Contract Number: CT-12000000000000001
Effective Date: 7.1.2011
Term Date: 6.30.2012
Cost: $548,560.-
Revenue:
Total: $548,560.- MIS: $548,560.-
Action:
Renewal By: 4.1.2012
Term: 6.30.2012
Reviewed by: JL

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: **July 12, 2011**

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

Pima County receives state and federal grant funds to provide workforce development services to youth and adults. SER Jobs for Progress to provide staffing at Jackson Employment Center to assist County in providing workforce development services to Pima County residents in workforce programs.

CONTRACT NUMBER (If applicable):

STAFF RECOMMENDATION(S):

To be approved by Board of Supervisors.

CORPORATE HEADQUARTERS:

To: COB. 6.29.11
Agenda 7.12.11 (2)

CLERK OF BOARD USE ONLY: BOX M.G.

ITEM NO.

PIMA COUNTY COST: *$ 548,560.00*
and/or REVENUE TO PIMA COUNTY:$ *N/A*

FUNDING SOURCE(S): *US Department of Labor, Arizona Department of Economic Security, and other workforce fund source(s) obtained by Pima County*
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

[ ] ***YES*** [X] ***NO***

Board of Supervisors District:

1 [ ] 2 [ ] 3 [ ] 4 [ ] 5 [ ] All [XX]

IMPACT:

IF APPROVED:

With the assistance of the Contractor, Pima County will be able to provide workforce development services to local Pima County residents.

IF DENIED:

Without the assistance of the Contractor, workforce development services provided in Pima County may be jeopardized.

DEPARTMENT NAME: *Community Services Employment and Training*

CONTACT PERSON: *Ana Basurto* *TELEPHONE NO.:* *14-6764*

CONTRACT
NO. CT 12 0000000000000000 1
AMENDMENT NO.
This number must appear on all invoices, correspondence and documents pertaining to this contract.

PIMA COUNTY COMMUNITY SERVICES,
EMPLOYMENT AND TRAINING DEPARTMENT
SULLIVAN-JACKSON EMPLOYMENT CENTER (SJEC)
PROFESSIONAL SERVICES CONTRACT

Project Name:	Workforce Development Staff at Sullivan-Jackson Employment Center (SJEC)
Contractor:	SER-Jobs for Progress of Southern Arizona, Inc. Ernesto Urias 40 West 28th Street Tucson, Arizona 85713 (520) 624-8629 Fax 623-5754
Funding:	U.S. Department of Housing and Urban Development, Supportive Housing Programs: CASA, CASA for Families, La Casita, New Chance, Bridges, and Project Avent. Other funding sources include Social Services Block Grant - Title XX, the Department of Labor, Homeless Veterans' Reintegration Program, and Pima County General Funds
Contract Term:	July 1, 2011 to June 30, 2012
Amount:	$548,560.00

CONTRACT
This Contract entered between Pima County, a body politic and corporate of the State of Arizona, ("County") and SER-Jobs for Progress of Southern Arizona (SER), Inc. ("Contractor").

WHEREAS, County receives funds from the United States Department of Housing and Urban Development ("HUD") through a competitive grant under the McKinney-Vento Act to provide employment assistance to homeless individuals through the County's Sullivan-Jackson Employment Center (SJEC); and

WHEREAS, pursuant to A.R.S. § 11-254.04, County may appropriate and spend public monies for and in connection with activities that the County Board of Supervisors finds and determines will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the County inhabitants; and

WHEREAS, County finds that the provision of workforce development services is in the best interest of the residents of the County and therefore, requires the services of a Contractor qualified to provide such services to local residents; and

WHEREAS, County's Workforce Investment Board ("WIB") solicited Requests For Proposals ("RFP") of workforce development services under Pima County RFP No. CSET-02-04-08-WF; and

WHEREAS, Contractor has specialized training and expertise in providing workforce development services and has submitted an advantageous response to the County's RFP to provide workforce development services.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I – TERM/EXTENSION

A. This Contract shall commence on July 1, 2011 and shall terminate on June 30, 2012, unless sooner terminated or further extended pursuant to the provisions of this Contract. The County shall have the option to renew this Contract for up to one (1) 12-month periods or any portion thereof.

B. Any modification or extension of the contract termination date shall be by formal written amendment executed by the parties hereto.

C. Amendments to the Contract must be approved by the County, as required by the Pima County Procurement Code, before any services under the amendment commences.

ARTICLE II – SCOPE OF SERVICES

A. This Contract establishes the agreement under which Contractor will provide County with services in accordance with this Contract, **Attachment A** - Scope of Work, **Attachment B** – Definitions, **Attachment C** – Subgrantee's Warranties, and the provisions set forth below.

B. Contractor shall employ suitably trained and skilled personnel to perform all services under this Contract.

C. Contractor shall perform its duties under this Contract in a humane and respectful manner and in accordance with any applicable professional standards. Contractor shall obtain and maintain all applicable licenses, permits and authority required for its performance under this Contract.

D. Unless otherwise provided for herein, the personnel delivering Contract services shall be employees or volunteers of the Contractor and shall satisfy any qualifications and carry out any duties set forth in this Contract and shall be covered by personnel policies and practices of Contractor. Contractor's employees shall not be considered officers, employees or agents of the County. Contractor certifies that no individual or agent has been employed or retained to solicit or secure this Contract for commission, percentage, brokerage or contingent fee except a bona fide employee maintained by the Contractor to secure business.

E. County may require Contractor to attend relevant meetings. Contractor shall ensure the attendance at such meeting of persons performing services under this Contract when the County provides reasonable.

F. No program funded under this Contract shall impair existing contracts for services or collective bargaining agreements or be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and employer concerned.

ARTICLE III - COMPENSATION AND PAYMENT

A. **In consideration for the goods and services specified in this Contract, County agrees to pay Contractor in an amount not to exceed $548,560.00.** Costs for services will be as set forth in **Attachment A**.

B. Funding is from the U.S. Department of Housing and Urban Development, Supportive Housing Programs: CASA, CASA for Families, La Casita, New Chance, Bridges, and Project Avent. Other funding sources include Social Services Block Grant - Title XX, the Department of Labor, Homeless Veterans' Reintegration Program, and Pima County General Funds.

C. Request for payments must be submitted to the County, on invoices approved and signed by an authorized representative of the Contractor by the 3rd Friday of each month following the expenditure month. Invoices must be:

1. For services and costs as identified in Attachment A and must reference this contract number.
2. Supportable by documentation which Contractor shall provide to County upon request.
3. Verifiable by County representative.
4. In compliance with Office of Management and Budget (OMB) Cost Principles Circular A-122 for personnel costs.
5. Only for authorized expenses which are not paid or reimbursed by another Federal or grant revenue source. Contractor shall report to the County all other fiscal resources applied to expenses incurred in providing services under this Contract.

D. Contractor shall report to the County: accrued expenditures, any program income as defined in 29 CFR Part 97.25, and all other fiscal resources applied to expenses incurred in providing services under this Contract.

E. Changes between budget line items totaling:
   1. LESS than 15% of the total budget amount may be granted by and at the sole discretion of the County Community Services, Employment and Training (CSET) Department Director or designee following Contractor's submission of a written request provided that any proposed increase is offset by a decrease of equal value to the remaining line items; and there is no increase or decrease to the total operating budget; and
   2. MORE than 15% of the total budget requires a contract amendment.
   3. The change shall only become effective when approved and is effective on the date of the written authorization provided by the CSET Director or designee.

F. For payments to be issued to Contractor, Contractor must: (1) Complete and submit a W-9 Taxpayer Identification Number form (http://www.irs.gov/pub/irs-pdf/fw9.pdf), (2) Register as a Pima County Vendor (https://secure.pima.gov/procurement/vramp/login.aspx), and, (3) Fully execute a Contract with Pima County.

G. Payment by County will generally occur thirty (30) days from the date of invoice. Contractor should budget their cash needs accordingly.

H. Advances: County may advance funds allocated under this Contract only if the Director of the Community Services, Employment and Training Department finds that the advance is justified by extraordinary circumstances. Contractor's report of cumulative and projected expenditures and earnings in performance of this Contract, verified by County staff, shall accompany and support Contractor's advance request. Advance payments are a debt of Contractor to County. County shall not pay for activities and expenditures billed by Contractor under this Contract until the total amount payable by County exceeds the amount of outstanding advance payments. Unless, within thirty days after an advance payment, activities and expenditures billed by Contractor and payable by County under this Contract equal or exceed the amount of the advance payment, Contractor shall immediately repay the difference to County. Any Interest income in excess of $250 earned on funds advanced and deposited in interest bearing accounts shall be remitted annually.

I. Within 30 days of a request from County, Contractor shall submit to the County the portion of any payment, which exceeds the amount owed under this Contract, except as provided in paragraph above.

J. Interest income earned in excess of $250.00 annually must be returned in accordance with requirements at 29 CFR Part 95.22 (I) for non-profit organizations and institutions of higher education. For state, local governments, and tribal governments, interest income earned in excess of $100.00 annually must be remitted at least quarterly in accordance with 29 CFR Part 97.21 (I).

K. Program Income, Contractor shall:

1. Maintain accurate and complete records pertaining to all program Income,
2. Comply with directives issued by County with respect to the disposition of Program Income. Interest income earned in excess of $250 annually must be returned in accordance with requirements at 29 CFR Part 95.22 (I) for non-profit organizations and institutions of higher education. For state, local governments, and tribal governments, interest income earned in excess of $100 annually must be remitted at least quarterly in accordance with 29 CFR Part 97.21 (I).

L. Disallowed Charges or Cost principles shall be as follows:

1. The cost principle set forth in the Code of Federal Regulations (CFR), Title 48, Chapter 1, Part 31.201-6(e), (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under Contract provisions which provide for the reimbursements of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.
2. Contractor shall reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by County.

M. Funding and services of grant-funded programs are limited to the amount of funds allocated to and made available to County for this program. The maximum funding under this Contract is subject to availability and continuation of grant funding. This amount may be increased or decreased at any time due to reduction, termination, or any other change in funding.

N. For the period of record retention required under Article XXI - Books and Records, County reserves the right to question any payment made under this Article and to require reimbursement therefore by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

ARTICLE IV- INSURANCE

A. Contractor shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

1. Commercial General Liability in the amount of $1,000,000.00 **(if State of Arizona and/or Department of Economic Security grant funding $2,000,000.00 is required)** combined single limit Bodily Injury and Property Damage. The policy shall be endorsed to include coverage for sexual abuse and molestation. Pima County is to be named as an additional insured for all operations performed within the scope of the Contract between Pima County and Contractor;
2. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of $1,000,000.00 combined single limit or $1,000,000.00 Bodily Injury, $1,000,000.00 Property Damage;
3. If this Contract involves professional services, professional liability insurance in the amount of $1,000,000.00; and,
4. If required by law, workers' compensation coverage including employees' liability coverage.

B. Prior to performing any Work or receiving any payment pursuant to this Contract, Pima County CSET Dept. must have current Certificates of Insurance. All

Certificates of Insurance must provide for a guaranteed thirty (30) days written notice of cancellation, non-renewal or material change.

ARTICLE V – INDEMNIFICATION

A. Contractor shall indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

B. Contractor warrants that all products and services provided under this Contract are non-infringing. Contractor will indemnify, defend and hold Indemnitees harmless from any claim of infringement arising from services provided under this Contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

ARTICLE VI – COMPLIANCE WITH LAWS

A. Contractor shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

B. In addition, Contractor, as Subgrantee, warrants compliance with all applicable laws, regulations, requirements and special provisions, in carrying out its obligations pursuant to this Contract, as set forth in Attachment C, Subgrantee's Warranties.

ARTICLE VII – INDEPENDENT CONTRACTOR

The status of Contractor shall be that of an independent contractor. Neither, Contractor nor Contractor's officer agents, or employees shall be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor shall be solely responsible for its program development, operation, and performance.

ARTICLE VIII – SUBCONTRACTOR

Contractor will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

ARTICLE IX - ASSIGNMENT

Contractor shall not assign its rights to this Contract in whole or in part, without prior written approval of the County. Approval may be withheld at the sole discretion of the County, provided that such approval shall not be unreasonably withheld.

ARTICLE X - 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 may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which 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.

ARTICLE XI – AMERICANS WITH DISABILITIES ACT

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If Contractor is carrying out a government program or services on behalf of County, then Contractor shall maintain accessibility to the program to the same extent and degree that would be required by the County under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Contract.

ARTICLE XII – AUTHORITY TO CONTRACT

Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County shall not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.

ARTICLE XIII - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

ARTICLE XIV - CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511 the pertinent provisions of which are incorporated into this Contract by reference. In addition, Contractor agrees to comply with all applicable conflict of interest provisions contained in Federal and State laws and regulations that govern specific funding sources identified in the contract, including, but not limited to, those governing nepotism.

ARTICLE XV – TERMINATION/SUSPENSION

A. Termination for Convenience: County reserves the right to terminate this Contract at any time and without cause by serving upon Contractor 30 days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to Contractor shall be payment for services rendered prior to the date of termination.

B. Insufficient Funds: Notwithstanding Paragraph A above, if any state or federal grant monies used to pay for performance under this Contract are either reduced or withdrawn, County shall have the right to either reduce the services to be provided and the total dollar amount payable under this Contract or terminate the Contract. To the extent possible, County will

endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County shall not be liable to Contractor for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to Contractor shall be payment for services rendered prior to the date of termination to the extent that grant funds are available.

C. Termination for Cause: This Contract may be terminated at any time without advance notice and without further obligation to the County when the Contractor is found by County to be in default of any provision of this Contract.

D. Non-Appropriation: Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County shall have no further obligation to Contractor, other than for services rendered prior to termination.

E. Suspension: County reserves the right to suspend Contractor's performance and payments under this Contract immediately upon notice delivered to contractor's designated agent in order to investigate Contractor's activities and compliance with this Contract. In the event of an investigation by County, Contractor shall cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, Contractor will be notified in writing that the contract will be immediately terminated or that performance may be resumed.

ARTICLE XVI – NOTICE

A. Contractor shall give written notice of any change of corporate or entity status as promptly as possible and, in any event, within fifteen days after the change is effective. A change in corporate or entity status includes, but is not limited to, change from unincorporated to incorporated status and vice versa and any suspension or termination of corporate status based on failure to comply with all applicable federal, state, and local reporting requirements.

B. Any notice required or permitted to be given under this Contract shall be in writing and shall be served by delivery or by certified mail upon the other party as follows:

County:
Arthur Eckstrom, Director
Pima County Community Services
2797 E. Ajo Way
Tucson, AZ 85713

Contractor:
SER-Jobs for Progress of Southern Arizona
Attn: Ernesto Urias
40 West 28th Street
Tucson, Arizona 85713

ARTICLE XVII - NON-EXCLUSIVE CONTRACT

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

ARTICLE XVIII – OTHER DOCUMENTS

Contractor and County in entering into this Contract have relied upon information provided in the Continuum of Care Homeless Assistance Grant Application to HUD, and other information and documents submitted by the Contractor to County in response to said grant application. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract.

These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

ARTICLE XIX - REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE XX - SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

ARTICLE XXI – BOOKS AND RECORDS

A. Contractor shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of County, whichever is later.

B. In addition, Contractor shall retain all records relating to this contract at least 5 years after Contractor submits its single or last expenditure report or until completion of any action and resolution of all issues which arise from any related litigation, claim, negotiations, audit or other action involving the records that was started before the expiration of the 5-year period.

ARTICLE XXII - AUDIT REQUIREMENTS

A. Contractor shall:

1. Establish and maintain a separate, identifiable accounting of all funds provided by County pursuant to this Contract. Such records shall record all expenditures which are used to support invoices and requests for payment from the County under this Contract.
2. Establish and maintain accounting records which identify the source and application of any funds not provided under this Contract used to support these Contract activities.
3. All accounting records must meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
4. Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.
5. Assure that any audit conducted pursuant to this Contract is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of the audit required pursuant to this Article, unless a different time is specified by County. The audit submitted must include Contractor responses, if any, concerning any audit findings.
6. Pay all costs for any audit required or requested pursuant to this Article, unless the cost is allowable for payment with the grant funds provided pursuant to this Contract under the appropriate federal or state grant law and the cost was specifically included in the Contractor grant budget approved by County.
7. County audit requirements applicable to all contracts are as follows:
   a. If total expenditures are GREATER than $100,000, but less than $500,000, then a program-specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required annually.

b. If total expenditures are LESS than $100,000, but at least $50,000, then a program-specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required bi-annually.

c. Agencies with total expenditures LESS than $50,000 do not have an annual federal audit requirement.

8. Timely submit the required or requested audit(s) to:

Arthur Eckstrom, Director
Community Services, Employment & Training Dept.
2797 E. Ajo Way, 3rd Floor
Tucson, AZ 85713

B. If Contractor is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, Contractor shall comply with the applicable audit requirements set forth in A.R.S. § 11-624, "Audit of Non-Profit Corporations Receiving County Monies," which states in part:

1. Each nonprofit corporation or local government organization that receives in excess of $100,000 in County assistance in any fiscal year shall file for each such fiscal year at the corporation's expense with the board of supervisors either audited financial statements prepared in accordance with federal single audit regulations or financial statements prepared in accordance with generally accepted accounting principles and audited by an independent certified public accountant.
2. Each nonprofit corporation or local government organization receiving $50,000 to $100,000 in County assistance in any fiscal year shall file biennially at the corporation's expense with the County's Board of Supervisors either an audited annual financial statement for the most recently completed even-numbered year prepared in accordance with federal single audit regulations or a financial statement for the most recently completed even-numbered year prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.
3. Each nonprofit corporation receiving less than $50,000 in county assistance in any fiscal year shall comply with contract requirements concerning financial and compliance audits contained in contract agreements governing such programs.

C. If Contractor is a government entity, Contractor shall comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within ninety (90) days following the end of Contractor's fiscal year.

D. If Contractor is receiving federal funds under this Contract, and Contractor is a state or local government or non-profit organization, Contractor shall provide an annual audit which complies with the requirements of the most recent version of OMB Circular A-133 "Audits of State and Local Governments and Non-Profit Organizations."

ARTICLE XXIII - CONFIDENTIALITY

Contractor shall maintain all client and applicant files confidential and shall provide access to these files only to persons properly authorized. Contractor shall observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services.

ARTICLE XXIV - COPYRIGHT

Neither Contractor nor its officers, agents or employees shall copyright any materials or products developed through contract services provided or contract expenditures made under this Contract without prior written approval by the County. Upon approval, the County shall have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use

of any copyrighted material.

ARTICLE XXV- PROPERTY OF THE COUNTY

A. Contractor is not the agent of County for any purpose and shall not purchase any materials, equipment or supplies on the credit of the County. Contractor shall comply with OMB Circular No. A-122, "Cost Principals for Non-Profit Organizations" (if Contractor is a non-profit corporation), OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," and any other applicable regulations.

B. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the County. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else, nor shall the Contractor use or release these materials without the prior written consent of the County.

ARTICLE XXVI – DISPOSAL OF PROPERTY

Upon the termination of this Agreement, all property involved shall revert back to the owner. Termination shall not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to this Agreement.

ARTICLE XXVII - COORDINATION

On matters relating to the administration of this Contract, County shall be Contractor's contact with all Federal, State and local agencies that provide funding for this Contract.

ARTICLE XXVIII - ACCOUNTABILITY

To the greatest extent permissible by law, County, and any authorized federal, state or local agency, including, but not limited to, the State of Arizona, the U.S. Department of Labor, and the Comptroller of the United States shall at all reasonable times have the right of access to Contractor's facility, books, documents, papers, or other records which are pertinent to this Contract, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating Contractor's performance and Contractor's compliance with this Contract. This provision shall be included in all contracts between Contractor and its subcontractors providing goods or services pursuant to this Contract. Contractor shall be responsible for subcontractors' compliance with this provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with this provision.

ARTICLE XXIX – PUBLIC INFORMATION

A. Pursuant to A.R.S. § 39-121 *et seq.*, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and, upon request, is subject to release and/or review by the general public including competitors.

B. Any records submitted in response to this solicitation that respondent believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by respondent prior to the close of the solicitation.

C. Notwithstanding the above provisions, in the event records marked "CONFIDENTIAL" are requested for public release pursuant to A.R.S. § 39-121 *et seq.*, County shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the respondent of the request for release, unless respondent has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this

paragraph, the day of the request for release shall not be counted in the time calculation. Respondent shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

D. County shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall County be in any way financially responsible for any costs associated with securing such an order.

ARTICLE XXX – ELIGIBILITY FOR PUBLIC BENEFITS

AGENCY shall comply with applicable provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, which are hereby incorporated as provisions of this Contract to the extent such provisions, are applicable.

ARTICLE XXXI – LEGAL ARIZONA WORKERS ACT COMPLIANCE

A. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

B. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

C. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

D. Contractor shall advise each subcontractor of County's rights, and the Subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

E. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE XXXII - SCRUTINIZED BUSINESS OPERATIONS

Pursuant to A.R.S. §§ 35-391.06 and 393.06, contractor hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by contractor may result in action up to and including termination of this contract.

ARTICLE XXXIII - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PIMA COUNTY

Ramón Valadez

Chair, Board of Supervisors

JUL 12 2011

Date

ATTEST

Lori Godoshian

Clerk, Board of Supervisors

APPROVED AS TO CONTENT

Community Services, Employment & Training Director

APPROVED AS TO FORM

Karen S. Friar

Deputy County Attorney

CONTRACTOR

Authorized Officer Signature

Please print name

Director

Title

24 June 2011

Date

ATTACHMENT A

SCOPE OF WORK

SER – Jobs for Progress

WORK STATEMENT NO. 1
PROGRAM: SULLIVAN-JACKSON EMPLOYMENT CENTER (SJEC) STAFF

A. Program Overview

Contractor shall provide qualified staff for the positions set forth in Paragraph C(3) below to be dedicated to and housed at the Sullivan-Jackson Employment Center (SJEC). Staff shall assist County eligible, homeless clients by providing employability skills training, vocational skills training supervision, transitional housing, client financial assistance or other supportive services. Specific staff assignments, job titles and locations shall be determined by the County.

B. Program Goals

Contractor shall assist eligible, homeless clients to obtain employment by providing case management, employability skills training, vocational skills training supervision, job development and job placement assistance or other supportive services as authorized by the Community Services Employment and Training (CSET) Department Director.

C. Program Activities

1. County shall:
   a. Determine eligibility of participants referred to the SJEC;
   b. Establish schedules, guidelines and expectations for Contractor's staff;
   c. Assign other tasks to the Contractor's staff at SJEC in coordination with the Contractor;
   d. Provide Contractor with a schedule of times and places where intake will be conducted at a location other than SJEC as well as at the SJEC;
   e. Refer eligible participants to appropriate SJEC staff; and
   f. Provide workspace, phone, computer, and office supplies.
2. Contractor shall assure that:
   a. It has a **written grievance process** is established to provide all applicants and participants with the opportunity for a fair hearing for grievances and all applicants and participants are advised of their right to present to the County and/or to the State any grievances arising from the delivery of contracted services, including but not limited to ineligibility determination, service reduction, suspension and/or termination, or quality of service.
   b. It maintains a list of all applicants and reason for selection or non-selection and of all participants and their subsequent activities.
   c. Unless otherwise specified in the services of this Contract, participation in programs and activities financially assisted in whole or in part by this Contract shall be open to citizens of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the Attorney General to work in the United States.
   d. An Individual selected for participation in programs funded under this Contract, must be in need of the services offered by Contractor. County reserves the right to retain final control over the selection of participants served under this Contract.

e. No currently employed worker shall be displaced by any program participant, including partial displacement such as a reduction in the hours of non-overtime work or a reduction of employment benefits. Contractor shall prohibit such displacement in all subcontracts.

f. SJEC participants shall not be employed on the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or as a place for religious worship.

g. SJEC participants engaged in activities that are not covered under the Occupational Safety and Health Act of 1970 shall not be required or permitted to work, be trained, or receive services in buildings or surroundings under which working conditions are unsanitary, hazardous or dangerous to the participants' health or safety. SJEC participants employed or trained for inherently dangerous occupations, e.g. fire or police jobs, shall be assigned to work in accordance with reasonable safety practices.

3. Contractor shall provide the following staff upon request by the County:
   a. One (1) FTE, Intake Specialist,
   b. Four (4) FTE, Employability Skills Instructor and Substitute Instructor,
   c. Two (2) FTE, Case Managers,
   d. One (1) FTE , Job Developer/Employment Specialist,
   e. One (1) FTE, Outreach Specialist,
   f. One (1) FTE, Receptionist, and
   g. One (1) FTE, Management Information Specialist.

4. Contractor shall work with County to insure performance by the staff assigned pursuant to this Contract.
   a. Contractor's staff must:
      i. Adhere to County holiday schedule.
      ii. Attend SJEC staff meetings.
      iii. Submit vacation requests to and obtain approval from both the Contractor and the SJEC Supervisor.
      iv. Call the SJEC Supervisor if he or she will be out due to illness.
      v. Participate in SJEC program training and other activities, as assigned.

   b. In relation to the staff assigned to the SJEC pursuant to this Contract, Contractor shall:
      i. Provide each staff member with a job description that is compatible with the County's job description for the same position. This job description must be acknowledged and signed by staff and be kept in the person's personnel file.
      ii. Review with each staff member the person's career goals, education, and experience and develop a career plan that defines training needs for the achievement of the career goals.
      iii. Work with the SJEC Supervisor to evaluate the performance of each staff member.
      iv. Give the SJEC Supervisor a schedule of all of the Contractor's meetings that each staff member must attend.
      v. Assure that at least one member of County's SJEC staff participates in the interview process for selecting staff to be assigned to the SJEC.
      vi. Not fill a vacancy that occurs, unless and until Contractor receives written approval from the Director or designee of CSET Dept.

5. Contractor shall provide the following staff:
   a. **1 – FTE Intake Specialist job duties shall include:**
      i. Assist clients in documenting program eligibility status;
      ii. Screen client eligibility;
      iii. Interview and assess client situation, needs and job readiness;
      iv. Work with other staff and agencies in planning client needs;
      v. Maintain case records and prepare periodic reports; and,
      vi. Performance of 850 intakes a year.

   b. **4 – FTE Employability Skills Instructor and Substitute Instructor job duties shall include:**
      i. Conduct workshops covering innovative job search strategies for clients seeking employment;
      ii. Assess clients probable success in job search;
      iii. Complete reports on clients performance, behavior and attendance during class;
      iv. Make recommendations of clients success in extended training programs;
      v. Assist clients on an individual basis with questions and problems arising from self-directed job search; and,
      vi. Provide six (6) workshops each month.

   c. **2 – FTE Case Manager job duties shall include:**
      i. Provide case management for youth enrolled in the HUD Supportive Housing Programs;
      ii. Provide case management for adults enrolled in the HUD Supportive Housing Programs;
      iii. Manage cases per requirements of funding source in which client is enrolled;
      iv. Develop individual employment plans for each participant;
      v. Place person in a job consistent with the client's employment plan;
      vi. Monitor client's job training and job placement performance; and,
      vii. Ensure a minimum case load of 60 participants per Case Manager at all times, unless written permission has been granted by the SJEC Supervisor for a smaller caseload. The caseload is defined as the number of participants the case manager has enrolled into an authorized activity under the funding source, who have not exited from the program supported by the funding source.

   d. **1 – FTE Job Developer/Employment Specialist job duties shall include:**
      i. Be responsible for all activities in the job search component of the SJEC;
      ii. Provide supervision and technical assistance to job search clients using a supervised, self-directed job search model for securing employment for homeless populations;
      iii. Provide technical assistance to SJEC job search clients experiencing difficulty while participating in self-directed job search activities;
      iv. Monitor phone room activities of SJEC clients participating in job search activities;
      v. Prepare weekly written job search assessments for each SJEC job search participant;
      vi. Review Individual Service Strategy Report for each SJEC job search client;

vii. Hold weekly job search orientations for new SJEC clients;
viii. Verify job placement information on each client and submit documentation to case management and MIS files;
ix. Refer job search clients to case management for employment-related supportive services, as needed, to support employment objectives; and,
x. Attend weekly SJEC staff meetings.

e. 1 – FTE Outreach Specialist job duties shall include:
i. Conduct immediate needs assessment of homeless people and make referrals to appropriate services;
ii. Ensures that appropriate community resources are made available to homeless participants, either by in person, on phone, or by written material;
iii. Refer to substance abuse treatment centers, as needed, emergency service providers, and food assistance; and,
iv. Follow a case management model when referring participants to employment and training assistance.

f. 1 – FTE Receptionist job duties shall include:
i. Take incoming calls and route to staff or take messages;
ii. Schedule client intake appointments;
iii. Provide information and referral services;
iv. Refer walk-in traffic to appropriate staff; and,
v. Record all information required on the intake appointment schedule.

g. 1 – FTE Management Information Specialist job duties shall include:
i. Provide Homeless Management Information System (HMIS) data entry of all client and program information services;
ii. Maintain continuous and timely flow of information and documentation;
iii. Attend monthly HMIS committee meetings;
iv. Attend HMIS user trainings;
v. Compile and prepare monthly, quarterly, and annual program reports;
vi. Review all files for accuracy, completeness and all required documentation for program eligibility from all funding sources;
vii. Complete weekly WIA intake applications with each enrolled participant; and
viii. Coordinate information in data systems used by SJEC with information required by CSET's data systems.

D. Program Location
County One Stop Career Center – SJEC, 300 E. 26th St.

E. Target Population
Contractor's staff shall work with homeless men, women, families, and youth in Pima County.

F. Budget
1. Contractor shall be paid on a Cost Reimbursement basis, as follows:

Budget Line Item	Amount
Salaries and Fringe	$425,933.00
Travel-local*	4,500.00

Travel out of County*	2,700.00
Staff Development	3,000.00
Administration	42,372.00
Total	**$478,505.00**

2. End of year budget modifications need to be submitted 45 days prior the termination date of the contract.

G. Reports

1. Contractor shall provide the County the following reports:
   a. Monthly reports of intakes "intake logs," enrollments and participant activities "client logs," and program performance "summary reports" are due by the 5th working day of each month.
   b. Monthly invoices (payment requests) for compensation earned and costs incurred are due by the 5th working day of each month.
   c. A **preliminary financial closeout** report is due within two (2) weeks of the June 30 of the end of County fiscal year (June 30) or sooner if notified by County.
   d. A **final closeout report** on forms provided by County is due within thirty (30) days after the end of the term of this Contract, unless County notifies Contractor of a different time period.
   e. A **final program report** of client activities, including a list of clients to be carried over, is due within ten (10) days after the end of the term of this Contract, unless County notifies Contractor of a different time period.
   f. Evaluation activities requested by the Federal requirements.
   g. Other reasonable records and reports as required by the Director or designee of the CSET Dept.

WORK STATEMENT NO. 2
Title: Support Services

A. Program Overview

Contractor shall provide supportive services to assist in overcoming employment barriers to eligible homeless participants in linkage with the Pima County Sullivan-Jackson Employment Center (SJEC). Support services shall include, but are not limited to, obtaining child care, employment assistance, outpatient health services, case management, assistance in locating and accessing permanent housing, transportation, and counseling.

B. Program Activities

Contractor shall provide support services for Sullivan-Jackson participants and utilize the establish voucher system to provide for support services. All services must be described on an authorized voucher and signed by a SJEC Supervisor, and case manager, and must follow policies and procedures.

C. Budget

Budget Line Item	Amount
Support Services	$61,752.00
Administration Cost	8,303.00
Total	**$70,055.00**

ATTACHMENT B

DEFINITIONS

1. "Aftercare" means continued, active intervention at post-placement or after participation in a program to effect continued progress.

2. Applicant" means a person who has applied for but not received any services beyond basic assessment, information and referral, and labor exchange.

3. "Case Management" means a process of assessing, case planning, advocating, monitoring and evaluating. More specifically it is the process of assessing the entire individual situation and family needs, developing goals and setting up specific plans and tasks to meet those goals, including revising and amending goals as needed and evaluating the progress made. The case planning process involves the client and is guided by the case manager.

4. "Eligible" refers to an applicant who meets all Federal, State, and County eligibility requirements for the program being funded under this Contract and declared eligible and enrolled in a program authorized under this Contract and who is receiving services authorized under this Contract.

5. "Extended Training" means academic remediation, GED preparation, participation in public education at an appropriate level, vocational skills training, apprenticeship, on-the-job training or a combination of two or more of the training options.

6. "Follow-up" means intervention following program completion to track maintenance of goals and objectives.

7. "Full-time Employment" means 40 hours per week of employment for which compensation is received.

8. "HUD" means the United States Department of Housing and Urban Development.

9. "IHSSP" means Individual Housing and Supportive Services Plan or any equivalent participant assessment and service planning document which includes a case plan and an employment development plan.

10. "Life Skills" means the provision of life management instruction required for daily function; communication and interpersonal skills; accessing community resources.

11. "Program Income" means gross income, including interest, received by Contractor, or a subcontractor, and directly generated by activities supported by funds provided under this Contract. Program Income includes, but is not limited to, earned income, loan processing/packaging fees, service fees, fund-raising activities, sales, usage or rental fees, and royalties.

12. "Real Property Leasing" also, referred to as HUD rental assistance, means leasing and/or payment of individual residential housing units (in compliance with HUD 24 CFR 583.11) for eligible homeless clients. The amount of assistance and number of units of housing to each subcontractor is established in the Technical Submission submitted to HUD, made part of the IGA between Pima County and HUD.

13. "Self-Sufficiency" means the ability to maintain oneself without outside aid. The capability of providing for the needs of self and minor dependents.

14. "Supportive Services" means services that facilitate movement towards and maintenance of self-sufficiency and or independence through full-time employment. Supportive Services may include, but are not limited to, child care, employment assistance, outpatient health services, case management, assistance in locating and accessing permanent housing, transportation, and counseling.

15. "Transitional Employment" means short-term job training with public or private for-profit firms with employment opportunities to aid participant in acquiring soft skills such as attendance, getting along with co-workers, and learning the appropriate work attitudes and behaviors. Also, service that assist participants in maintaining and or upgrading employment.

16. "Transitional Housing" means housing up to 24 months that facilitates movement towards self-sufficiency. Additionally, under HUD SHP funding, transitional housing charges the participant a portion of the rent.

17. "Unsubsidized Permanent Housing" means housing that an individual/family lives in for a self determined period of time.

ATTACHMENT C

SUBGRANTEE'S WARANTIES

Contractor certifies, as evidenced by the signature (initials), that in carrying out its obligations pursuant to this Contract, it shall comply with applicable laws, regulations, requirements and special provisions, as follows:

1. HUD Regulations 24 CFR Part 583, Supportive Housing Program
2. Arizona Department of Economic Security Special Terms and Conditions
3. Workforce Investment Act, P.L. 105-220, and regulations adopted pursuant to that Act, including 20 CFR Part 652, et al, and 29 CFR Part 37
4. Wagner-Peyser Act
5. 29 CFR Part 95, Uniform Administrative Requirements for Institutions of Higher Education, Hospitals, and other Non-Profit Organizations
6. 29 CFR Part 96, Single Audit Act
7. OMB Circular A-122, Cost Principles for Non-Profit Organizations
8. FINGERPRINTING, including but not limited to A.R.S. § 46-141, for services provided to youth and vulnerable adults, to the extent that such provisions are applicable due to statute, case law, County contract or other legal authority. "Vulnerable adult" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment.
9. BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY including but not limited to A.R.S. § 8-804. Background checks through the Central Registry shall be conducted:
   a. If providing direct services to children or vulnerable adults, to the extent that such provisions are applicable due to statute, case law, County contract or other legal authority.
   b. For each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients.

   If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients. These requirements shall apply throughout the full term of the contract. The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.
10. CHILD LABOR LAWS, including, but not limited to A.R.S. § 23-230 *et seq*, to the extent that such provisions are applicable due to statute, case law, County contract or other legal authority.
11. Contractor certifies that no funds provided pursuant to this Contract shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office. No funds provided pursuant to this Contract shall be used to transport voters or prospective voters to and from the polls or render similar assistance in connection with any such election or any voter registration activity.

12. DEBARMENT AND SUSPENSION; DRUG FREE WORKPLACE, 29 CFR Part 98 and Executive Order 12549, Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for Debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
13. 29 CFR Part 93 LOBBYING CERTIFICATION, Contractor certifies that no federal funds have been paid or will be paid, by or on behalf of the contractor to any person or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
14. NONDISCRIMINATION AND EQUAL OPPORTUNITY REQUIREMENTS, including but not limited to ARS § 41-1461 et seq., Executive Order 2009-09, and 29 CFR Parts 30, 31, 32, 33, 34, 36 and 37, the Contractor shall provide equal employment opportunities for all persons, regardless of race, color, religion, creed, sex, age, national origin, disability or political affiliation.
15. CLEAN AIR & CLEAN WATER ACT, Contractor certifies 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), to the extent that such provisions are applicable due to statute, case law, County contract or other legal authority.
16. ENERGY POLICY AND CONSERVATION ACT, Contractor certifies compliance 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), to the extent that such provisions are applicable due to statute, case law, County contract or other legal authority.
17. COPELAND "ANTI-KICKBACK" ACT, Contractor certifies compliance with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in the Department of Labor regulations (29 CFR part 3). In as such this regulation applies to all contracts and sub grants for construction or repair, to the extent that such provisions are applicable due to statute, case law, County contract or other legal authority.
18. DAVIS-BACON ACT, Contractor certifies compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) when required by Federal grant program legislation, to the extent that such provisions are applicable due to statute, case law, County contract or other legal authority.
19. ENVIRONMENTAL TOBACCO SMOKE, Public Law 103-227, Part C, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education or library services to children under the age of 18 if the services are funded by a Federal grant, contract, loan or loan guarantee.