopa County to use the Internet to communicate and to place orders under this contract.

12.7 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION

This contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this contract when the County identifies a need and proper authorization and documentation have been approved.

12.8 PURCHASE ORDERS

12.8.1 County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, or for shipment of product prior to issuance of purchase order.

12.8.2 Contractor agrees to accept verbal notification of cancellation of purchase orders from the County procurement officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

12.9 BACKGROUND CHECK

Respondents may be required to pass multiple background checks (e.g. Sheriff's Office, County Attorney's Office, Courts, as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to, but is not limited to, the company, subcontractors, and employees, and the failure to pass these checks shall deem the respondent non-responsible.

12.10 SUSPENSION OF WORK

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

12.11 STOP WORK ORDER

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

12.11.1.1 cancel the stop work order; or

12.11.1.2 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.

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

12.12 TERMINATION FOR CONVENIENCE

Maricopa County may terminate the resultant contract for convenience by providing 60 calendar days advance notice to the Contractor.

12.13 TERMINATION FOR DEFAULT

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

12.13.1.1 deliver the supplies or to perform the services within the time specified in this contract or any extension;

12.13.1.2 make progress, so as to endanger performance of this contract; or

12.13.1.3 perform any of the other provisions of this contract.

12.13.2 The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 business days (or more if authorized in writing by the County) after receipt of a Notice to Cure from the procurement officer specifying the failure.

**12.14 PERFORMANCE**

It shall be the Contractor's responsibility to meet the proposed performance requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to perform, and any price differential will be charged against the Contractor.

**12.15 CONTRACTOR EMPLOYEE MANAGEMENT**

- 12.15.1 Contractor shall endeavor to maintain the personnel proposed in their proposal throughout the performance of this contract.
- 12.15.2 If Contractor personnel's employment status changes, Contractor shall provide County a list of proposed replacements with equivalent or greater experience.
- 12.15.3 Under no circumstances shall the implementation schedule to be impacted by a personnel change on the part of the Contractor.
- 12.15.4 Contractor shall not reassign any key personnel identified in their proposal without the express consent of the County.
- 12.15.5 County reserves the right to immediately remove from its premises any Contractor personnel it determines to be a risk to County operations.
- 12.15.6 County reserves the right to request the replacement of any Contractor personnel at any time, for any reason.

**12.16 WARRANTY OF SERVICES**

- 12.16.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the contract, including all descriptions, specifications, and attachments made a part of this contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- 12.16.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this contract in the manner and to the same extent as services originally furnished hereunder.

**12.17 INSPECTION OF SERVICES**

- 12.17.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the contract requires.
- 12.17.2 County has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. County shall perform inspections and tests in a manner that will not unduly delay the work.
- 12.17.3 If any of the services do not conform to contract requirements, County may require the Contractor to perform the services again in conformity with contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

12.17.3.1 require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

12.17.3.2 reduce the contract price to reflect the reduced value of the services performed.

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

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

12.17.4.2 terminate the contract for default.

## 12.18 USAGE REPORT

The Contractor shall furnish the County a usage report, upon request, delineating the acquisition activity governed by the contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit of measure.

## 12.19 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

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

## 12.20 OFFSET FOR DAMAGES

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

## 12.21 SUBCONTRACTING

12.21.1 The Contractor may not assign to another Contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the bid serial number and identify the job or project.

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

**12.22 AMENDMENTS**

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

**12.23 ADDITIONS/DELETIONS OF REQUIREMENTS**

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

**12.24 RIGHTS IN DATA**

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

12.24.2 Data, records, reports, and all other information generated for the County by a third party as the result of a contract are the property of the County and shall be provided in a format designated by the County or shall be and remain accessible to the County into perpetuity.

**12.25 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW**

12.25.1 In accordance with Section MC1-373 of the Maricopa County Procurement Code, the Contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract for six years after final payment or until after the resolution of any audit questions, which could be more than six years, whichever is longest. The County, Federal or State auditors and any other persons duly authorized by the department shall have full access to and the right to examine, copy, and make use of, any and all said materials.

12.25.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**12.26 AUDIT DISALLOWANCES**

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check, or a deduction from current invoices submitted by the Contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

12.27 STRICT COMPLIANCE

Acceptance by County of a performance that is not in strict compliance with the terms of the contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the contract.

12.28 VALIDITY

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

12.29 SEVERABILITY

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

12.30 RELATIONSHIPS

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

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

12.31 NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, Contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin. (Arizona Executive Order 2009-09 can be downloaded from the Arizona Memory Project at <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1.>)

12.32 WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

12.33 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

12.33.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers, and directors:

12.33.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States department or agency or any state, or local jurisdiction;

- 12.33.1.2 have not within a three-year period preceding this contract:
  - 12.33.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; or
  - 12.33.1.2.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;
- 12.33.1.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract;
- 12.33.1.4 are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and
- 12.33.1.5 have not within a three-year period preceding this contract had any public transaction (Federal, State or local) terminated for cause or default.

12.33.2 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

12.33.3 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors or sub-subcontractors) and in all solicitations for lower tier covered transactions related to this contract. If this clause is applicable to a subcontractor or sub-subcontractor, the Contractor shall include the information required by this clause with their bid.

**12.34 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS**

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

12.34.2 The County retains the legal right to inspect documents of Contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 12.34.1 of this section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents

available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**12.35 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS**

12.35.1 The parties agree that this contract and employees working on this contract will be subject to the Contractor employee whistleblower protections established by Title 41 U.S.C. § 4712 and Section 3.908 of the Federal Acquisition Regulation.

12.35.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in Section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

12.35.3 Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold (\$250,000 as of fiscal year 2018).

**12.36 CONTRACTOR LICENSE REQUIREMENT**

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

**12.37 INFLUENCE**

12.37.1 As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for disbarment or suspension under MC1-902.

12.37.2 An attempt to influence includes, but is not limited to:

12.37.2.1 A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

12.37.3 If a person attempts to influence any employee or agent of Maricopa County, the chief procurement officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.



12.37.4 ABSOLUTELY NO CONTACT BETWEEN THE RESPONDENT AND ANY COUNTY PERSONNEL, OTHER THAN THE OFFICE OF PROCUREMENT SERVICES, IS ALLOWED DURING THE SOLICITATION PROCESS UNLESS THE COMMUNICATION IS IN REGARD TO PRE-EXISTING BUSINESS WITH THE COUNTY. ANY COMMUNICATIONS REGARDING THE SOLICITATION, ITS PARTICIPANTS, OR ANY DOCUMENTATION PRIOR TO THE CONTRACT AWARD MAY BE GROUNDS FOR DISMISSAL OF THE RESPONDENT FROM THE EVALUATION PROCESS.

**12.38 CONFIDENTIAL INFORMATION**

12.38.1 Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

12.38.2 The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. The Contractor's procedures and controls, at a minimum, must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within 15 business days of the written request to do so.

12.38.3 Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

**12.39 PUBLIC RECORDS**

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

**12.40 INTEGRATION**

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

**12.41 UNIFORM ADMINISTRATIVE REQUIREMENTS**

By entering into this contract, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

12.42 GOVERNING LAW

This contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this contract will be in Maricopa County Superior Court, Phoenix, Arizona.

12.43 PRICES

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

12.44 ORDER OF PRECEDENCE

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

12.45 INCORPORATION OF DOCUMENTS

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

- 12.45.1.1 Exhibit A – Vendor Information
- 12.45.1.2 Exhibit A-1 – Budget Summary
- 12.45.1.3 Exhibit B – Budget Narrative
- 12.45.1.4 Exhibit C – Scope of Work
- 12.45.1.5 Exhibit D - Service Methodology

12.46 NOTICES

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

For County:

Maricopa County  
Office of Procurement Services  
160 S. 4<sup>th</sup> Avenue  
Phoenix, Arizona 85003-1647

For Contractor:

Maximus US Services, Inc.  
1891 Metro Center Drive  
Reston, VA 20190

12.47 INQUIRIES

12.47.1 Inquiries concerning information herein must be submitted prior to the question deadline date/time posted in the e-procurement platform, Periscope S2G, using the link in the "Q&A" tab.

12.47.2 Administrative telephone/email inquiries shall be addressed to:

IRMA GUZMAN, PROCUREMENT OFFICER  
TELEPHONE: (602) 506-8715  
Irma.guzman@maricopa.gov

12.47.3 Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

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

CONTRACTOR: Maximus US Services, Inc.,

Charles K. Sweeney II  
AUTHORIZED SIGNATURE

Charles K. Sweeney II, VP, Contracts  
PRINTED NAME AND TITLE

1891, Metro Center Drive, Reston VA 20190  
ADDRESS

June 11, 2021  
DATE

MARICOPA COUNTY

Jack W. Selles  
CHAIRMAN, BOARD OF SUPERVISORS

JUN 23 2021  
DATE

ATTESTED:

Marita Gandy  
CLERK OF THE BOARD

JUN 23 2021  
DATE

APPROVED AS TO FORM:

Pandell B. Fenington  
DEPUTY COUNTY ATTORNEY

June 14, 2021  
DATE

**EXHIBIT A – Vendor Information**

COMPANY NAME:	Maximus US Services, Inc.
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	1891 Metro Center Drive, Reston, VA 20190
REMIT TO ADDRESS:	PO Box 791188, Baltimore, MD 21279-1188
TELEPHONE NUMBER:	(703) 251-8500
FAX NUMBER:	(703) 251-8240
WWW ADDRESS:	www.maximus.com
REPRESENTATIVE NAME:	Charles K. Sweeney II, VP, Contracts
REPRESENTATIVE TELEPHONE NUMBER:	(303) 883-8308
REPRESENTATIVE EMAIL ADDRESS	HSProposals@maximus.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

NET 30 DAYS

**Exhibit A-1 – Budget Summary**

**BUDGET SUMMARY OF COST WORKSHEET**

Respondent

Maximus US Services, Inc

LINE ITEM	DETAIL	PROPOSED BUDGET Initial Contract July 1, 2021 to June 30, 2022	PROPOSED CONTRIBUTION Cash OR In-Kind Date - Date	PROPOSED BUDGET Extension Contract July 1, 2022 to June 30, 2023
<b>SALARY and WAGES:</b>	(Identify Each Position)			
	One Stop Operator			
	Project Director	\$16,967.02	\$ -	\$17,221.53
	OSO Manager	\$50,000.00	\$ -	\$50,750.00
	Navigator- New Hire	\$40,000.00	\$ -	\$40,600.00
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
	TOTAL SALARY and WAGES:			
@ Percentage Rate	\$106,967.02	\$ -	\$108,571.53	
EXAMPLES (Identify Each Program Expense)				
<b>FRINGE BENEFITS:</b>	TOTAL FRINGE BENEFITS:	\$27,116.14	\$ -	\$27,664.02
	@ Percentage Rate	25.35%	0%	25.48%
	TOTAL PERSONNELL COSTS	\$134,083.16	\$ -	\$136,235.55
	Examples - identify each program expense			
	Office Space	\$ -	\$ -	\$ -
	Equipment (Computer)	\$2,670.56	\$ -	\$2,676.82
	Repair and Maintenance	\$ -	\$ -	\$
	Instructional Materials	\$ -	\$ -	\$
	Internet/Telephone/Fax	\$ -	\$ -	\$
	Office Supplies	\$600.00	\$ -	\$615.00
	Utilities	\$ -	\$ -	\$
	Copying/Printing	\$ -	\$ -	\$
	Meetings	\$ -	\$ -	\$
	Audit Servies	\$10,500.00	\$ -	\$10,500.00
	Staff (Local Travel)	\$1,000.00	\$ -	\$1,025.00
			\$ -	
	TOTAL DIRECT COST:	\$14,770.56	\$ -	\$14,816.82
TOTAL OF ALL COST CATERGORIES:	\$148,853.72	\$ -	\$151,052.37	

**SERIAL 210210-RFP**

<b>Indirect Cost Rate:</b> <i>(If applicable)</i>	Overhead	\$12,067.48		\$12,261.20
	General & Administrative	\$18,666.86	\$ -	\$18,944.37
	TOTAL OF ALL COST CATEGORIES PLUS INDIRECT COST RATE:	\$179,588.06	\$ -	182,257.94
<b>Profit</b>	TOTAL PROFIT @ 7.5 %	\$14,561.20	0%	\$14,777.67
	Total Budget	\$194,149.26	\$ -	\$197,035.62

## EXHIBIT B – Budget Narrative

### Salaries & Wage Total

We are budgeting 2.17 FTEs for this program. Maximus is bidding 0.17 FTE of a Program Director with a salary of \$99,806, a One Stop Operator Manager with a \$50,000 Annual Salary and a Navigator position with a salary of \$40,000 these salaries reflect Total Compensation, including pay for holidays, other paid time off (PTO includes vacation, sick, bereavement, jury duty and the like. (Year 1)

### Fringe Benefits

Maximus uses a 25.35 % Fringe rate (Year 1). Fringe benefits includes taxes (FICA, FUTA, SUTA), workers compensation, insurance (medical, dental, vision, and life), and retirement benefits. The allocation base for this rate is the total salaries dollars paid.

### Travel

Travel costs anticipate required on-site visits over the course of the contract of an estimated \$1,000 annually.

### Audit Services

Maximus will provide audit services at an estimated annual cost of \$10,500 (Year 1). This is for external CPA Firm professional fees for a Program Specific Single Audit in compliance with 2 CFR Part 200 Uniform Guidelines.

### IT Support Services/WorkStations

Under these line items we have budgeted the cost of three computers for the personnel, related software, and general IT support. The annual cost is \$2670.56 (Year 1).

### Office Supplies

Office Supplies for the normal need of the personnel like FedEx, copies, printing, postage, etc, estimated at an annual cost of \$600.00 (Year 1).

### Operations

Our pricing is compliant with Title II of CFR 200 Uniform Guidelines section 200.331 number (4). Maximus anticipates the acceptance of a rate negotiated with the County as the pass-through entity. Maximus does not have a recognized indirect costs rates negotiated with a Federal Government Agency because we do not directly contract with Federal Government.

We offer the following explanation of our indirect cost methodology and would welcome further discussion about our application.

Maximus uses an indirect rate methodology that is stringent, uniform, audited, and conforms to the guidelines set up by Generally Accepted Accounting Principles (GAAP). Our rate is audited by an Independent Certified Accounting Firm.

The first pool is overhead, which captures the costs of the division level management for those business units in Maximus US Services. These costs include, but are not limited to, the following: overhead labor and associated fringe benefits, rents, travel related expenses, severance, depreciation and amortization, and allocation of certain home office expenses (allocations based upon head count; departments in this allocation include human resources, IT help desk, and so on). The allocation base for this indirect expense pool is the total of the direct labor and general and administration (G&A) labor and the fringe benefits applied thereto for the business unit. Overhead is calculated by multiplying the overhead percentage rate by the sum of direct labor and fringe benefit costs. The rate used for this proposal is 9.0 percent (Year 1).

The second pool is G&A expense, which includes (1) an allocation of certain home office expense (allocations not based upon head count; departments in this allocation include office of CEO and CFO, General Counsel, Accounting, Tax, and so on), (2) an allocation of the US Services Segment costs, and (3), bid and proposal costs of the group or division. At this time, Maximus does not include expenses related to subcontractors, interdivisional costs, and deferred contract cost amortization in the G&A base. G&A is calculated by multiplying the G&A percentage rate by the sum of direct labor, fringe benefits, overhead, and G&A bearing other direct costs (excluding expenses related to subcontractors, interdivisional costs, and deferred contract cost amortization). The rate used for this proposal is 11.6 percent (Year 1).

The rates provided in this document are estimates based on available information at the time of their creation. As with any indirect rates in any firm, these will fluctuate over time based upon actual costs incurred. Maximus will invoice for provisional rates that are applicable to the billing period.

### **TOTAL COSTS**

With the budget presented, the annual Profit of \$14,555.48 is 7.5 percent of Total Budget (Year 1).



## EXHIBIT C – Scope of Work

### 1.1. Overall Administration

The Contractor shall:

- 1.1.1. Comply with WIOA law and regulations, federal Uniform Guidance Requirements, State and local policies, and the ARIZONA@WORK Maricopa County Local Plan.
- 1.1.2. Is responsible for the following services and activities at the Maricopa County One-Stop Career Centers (“Career Centers”):
  - 1.1.2.1. Ensuring the seamless coordination of Resource Area and Basic Career services in Career Centers;
  - 1.1.2.2. Ensuring the seamless coordination of Reception and initial registration services for all customers;
  - 1.1.2.3. Implementing and fulfilling cooperative agreements and memoranda of understanding (MOU) with partners;
  - 1.1.2.4. Coordinating one-stop partner services, with guidance from MCWDB and Maricopa County Leadership;
  - 1.1.2.5. Coordinating access to virtual resources at appropriate partner locations, libraries, and other points within the Career Centers;
  - 1.1.2.6. Developing processes to ensure that all customers receive appropriate, timely, seamless and effective Career Services including appropriately communicating with persons with disabilities;
  - 1.1.2.7. Developing and implementing a formal referral process for services within and outside of the Center(s); define minimum standards for referral, meet referral follow-up requirements, and document referrals made and received, which also include tracking outcomes;
  - 1.1.2.8. Providing reports as required to the MCWDB;
  - 1.1.2.9. Managing technological resources such as webinars and virtual/online trainings;
  - 1.1.2.10. Actively leading the Core and Required Partners to integrate services in the Maricopa County One-Stop System;
  - 1.1.2.11. Performing continuous improvement activities to achieve high level service quality and exceptional customer service including implementation of a customer feedback system and provide quarterly reports of feedback and improvements made;
  - 1.1.2.12. Developing and implementing a coordinated staff development/training plan (customer service, cross training on partner services, community resources, etc.) for Career Center staff and Partners program staff;
  - 1.1.2.13. Managing partner responsibilities as defined in the MOU;
  - 1.1.2.14. Ensuring compliance of hours of operations at Career Centers utilizing Arizona Department of Health Services guidance as a guideline for a safe opening or reopening of access sites and career centers to provide in-person services;

- 1.1.2.15. Ensuring implementation of branding standards for the Federal – a proud partner of the American Job Center network, State – ARIZONA@WORK and Local Workforce Area;
- 1.1.2.16. Following federal and state regulations pertaining to handling of Equal Employment Opportunity responsibilities, customer complaints, and physical and programmatic accessibility;
- 1.1.2.17. Ensuring compliance with all Federal, State and local policies and procedures relative to the One-Stop System and One-Stop Centers and access sites;
- 1.1.2.18. Have the capability to modify their offering to comply with any new revised WIOA regulations.
- 1.1.3. Provide services as the “ARIZONA@WORK Maricopa County One-Stop Operator” and under the ARIZONA@WORK Maricopa County brand regardless of organizational affiliation.
- 1.1.4. Ensure that as an OSO, they<sup>1</sup>
  - 1.1.4.1. Disclose any potential conflicts of interest arising from the relationships with particular training service providers or other service providers, including, but not limited to, career services providers.
- 1.1.5. Refrain from establishing practices, in coordinating services and serving as a OSO, that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services; and
  - 1.1.5.1. Comply with Federal regulations and procurement policies relating to the calculation and use of profits, including those at 20 CFR § 683.295, the Uniform Guidance in 2 CFR Part 200 including the contractual provisions in 2 CFR 200.326 and 2 CFR part 2900 and other applicable regulations and policies.
- 1.1.6. Provide competent and cooperative management with a vision for developing and supporting a positive and collaborative organizational environment.
- 1.1.7. Support the plan through strategies and outline a clear business strategy for the ARIZONA@WORK Maricopa County system that supports the Local Plan.
- 1.2. Coordination of Services

The Contractor shall:

  - 1.2.1. Be responsible for leading the design, the coordination, and implementation of the partner program service delivery system as outlined in the Local Plan.
  - 1.2.2. Ensure the flow and delivery of services in accordance with workforce system policies.
  - 1.2.3. Use a high level of innovation and creativity in designing and implementing a human-centric workflow system that will benefit ARIZONA@WORK Maricopa County customers;

---

<sup>1</sup> [DOL Training and Employment Guidance Letter WIOA No. 15-16](#)

- 1.2.4. Develop and/or refine an integrated intake, eligibility and referral process;
- 1.2.5. Coordinate the service delivery of required and participating One-Stop partners and service providers. All services must be consistent with the Local Plan. The OSO needs to encourage all One-Stop partners to work under the ARIZONA@WORK Maricopa County brand and represent one unified brand to customers. The OSO shall work to develop a plan to address coordinated branding.
- 1.2.6. As of the issuance of this RFP, the following programs/partners offer services in the County as part of the One-Stop System; however, other required or additional partners may be added or removed at the discretion of the MCWDB.
- 1.2.7. Programs authorized under Title I of WIOA:
  - Adult Program
  - Dislocated Worker Program
  - Youth Program
  - 1.2.7.1. Migrant and Seasonal Farmworker Programs;
  - 1.2.7.2. The Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA Title III;
  - 1.2.7.3. The Adult Education and Family Literacy Act (AEFLA) program authorized under Title II of WIOA;
  - 1.2.7.4. The Vocational Rehabilitation (VR) program authorized under Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA Title IV;
  - 1.2.7.5. The Senior Community Service Employment Program authorized under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.);
  - 1.2.7.6. Trade Adjustment Assistance activities authorized under chapter 2 of Title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.);
  - 1.2.7.7. Jobs for Veterans State Grants programs authorized under chapter 41 of Title 38, U.S.C.;
  - 1.2.7.8. Temporary Assistance for Needy Families (Jobs Program only);
  - 1.2.7.9. Job Corps;
  - 1.2.7.10. Employment and training activities carried out by the Department of Housing and Urban Development; and
  - 1.2.7.11. Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law).
- 1.2.8. Review commitments of the MOU and ensure the execution of partner responsibilities outlined in the agreed upon MOUs between the system partners and the MCWDB.

1.3. One-Stop System service delivery locations.

The Contractor shall:

- 1.3.1. Ensure the efficient flow and integration of services at One Stop Career Center service locations throughout the county. There are two levels of One Stop Career Centers: Comprehensive and Specialized sites. At a minimum, the OSO will visit each Comprehensive location once a month and Specialized site once a quarter; or as determined by the MCWDB to review and conduct workflow analysis is appropriate.

Service locations include the following; however, additional locations may be added or removed as service delivery is established at the discretion of the MCWDB.

- 1.3.1.1. Comprehensive Center: The Comprehensive Center shall be open to the public from 8:00 a.m. to 5:00 p.m. MST, Monday through Friday and shall follow the County's holiday schedule.

ARIZONA@WORK Maricopa County East  
735 North Gilbert Road Suite 134  
Gilbert, Arizona 85234

ARIZONA@WORK Maricopa County West  
4425 West Olive Avenue Suite 190  
Glendale, Arizona 85302

- 1.3.1.2. Specialized Center: If the specialized center is housed within a non-county facility, the holiday schedule of that facility shall be followed. To access specialized centers, visit: <https://arizonaatwork.com/locations/maricopa-county>.

- 1.3.2. On behalf of the MCWDB, the successful proposer will lead the job center certification process for all ARIZONA@WORK Maricopa County locations to ensure compliance with all applicable federal, state and local policies and procedures. Once the process is complete, the successful proposer will present findings and recommendations to the MCWDB at their next available meeting, for review and approval.

1.4. Onsite Partner Leadership

- 1.4.1. Conduct workflow analysis in the development of a needs assessment that identifies gaps and or challenges in service availability, coordination and delivery.

- 1.4.2. Submit recommendations of such assessments to the MCWDB and other system partners when applicable.

- 1.4.3. Analyze whether one-stop center staff possesses the appropriate training, tools and equipment needed to carry out job functions, including:

- 1.4.3.1. Creating a needs assessment that identifies existing gaps among staff and partner agency staff to ensure their success in supporting one-stop deliveries, and providing recommendations at quarterly meetings regarding specific training needs and professional development;

- 1.4.3.2. Learn and remain knowledgeable of the program services and performance standards of all system partners and facilitate cross-training amongst all staff.

- 1.4.3.3. Reporting results of staff training to the MCWDB and other system partners when applicable.
  - 1.4.4. Lead and coordinate the design and implementation of a functional and seamless integrated service delivery model.
  - 1.4.5. In coordination with the MCWDB, assure partners understand their roles in workforce system initiatives impacting customers, such as career pathways, sector strategies and other key strategies or requirements under WIOA.
- 1.5. Ensure and Report Compliance
- 1.5.1. Ensure Americans with Disabilities Act and WIOA section 188 compliance for the ARIZONA@WORK Maricopa County service delivery locations as well as, County ADA policies.
    - 1.5.1.1. ARIZONA@WORK Maricopa County service delivery locations have and maintain adequate, up-to-date signage related to accessibility of space and programs in compliance with ADA and WIOA section 188.
    - 1.5.1.2. Report annually to the MCWDB on ADA and WIOA section 188 compliance.
- 1.6. Projects and Initiatives
- 1.6.1. Work with MCWDB or designee as needed for specific projects and initiatives. All products developed by the contractor remain the property of the County and must adhere to identification of the funding source per state fiscal policy.
  - 1.6.2. Dependent upon the needs of the local/regional workforce development needs, the MCWDB may request additional services of the OSO. In these instances, a detailed request will be submitted to the OSO for official review and response. Such response shall be submitted within ten working days of the request to the MCWDB Executive Director indicating the OSO's capacity to fulfil the request.
- 1.7. Continuous Improvement Activities
- 1.7.1. Implement continuous quality improvement processes to determine efficiency of data tracking, collection, and analysis methods, and integrating lessons learned to update best practices.
  - 1.7.2. Assess current level of the effectiveness of quality services based on metrics defined by the MCWDB.
  - 1.7.3. Coordinate and adjust delivery practices in collaboration with partner programs as needed.
  - 1.7.4. Convene partners quarterly, or more frequently if requested by a majority of MOU partners, the OSO or the Maricopa County Local Workforce Development board.
    - 1.7.4.1. Create a joint partner plan for system improvement.
    - 1.7.4.2. Provide written and verbal updates on the coordination of the service delivery of One- Stop partners and identify areas of strength and challenge areas.
    - 1.7.4.3. Determine agenda and provide minutes to partners for each meeting.

- 1.7.4.4. Provide meeting agenda and previous meeting minutes to the local board designee.
- 1.7.5. Coordinate and facilitate meetings with key and core partners, officials, leaders and staff to share best practices, discuss workforce trends, address the needs of the local and regional area, provide education on System Partner programs and services, and review service delivery and efficiencies;
- 1.7.6. Deliver ongoing training and technical assistance as needed.
- 1.8. Meeting Attendance, Tracking and Reporting
  - 1.8.1. Monthly
    - 1.8.1.1. The successful proposer will meet with the County to provide updates and address issues on a monthly basis or at an agreed upon frequency.
    - 1.8.1.2. Unless otherwise noted, the successful proposer will prepare and submit written reports and metrics for the MCWDB to the Board's Executive Director. The metrics and reports required for this contract shall include, a summary of OSO activities, but are not limited to the following:
      - 1.8.1.2.1. Submit written reports and metrics by the 15th day following month end:
      - 1.8.1.2.2. One-Stop referrals and enrollments, as well as referrals and enrollments received through WIOA programs operated by partner agencies, in furtherance of an integrated service delivery system. The OSO shall gather data in partnership with all partners as required by the MCWDB and disseminate as necessary.
        - 1.8.1.2.2.1. Total number served by:
        - 1.8.1.2.2.2. Comprehensive Center
        - 1.8.1.2.2.3. Specialized Centers (list individually)
      - 1.8.1.2.3. Ratio of referrals to enrollments into partner programs.
      - 1.8.1.2.4. Total number placed in employment, and total number broken out by the following:
        - 1.8.1.2.4.1. Number of placed in targeted industries/in-demand occupations as defined by the MCWDB.
        - 1.8.1.2.4.2. Average wage of those placed in employment.
        - 1.8.1.2.4.3. System training and professional development.
        - 1.8.1.2.4.4. System partner meetings and outcomes.
      - 1.8.1.2.5. Results of customer satisfaction surveys and any event participant survey results, including a list of recommended system improvements to address any concerns identified by customers or participants; and other information requested by the County.
    - 1.8.1.3. Attend MCWDB meetings and committee meetings as directed by County staff.
    - 1.8.1.4. Submit a general ledger summary of expenditures to the MCWDB Staff by the 15th day following the end of a month. Failure to submit accurate and

complete reports by the 15th day following the end of a month, may result, at the option of the County, these reports shall be sent to:

MCWDB (contact info will be provided in final awarded contract.)

1.8.1.4.1. Expenditures for the One-Stop System will comply with 2 CFR 200; Public Law 113-128 of the 113th Congress described as the WIOA and Federal and State regulations and guidelines under the WIOA Title, 1-B Federal grant.

1.8.2. Quarterly

1.8.2.1. Prepare and present requested information to the board and/or board committees, as directed by the County.

1.8.3. Annually

1.8.3.1. Submit annual reports to include program year statistics tallied from monthly reports, and other information requested by the County, in a format to be approved by the County.

## EXHIBIT C: Service Methodology

### 1. Proposed Approach and Methodology to Scope of Work

RFP Section 7.6.3.6.

#### 1.1 Detailed Strategy and Staffing Plan

RFP Section 7.6.3.6.1

You already know our leadership team – Gretchen Caraway, with six years of experience in WIOA, as both the WIOA Policy Administrator for DES and as the Director for Maximus in Arizona overseeing our Maricopa County workforce efforts. Our Staffing Plan is to continue with BreAnne Wright as our OSO Manager and to hire a Navigator to assist with our integrated service approach. We will have one staff member monthly on-site at each Comprehensive Career Center and quarterly at each Specialized Career Center. In the table below, we provide a Job Description for the Navigator which is a position to be hired.

Job Title	Navigator
Position Summary	The Navigator provides coaching and assistance to all One-Stop Career Center System partners to encourage integration of services and meaningful access to all services for both job seekers and employers. They will assist in the resource rooms and affiliate One-Stop Centers to ensure seamless referrals to partner services
Position Reports To	OSO Manager, Workforce Department
Education	<ul style="list-style-type: none"> <li>▪ <u>Required</u>: High School Diploma or GED</li> <li>▪ <u>Preferred</u>: Bachelor's degree in Human Services or business-related field</li> </ul>
Skills/Experience	<ul style="list-style-type: none"> <li>▪ <u>Required</u>: Four (4) years of customer service, training, or workforce experience required; proficient with Microsoft Office products; ability to communicate effectively and professionally, verbally and in writing, to all segments of the population</li> <li>▪ <u>Preferred</u>: Experience working in a One-Stop environment, as a case manager, job developer, or trainer</li> </ul>
Job Responsibilities	<ul style="list-style-type: none"> <li>▪ Assists with development of an integrated intake and assessment process and customer-centric workflows</li> <li>▪ Locates in the Comprehensive One-Stop Location and travel to libraries and partner sites to ensure that services are fully available to all businesses and job seekers, on a rotating basis</li> <li>▪ Oversees customer service delivery in the various locations and provides coaching on the delivery of seamless services</li> <li>▪ Supports all partner agencies to experience success with their services</li> <li>▪ Coordinates the initial engagement of center clients by providing information on center services, determines the level of need, and assists with navigating resources and guiding customers to the appropriate services</li> <li>▪ Works with staff in all career centers to coordinate an effective referral process and provides meaningful access to all partner programs</li> </ul>



	<ul style="list-style-type: none"> <li>■ Works with community partners to identify ways to create and increase referrals to the program</li> <li>■ Supports efforts to work with individual employers and/or groups of employers to organize job fairs, mass interviews, on-site recruitment, or other recruitment efforts</li> <li>■ Local travel and ability to work outside of the office on a regular basis is required</li> <li>■ Performs other duties as assigned</li> </ul>
Classification	Non-Exempt

The OSO Manager manages and coordinates the activities of all One-Stop programs, job developers, and business services staff. We develop an integrated and aligned business services strategy among all One-Stop partners that addresses career

pathways and dissemination of information on in-demand sectors and occupations. Planning incorporates targeted employer measures and ways to increase effectiveness in serving employers. The OSO Manager also coordinates and communicates with career services staff to help identify employment placements that meet job seekers’ needs, particularly after training completions or job loss.

We develop formal and informal relationships with economic development agencies, local chambers of commerce, employer advisory groups, and other business organizations to gain an understanding of area staffing and recruitment needs and expand the number of employers that use the One-Stop system. At contract start, we review the systems, technology, and processes that are currently in place to support placement of job seekers and make recommendations for improvements based on national best practices. Our corporate Vice President of Workforce Services, Mr. Joe Murphy, who leads Employer Services for all Maximus U.S.-based workforce operations continues to support this effort, bringing expertise on innovations from similar contracts. He brings experience in Information Technology, and Sales and as a business owner for more than two decades. He brings his employer experience, industry knowledge and best practices for linking job seeker services with business services, ensuring a strong nexus to support the labor exchange. We will reference his expertise for recommendations for integrated service delivery opportunities between business services and employment services teams in the One-Stop Centers.

## 1.2 System Partner Coordination Philosophy

RFP Section 7.6.3.6.2; SOW 3.2

Maximus understands that the role of the OSO is very like that of a managing partner. We have extensive and demonstrated experience in Maricopa County of managing multi-partner environments and can leverage that experience to provide service coordination that supports a unified and fully integrated service delivery model. We encourage program partners and staff to creatively employ Customer-Centered Design (CCD) principles to enable thinking that focuses on job seeker needs and moves past program silos. CCD helps entities design government services through the lens of the customer.

The Maximus OSO management plan and approach is designed to ensure the seamless delivery of services to employers and job seekers and provide effective and efficient oversight of the ARIZONA@WORK Maricopa County One-Stop System. Our management plan promotes coordination and integration of partner services; cross training and professional development for all program staff; and an ongoing focus on professionalism, customer service, high performance, and continuous improvement. Included in our management plan is a commitment to partnering with the Board, and fully linking business services with economic development activities to reach the right outcomes for the community, employers, and job seekers.

Our philosophy and approach to delivering successful, effective functional staff management relies on the following strategies:

- **Delivery of ongoing training and technical assistance** to all One-Stop partner staff to support Continuous Quality Improvement (CQI) initiatives, use of evidence-based practices and promote high performance to attain program goals. We support efficient and high-quality customer services through established performance management and CQI models. Our monitoring process supports performance improvement.

- **Open and ongoing communication** between formal program managers and our One-Stop management team facilitate a shared vision for integrated services, strengths-based customer services, and delivery of career pathway models that meet regional employer and job seeker needs.
- **Development of standardized operating procedures (SOPs)** across all programs will outline partner responsibilities and support a functional design that is customer centric and delivers services based on individual needs and choices, rather than on program siloes.
- **Innovative Technologies** that facilitate integrated service delivery and working in a virtual environment. During our current contract, we have already developed several virtual platforms for use throughout the Maricopa County Workforce system with great effectiveness to support all partners.
  - PartnerLink is a Google virtual platform with many resources for all partners to learn and share information about each other's programs. The customer referral platform is built within the PartnerLink platform for ease in finding all necessary collaboration tools in one place. A common referral process is required by WIOA and the PartnerLink platform facilitates data reporting for the MCWDB and federal reporting requirements.
  - We have also developed a WIOA Programs Performance Reporting Dashboard to facilitate partners in developing common reporting measurements and to utilize as a resource for the MCWDB and partners to have a common place to track all partner data and success stories, as illustrated in *Exhibit 3.2-1: WIOA Programs Performance Reporting Dashboard*.

**Exhibit 3.2-1: WIOA Programs Performance Reporting Dashboard.** *We provide automated and real-time access to performance results, success stories, and Program Performance Reporting Resource Library.*

- We have been very successful in launching virtual job clubs and employer spotlights in Maricopa County through collaboration with ARIZONA@WORK and Maricopa County staff. Our OSO team will continue to recommend use of these to match job seekers with employers and to provide immediate interviewing opportunities for employers to hire on-the-spot during the virtual forums. This has proven to be an effective way to facilitate hiring outcomes during the COVID-19 pandemic and we have found that employers greatly appreciate the ease and time savings of these virtual opportunities.

We will continue to encourage One-Stop system partners to use these virtual platforms and opportunities and leverage our experience in this area to create a unified system delivery for the MCWDB.

### Aligning Agendas

Our model for workflow analysis and service needs assessments makes partner, frontline, and supervisory staff part of the process so that they have solid information about what is happening as well as an understanding of the integration goals. We understand that each program has different priorities, metrics, and target populations. Our model accounts for all these priorities, while not replacing them. Information about the diverse programs, customers, and performance outcomes will be incorporated into an integrated, standardized model. We currently facilitate, schedule, and lead biweekly a Collaboration Workgroup for all required partners to encourage alignment and communication amongst partners and across the system. This workgroup allows all partners to share ideas and to collaborate to develop processes that will work for all partners. The OSO then takes these ideas and translates them into workable technology and process solutions for use by all One-Stop Center partners together in a unified and collaborative way.

### Supporting Service Providers

To support system partners, we provide standardized processes, tools, training, and coaching for full integration. Our goal is to have all customers (both job seekers and employers) see a unified One-Stop system, and not individual partners or programs. We cross train staff, supporting system partners on the various programs and services to avoid the “they do that” or “I can’t do that” language, and provide a seamless transition between partner services that fully leverages resources without duplication.

Our OSO project team offers ongoing training, coaching, and continuous learning opportunities to system partners in the centers and community to help them meet service delivery goals. The OSO team ensures that each partner understands the performance standards related to customer flow, information sharing, and promoting services in the centers, as well as how to achieve them. In addition to our OSO Manager, our staffing plan also includes a Navigator to assist partners on site at the various One-Stop centers in delivering services daily. These two OSO staff members will have a physical presence in the Comprehensive One-Stop Centers once monthly and in each Specialized Center once quarterly.

We employ multiple strategies to assure greater integration and coordination between required and optional partners and to improve outcomes and avoid non-duplicative services. These include:

- **Improving business processes.** After contract award, we will continue to review, update, and improve welcome and resource center processes to determine an even more efficient and better way to handle the flow of job seekers entering the one-stop center. We will supplement the business process flow information with feedback and information gleaned from customer satisfaction surveys and data regarding customers served.
- **Conducting regular meetings between partner agency and Maximus staff.** Our One-Stop Manager prepares monthly calendars of activities so that services from all partners can be coordinated, and gaps in services can be identified. We share information about program updates and successes, discuss performance and customer service concerns, and brainstorm ways to improve integration. We ask different partners to present information and facilitate the meetings to encourage cross training and information sharing. We currently have a bi-monthly Collaboration Workgroup with strong, consistent participation from all partners. We are also planning the start of a new Performance Accountability Workgroup to include leaders from each required partner and MCWDB members.
- **Coordinating service delivery processes.** Maximus works with One-Stop system partners and providers to provide integrated services. Two major features of our coordinated service design warrant particular attention:
  - *Integrated intake, eligibility, and referral*, in which staff provide intake, Career Consultants determine customer eligibility for all programs and services, and we encourage and help facilitate appropriate referrals. Integrated eligibility identifies for each customer a comprehensive portfolio of services for which a customer is eligible and from which the customer can choose the most appropriate mix of services.
  - *Service management focus*, as opposed to program management. This shifts the focus from program silos to services, and instead allows for focus on effective training, career advancement planning, and strong business/employment services across all programs.

### Managing WIOA-Required Partner Responsibilities

As a long-term existing employer in Maricopa County operating the Arizona Jobs Program, we understand who the partners are within the ARIZONA@WORK Maricopa County One-Stop System. Effective delivery of WIOA services that attract and engage participants and employers depends on partnerships with WIOA-mandated providers and a seamless coordination of services. Our model provides for this seamless delivery and produces better outcomes. *Exhibit 3.2-2: Community Partners* outlines how the partnerships function and the role of core and required partners.

Community Partner	Project Role	How the Partnerships Function
<b>WIOA Title I Adult, Dislocated Worker, and Youth Programs</b>	On-site One-Stop Center partner; provides outreach, eligibility, case management, job placement, retention, and training	Cross referrals to the funding streams based on customer circumstances; older youth may choose to participate in Adult program if appropriate.

Community Partner	Project Role	How the Partnerships Function
<b>WIOA Title II Adult Education and Literacy programs</b>	Community Partner, Basic Education Provider	Partnership for outreach and recruitment, education and training opportunities, short-term training placement, and GED program referral. These partnerships will complement the careers pathways focus that we bring to this project. We know that education is often the key to a better job and will leverage existing community training providers resources to help connect job seekers to improved skills.
<b>WIOA Title III Wagner-Peyser Programs (operated by DES)</b>	One-Stop Center partner; provide employment universal services to unemployment individuals; UI employment services	Partnership connections with businesses and industry sectors to support training, internships, and job opportunities; referrals for individuals who need intensive career services or training
<b>WIOA Title IV Rehabilitation Act programs</b>	One-Stop Center partner; case management and assessments for persons with disabilities	Direct access for persons with disabilities; referrals from the One-Stop to Vocational Rehabilitation for cases that require additional services
<b>Temporary Assistance for Needy Families (Jobs Program only)</b>	On-site One-Stop Center partner	Case management and job placement services to TANF eligible populations; co-enrollment of participants when appropriate
<b>Senior Community Service Employment Program (SCSEP)/Older Americans Act programs</b>	Community Partner	Partnership for outreach and recruitment and potential referrals/placement
<b>Job Corps</b>	Community Partner On-site as scheduled	Partnership for outreach and recruitment and potential referrals/placement
<b>YouthBuild</b>	Community Partner On-site as scheduled	Partnership for outreach and recruitment and potential referrals/placement
<b>Perkins post-secondary vocational education activities</b>	Community Partner	Potential resource and referral when appropriate
<b>Community Services Block Grant</b>	Community Partner	Potential resource and referral when appropriate
<b>National Farmworker Jobs Program</b>	Community Partner	Potential resource and referral when appropriate
<b>Reentry Programs</b>	Community Partner	Potential resource and referral when appropriate

Community Partner	Project Role	How the Partnerships Function
<b>Trade Adjustment Assistance and NAFTA-TAA programs</b>	Community Partner	Partnership for outreach and recruitment for those dislocated from employment, who may need basic employment skills, as opposed to dislocated worker services
<b>Veterans Employment and Training</b>	Community Partner	Referrals as appropriate to provide services to those leaving the military or opportunity to refer to military careers
<b>Housing and Urban Development (HUD) employment and training activities</b>	Community Partner	Partnership for outreach and recruitment and support in providing housing for homeless; co-case management when appropriate
<b>Unemployment Insurance Programs</b>	Community Partner	Partnership for outreach and recruitment and potential referrals/placement
<b>Second Chance Act Programs</b>	Community Partner	Partnership for outreach and recruitment and potential referrals/placement

**Exhibit 3.2-2: Community Partners.** *We establish relationships with partners to coordinate services needed by both employers and job seekers Maricopa County.*

To support a link between One-Stop Services and other partners in the community that serve our common customers, we perform outreach to and develop relationships with local, neighborhood-based agencies that provide a full range of services designed to meet customer needs. In working collaboratively, we establish a referral process and protocol for each entity streamlining a job seeker's access and ability to navigate these handoffs.

Our team meets regularly with partners both through individual coordination meetings and smaller workgroups to coordinate a shared vision and goal for comprehensive job seeker and employer services. We also participate in advocacy groups such as the Arizona Chamber of Commerce, Greater Phoenix Chamber of Commerce, East and West Valley Employer Outreach, Networking Employers Training Professionals Association, Refugee advocacy groups, and other councils like the MCWDB. These offer us an opportunity to continually verify alignment of services, improve coordination between all community partners, and support a shared vision aligned with the Board's Strategic Plan.

This goal of operating an integrated site with physical connections to multiple partners across the community for long-term success of Maricopa County job seekers and economic growth for employers is achieved through:

- Open and ongoing communication between partner program managers and our One-Stop management team
- Development of consistent procedures and expectations across all programs based on customer needs and choices, rather than on program siloes
- Training and technical assistance to all One-Stop partner staff to support Continuous Quality Improvement initiatives, based on evidence-based practices, which promote high performance and attainment of program goals

### **Seamless Integration and Availability of Services**

To fully deliver an integrated system, all workforce partners must think and act as a single integrated system. Job seeker services should have common goals and provide a seamless customer experience. Each customer is mutually regarded as a shared customer, with all staff and programs operating at the site having a vested stake in that customer's success. We incorporate integration of programs into planning, intake, assessment, registration, service processes, information sharing, resource decisions, actions, results, and analyses.

At the start of the contract renewal, we will conduct a workflow analysis/needs assessment to identify gaps in service delivery or the need for improved processes. Our goal is to deliver an even more functional, integrated model that eliminates silos based on funding streams for One-Stop services. We address intake, customer flow, referrals, and integration with all partners and services at Maricopa County One-Stop System.

The workflow analysis/needs assessment process provides standard operating procedures that offer:

- A common intake/referral process that serves all job seekers, assesses their needs, and provides appropriate referrals within all Centers
- A consistent process for referring clients to education and training providers across all programs, aligned with regional needs for workers and economic development initiatives
- Encouraging non-duplicative job development and placement services, ensuring that business outreach efforts are coordinated, support a career pathways model, and are focused on the MCWDB's targeted industry sectors, not on specific programs

Leveraging the workflow analysis process/needs assessment, our standardized operating procedures and workflows support meaningful access to all programs in all centers and a consistent, standardized service delivery model. Leveraging CCD approaches helps us provide service enhancements that start with customers—adult and youth job seekers, and employers — and end with an innovative approach to service delivery, processes, and customer flow.

### **Functioning in an Integrated Environment**

We have the willingness and ability to operate in a functionally integrated environment and can work through any difficult partnership issues if they arise. As an established provider of workforce services with over 30 years of experience, we understand the value of partnerships and have strong working relationships in every workforce project that we operate. We have achieved outstanding results in building effective networks of partners to serve customer needs. We rely on clear documentation, including Memorandums of Understanding (MOU) and other partnership agreements, to establish clear referral processes, communication/escalation procedures, and responsibilities.

Strong documentation supports our ability to work through difficult partnership issues with all parties involved, should they arise.

### **Addressing and Resolving Issues**

From our experience, a highly functioning One-Stop is based on trust, respect, an appreciation for employees' work and commitment to services, and employees' sense that their services provide value. To fully engage all partner staff and support high morale, we encourage a professional and fun atmosphere, treating partner staff with respect and appreciation. We include them in training and planning sessions, all-staff meetings, team building exercises, and other business and social gatherings. Our approach to process analysis emphasizes a smooth and measured rollout of changes — minimizing anxiety and allowing for gradual process improvements.

We are sensitive to partner staff's roles and responsibilities and MCWDB goals and bring an understanding of the complexity of the systemic changes required and the program restrictions. To keep staff engaged and support buy-in, we:

- Created a Collaboration Workgroup Leadership team, with representatives from each partner organization to help design the One-Stop System model and provide a forum for each partner to express concerns and/or share ideas and information
- Actively engage partner management and front-line staff in the workflow analysis/needs assessments process, encouraging input on current processes and recommendations for improvement
- Offer comprehensive technical assistance to all program staff to support a full understanding of the new integrated model that was jointly developed by all partners, and facilitated by Maximus
- Supplement initial on-going technical assistance with CQI monitoring, additional learning opportunities, and technical assistance initiatives that promote best practices, service coordination, and effective cross-referrals
- Develop and implement an online OSO collaboration workspace, collectively decided by all

partners to be called PartnerLink, that offers easy web access for all staff to essential partner and program information, including business process flows, standardized operating procedures, and performance dashboards. This information source empowers staff, providing access to overarching program goals and performance information

- Use a Maximus-employed Navigator on a rotating schedule at all One-Stop locations to encourage staff in implementing an integrated service delivery model
- Issue frequent email communications and quarterly electronic newsletters to celebrate individual and group success and share information about program and policy changes and performance
- Survey program/partner staff on the success of the integration model to assess both buy-in and identify areas for improvement and CQI efforts
- Use the Collaboration Workgroup for team-building events to support change management, integration, and an understanding of all program services

### 1.3 Approach to Establishing Relationships

RFP Section 7.6.3.6.3

#### *Experience Working Through Partnership Issues to Enhance Performance*

In our work on the current OSO contract, the required partners began working collaboratively through the Maximus established and facilitated Collaboration Workgroup. The partners were hesitant to devote time to these collaborative conversations and the role of the OSO was new to them. Through consistent efforts by the OSO management team, we were able to establish a working relationship among the partners and share knowledge and information about each other's' programs and offerings. We have developed a real community between the partners, and together, collaboratively decided on the best customer referral process that would work for everyone.

Recently, due to the pandemic, the One-Stop Centers in Maricopa experienced difficulty with staffing the front desk and finding the best way to serve all the UI clients coming into the centers for assistance. We brought Titles IB and Title III together and facilitated the conversation between them to find resolution to the staffing concerns and to provide more comprehensive information for UI applicants at the centers to lessen the burdens on the on-site staff.

Both examples show the value the OSO brings to the table as a third-party facilitator and convener to enhance performance of the partners, helping them find real and tangible solutions for the Maricopa workforce system operation.

We are experienced in building cross-agency partnerships that benefit job seekers and create alignment on mission, strategies, and goals. We will work with the Maricopa County Business Services team to further the MCWDB's strategic goals for establishing career pathways in demand industries and aligning training and education providers' offerings with employer needs.

Strategies we use to build cross agency partnerships include:

- **Employer and Workforce Center Training Partnerships.** The Maximus One-Stop Manager will work with the ARIZONA@WORK Maricopa County Business Services team and area employers to identify innovative ways to create partnerships that share resources and leverage training to improve outcomes for both employers and job seekers. For example, if a particular industry needs employees with a certain skill set, we will help the Business Services team to form a collaboration that provides interested job candidates with specialized training to better meet an employer's needs. Additionally, we will work with employers and the workforce staff to establish career ladders and offer additional on-the-job or continued training to help employees increase skills and move to higher-paying positions.
- **Community Networking Events and Connections to Local Economic Development Initiatives.** Our One-Stop Manager will also participate in existing community, business, and economic development organizations to obtain information about local business trends. In all projects, we closely align and communicate with community agencies that focus on economic and business development to ensure that all employment services are complementary and non-duplicative. We develop formal and informal relationships with economic development agencies, local chambers of commerce, employer advisory groups, and other business organizations. For Maricopa County, initiatives include networking with employers and groups in the Information

Technology, Manufacturing, Healthcare and Social Assistance, Finance and Accounting, Construction, Transportation, and Warehousing industry sectors.

- To coordinate services throughout Maricopa County, we will leverage the relationships throughout the county we have built since we began providing employment services in the area in 1999. This includes our existing relationships with hundreds of area employers as well as our relationships with WIOA partner agencies, technical institutions (for example, Maricopa Community College, Rio Salado, Glendale Community College and Paradise Valley Community College) and community organizations to build a workforce that meets the needs of area employers.
- Memorandums of Understanding (MOU) with partner agencies clarify responsibilities and further promote coordination throughout the County.

Finally, we know that effective delivery of One-Stop services that attract and engage job seekers and employers depends on MOUs and partnerships with MCWDB and WIOA mandated providers and a streamlined coordination of services. In this atmosphere, those using the One-Stop office or accessing services virtually — no matter how they come to it and who referred them — feel welcomed, that their needs are heard and understood, and that they are respected and assisted, regardless of program stream or eligibility. Our One-Stop model provides for this seamless delivery and produces better outcomes in alignment with the MCWDB's local plan.

Building on the success of current MCWDB efforts in integration of WIOA services, our One-Stop Operator service approach focuses on the following priorities:

- **Creating an Environment where Business and Employees Succeed.** Services are employer driven, and processes support an ability to match employers with skilled individuals; collaboratively working with MCWDB and partners, we promote industry and sector partnerships to ensure the One-Stop system addresses employer and job seeker needs across key regional industries.

*Exhibit 3.3-1: Local Employer Involvement with Maximus* offers a sampling of local employers who have participated in Maximus' services and events for the purpose of expanding hiring opportunities for participants:

**Exhibit 3.3-1: Local Employer Involvement with Maximus.** *Employers representing Maricopa County's high-growth industries that Maximus has existing relationships with.*

- **Accountability and Transparency.** Our reporting methodology supports transparency on WIOA performance and includes CQI initiatives to address system and service improvement and incorporation of national best practices.
- **Streamlining Services for Efficiency.** Services are organized around functions, rather than being compartmentalized, thereby enabling a seamless delivery of services for customers.
- **Connections and Communication.** By fully engaging partners, we deliver high-quality services aligned with employer and economic development needs. We have experience working in multi-provider environments, and will leverage this experience to develop seamless interfaces, and communications protocols to support unified system delivery.

## 1.4 System Partner Coordination Philosophy

### RFP Section 7.6.3.7

It has been our approach in the current contract to help all partners understand that the role of the OSO is to be the convener and facilitator for all partners. We have a unique opportunity as the OSO to see the system as a whole from a 10,000-foot view and to assist the partners in strategizing on how to work together most effectively. Our OSO team has worked diligently to establish trust and to build relationships with each partner individually and with them collectively as a whole. We have hosted and facilitated the biweekly Collaboration Workgroup for all partners since 2018 as a method to bring all partners together for conversations and relationship building. We have set the goals for the partners through working with



them and letting them share their ideas, acting as the facilitator to create the processes and platforms that help them work together.

At the beginning of the contract, the partners were reluctant to trust us and attendance at the meetings was limited at best. Over the course of our contract, we have developed that much needed trust and now the partners come to us when they need assistance with coordination and cooperation, asking us to facilitate and lead the conversations.

Attendance at the Collaboration Workgroup has increased to 100 percent of partners and the partners have added many more layers of staff to make sure that our work is shared throughout the system. We frequently provide training and technical assistance throughout their teams and to Board committees. Our expertise is appreciated and actively requested. We had 100 percent participation in the development of the customer referral system, and we are now actively coordinating the movement of jobseekers between programs through 100 percent participation and use of the system by all required partners.

## 1.5 Continuous Improvement Methodology

RFP Section 7.6.3.8; SOW 3.7

As current OSO, we have built and implemented the customer referral platform and are tracking all data on referrals for presentation to MCWDB at the Board meeting on a quarterly basis. We have seen great improvement in the utilization of the platform in 2021 and expect the trend to continue as all partners become familiar with the process and the value it brings to the virtual environment we are working in today. We will look forward to further selected metrics defined by the MCWDB for presentation quarterly.

We have also recommended to the MCWDB that a Performance Accountability Workgroup be established to align data reporting methods across partners for common metrics required by the State and Federal partners. The Board staff will be approving the participants and frequency of the meetings and the workgroup will begin in April 2021. We have already built the Performance Accountability platform that we will use as a resource for the Board and partners and as the database for all Federal requirements information. We will need to submit common metrics from all partners in 2021 for the first time, so as the OSO, we are encouraging the implementation of this work now so that we will be able to meet all deadlines. This is a continuous improvement example where Maximus has been the leader in being aware of the requirements and helping the Board and Partners meet the WIOA requirements.

We provide monthly report outs to the Board and Board Staff of all activities that have occurred in the previous month to keep everyone informed of all continuous improvement efforts. This report is included in the Executive Committee content monthly and reviewed by all Board members. We also meet biweekly with Board staff to continue to share ideas and suggestions about next direction that the OSO recommends based on the biweekly work we do in our Collaboration Workgroups and all other interactions, trainings, and technical assistance sessions that we have with partners.

We will also offer quarterly informational sessions for Partners and the Board on topics and issues that emerge through our active ARIZONA@WORK participation and through our Jobs project. These will include updates of new and relevant information coming out from DOL and the State relating to WIOA. Through our quarterly participation in all Workforce Arizona Council (WAC) meetings and WAC committee meetings, our OSO team is aware of all developments within the Arizona workforce system and updates from these meetings are included in the quarterly events at the MCWDB's discretion.

Maximus employs a CQI model integrated into our workforce service delivery approach. Our model for managing performance and ensuring continuous improvement is directed at proactive program improvement to support ongoing needs and goal attainment. We use a monitoring process that supports performance improvement. This five-step process includes:

- Performance monitoring and coaching
- Evaluation of performance through development of dashboard reports for each program
- Analysis to determine the cause of performance issues and the need for revision of policies and procedures to improve performance
- Service provider and staff training on new and revised procedures and strategies
- Re-monitoring of processes to determine if action taken was effective

This approach leverages Malcolm Baldrige criteria for performance excellence as determined by the Baldrige National Quality Program (BNQP). Our strategy is to focus on prevention rather than detection of deficiencies and use teambuilding techniques to involve all staff in the process.

Our approach to continuous improvement addresses both employer and job seeker satisfaction with One-Stop services. Leveraging surveys, focus groups, in-person meetings, mystery shoppers, and other channels, we identify areas in need of improvement and develop initiatives, customer service training, and other tools to improve results and outcomes. As a national provider, we commit to achieving high levels of performance and customer satisfaction in our services. We annually survey our clients to determine satisfaction with services. Our most recent survey for workforce scored 4.51 out of 5, with a 91 percent response rate, demonstrating our ability to deliver services that satisfy our clients.

### Customer Satisfaction

Maximus is committed to improving employer and job seeker satisfaction through the use of participant surveys and other feedback mechanisms. Maximus solicits feedback on customer satisfaction to inform our CQI model. We collect client feedback in a number of ways:

- **Employer Satisfaction Surveys.** We will be randomly surveying a portion of employers served each quarter to determine satisfaction with services provided, including taking and filling job orders, the quality of the professional job referrals, and the provision of labor market information. We will also survey employers for actual usage of these services.
- **Job Seeker Satisfaction Surveys.** We will measure job seeker satisfaction as a follow-up activity via SurveyMonkey. These surveys will assess the job seeker's satisfaction with his or her employment outcome and the career planning process. The Manager will review results, which will be trended for areas needing improvement.

To support ongoing improvements, we propose a CQI Committee made up of program managers and selected front-line partner staff. This committee will be tasked with reviewing customer satisfaction results and making recommendations to improve services. Committee members also oversee the implementation of the BPR recommendations and brainstorm other new approaches and services throughout the life of the contract. The CQI committee acts as a forum for all staff to bring forward new ideas that improve operational performance. The OSO will assist with creating the CQI committee and tracking the data from the surveys and the CQI committee implementation recommendations.

**MAXIMUS HUMAN SERVICES, INC., 1891 METRO CENTER DRIVE, RESTON VA 20190**

PRICING SHEET: NIGP CODE 91867

Terms:	NET 30
Vendor Number:	VS0000001466
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>June 30, 2022.</b>