


Intergovernmental Agreement (IGA)	
Agreement No.: DI23-002390	
Description: WIOA Title 1 Adult, Dislocated Worker, and Youth Programs	

Agreement between the Arizona Department of Economic Security ("ADES") and the Pinal County ("Subawardee").

WHEREAS ADES is duly authorized to execute and administer contracts under A.R.S § 41-1954 and,

The Subawardee is duly authorized to execute and administer contracts under Pinal County Board of Supervisors and,

ADES and the Subawardee are authorized by A.R.S. § 11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this Agreement.

The term of this Agreement shall begin on July 1, 2023, or date of last signature, and shall end on June 30, 2028, unless otherwise amended.

THEREFORE, ADES and Subawardee (the "Parties") agree to abide by all the terms and conditions set forth in this Agreement.

BY SIGNING THIS FORM ON BEHALF OF A PARTY, THE SIGNATORY CERTIFIES POSSESSING THE AUTHORITY TO BIND THE PARTY TO THIS AGREEMENT.

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY:

FOR AND ON BEHALF OF THE PINAL COUNTY:

Procurement Officer Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date
DI23-002390 ADES Contract Number:	Subawardee's Contract Number (If applicable)
	Clerk of the Board Signature
	Typed Name
	Date

IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General

By: _____
Public Agency Legal Counsel

Date: _____

Date: _____

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1.0 ADES VISION AND MISSION STATEMENTS

1.1 ADES Vision: All Arizonans who qualify receive timely ADES services and achieve their potential.

1.2 ADES Mission: The Arizona Department of Economic Security makes Arizona stronger by helping Arizonans reach their potential through temporary assistance for those in need, and care for the vulnerable.

2.0 PURPOSE OF AGREEMENT

2.1 The purpose of this agreement is to implement the requirements under the Workforce Innovation and Opportunity Act (WIOA) Title I Adult, Dislocated Worker, and Youth programs for the Local Workforce Development Area (LWDA), including activities of the Local Workforce Development Board (LWDB), Chief Elected Official(s)(CEO), and services to eligible Adults, Dislocated Workers, and Youth. These activities and services will be provided in accordance with Federal and State laws and regulations, State policies, and in alignment with the current Arizona Unified Workforce Development Plan.

3.0 PROGRAM ELIGIBILITY

3.1 Program eligibility will be conducted in accordance with the eligibility requirements of the WIOA and federal regulations on each applicant prior to the provision of services. Services shall comply with the WIOA as amended and applicable Federal and State regulations and State policies.

4.0 SERVICE DESCRIPTION

4.1 WIOA provides for a public workforce system that is customer centered with training that is job driven, which is accessible to all job seekers, and employers. The workforce system delivers career and training services through Arizona's 12 Local Workforce Development Areas. WIOA is a Federal program branded "American Job Centers" with a State brand "ARIZONA@WORK". Under WIOA, partner programs and entities that are jointly responsible for workforce and economic development, educational, and other human resource programs, collaborate to create a seamless customer-focused American Job Center network that integrates service delivery across all programs to make it easier for workers to access the services they need to obtain skills and employment.

5.0 RESPONSIBILITIES

5.1 The Subawardee shall:

5.1.1 Implement the required activities of Title I, including the provision of services to eligible Adults, Dislocated Workers, and Youth throughout the designated LWDA. These activities and services will be provided in accordance with Federal and State regulations, State Policies, and the most current LWDB Local Plan.

5.1.2 Ensure oversight and compliance with the WIOA and its regulations, applicable Federal and State Laws, rules and regulations, and State policies and procedures.

5.1.3 Meet all the timelines and criteria set out for the required LWDB and CEO activities described in WIOA Titles I-A and I-B as amended and applicable Federal and State regulations and State policies.

5.1.4 Be held responsible for meeting performance measures. If the Subawardee fails the same performance measure in two consecutive years, the State of Arizona may implement corrective actions as delineated in WIOA sec. 107(c)(2)(c), WIOA sec. 184, 20 CFR §677.220 and 20 CFR §683.720. Failure to meet any of the adjusted levels of performance shall result in sanctions as set out in WIOA sec. 116(g), 20 CFR §677.220, and Training and Employment Guidance Letter TEGL 11-19 change 1. Additionally, the failure to meet any adjusted performance measures may also result in ADES issuing a Demand for

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Assurance, which may require a written corrective action plan be prepared and submitted to ADES from the Subawardee.

- 5.1.5 Complete the requirements stated in the Demand for Assurance, including the corrective action plan, by the timeframe prescribed by ADES. Failure to complete the requirements shall result in the immediate suspension of the Subawardee(s) authority to receive payment under this Agreement. Such authority shall not be reinstated until the Subawardee submits, and ADES approves, a revised corrective action plan, or submits documentation to show that the issues identified in the Demand for Assurance have been satisfactorily addressed.
- 5.1.6 Comply with the approved response to the Demand for Assurance. Failure to comply will result in ADES proceeding with remedies as authorized under this agreement up to and including sanctions.
- 5.1.7 Send a written notice in accordance with the "Notices Section" of this Agreement, if the Subawardee wishes to transfer funds in accordance with the ADES Policy and Procedure Manual – Workforce Innovation and Opportunity Act, section 400.
- 5.1.8 The Subawardee shall ensure compliance with the requirements of WIOA Titles I-A and I-B for LWDA as set out in WIOA §.106 through 116, the corresponding regulations, and State policies, including implementation of the functions of the LWDB and CEO in the LWDA, including but not limited to:
- 5.1.8.1 **Local Governance Provisions**
- 5.1.8.1.1 The CEO is responsible for appointing members of the LWDB, the appointment of the fiscal agent, and the joint functions with the LWDB as described in WIOA §107(c), (d), (h), and 20 CFR 679.310, 679.420, and policies of the Workforce Arizona Council.
- 5.1.8.1.2 The CEO(s) and the LWDB are responsible for implementation of appropriate firewalls within the LWDA between required functions to prevent conflict of interest as described in 2 CFR part 200, 20 CFR §679.320, §679.370, §679.430, and policies of the Workforce Arizona Council.
- 5.1.8.1.3 Post LWDA WIOA Title 1 policies to the LWDA website.
- 5.1.8.2 **Adult, Dislocated Workers and Youth Programs**
- 5.1.8.2.1 The LWDB shall enter into legally binding agreements with entities to:
- Provide WIOA Title I Adult, and Dislocated Worker services, as appropriate, to meet the eligible participant's needs.
 - Provide WIOA Title I Youth services, as appropriate, to meet the eligible participant's needs.
- 5.1.8.3 **Rapid Response (RR)**
- 5.1.8.3.1 RR funding may be requested by the LWDA in accordance with the ADES Policy and Procedure Manual – Workforce Innovation and Opportunity Act, Chapter 2 - Section 900.
- 5.1.8.3.2 If the LWDA receives a RR allocation through this subaward, the LWDA will provide RR Services in accordance with TEGL authorizing the allocation.
- 5.1.8.3.3 The expenditures for all Programs will comply with WIOA, 2 CFR 200 and Federal and State regulations and guidelines under the WIOA Title I Federal Allotments.
- 5.1.8.4 **Work Based Learning (WBL)**
- 5.1.8.4.1 The WBL Expansion Funding Opportunity is intended to:
- Support the local area's flexibility in addressing their workforce skill attainment needs while focusing on layoff aversion activities, performance, and positive outcomes for both the workforce and businesses.

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- b. Increase WBL programs within the public workforce system, promote system alignment and partnership, and improve data sharing and data integrity.
- 5.1.8.4.2 For WBL, provide Registered Apprenticeship, Incumbent Worker, On-The-Job Training, and Customized Training in alignment with the funding opportunity.
- 5.2 ADES will:
- 5.2.1 Publish and maintain on the Department's website the WIOA Budget Allocations (WIOA-XXX) that lists all the LWDAs funding allocations by program and program year, federal award funding terms, and the Final Expenditure / Cash Report Submission due dates.
- 5.2.2 Update the WIOA Budget Allocations to reflect any funds approved in accordance with Section 5.1.8.3 Rapid Response.
- 5.2.3 Send an electronic communication, via email, to joel.millman@pinal.gov, when any modifications to the WIOA Budget Allocations occur.
- 5.2.4 Maintain an archive of previous WIOA Budget Allocations and provide copies upon request.
- 6.0 EXTENSION**
- 6.1 This agreement may be extended through a mutual written agreement.
- 7.0 TERMINATION**
- 7.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- 7.2 Each Party shall have the right to terminate this agreement by written request to the other Party. Written notice of termination shall be received by either party at least thirty (30) days prior to the effective date of said termination.
- 8.0 AMENDMENTS**
- 8.1 This agreement may be amended only by mutual written amendment. No agent, employee or other representative of either Party is empowered to alter any of the terms of the agreement, unless amended in writing and signed by the authorized representative of the respective Parties.
- 8.2 Either Party shall give written notice to the other Party of any non-material alteration that affects the provisions of this agreement. Non-material alterations that do not require a written amendment are as follows:
- 8.2.1 Change of telephone number;
- 8.2.2 Change in authorized signatory; and/or
- 8.2.3 Change in the name and/or address of the person to whom notices are to be sent.
- 9.0 MANNER OF FINANCING**
- 9.1 Funding for WIOA Title I Assistance Listing Number (ALN) #17.258 (Adult), ALN #17.278 (Dislocated Worker), and ALN #17.259 (Youth) is authorized by a U.S. Department of Labor "Notice of Award" for each Program Year identified on the Notice of Award.
- 9.2 For the Work-Based Learning (WBL) Expansion Funding Opportunity, the Subawardee shall be reimbursed actual expenses on a Fixed Price with Price Adjustment basis within the amount listed on

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the WIOA Budget Allocation website and through the utilization of the customized Itemized Service Budget (ISB) template provided by ADES (Exhibit A).

9.3 **Period of Availability for Expenditure of WIOA Title I Funds**

9.3.1 The Subawardee agrees that pursuant to 20 CFR §683.110, funds allocated by a State to a LWDA under WIOA § 128(b) and § 133(b), for any program year are available for expenditure only during that program year and the succeeding program year. Funds that are not expended by a LWDA in the two-year period described in this section shall be returned to the State. Funds so returned are available for expenditure by State and local recipients and sub recipients only during the third program year of availability. These funds may be used for statewide projects or distributed to other LWDA's which had fully expended their allocation of funds for the same program year within the two-year period.

9.3.2 The period of availability for funds allocated under this agreement is identified on the WIOA Budget Allocation. Reimbursement shall not exceed the allocations identified on the WIOA Budget Allocation website.

9.3.3 All final expenditure reports and cash draw requests for the LWDA formula funds shall be submitted by the date listed on the WIOA Budget Allocation website.

9.4 **Rescission of Funds**

9.4.1 If the federal funding source informs the State that it is rescinding funding from the State and where the State must in turn rescind funding from a Subawardee(s) who hold one or more agreements for services funded under the specified Federal Funding Source, the State may take actions in the following sequence:

9.4.1.1 Rescind the required amount of funds from unexpended funds to the designated previous period(s) of time.

9.4.1.2 Rescind the required amount of funds from unexpended funds to the designated current period(s) of time.

9.4.1.3 Decrease the required amount of funds from funds from a designated future period(s) of time.

10.0 **REPORTING REQUIREMENTS**

10.1 The Subawardee shall provide to ADES a final financial closeout packet by the date listed on the WIOA Budget Allocation website, <https://des.az.gov/WIOATitle1FundsAllocation>

10.2 Unless otherwise provided in this agreement, Subawardee reporting shall adhere to the following schedule: No later than the 30th day following each month in which services were provided during the agreement term, the Subawardee shall submit financial reports to ADES in the form set forth in this section.

10.3 The Subawardee shall submit ETA 9130 Quarterly Report within thirty (30) days after the end of the quarter.

10.4 Failure to submit accurate and complete reports by the 30th day following the end of a month may result, at the option of ADES, in retention of payment. Failure to submit a report within thirty (30) days following the end of a month may result, at the option of ADES, in a forfeiture of such payment.

10.5 The Subawardee shall provide ADES the following reports:

10.5.1 Subawardee Monthly Expenditure and Cash Draw Reports and Detailed Expenditure Breakdown. ADES will only accept submissions that are completed on the customized forms provided by ADES.

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- 10.5.2 ETA 9130 Quarterly Reports.
- 10.5.2.1 For the WBL Expansion Funding Opportunity submit, using the Google Form Link, within thirty (30) days after the end of the quarter, the LWDB – WBL Quarterly Performance Report (Exhibit B) (https://docs.google.com/forms/d/e/1FAIpQLScYt-kM38uEbUtTCmtcpCeG_fbgc8kmYFYvwBtwiGThuRZ27g/viewform)
- 10.5.2.1.1 The following Performance Data shall be included with this report:
- a. Number of unique companies
 - b. Type of training (certification, college credit, etc.)
 - c. Number of participants
 - d. Number of participants completing
 - e. Four quarters of wages after training (survey each quarter)
 - f. Wage prior to training
 - g. Position before training
 - h. Position after training
 - i. Average cost of training per participant (total cost and per training)
 - j. Number of participants receiving a promotion
 - k. Number of participants no longer with the company
 - l. Reason no longer with the company (layoff, retired, fired, etc.)
 - m. Funding amount per participant
- 10.5.2.1.2 Submit within thirty (30) days after the end of the quarter, the Proposed vs Actual Budget (Exhibit C). ADES will only accept submissions that are completed on the customized forms provided by ADES.
- 10.5.3 Any other reports requested by the Workforce Arizona Council or ADES.
- 10.6 All reports and requests for report templates shall be sent to:
WIOAFiscalReports@azdes.gov
- 11.0 PAYMENT REQUIREMENTS**
- 11.1 Subawardee Monthly Expenditure and Cash Draw Reports and Detailed Expenditure Breakdown shall be submitted by the 30th day of the month following the month services were provided.
- 12.0 NOTICES**
- 12.1 All notices to the Subawardee regarding this agreement shall be sent to the following address:
Santa Cruz County
ATTN: Irasema Olvera, Director Workforce Development
610 N. Morley Ave.
Nogales, AZ 85621
iolvera@santacruzcountyaz.gov
- 12.2 All notices to ADES regarding transfer of funds requests shall be sent via email to the following address:
Email: wioaprogram@azdes.gov,
- 12.3 All other notices to ADES regarding this agreement shall be sent to the following address:

Arizona Department of Economic Security
ATTN: WIOA Fiscal Unit
Mail Drop: 51F1
1789 W. Jefferson Street
Phoenix, AZ 85007

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Phone (602) 542-2474

or

By email to the following address: WIOAFiscalReports@azdes.gov

13.0 DISPOSITION OF PROPERTY

13.1 Transfer/Surplus of Equipment with a Property Value less than \$5,000

Items of equipment with a current per unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency, proceeds from sale may be retained by the Subawardee for use in WIOA programs or allocated in accordance with the terms of LWDA cost sharing agreement. If Subawardee deems property to be worthless, it must provide verifying documentation. Property may not be donated to another agency unless it is worthless. The Equipment Transfer/Surplus Request (J-320) disposition record must be retained for any transaction, in accordance with EA/WIOA Section record retention requirements and WIOA Inventory Equipment Database or other internal inventory system annotated accordingly.

13.2 Calculation of "Fair Market Value"

All property records must be maintained from date of acquisition, through final disposition. The Subawardee and/or service providers must also retain these records for a period of five (5) years from the date of their last expenditure report. If any litigation, claim, negotiation, or audit is started before the expiration of the five (5) year period, all records related to this agreement must be retained until all findings have been resolved and final action taken or until the end of the regular five (5) year period, whichever is later. An appraiser may establish fair market value.

13.3 Property Records Retention

All property records must be maintained from date of acquisition, through final disposition. The Subawardee and/or service providers must also retain these records for a period of five (5) years from the date of their last expenditure report. If any litigation, claim, negotiation, or audit is started before the expiration of the five (5) year period, all records related to this agreement must be retained until all findings have been resolved and final action taken or until the end of the regular five (5) year period, whichever is later.

13.4 Inventory Records

The Subawardee and/or service providers must maintain accurate inventory records of expendable leased/purchased (value \$2,000.00 to \$4,999.99), and non-expendable leased/purchased equipment with value of \$5,000 or more leased/purchased with WIOA funds. Property records must include

- 13.4.1 Asset Number
- 13.4.2 Item Description
- 13.4.3 Manufacturer
- 13.4.4 Serial Number
- 13.4.5 Acquisition Date
- 13.4.6 Physical Location
- 13.4.7 Total Item Cost.

The Subawardee and service providers are required to submit an inventory report for all property leased/purchased with WIOA Title I funds costing more than \$2,000.00 to the WIOA Section, Fiscal Manager by August 1 of each calendar year.

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13.5 **Prior Approval Equipment with a Property Value \$5,000 or More**

Before allocating WIOA funds for any non-expendable tangible property purchase (including software purchases) with a "per unit" cost of \$5,000 or more, or total purchase cost that exceeds \$10,000, the Subawardee and/or service provider must complete a "WIOA Pre-Approval of Equipment & Vehicles \$5,000 or More Questionnaire" form. The completed form must be signed by the Subawardee Director or its designee.

13.5.1 The signed form must be submitted to the WIOA Section Finance Manager for review and approval determination.

13.5.1.1 If approved, the form will be returned to the Subawardee, Director or its Designee. Upon receipt of the approved questionnaire, the Subawardee can proceed to purchase the equipment or property.

13.5.1.2 If declined, the WIOA Section Finance Manager will specify the reason for disapproval and return the signed questionnaire form to the Subawardee Director or its Designee. The LWDA may appeal this decision to the WIOA Section Finance Manager.

14.0 **OTHER MATTERS**

14.1 **MONITORING**

14.1.1 ADES will monitor the Subawardee and /or Subawardee(s) who shall cooperate in the monitoring of services delivered; facilities; records maintained and fiscal practice. The Subawardee must conduct regular oversight and monitoring of its WIOA activities and those of its sub-recipients in accordance with 20 CFR §683.410 and in accordance with the uniform administrative requirements in 29 CFR parts 95 and 97. If monitoring findings stay open beyond a twelve (12) month period or the scheduled monitoring is not able to occur due to lack of response or cancellations by LWDA, the Department may withhold funding until the issue(s) are resolved in line with State rule and/or policy.

15.0 **ARBITRATION**

15.1 The Parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §§ 12-1518(B) and 12-133, except as may be required by other applicable statutes.

16.0 **AUDIT**

16.1 In accordance with A.R.S. § 35-214, the Subawardee shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this agreement for a period of five (5) years after the completion of the agreement except if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, Subawardee shall produce the original of any or all such records.

17.0 **BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY** If providing direct services to children or vulnerable adults, the following shall apply:

17.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this agreement.

17.2 ADES partners with Arizona Department of Child Safety to conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:

17.2.1 Any person who applies for a contract with this State and that person's employees.

17.2.2 All employees of a Subawardee.

17.2.3 A Subawardee of a Subawardee and the Subawardee(s) employees; and

17.2.4 Prospective employees of the Subawardee or Subawardee at the request of the prospective employer.


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- 17.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 17.4 A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
- 17.5 Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by ADES whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 17.6 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification form if the certification states:
- 17.6.1 The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
- 17.6.2 The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
- 17.7 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
- 17.8 The Subawardee shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Agreement.
- 18.0 COMPLIANCE WITH APPLICABLE LAW**
The materials and services supplied under this agreement shall comply with all applicable Federal, State and local laws, and the Subawardee shall maintain all applicable licenses and permit requirements.
- 19.0 CONFIDENTIALITY**
- 19.1 The Subawardee shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning recipients of WIOA services. To the extent permitted by law, the Subawardee shall release information to ADES and to the Attorney General's Office as required by the terms of this agreement, by law or upon their request.
- 19.2 The Subawardee shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. § 41-161 et. seq. ADES will advise the Subawardee as to applicable policies and procedures ADES has adopted for such compliance.
- 20.0 CONFLICT OF INTEREST**
- 20.1 In accordance with A.R.S. § 38-511, the State may within three (3) years after execution terminate the agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of either party, at any time while the

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agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the agreement with respect to the matter of the agreement.

21.0 DATA SHARING AGREEMENT

21.1 When determined by ADES that sharing of confidential data will occur with the Subawardee, the Subawardee shall complete ADES Data Sharing Request Agreement and submit the completed Agreement to ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Subawardee and each ADES Program sharing confidential data.

22.0 E-VERIFY

22.1 In accordance with A.R.S. § 41-4401, Subawardee warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

23.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

23.1 By entering into the agreement, the Subawardee warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Subawardee shall obtain statements from its subcontractor certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the agreement. The Subawardee and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.


23.2 The State may request verification of compliance for any Subawardee or subcontractor performing work under the agreement. Should the State suspect or find that the Subawardee or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the agreement for default, and suspension and/or debarment of the Subawardee. All costs necessary to verify compliance are the responsibility of the Subawardee.

24.0 FINGERPRINTING

24.1 Subawardee shall comply with, and shall ensure that all of Subawardee's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.

24.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Agreement. The Subawardee is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.

24.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this Agreement, the following provisions apply:

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24.3.1 Personnel who are employed by the Subawardee, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven working days of employment.

24.3.2 Except as provided in A.R.S. § 46-141, this Agreement may be cancelled or terminated immediately if a person employed by the Subawardee and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card

24.4 Federally recognized Indian tribes may submit and ADES will accept certifications that state that no personnel who are employed or who will be employed during the term of this Agreement have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 41-1758.03 (as may be amended).

25.0 GOVERNING LAW


This agreement shall be governed and interpreted by the laws of the State of Arizona.

26.0 INDEMNIFICATION:

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, Department of Economic Security is self-insured per A.R.S. 41-621.

In addition, should Subawardee utilize a contractor(s) and subcontractor(s) the indemnification clause between Subawardee and its Subawardee(s) and subcontractor(s) shall include the following:

To the fullest extent permitted by law, SUBCONTRACTOR OR SUBAWARDEE shall defend, indemnify, and hold harmless the Subawardee and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this agreement, and its departments, agencies, boards, commissions, universities, , officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the SUBCONTRACTOR OR SUBAWARDEE or any of the directors, officers, agents, or employees or subcontractors of such SUBCONTRACTOR OR SUBAWARDEE . This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such SUBCONTRACTOR OR SUBAWARDEE to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such SUBCONTRACTOR OR SUBAWARDEE from and against any and all claims. It is agreed that such SUBCONTRACTOR OR SUBAWARDEE will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, SUBCONTRACTOR OR SUBAWARDEE and its subcontractors shall name the

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State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

26.1 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA
None.

26.2 INSURANCE REQUIREMENTS FOR ANY SUBCONTRACTOR OR SUBAWARDEE USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT
(Note: this applies only to SUBCONTRACTOR OR SUBAWARDEE used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or SUBCONTRACTOR OR SUBAWARDEE from liabilities that might arise out of the performance of the work under this Contract by the SUBCONTRACTOR OR SUBAWARDEE, his agents, representatives, employees or subcontractors, and SUBCONTRACTOR OR SUBAWARDEE and the governmental entity are free to purchase additional insurance.

26.3 MINIMUM SCOPE AND LIMITS OF INSURANCE
Contractor shall provide coverage with limits of liability not less than those stated below.

26.3.1 Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000


a) The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the SUBCONTRACTOR OR SUBAWARDEE .

b) Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the SUBCONTRACTOR OR SUBAWARDEE.

26.3.2 Business Automobile Liability
Bodily Injury and Property Damage for any owned, hired and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

a) Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the SUBCONTRACTOR OR SUBAWARDEE.

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b) This requirement shall not apply to each SUBCONTRACTOR OR SUBAWARDEE that is exempt under A.R.S. § 23-901, and when such SUBCONTRACTOR OR SUBAWARDEE executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

26.4 **ADDITIONAL INSURANCE REQUIREMENTS**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 26.4.1 The Subawardee's policies, as applicable, shall stipulate that the insurance afforded the Subawardee shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 26.4.2 Insurance provided by the Subawardee shall not limit the Subawardee's liability assumed under the indemnification provisions of this Contract.

26.5 **NOTICE OF CANCELLATION**

- 26.5.1 Applicable to all insurance policies required within the Insurance Requirements of this Contract, Subawardee's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Subawardee must provide notice to the State of Arizona 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 the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to assigned Contract Specialist.

26.6 **ACCEPTABILITY OF INSURERS**

- 26.6.1 Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Subawardee from potential insurer insolvency.

26.7 **VERIFICATION OF COVERAGE**

- 26.7.1 Subawardee shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Subawardee has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.
 - a) All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
 - b) Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
 - c) All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

26.8 **SUBCONTRACTORS**

- 26.8.1 Subawardee's certificate(s) shall include all subcontractors as insureds under its policies or Subawardee shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each

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subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Subawardee that its subcontractors have the required coverage.

26.9 APPROVAL AND MODIFICATIONS

26.9.1 The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

26.10 EXCEPTIONS

26.10.1 In the event the Subawardee or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

27.0 IT 508 COMPLIANCE

27.1 Unless specifically authorized in the agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. §§ 18-131 and §§ 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

28.0 NON-AVAILABILITY OF FUNDS

28.1 In accordance with A.R.S. § 35-154, every payment obligation of the State under the agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this agreement, this agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

29.0 NON-DISCRIMINATION

29.1 The Subawardee shall comply with State Executive Orders No. 2023-09, 2023-01, 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. Subawardee shall include these provisions in contracts with Subcontractors when required by Federal or State law.

30.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

30.1 Due to security and identity protection concerns, direct services under this agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Agreement. This provision applies to work performed by subcontractors at all tiers.

31.0 PRIOR SERVICES

31.1 The Parties agree that if services were performed before the start date of this agreement in compliance with the terms of this IGA, then they will be compensated as if performed under this IGA.

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32.0 RIGHT OF OFFSET

32.1 ADES shall be entitled to offset against any sums due the Subawardee, any expenses or costs incurred by ADES, or damages assessed by ADES concerning the Subawardee's non-conforming performance or failure to perform the agreement. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the ADES shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance."

33.0 SIGNATURES IN COUNTERPART

33.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

34.0 THIRD-PARTY ANTITRUST VIOLATIONS

34.1 The Subawardee assigns to ADES any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Subawardee, toward fulfillment of this agreement.

35.0 ATTACHMENTS

35.1 The following list of attachments constitutes an integral part of this agreement:

35.1.1 None

36.0 EXHIBITS

36.1 Exhibit A – Itemized Service Budget (ISB)

36.2 Exhibit B - LWDB – WBL Quarterly Performance Report

36.3 Exhibit C - Proposed vs Actual Budget

37.0 FEDERALLY REQUIRED PROVISIONS

37.1 CERTIFICATION REGARDING LOBBYING


The Subawardee certifies, to the best of its knowledge and belief that:

37.1.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subawardee, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant. Including the making of any Federal, loan the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

37.1.2 If any funds other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

37.1.3 The Subawardee shall require that the language of this certification be included in the award documents for all sub- awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

37.1.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to

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file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

- 37.2 **COPELAND “ANTI-KICKBACK” ACT**
As the Subawardee to this agreement, you are expected to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR part 3). This regulation applies to all contracts and sub grants for construction or repair.
- 37.3 **COPYRIGHTS AND OWNERSHIP OF INTELLECTUAL PROPERTY**
Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this agreement and any related subcontract (“Intellectual Property”), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this agreement shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Subawardee shall notify ADES, within thirty (30) days of the creation of any Intellectual Property by it or its Subawardee(s). Subawardee, on behalf of itself and any Subawardee(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative action that might have the effect of vesting all or part of the Intellectual Property in any entity other than ADES. The Subawardee or its sub awardees are not to dispose or distribute any Intellectual Property without the express written authorization of ADES, division, board or commission of the State of Arizona requesting the issuance of this Agreement shall not disclose the Intellectual Property.
- 37.4 **CLEAN AIR ACT & CLEAN WATER ACT**
As the Subawardee, you must be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C.1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- 37.5 **DEBARMENT AND SUSPENSION**
37.5.1 Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 37.5.2 ADES may, by written notice to the Subawardee, immediately terminate this Agreement if ADES determines that the Subawardee has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subawardee of any public procurement unit or other governmental body. If the Subawardee becomes suspended or debarred, the Subawardee shall immediately notify ADES. Subawardees must not make any award or permit any award (sub-recipient or vendor) at any tier to any party (sub-recipient or vendor) which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive order 12549 and 12689.
- 37.5.3 The Subawardee certifies to the best of its knowledge and belief, that it and its sub-recipients:

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- 37.5.3.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
- 37.5.3.2 Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 37.5.3.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in section 37.5.3.2 of this certification; and
- 37.5.3.4 Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

37.6 DEBT COLLECTION AND AUDIT RESOLUTION

As the Subawardee to this agreement, you must comply with P.L. 113-128 Sections 128, 133, and 184; 20 CFR Part 652, Subpart D, E and G; 20 CFR Part 683 Subparts D, F, G, H; 29 CFR Parts 95, 96, 97, and 99; Uniform Guidance at 2 CFR 200. As the Subawardee to this agreement, you must comply with 2 CFR 200 and all subparts. As the Subawardee to this agreement, you are required to adhere to Federal Acquisition Regulation 97-03 Part 31; ADES Policies 1-47-01 and 1-47-08.

- 37.6.1 Among the required controls specified in 20 CFR 683.750 is the process for collecting debts. 20 CFR 683.410 states it is the responsibility of the Subawardee, sub-grantee, sub-recipient and/or service provider to conduct regular oversight and monitoring of its WIOA activities to determine whether expenditures made against the cost categories are within the cost limitations specified in WIOA laws and regulations. 20 CFR 683.710 states that:

- 37.6.1.1 The Subawardee is responsible for all funds under its grant(s):

- 37.6.1.2 The political jurisdiction(s) of the chief elected official(s) in a Local Workforce Development Area is liable for any misuse of the WIOA grant funds allocated to the local area under WIOA sections 128 and 133, unless the chief elected official(s) reaches an agreement with the Governor to bear such liability. The Arizona Department of Economic Security (ADES) holds all direct recipients (sub awardees) liable for all expenditures of funds.

37.7 ENERGY POLICY AND CONSERVATION ACT

As the Subawardee, you must adhere to the standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).


37.8 REVIEW

This agreement shall be reviewed at any time at the written request of either party.

37.9 RIGHT TO ASSURANCE

In addition to Section 5.1.4, the following shall apply:

If ADES in good faith has reason to believe that the Subawardee does not intend to or is unable to perform or continue performing under this Agreement, the Procurement Officer may demand in writing that the Subawardee give a written assurance of intent to perform. Failure by the Subawardee to provide written assurance within the number of "Days" specified in the demand may, at ADES's option

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be the basis for terminating the contract under the rights and remedies available by law or provided by this Agreement.

37.10 SANCTIONS AND CORRECTIVE ACTIONS

In addition to Sections 5.1.5 and 5.1.6, the following shall apply:

37.10.1 ADES may issue Demand for Assurance notices to the Subawardee for failure to comply with any of the conditions, requirements or clauses contained in this agreement. This Demand for Assurance shall include the citation from the agreement that ADES requires the Subawardee to remedy, the required time frame for a response from the Subawardee, what required documents shall be sent with the response and to whom the response shall be sent. Failure to comply with the requirements set forth in the Demand for Assurance, and any corrective action agreed to by ADES, may result in the actions outlined in Section 37.10.2.1 and 37.10.2.2.

37.10.2 Pursuant to 20 CFR 683.720 and TEGL 11-19, ADES may impose sanctions and corrective actions on recipients and sub recipients of WIOA grant funds as follows:

37.10.2.1 Except for actions under WIOA section 188(a) ADES uses the initial and final determination procedures outlined in 20 CFR 683.440 to impose a sanction or corrective action. To impose a sanction or corrective action for a violation of WIOA section 188(a) ADES will use the procedures set forth in that regulatory part.

37.10.2.2 ADES may impose sanctions or corrective action for noncompliance with the uniform administrative requirements set forth under section 184(b) (1) and 20 CFR 683.700 and 683.720. Sanctions or corrective action will be applied for substantial violations of WIOA statutory and regulatory requirements, if the Governor fails to promptly take the actions specified in WIOA sections 184(b)(1), the Grant Officer may impose such actions directly against the Subawardee. The Grant Officer may also impose a sanction directly against a sub recipient, as authorized in section 184(d) (3) of the Act.

37.11 STEVEN'S AMENDMENT

All statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, shall comply with all requirements of Public Law 116-260 Section 505 Division H: SEC. 505. For federal funding disclosure information, please visit the Stevens Amendment DES website.