

CITY OF PHOENIX

**Professional Services Contract
Youth Workforce Development Services**

Valley of the Sun Young Men's Christian Association

Contract No. 154387--0

**David Chavez
Human Services Department
200 W. Washington Street, 19th Floor
Phoenix, AZ 85003
602-262-7303**

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**PROFESSIONAL SERVICES CONTRACT
BETWEEN
THE CITY OF PHOENIX
AND
Valley of the Sun Young Men's Christian Association**

This **CONTRACT** is made and entered into this 1st day of April, 2021 ("**Commencement Date**") by and between the City of Phoenix, Arizona, a municipal corporation of the State of Arizona (hereinafter referred to as "**City**") and **Valley of the Sun Young Men's Christian Association**, (hereinafter referred to as "**Contractor**").

RECITALS

1. The City Manager of the City of Phoenix, Arizona, is authorized by the provisions of the City Charter to execute contracts for professional services.
2. The City desires to obtain the services that are specifically set forth in this Contract.
3. The City procured these professional services in accordance with Administrative Regulation 3.10.
4. Contractor possesses the skills and expertise necessary to provide such services as desired by the City.
5. This Contract is authorized by City Council Ordinance S-47403 dated March 17, 2021.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. **TERM OF CONTRACT**

- A. This Contract shall begin on the Commencement Date and shall have an initial term fifteen (15) months ("**Term**"), with four (4) option[s] to extend the Term for one year [each], which option[s] may be exercised at the sole discretion of the City.
- B. This Contract shall terminate upon the earliest occurrence of any of the following:
 1. reaching the end of the Term and any extensions exercised as set forth in 1(A);

2. completing the services set forth in the Scope of Work attached as **Exhibit A** (the “Services”);
3. payment of the maximum compensation under Paragraph 2 of this Contract, unless it is amended to allow additional compensation; or
4. termination pursuant to the provisions of this Contract.

2. PAYMENT

- A. The total amount to be remitted by the City to Contractor for all Services satisfactorily performed under this Contract shall not exceed **\$1,750,000.01**, as specified in the Fee Schedule (**Exhibit B**), with no additional charges for overhead, benefits, local travel or administrative support. Payments shall be made in proportion to the Services performed and no more than ninety percent (90%) of the total contract price shall be paid before the work is totally completed and accepted by the City.
- B. Contractor shall email monthly invoices to hsd.invoices@phoenix.gov on or before the 15th of every month in compliance with ARIZONA@WORK City of Phoenix Guidance Letter 18-006 (Guidelines for Subcontract Invoicing and Backup Documentation), as amended. Each monthly invoice shall be accompanied with itemized receipts. The monthly invoice shall be submitted free of mathematical errors and/or missing supporting documentation Failure of City to identify an error does not waive any of the City’s rights.

3. SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS

Contractor will provide services that will be in accordance with the Scope of Work as set forth in **Exhibit A**, which may be supplemented with additional detail from time to time during the term of the Contract, and that are satisfactory to the City. In performing these services, Contractor shall also specifically comply with the applicable Supplemental Terms and Conditions that are set forth in **Exhibit D**. Contractor will provide progress reports to the Human Services Department according to a mutually agreed-upon schedule.

4. INDEMNIFICATION OF CITY AGAINST LIABILITY

Contractor (“Indemnitor”) must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors (“Indemnitor’s Agents”) arising out of or in connection with this Contract. This defense and indemnity obligation includes holding

Indemnatee harmless for any Losses arising out of or recovered under any state's Workers' Compensation Law or arising out of the failure of Indemnitor or Indemnitor's Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor's duty to defend Indemnatee accrues immediately at the time a claim is threatened or a claim is made against Indemnatee, whichever is first. Indemnitor's duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnatee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnatee's own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Indemnitor waives all rights of subrogation against Indemnatee for losses arising from the work performed by Indemnitor or Indemnitor's Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

5. INSURANCE

Contractor and subcontractors shall deliver to the City, prior to commencement of the Services provided under this Contract, a certificate of insurance acceptable to the City in the amounts and form specified in **Exhibit C**. Failure of Contractor and subcontractors to maintain insurance during the term of the Contract, including renewal options, is a material breach and may result in immediate termination of this Contract without notice. Insurance requirements are subject to periodic review and adjustment by the City.

6. INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT DISCLAIMER

- A. The parties agree that Contractor is providing the Services under this Contract on a part-time and/or temporary basis and that the relationship created by this Contract is that of independent contractors. Neither Contractor nor any of Contractor's agents, employees or helpers shall be deemed to be the employee, agent, or servant of the City. The City is only interested in the results obtained under this Contract; the manner, means and mode of completing the same are under the sole control of Contractor.
- B. This Contract is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Contract. The parties agree that no individual performing under this Contract on behalf of Contractor will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules shall accrue to such individual. Contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold harmless the City with respect thereto.

7. LEGAL WORKER REQUIREMENTS

The City is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, Contractor agrees that:

- A. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214, subsection A.
- B. A breach of warranty under paragraph A shall be deemed a material breach of the Contract and is subject to penalties up to and including termination of the Contract.
- C. The City retains the legal right to inspect the papers of the Contractor or subcontractor employee(s) who work(s) on this Contract to ensure that Contractor or subcontractor is complying with the warranty under paragraph A.

8. CONFIDENTIALITY AND DATA SECURITY

- A. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Contract is confidential, proprietary information owned by the City. Except as specifically provided in this Contract, the Contractor shall not disclose data generated in the performance of the Services to any third person without the prior written consent of the City Manager, or his/her designee.
- B. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.
- C. In the event that data collected or obtained by the Contractor in connection with this Contract is believed to have been compromised, Contractor shall notify the City Privacy Officer immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.
- D. Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor/sub consultant agreements entered into by the

Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Contract without notice.

- E. The obligations of Contractor under this Section shall survive the termination of this Contract.

9. CONTACTS WITH THIRD PARTIES

Contractor or its subcontractors shall not contact third parties to provide any information in connection to the Services provided under this Contract without the City's prior written consent. Should Contractor or its subcontractors be contacted by any person requesting information or requiring testimony relative to the Services provided under this Contract or any other prior or existing Contract with the City, Contractor or its subcontractors shall promptly inform the City giving the particulars of the information sought and shall not disclose such information or give such testimony without the written consent of the City or court order. The obligations of Contractor and its subcontractors under this Section shall survive the termination of this Contract.

Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Contract without notice.

10. NON-DISCRIMINATION

Contractor shall comply with Section 188 WIOA Nondiscrimination and Equal Opportunity regulations and all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age sex, religion, disability, handicap, sexual orientation or for exercising and rights afforded by law.

11. EQUAL EMPLOYMENT OPPORTUNITY

- A. To do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor will direct any questions about these requirements to the City's Equal Opportunity Department at (602) 262-6790.
- B. Any Contractor in performing under this Contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit

an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts or job-Consultant agreements entered into by Contractor. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

- C. Documentation: Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.
- D. Monitoring: The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

12. AUDIT/RECORDS

The City reserves the right, at reasonable times, to audit Contractor's books and records relative to the performance of service under this Contract. All records pertaining to this Contract shall be kept on a generally accepted accounting basis for a period of three (3) years following termination of the Contract.

13. COMPLIANCE WITH LAWS

Contractor shall comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Contract. If a subsequently enacted law imposes substantial additional costs on Contractor, a request for an amendment may be submitted pursuant to Paragraph 15.

14. CONTRACTOR AND SUBCONTRACTOR WORKER BACKGROUND SCREENING

Contract Worker Background Screening. Contractor agrees that all Contractor and subcontractors' workers (collectively "Contract Worker(s)") pursuant to this Contract will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless otherwise provided for in the Scope of Work. Contractor's Background Screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the Background Screening is necessary to preserve and protect public health, safety and welfare.

- A. Background Screening Risk Level: The City has established two levels of risk: Standard and Maximum. If the scope of work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens.
- B. Terms of This Section Applicable to all Contractor's Contracts and Subcontracts: Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this contract.
- C. Materiality of Background Screening Requirements; Indemnity: The background screening requirements are material to City's entry into this agreement and any breach of these provisions will be deemed a material breach of this Contract. In addition to the indemnity provisions set forth in this Contract, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Contract. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Contract or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Contract.
- D. Continuing Duty; Audit: Contractor's obligations and requirements will continue throughout the entire term of this Contract. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's records.
- E. Current Risk Level: The current risk level and background screening required is **MAXIMUM RISK**. A maximum risk background screening will be performed every five years when the Contract Worker's work assignment will:
 - Work directly with vulnerable adults or children, (under age 18); or

- Any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
 - Unescorted access to:
 1. City data centers, money rooms, high-value equipment rooms; or
 2. Private residences; or
 - Access to critical infrastructure sites/facilities; or
 - Direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.
- F. Requirements: The background screening for maximum risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the State of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire. In addition, Maximum screening levels may require additional checks as included herein, depending on the scope of work, and may be amended if the scope of work changes.
- G. Contractor Certification; City Approval of Maximum Risk Background Screening: Unless otherwise provided for in the Scope of Work, Contractor will be responsible for:
- Determining whether Contract Worker(s) are disqualified from performing work for the City for maximum risk level background checks; and,
 - Submitting pass/fail results to the City for approval; and,
 - Reviewing the results of the background check every three to five years, dependent on scope; and,
 - to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
 - Submitting the list of qualified Contract Workers to the contracting department; and,
 - If, upon review of the background information, the City will advise the Contractor if it believes a Contract Worker should be disqualified. The Contractor will evaluate the Contract Worker and if the Contractor believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Contractor will discuss those circumstances with the contracting department. The contracting department decision on disqualification of a Contract Worker is final.
 - For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Contract apply.
 - By executing this Contract, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current.

- The City's final documented decision will be an "approve" or "deny" for identified Contract Workers.
 - The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Contractor, or any contracted agency that assists with review, after the City's completed review.
 - By executing this Contract, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.
 - The City may, in its sole discretion, accept or reject any or all the Contract Workers proposed by Contractor for performing work under this Contract. A Contract Worker rejected for work at a maximum risk level under this Contract will not be proposed to perform work under other city contracts or engagements without the City's prior written approval.
- H. Fingerprinting. The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety. For reference, these provisions include, but are not limited to, the following:
- Contractor agrees to comply with A.R.S. § 46-141 which states that contracts entered into for the provision of services to juveniles shall provide that, as a condition of employment, personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles, shall have a valid class one or class two fingerprint clearance card issued pursuant to Title 41, Chapter 12, Article 3.1, or shall apply for a class one or class two fingerprint clearance card within seven working days of employment.
 - Contractor will assume the costs of fingerprint checks OR may charge these costs to its personnel who require fingerprinting. City may allow all or part of the costs of fingerprint checks to be included as an allowable cost. Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor, and who has contact with juveniles, certifies pursuant to the 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.
 - Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify whether they are awaiting trial or have ever been convicted of any of the offenses described in A.R.S. § 46-141(F) (as may be amended).
 - Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify whether they have ever committed any act of sexual abuse of a

child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.

I. Background Checks for Employment through the Central Registry

- The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- Contractor will 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:
- Any person who applies for a contract with Arizona and that person's employees.
 - All employees of a Subawardee (Contractor).
 - A Subawardee of a Subawardee (Contractor) and the Subawardee(s) employees; and
 - Prospective employees of the Subawardee (Contractor) at the request of the prospective employer (City).
- 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.
- 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.
- 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 the City whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- A person awaiting receipt of the Central Registry Background Check may provide direct services to City clients after completion and submittal of the Direct Service Position certification form if the certification states:
 - The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
 - 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.
- 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 City clients.
- Contract 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 this Contract.

15. AMENDMENTS

Whenever an addition, deletion or alteration to the Services described in **Exhibit A** substantially changes the Scope of Work thereby materially increasing or decreasing the cost of performance, a supplemental agreement must first be approved in writing by the City and Contractor before such addition, deletion or alteration shall be performed. Changes to the Services may be made and the compensation to be paid to Contractor may be adjusted by mutual agreement, but in no event may the compensation exceed the amount authorized without further written authorization. It is specifically understood and agreed that no claim for extra work done or materials furnished by Contractor will be allowed except as provided herein, nor shall Contractor do any work or furnish any materials not covered by this Contract unless first authorized in writing. Any work or materials furnished by Contractor without prior written authorization shall be at Contractor's risk, cost and expense, and Contractor agrees to submit no claim for compensation or reimbursement for additional work done or materials furnished without prior written authorization.

16. NON-ASSIGNABILITY

This Contract is in the nature of a personal services contract and Contractor shall have no power to assign its rights and obligations under this Contract without the prior written consent of the City. Any attempt to assign without such prior written consent shall be void.

17. NO ORAL ALTERATIONS

No alteration or variation of the terms of this Contract shall be binding on the parties herein unless such alteration or variation is in writing and signed by each of the parties to this Contract. No oral understanding or agreement not incorporated in this Contract shall be binding on any of the parties herein.

18. NOTICES

Any notice, consent or other communication ("Notice") required or permitted under this Contract shall be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) sent via facsimile transmission; (4) deposited with any commercial air courier or express delivery service; or (5) deposited in the United States mail, postage prepaid.

If to Contractor:

Libby Henry
Valley of the Sun YMCA
350 N 1st Avenue
Phoenix, AZ 85003
Telephone: 602-212-6042
E-Mail: libby.henry@vosymca.org

If to City:

If Program Related:

Vanessa Quintana	David Chavez
City of Phoenix	City of Phoenix
Human Services Department	Human Services Department
200 W. Washington Street, 18th Floor	200 W. Washington St., 19th Fl
Phoenix, AZ 85003	Phoenix, AZ 85003
Telephone: (602)-534-1032	Telephone: (602) 262-7303
E-Mail: vanessa.ramirez@phoenix.gov	E-Mail: david.chavez@phoenix.gov

Notice shall be deemed received: (1) at the time it is personally served; (2) on the day it is sent via e-mail; (3) on the second day after its deposit with any commercial air courier or express delivery service; or (4) five business days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice will be computed from the time the Notice is deemed received.

Notices sent by e-mail will also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is not intended to change the effective date of the Notice sent by e-mail.

19. INTEGRATION

This Contract constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Contract, and no party hereto shall be bound by or liable for any statement of intention not so set forth.

20. GOVERNING LAW; FORUM; VENUE

This Contract is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) shall govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Contract that cannot be administratively resolved, or otherwise related to or arising from this Contract, shall be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

21. FISCAL YEAR CLAUSE

The City's fiscal year (consistent with the Arizona Department of Economic Security's program year) begins July 1st and ends June 30th each calendar year. The City may make payment for services rendered or costs encumbered only during a fiscal year and for a period of sixty (60) days immediately following the close of the fiscal year, under the

provisions of A.R.S. §42-17108. Therefore, Contractor must submit billings for services performed or costs incurred prior to the close of a fiscal year within ample time to allow payment within this 60-day period.

22. TERMINATION OR SUSPENSION OF SERVICES

- A. City's Right to Terminate. The City reserves the right to terminate this Contract with or without cause, or to abandon the Services, or any part of the Services not then completed, by notifying Contractor in writing specifying the nature, extent, and effective date of the termination. Immediately upon receiving a written notice to terminate or suspend Services, Contractor shall:
 - 1. Discontinue advancing the work in progress, or such part that is described in the notice (unless the notice directs otherwise).
 - 2. Deliver to the City all collected raw data, draft reports, preliminary reports, working papers, estimates and forecasts entirely or partially completed, together with all unused materials supplied by the City.
 - 3. Appraise the work it has completed and submit its appraisal to the City for evaluation.
- B. Termination for Convenience. If the termination is for the convenience of the City, the Contractor will be entitled to the pro rata value for services performed to the date of its receipt of the Notice of Termination, including reimbursement for all reasonable costs and expenses incurred by Contractor in terminating the work, including demobilization of field service. No payment shall be made for loss of anticipated profits or unperformed services.
- C. Termination for Default. If the termination is due to the failure of the Contractor to fulfill its obligations under the Contract (cause/default), the City may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the City, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the City; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the City by the Contractor. In the event of termination for cause/default, the City shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.
- D. Final Payment. The City shall make final payment for all Services performed and accepted within sixty (60) days after Contractor has delivered to the City any final progress reports, documentation, materials and evidence of costs and disbursement as required under this Contract. Any use by the City of preliminary reports, raw data or other incomplete material returned by

Contractor shall be at the City's sole risk for such use.

- E. Temporary Suspension. The City may, by written notice, direct Contractor to suspend performance on all or any part of the Services for such period of time as may be determined by the City to be necessary or desirable for its convenience. If such suspension causes additional expense to Contractor in performance, and not due to fault or negligence of Contractor, the payment will be adjusted on the basis of actual costs resulting directly from the suspension, and the period for performance of the Services will be extended by mutual agreement. Any claim by Contractor for a price adjustment must be supported by appropriate documentation asserted promptly after Contractor has been notified to suspend performance.

23. PROFESSIONAL COMPETENCY

A. Qualifications

Contractor represents that it is familiar with the nature and extent of this Contract, the Services, and any conditions that may affect its performance under this Contract. Contractor further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is equipped, organized, and financed to perform such Services.

B. Level of Care and Skill

Services provided by Contractor will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of Contractor's profession currently practicing in the same industry under similar conditions. Acceptance or approval by the City of Contractor's work shall in no way relieve Contractor of liability to the City for damages suffered or incurred arising from the failure of Contractor to adhere to the aforesaid standard of professional competence.

24. SPECIFIC PERFORMANCE

Contractor agrees that in the event of a breach by Contractor of any material provision of this Contract, the City shall, upon proper action instituted by it, be entitled to a decree of specific performance thereof according to the terms of this Contract. In the event the City shall elect to treat any such breach on the part of Contractor as a discharge of the Contract, the City may nevertheless maintain an action to recover damages arising out of such breach. This paragraph is not intended as a limitation of such other remedies as may be available to the City under law or equity.

25. FORCE MAJEURE

Contractor shall not be responsible or liable for, or deemed in breach hereof because of any delay in the performance of its obligations hereunder to the extent caused by circumstances beyond its control, without its fault or negligence, and that could not have

been prevented by the exercise of due diligence, including but not limited to fires, natural disasters, riots, wars, unavoidable and unforeseeable site conditions, failure of the City to provide data within the City's possession or to make necessary decisions or provide necessary comments in connection with any required reports prepared by Contractor in connection with the Services and the unforeseeable inability to obtain necessary site access, authorization, permits, licenses, certifications and approvals (such causes hereafter referred to as "Force Majeure").

26. DOCUMENTATION

A. Title

All documents including but not limited to artwork, copy, posters, billboards, photographs, video tapes, audio tapes, systems designs, drawings, estimates, field notes, investigations, software, reports, diagrams, surveys, analyses, studies, or any other original works of authorship created by Contractor in the performance of this Contract are to be and remain "works for hire" under Title 17, United States Code, and the property of the City and all copyright ownership and authorship rights in the work(s) shall belong to the City pursuant to 17 U.S.C. § 201(b). In the event that the work(s) that is/are the subject matter of this Contract is deemed to not be work for hire, then Contractor hereby assigns to the City all of the right, title and interest for the entire world in and to the work(s) and the copyright therein. Contractor agrees to cooperate and execute additional documents reasonably necessary to conform to its obligations under this paragraph.

All documents, together with all unused materials supplied by the City, are to be delivered to the City upon termination of this Contract before the final payment is made to Contractor.

B. Dissemination and Retention

There shall be no dissemination or publication of any information gathered, or documents prepared in the course of the performance of the Services without the prior written consent of the City. Should the City, upon advice of counsel, deem it necessary, due to existing or anticipated litigation, to assert a legal privilege of protection and non-disclosure with regard to the subject matter of this Contract, then, and in that event, upon written demand, Contractor shall relinquish to the possession and control of the City its entire file related to this Contract and only those portions of said file deemed by the City to be not privileged shall be returned to Contractor pending the resolution of the existing or anticipated litigation.

C. Format and Quality

All documents prepared by Contractor shall be prepared in a format and at a quality approved by the City.

D. Document Review

Contractor shall review all documents provided by the City related to the performance of the Services and shall promptly notify the City of any defects or deficiencies discovered in such review.

E. Submittals

Contractor shall provide timely and periodic submittals of all documents required of Contractor, including subcontracts, if any, as such become available to the City for review.

27. RELEASE OF INFORMATION - ADVERTISING AND PROMOTION

Contractor shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Contract, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law. The name of any site on which Services are performed shall not be used in any advertising or other promotional context by Contractor without the City's prior written consent.

28. CONFLICTS OF INTEREST

- A. Contractor acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Contract upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Phoenix City Council or any employee of the City has any financial interest in the consulting firm. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability, including any such commission, percentage, brokerage, or contingent fee.
- B. The City reserves the right to immediately terminate this Contract in the event that the City determines that Contractor has an actual or apparent conflict of interest with the purposes of this Contract and the provisions and procedures set forth in Paragraph 22 shall apply.
- C. Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City for the purpose of securing this Contract, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Contract, the City may, by one (1) calendar day written notice to Contractor, terminate the right of Contractor to proceed under this Contract, provided that the existence of the facts upon which the City made such finding shall be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, the City shall be entitled to the same remedies against Contractor as could be pursued in the event of default by Contractor.

- D. This Contract is subject to the requirements of Arizona Revised Statutes §38-511.

29. CLAIMS OR DEMANDS AGAINST THE CITY

Contractor acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and Contractor agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends or modifies the supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, Arizona Revised Statutes §§ 12-821 and 12-821.01, pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law shall control.

Moreover, nothing in this Contract shall constitute a dispute resolution process, an administrative claims process, or contractual term as used in Arizona Revised Statutes § 12-821.01(C), sufficient to affect the date on which the cause of action accrues within A.R.S. § 12-821.01(A) and (B).

30. WAIVER OF CLAIMS FOR ANTICIPATED PROFITS

Contractor waives any claims against the City and its officers, officials, agents and employees for loss of anticipated profits caused by any suit or proceeding, directly or indirectly, involving any part of this Contract.

31. CONTINUATION DURING DISPUTES

- A. Contractor agrees as a condition of this Contract that in the event of any dispute between the parties, provided the City has given no Notice of Termination, and if it is feasible under the terms of this Contract each party shall continue to perform the obligations not related to the dispute required of it during the resolution of such dispute, unless enjoined or prohibited by a court of competent jurisdiction.
- B. Failure or delay by either party to exercise any right, power or privilege specified in or appurtenant to this Contract shall not be deemed a waiver thereof.

32. THIRD PARTY BENEFICIARY CLAUSE

The parties expressly agree that this Contract is not intended by any of its provisions to create any right of the public or any member thereof as a third party beneficiary nor to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

33. PUBLIC RECORDS

- A. Notwithstanding any provisions of this Contract regarding confidentiality, secrets, or protected rights, the Contractor acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, the Contractor understands that disclosure of some or all of the items subject to this Contract may be required by law.
- B. In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Contractor, the City agrees to provide the Contractor with notice of that request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of the Contractor specified in their proposal. Within ten days of City notice by the City, the Contractor will inform the City in writing of any objection by the Contractor to the disclosure of the requested information. Failure by the Contractor to object timely shall be deemed to waive any objection and any remedy against the City for disclosure.
- C. In the event Contractor objects to disclosure within the time specified, the Contractor agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which the Contractor does not object thereto. Furthermore, the Contractor agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Contract.

34. NO ISRAEL BOYCOTT


By entering into this Contract, the Contractor certifies that it is not currently engaged in, and agrees for the duration of the Contract it not engage in, a boycott of goods or services from Israel.

IN WITNESS WHEREOF, the parties herein have caused this Contract to be executed as of the Commencement Date.

City of Phoenix, a municipal corporation
ED ZUERCHER, City Manager


By: 
Marchelle F. Franklin
Human Services
Department Director KW
KW

ATTEST:



City Clerk
May 12, 2021
Date



APPROVED AS TO FORM:
Cris Meyer, City Attorney

By: 
Heidi Gilbert
Assistant Chief Counsel LC
LC

Valley of the Sun Young Men's Christian Association "CONTRACTOR"

By: 
libby Henry (Apr 16, 2021 16:01 PDT)
Libby Henry

Title: Chief Operating Officer

Exhibit A

SCOPE OF WORK

Contractor will provide Workforce Innovation and Opportunity Act (WIOA) youth workforce development services as described below. The purpose of the WIOA Youth Workforce Development Program is to support the delivery of innovative and comprehensive workforce services to out-of-school youth (OSY) ages 16 -24 and in-school youth (ISY) ages 14-21 who reside within Phoenix and are experiencing significant barriers to education, training and employment. This Contract is governed by Catalog of Federal Domestic Assistance (CFDA) Number 17.259. In addition to WIOA funds, the City sometimes receives funding for special projects and initiatives. Contractor will be required to partner with the City to deliver supplemental services.

Contractor will begin phased-in start-up operations during a transition period between April 1, 2021 and June 30, 2021 and must be fully operational to provide services on July 1, 2021.

A. Staffing

Contractor must: 1) provide adequate staff of sufficient qualifications and experience to effectively perform these services, and 2) ensure its staff is qualified and trained in state and local WIOA policies and regulations; case management; eligibility determination, verification, and documentation; assessments; the required program elements; file maintenance and documentation; quality assurances; and other appropriate workforce credentials.

Contractor's staff must perform case management functions while working as a professional partner with each youth to: 1) identify and prioritize personal strengths and needs; 2) establish realistic training, education, and employment goals/objectives; 3) develop a plan of action to achieve established goals and objectives; 4) access needed resources; and 5) develop a strategy that will empower the youth to access services on her or his own and reduce dependence on social programs. Contractor must also incorporate mental/behavioral health services, trauma-informed case management and other supports to program participants.

B. Priority Service Areas and Service Delivery Locations

Contractor will provide services virtually and in-person at its Phoenix location(s) listed below and have a space or a small area to allow for confidential conversations between staff and participants.

YMCA will provide services to eligible OSY and ISY throughout Phoenix, in addition to providing services in the following priority service areas.

Priority Service Areas	Zip Codes
Alhambra	85015
Maryvale	85031, 85033
Central City/Central City South	85003,85034

C. Youth Participant Eligibility and Target Populations

WIOA requires that all participating youth meet certain eligibility criteria and be determined eligible prior to enrollment and receipt of WIOA-funded services. Contractor is responsible for the determination, verification, and documentation of WIOA eligibility for youth workforce program participants as well as the maintenance of each participant's eligibility file and required documentation.

WIOA funded services may be provided to OSY and ISY as outlined in Section 205 (Eligibility Determination - pages 23-28) in the [Arizona Department of Economic Security's Workforce Innovation and Opportunity Act Policy Manual](#). In addition to these eligible youth (Target Populations), the City has further identified youth residing in City of Phoenix Public Housing as an additional Target Population.

D. Fourteen Required Program Elements

Contractor's youth workforce development program must provide or make available the following 14 required program elements.

Academic Skills Enhancement

1. Tutoring, Study Skills Training, Instruction, and Dropout Prevention activities that lead to completion of a high school diploma or recognized equivalent including dropout prevention strategies.
2. Alternative Secondary School and Dropout Recovery Services assist youth who have struggled in traditional secondary education or who have dropped out of school, as appropriate.

Workplace Preparation

3. Paid and Unpaid Work Experience is a structured learning experience in a workplace and provides opportunities for career exploration and skill development, which may include:
 - a. Summer employment opportunities and other employment opportunities available throughout the school year;
 - b. Pre-apprenticeship programs;
 - c. Internships and job shadowing; and
 - d. On-the-Job Training opportunities

4. Occupational Skills Training is an organized program of study that provides specific skills and leads to proficiency in an occupational field that are aligned with in-demand industry sectors or occupations in the local area.
5. Education Offered Concurrently with Workforce Preparation is an integrated education and training model combining workforce preparation, basic academic skills, and occupational skills.

Workplace Success

6. Leadership Development Opportunities encourage responsibility, confidence, employability, self-determination, and other positive social behaviors such as:
 - a. Exposure to postsecondary educational opportunities;
 - b. Community and service learning projects;
 - c. Peer-centered activities, including peer mentoring and tutoring;
 - d. Organizational and teamwork training, including team leadership training;
 - e. Training in decision-making, including determining priorities and problem solving;
 - f. Citizenship training, including life skills training such as parenting skills and work-behavior training;
 - g. Civic engagement activities, which promote the quality of life in a community; and
 - h. Other leadership activities that place the youth in a leadership position such as serving on the standing youth committee.
7. Supportive Services enable an individual to participate in WIOA activities. These are services such as transportation, childcare, housing, and other needs-related services.
8. Adult Mentoring is a formal relationship between a youth and an adult mentor with structured activities where the mentor offers guidance, support, and encouragement. Mentoring must last for at least 12 months and occurs during the program year and following exit from the program.
9. Follow-up Services are required for a minimum of 12-month period after the completion of the program, unless the participant declines to receive follow-up services, or the participant cannot be contacted or located following program exit. Follow-up services help ensure youth succeed in employment or education.
10. Comprehensive Guidance and Counseling provides individualized counseling to participants, including drug/alcohol, mental health counseling and referrals to partner programs, as appropriate.
11. Financial Literacy Education provides youth with the knowledge and skills they need to achieve long-term financial stability.

Small Business Learning

12. Entrepreneurial Skills Training provides the basics of starting and operating a small business and develops entrepreneurial skills.

Transition Support

13. Services that Provide Labor Market Information offer employment and labor market information about in-demand industry sectors or occupations.
14. Postsecondary Preparation and Transition Activities help youth prepare for and transition to postsecondary education and training.

E. Outreach

Contractor will implement an outreach and marketing plan informing OSY and/or ISY, particularly among target populations and in priority service areas, about available WIOA services. Contractor will also be highly encouraged to engage youth in designing and planning targeted, culturally competent, outreach and engagement strategies.

1. Social Media: Contractor will:
 - a. Use social media outlets for outreach and recruitment purposes.
 - b. Submit a social media plan that includes metric baselines and achievable goals.
 - c. Create and share approved video content to promote ARIZONA@WORK program/services on any relevant streaming video media provider or social media platform.
2. Website: Contractor will keep its organizational website updated with relevant resources, event information, contact information, success stories, and a link to ARIZONA@WORK at all times. Contractor will promote any system-wide (includes ARIZONA@WORK City of Phoenix) events via its website.
3. Texting: Contractor is encouraged to use a text messaging application to communicate regularly with youth. At a minimum, this communication will include reminders for appointments, checking-in, and invitations to workforce-related events.
4. Recruiters: Contractor will actively involve youth program participants on its outreach and recruitment team. Contractor will encourage youth to speak positively and honestly about their experiences with other youth/peers. Recruitment efforts performed by program participants are allowable expenditures for paid "work experience."
5. Outreach: Contractor will conduct outreach with youth to engage them in a conversation about the program, both in person and virtually. Contractor will submit

an outreach and recruitment plan that includes metric baselines and achievable goals.

6. Scheduling: Contractor will provide evening and weekend hours and recruitment activities to accommodate varied schedules for youth, as needed.
7. Collaboration: Contractor will execute a Memorandum of Understanding, as needed with partner agencies, community or faith-based organizations that have historically served this same demographic of youth or school districts to create automatic pipeline for at-risk youth/youth who have dropped out of school/youth on the verge of dropping out of school. Contractor will track all referrals to and from the partners on the City's Referral platform once in place.
8. Influencers: Contractor will identify the influencers in each participant's life and include them, as much as possible, in the activities that a youth will participate in for her or his continued success throughout the program.

All outreach and recruitment materials created by Contractor must feature approved ARIZONA@WORK branding and be approved by HSD in writing prior to publication or distribution. Contractor will also coordinate with HSD to ensure its information is accurately presented on the ARIZONA@WORK City of Phoenix website.

F. Referrals

Contractor must utilize the ARIZONA@WORK City of Phoenix Referral System to track and manage youth participant referrals to WIOA Core Partners and is encouraged to link and share information with other youth serving organizations provided the appropriate releases of information have been signed.

Contractor must ensure any applicants who do not meet the WIOA eligibility enrollment requirements or who cannot be served by the WIOA youth program are referred for additional assistance to appropriate programs that meet their basic skills and training needs.

G. Individual Service Strategy (ISS)

Contractor is responsible for the development and documentation of an ISS for each participant based on the results of a youth's objective assessment. The ISS is an individualized, written plan of short and long-term goals that identifies potential barriers to achieving goals, support services needed, career pathways, education and employment goals, linkage to required youth program elements, incentives, and a timeframe in which each youth will be expected to complete activities and services related to each goal specified in the ISS. The ISS must be reviewed through completion of the plan to assess the continued relevance of the service strategy and the participant's progress towards goals. Contractor must have a referral process in place with identified partners for any needed services WIOA cannot provide.

H. Objective Assessment

Contractor is responsible for providing an objective assessment of the academic and occupational skill levels as well as needs and strengths of each participant to identify appropriate services and career pathways for each participant and to collect information for the ISS. Contractor may use any of the assessments approved by the Arizona Department of Economic Security's Division of Employment & Rehabilitation Services in [Informational Broadcast \(IB\) 20-014 Basic Skills Assessments Updates](#).

Contractor must provide eligible youth who do not enroll in WIOA programs with information regarding other applicable and appropriate services available through other local programs that have capacity to serve them. In addition, Contractor must provide eligible youth with referrals for further assessment if determined appropriate.

I. Additional Program Requirements

1. New Enrollments and Carryovers: Contractor will serve the minimum number of new youth for each new Program Year (PY), based on its contracted total number of youth served. Expected New Enrollment Rates are as follows: 65% of Total Youth in PY 2021-22, 70% of Total Youth Served in PY 2022-23, 75% of Total Youth Served in PY 2023-24 and 80% of Total Youth Served in PY 2024-25. Contractor may carryover additional youth from the previous Program Year, however this is in addition to the Contracted Total Youth Served Number.

	Proposed Total Youth Served (Contracted Enrollments)	2021-22 Program Year (65% of Contracted Enrollments)	2022-23 Program Year (70% of Contracted Enrollments)	2023-24 Program Year (75% of Contracted Enrollments)	2024-25 Program Year (80% of Contracted Enrollments)
YMCA	500				
New Enrollment Requirement		325	350	375	400
Allotted Carryover		175	150	125	100

2. Employer Connections: Connections to employers are essential in the creation of a system that can effectively assist youth to become highly skilled and employable. Examples include meaningful exposure to mentoring type of support and positive role model connections, exposure to the world of work and internship work experiences with resulting measurable skill increases. These connections should lead to greater potential for placements in employment. Contractor is encouraged to leverage employer support in terms of leveraged funds for training or wages, staff or operational needs related to training including space.

3. Job Development: Contractor will have one case manager focus on Job Development. This case manager's duties and responsibilities will be as follows:
 - a. Seek and contact prospective employers about participants in the WIOA program.
 - b. Develop relationships with prospective employers for On-The-Job Training, internships, and work experience for WIOA participants.
 - c. Create and maintain written and electronic records of contacts and outcomes with employers.
 - d. Coordinate with other staff to determine and meet participants' job placement needs and follow-up activities.
 - e. Provide a quarterly report on all job development activities for WIOA participants.

4. Case Manager Ratio: To ensure the effective delivery of services, Contractor must maintain a customer-to-case manager ratio of 40 to 1. This will provide program staff enough time to provide effective service to customers.

Contractor must hold monthly case manager and program supervisor meetings to work on continuous improvement initiatives and conduct professional development training with staff and require staff to attend training sessions conducted by the City. Total number of participants to be served is subject to change.

HSD recommends that all case managers begin the process of becoming [Certified Workforce Development Professionals](#).

5. Community of Practice: Contractor will participate in regularly scheduled convenings with other providers for peer-to-peer learning, sharing of best practices, reviewing key performance indicators and to gain technical assistance from HSD.
6. Partnerships: Contractor will leverage partnerships to the benefit of Phoenix youth and will partner with ARIZONA@WORK Career Services and Business teams to effectively coordinate services, leverage resources, and facilitate referrals of youth participants to the most appropriate services. As appropriate, Contractors will make referrals to partners including Title I (Adult, Dislocated Worker, Youth), Title II (Adult Education), Title III (Wagner-Peyser Act) and Title IV (Vocational Rehabilitation).

J. Measures of Success

The City will measure Contractor's performance annually, or as frequently as needed, for consistency with the elements and responsibilities in the scope of work, WIOA requirements, PBWDB goals, and HSD-issued standards of work through the provision of the following services:

1. Career Pathways: Contractor's program must place a strong emphasis on career pathways as defined as a combination of rigorous and high-quality education, training and other services that accomplish the following:

- Aligns with the skill needs of industries in the economy of the State or region;
- Prepares an individual to be successful in any of a full range of secondary or postsecondary education options;
- Includes counseling to support an individual in achieving the individual's education and career goals;
- Includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- Organizes education, training, and other services to meet the needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable;
- Enables an individual to attain a secondary school diploma or its recognized equivalent and at least one recognized postsecondary credential; and
- Helps an individual enter or advance within a specific occupation or occupational cluster.

All career pathways must also include work experience opportunities for all participants.

2. Work Readiness Training: To ensure WIOA youth workforce participants transition successfully into employment and/or postsecondary education, Contractor will require them to attend either an in-person or virtual work readiness workshop that includes Signal Success, a youth-related evidence-based work readiness curriculum. The City and all contractors will rotate responsibility for conducting this workshop for all youth participants enrolled in the City's WIOA youth program. Contractor is responsible for designating staff to participate in Signal Success series workshop facilitation rotation.
3. Youth Development: Contractor's programs must reflect the positive youth development principles woven throughout WIOA by incorporating best practices and approaches to assisting youth develop to their full potential.

K. Fiscal Requirements

1. OSY/ISY Split: At least 75% of the Contractor's annual WIOA youth program budget must directly support OSY programs, with the remaining funding supporting ISY programs.
2. Administration Cost: It is expected that administrative cost, both direct and indirect, will represent a small portion of the program budget and will not exceed 10%.
3. Work Experience Expenditure Requirements: The City must spend at least 20% of all funds allocated to the WIOA Youth Workforce Program on paid and unpaid Work Experience. Therefore, Contractor must spend no less than the amount listed in its annual budget (Exhibit B) for workforce expenditures. Allowable expenditures

beyond wages can include staff time spent identifying potential work experience opportunities, staff time working with employers to develop the work experience, staff time spent working with employers to ensure a successful work experience, staff time spent evaluating the work experience, participant work experience orientation sessions, classroom training or the required academic education component directly related to the work experience and orientation for employers.

4. Subcontractors: Contractor may use a maximum of one subcontractor to provide these services. Contractor will serve as the fiscal agent and be solely responsible for ensuring any subcontractor are in compliance with all terms and conditions of contract administration, fiscal management of the contract and accountability for program outcomes and budgeted expenditures. Procurement of any subcontractors must also comply with state and local laws and CFR §§200.318–326. All subcontracts funded with WIOA must be reviewed and approved by HSD prior to executing.
5. Leverage/Match: Leverage/Matching funds are not required; however, blending or braiding of funds is encouraged, and will be considered by the evaluation panel. Contractor must report leveraged resources from partners over the life of this contract.

L. Accountability and Performance Measurements

1. Tracking Requirements: Contractor must use the Arizona Job Connection (AJC) data management system and execute a user agreement with the Arizona Department of Economic Security to track individual participant data including eligibility determination, demographics, services received, case notes, outcomes and follow-up data. Timely data entry is required and must be entered within 15 calendar days from the date an activity or service is provided. HSD staff will conduct ongoing monitoring to evaluate the timely use of AJC. Failure to comply with the required use will result in corrective action and may result in contract termination.
2. File Maintenance and Documentation: Contractor must use electronic signatures and maintain electronic case files for each WIOA enrolled participant that must include all required documentation, including but not limited to documentation of program eligibility, assessments, printed forms and case notes, training paperwork, and attendance records, as appropriate. Mandatory technical assistance and staff training on WIOA program eligibility, priority of service, documentation, file maintenance, and performance and financial reporting will be provided. Contractor is responsible for ensuring ongoing staff expertise and cooperation. Youth enrolled prior to July 1, 2021 are not required to have an electronic case file.
3. EO Requirements and Accessibility: Pursuant to WIOA CFR 678.800 (e), all comprehensive and affiliate one-stop center locations must comply with applicable physical and programmatic accessibility requirements as set forth in 29 CFR part 38 and the implementing regulations of WIOA (Section 188). **Contractor is**

prohibited from providing services to participants until HSD has issued written authorization that Contractor's third-party documentation verifying its locations comply with these regulations has been received by the City and is sufficient.

4. **Job Center Certification:** Pursuant to WIOA CFR 678.800 (d), Contractor's facilities that will be used to provide these services are considered affiliate one-stop centers. Contractor will comply with the PBWDB one-stop center certification process, which will evaluate a facility once every three years for its effectiveness, including customer satisfaction, physical and programmatic accessibility, and continuous improvement. This certification process must be completed for any new facility prior to services being provided at that location.
5. **Federal Performance and Program Performance and Delivery Measures:** Contractor must submit monthly reports to HSD, as directed by WIOA to ensure fiscal and program compliance, and is responsible for meeting or exceeding the WIOA federal performance levels and any other measures as prescribed by the PBWDB and the State of Arizona.
 - a. Federal performance measures and their respective outcomes are based on negotiations between the State of Arizona and the PBWDB. For program year 2021 and 2022 the negotiated levels are listed below:

WIOA Program	Negotiated PY 20 and PY 21
WIOA Youth (14-24)	
Employed, in education, or in Occupational Skills Training 2 nd quarter after exit	71.3%
Employed, in education, or in Occupational Skills Training 4 th quarter after exit	67%
Median Wage	\$4,500.00
Credential	44%
Measurable Skills Gain	52.8%

- b. During the program year, the contractor will also be monitored and evaluated on the Program Performance and Delivery Measures below:

Program Service and Delivery Measures	
WIOA Youth (14-24)	
Total Youth Served	Negotiated with subrecipients
*New Youth Served (Fraction of Total Youth Served)	PY 2021-22 –65% of Enrollments/Allotted Carry over PY 2022-23 –70% of Enrollments/Allotted Carry over PY 2023-24 –75% of Enrollments/Allotted Carry over PY 2024-25 – 80% of Enrollments/Allotted Carry over
Customer Satisfaction	90%
Work Experience Expenditure Requirements	100%

*Contractors are required to serve the minimum number of new youth for each new program year, based on their contracted total number of youth served. Expected New Enrollment Rates are as follows: 65% of Total Youth in PY 2021-22, 70% of Total Youth Served in PY 2022-23, 75% of Total Youth Served in PY 2023-24

and 80% of Total Youth Served in PY 2024-25. Contractors can carryover additional youth from the previous program year, however this is in addition to the Contracted Total Youth Served Number.

- c. Contractor must comply with the Phoenix Business and Workforce Development Board's Contractor Risk Assessment Monitoring (CRAM) Policy (300.312), which can be found at <https://arizonaatwork.com/locations/city-phoenix>. This Policy stipulates Contractor's obligations to create and submit a Correction Action Plan to Youth Workforce Program staff within 30 days of any quarter in which Contractor's performance falls into the high-risk range. Contractor will submit the updated Corrective Action Plan to the Youth Workforce Program staff on a monthly basis until all items are completed and accepted by the Deputy Human Services Director. The Policy outlines additional circumstances under which Contractor would be required to submit a Corrective Action Plan and identifies reduced service levels, ineligibility for contract extensions, and/or Contract termination as possible outcomes for Contractor's failure to submit a Corrective Action Plan and/or resolve all issues on a Corrective Action Plan.

EXHIBIT B
Budget Detail Form

In School and Out of School

CONTRACT OPERATING BUDGET

CONTRACT SERVICE: COP WIOA YOUTH DEVELOPMENT SERVICES

AGENCY NAME: Valley of the Sun YMCA

Contract Period: 7/1/2021- 6/30/2022

						TOTAL SALARY		TOTAL SERVICE COST	(A)		OUT OF SCHOOL		OTHER REVENUE SOURCES	(B) COP-WIOA COST	IN SCHOOL		OTHER REVENUE SOURCES	TOTAL COP-WIOA COST (A+B)					
						CONTRACT PERIOD			COP-WIOA COST	COP-WIOA Admin	COP-WIOA Direct	COP-WIOA Admin			COP-WIOA Direct								
1.	PERSONNEL	# of Position	FTE LEVEL	POSITION TITLE	Name																		
2.	EMPLOYEE RELATED EXPENSES	ITEM	BASIS																				
3.	PROFESSIONAL AND OUTSIDE SERVICES	POSITION TITLE/ITEM																					
4.	TRAVEL	In-State Travel																					
5.	SPACE	ITEM	BASIS																				
6.	MATERIALS AND SUPPLIES	ITEM	BASIS																				
7.	OPERATING	ITEM	BASIS																				
8.	OTHER	ITEM	BASIS																				
9.	WORK EXPERIENCE	ITEM	BASIS																				
						TOTALS:																	
						Total Service Cost																	
						Total COP-WIOA Request																	

Exhibit C
INSURANCE REQUIREMENTS

A. INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

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
Each Occurrence	\$1,000,000

Policy shall be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

The policy must be endorsed to include coverage for sexual abuse and molestation.

Automobile Liability

Bodily Injury and Property Damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, relating to this Contract.

City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.

The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

Worker's Compensation and Employers' Liability

Contractor shall provide Workers' Compensation Statutory Employers' Liability

Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$ 500,000

Policy shall contain a waiver of subrogation against the City of Phoenix.

This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, AND when such contractor or subcontractor or executes the appropriate sole proprietor waiver form.

Professional Liability (Errors and Omissions Liability)

Contractor's policy shall cover professional misconduct or lack of ordinary skill in performing the services defined in the Scope of Services of this Contract.

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

1. Additional Insurance Requirements:

The policies shall include, or be endorsed to include, the following provisions:

On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

2. Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice shall be emailed to hsdprocurement@phoenix.gov.

3. Acceptability of Insurers:

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

4. Verification of Coverage:

Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to hsdprocurement@phoenix.gov. The City project/agreement number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.

5. Subcontractors:

Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

6. Approval:

Any modification or variation from the insurance coverages and conditions in this Contract must be documented by an executed contract amendment.

Exhibit D
SUPPLEMENTAL TERMS AND CONDITIONS

Non-Waiver of Liability:

The City of Phoenix, as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

Health, Environmental and Safety Requirements:

The Contractor's products, services and facilities shall be in full compliance with all applicable federal, state and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City. The City shall have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this Contract.

Lawful Presence Requirement:

Pursuant to A.R.S. §§ 1-501 and 1-502, the City is prohibited from awarding an agreement to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of awarding this Contract. This requirement does not apply to business organizations such as corporations, partnerships or limited liability companies.

Payment Deduction Offset Provision:

Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.

Late Submission of Claim By Contractor:

The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.

Indemnification – Patent, Copyright and Trademark:

The Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other

proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Phoenix and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this Contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires. It is expressly agreed by the Contractor that these covenants are irrevocable and perpetual.

Loss of Materials:

The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.

Liens:

Contractor shall hold the City harmless from claimants supplying labor or materials to the Contractor or its subcontractors in the performance of the work required under this Contract.

Non-Exclusive Remedies:

The rights and remedies of the City under this Contract are non-exclusive.

Exhibit E
SPECIAL TERMS AND CONDITIONS

1. FEDERAL IMMIGRATION AND NATIONALITY ACT

- 1.1. By entering into this Contract, the Contractor 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 Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Representative listed under Notices upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I9 forms are available for download at uscis.gov.
- 1.2. The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. If the State suspects or finds that the Contractor 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 contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

2. SANCTIONS AND CORRECTIVE ACTIONS

- 2.1. The City may issue Demand for Assurance notices to the Contractor for failure to comply with any of the conditions, requirements or clauses contained in this Contract. This Demand for Assurance shall include the citation from the Contract that the City requires the Contractor to remedy, the required time frame for a response from the Contractor, 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 the City, may result in the actions outlined below.
- 2.2. Pursuant to 20 CFR 683.700, the City may impose sanctions and corrective actions on recipients (Contractors) and sub recipients (Sub-contractors) of WIOA grant funds as follows:
 - 2.2.1. Except for actions under WIOA section 188(a) the City 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) the City will use the procedures set forth in that regulatory part.

2.2.2. The City 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 Sanctions or corrective action will be applied for substantial violations of WIOA statutory and regulatory requirements. The City may also impose a sanction directly against a subrecipient, as authorized in section 184(d)(3) of the Act.

2.3. Pursuant to 20 CFR sec. 683, the City shall impose fiscal sanctions if a Contractor fails the same performance measure(s) in three or more consecutive years. The sanction shall be applied to the area of funding (i.e. Adult, Youth Dislocated Worker or Rapid Response) in which the failed performance measure(s) applies.

Sanctions collected shall be held by the City and the Contractor may receive the sanctioned funds if the performance for the failed measure(s) is rectified and the local area passes the performance measure in the next reporting cycle (i.e. October of the following year). If the Contractor does not rectify performance in the next reporting cycle, the funds shall revert to the City.

3. CLEAN AIR AND WATER ACT

The Contractor 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).

4. ENERGY POLICY AND CONSERVATION ACT

The Contractor 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).

5. COPELAND "ANTI-KICKBACK" ACT

The Contractor is 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.

6. DAVIS BACON ACT

The Contractor must comply 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.

7. DEBT COLLECTION AND AUDIT RESOLUTION

The Contractor must comply with Public Law 105-220 Sections 128, 133, and 184; 20 CFR Part 652, Subpart D, E and G; 20 CFR Part 667 Subparts D - H; 29 CFR Parts 95, 96, 97, and 99; OMB Circular A-21. The Contractor must comply with 2 CFR 200 and all subparts. The Contractor is required to adhere to Federal Acquisition Regulation 97-03 Part 31; Arizona Department of Economic Security Policies 1-47-01 and 1-47-08.

7.1. Among the required controls specified in Notice of Proposed Rule Making (NPRM) 683.750 is the process for collecting debts. NPRM 683.410 states it is the responsibility of the Contractor, 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.

8. RIGHT TO ASSURANCE

If the City in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the City may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of "Days" specified in the demand may, at the City's option be the basis for terminating the Contract under the rights and remedies available by law or provided by this Contract.

9. REQUIREMENTS

As part of the Contract process, the City will determine a sub-recipient or vendor relationship and notify the Contractor in writing within 30 days of commencement. Depending on this determination, one or more of the following audit requirements will apply:

9.1. Sub-Recipient-Federal Funds over \$750,000

In compliance with the Federal Single Audit Act (31 U.S.C. Section 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Contractors designated as sub-recipients, as prescribed by the President's Council on Integrity and Efficiency Position Statement No. 6, expending Federal Funds from all sources totaling \$750,000 or more, must have an annual audit conducted in accordance with the audit and reporting standards as prescribed in Uniform Guidance 2 CFR Part 200. The audit must include the Reporting Package as outlined in 2 CFR Part 200 which requires the City's Contract numbers and award amounts to be included in a separate schedule, if not included on the Schedule of Federal Financial Assistance. The Contractor's auditor will certify the audit was conducted in accordance with 2 CFR Part 200. After completion of the audit, the Contractor shall submit 2 copies of the Audit Report, Management Letter and Auditor's Opinion within thirty (30) days to the City representative

designated to receive notices. The Audit shall be completed within a reasonable time after the end of the Contractor's fiscal year, but not later than nine months after the Contractor's fiscal year in which this Contract expires.

9.2. Sub-Recipient-Federal Funds under \$750,000

The Contractors expending less than \$750,000 in Federal Funds from all sources are exempt from Federal audit requirements of Uniform Guidance 2 CFR Part 200 for that year. However, an annual financial audit, performance audit, evaluations, inspections, or reviews may be required by the City.

10. RESCISSION OF FUNDS

If the Federal Funding Source informs the City that it is rescinding funding from the City and where the City must in turn rescind from a Contractor(s) who may hold one or more Contracts for services funded under the specified Federal Funding Source, the City may take action in the following sequence.

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

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

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

11. SUSPENSION OR DISBARMENT

A contract award must not be made to parties listed on the government wide Excluded Parties List System (EPLS) in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689. The EPLS in SAM 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.

The City of Phoenix may, by written notice to the Contractor, immediately terminate this Contract if the City of Phoenix determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the City of Phoenix. Contractors must not make any award or permit any award (sub-recipient or vendor) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

The Contractor certifies to the best of its knowledge and belief, that is and its sub-recipients:

- 11.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- 11.2. 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;
- 11.3. 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 paragraph (1)(b) of this certification; and
- 11.4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. ALLOWABLE COSTS

The Contractor shall comply with the following Cost Principles in the Uniform Guidance and WIOA law, regulations and guidance, as applicable, to determine allowable incurred costs for the purpose of reimbursing costs under the terms and conditions of this Contract. The Contractor certifies that funds received under this Contract will be expended to achieve the purposes of this Contract and to meet costs defined as allowable by the federal funding agency or the following federal guidelines.

13. SUBSTANTIAL INTEREST DISCLOSURE

The Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in the Contractor's organization or with which the Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless the Contractor has made a full written disclosure of the proposed payments, including amounts, to the City.

Lease Contracts, rental Contracts, or purchase of real property covered in this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate. For the purpose of this Section, "relative" shall have the same meaning as in City's Administrative Regulation 2.91 (2) Definition.

14. FISCAL YEAR CLAUSE

The City's WIOA funding period begins July 1st and ends June 30th each fiscal year. In accordance with Title 2, Code of Federal Regulations, Part 215, Section 28, the Contractor may charge to the grant only allowable costs resulting from obligations incurred during the funding period. Therefore, the Contractor must submit invoices for Services performed or costs incurred prior to the close of a fiscal year. All expenses incurred during the funding period must be liquidated within 45 days (August 15th) of the end of the funding period.

15. CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of their knowledge and belief, that:
No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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.

15.1. 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. A 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.

15.2. The Contractor 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.

15.3. 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 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.

16. SMOKING POLLUTION CONTROL MEASURES

The Contractor shall be subject to the provisions of City Ordinance No. G-2865, as amended, "the Smoking Pollution Control Ordinance," effective July 1, 1986, A.R.S. § 36-601-01, and the Pro-Children Act of 1994, 20 USC 7183 (which prohibits smoking in any indoor facility or portion of a facility [owned, leased, or

contracted for] used for the routine or regular provision of federally funded health care, day care, or early childhood development, including WIOA Services to youth under the age of 18). These laws regulate smoking in places of employment and enclosed public places located within the City of Phoenix.

17. DISPOSITION OF PROPERTY

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. If property is deemed worthless, documentation must be provided to establish this fact. Property may not be donated to another agency unless it is worthless. An appraiser may establish value. The Equipment Transfer/Surplus Request (J-320) disposition record must be kept for any transaction in accordance with EA/WIOA Section.

Record retention requirements and WIOA Inventory Equipment Database or other internal inventory system annotated accordingly. The Contractor and/or service provider may sell the property and retain the proceeds for use in WIOA programs or divided in accordance with terms of local agency cost sharing agreement.

Calculation of "Fair Market Value"

The selling price of an item that is sold through auction, advertisement, or a dealer is the fair market value of the item regardless of any prior estimates. An item that is not sold but retained by the Contractor and/or service provider has a fair market value based on similar items that are offered for sale, using the selling price if known.

Property Records Retention

All property records must be maintained from date of acquisition, through final disposition. The Contractor 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 Contract 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.

Inventory Records

The Contractor 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 \$5,000 or more with WIOA funds. Property records must include:

- a) Asset Number
- b) Description
- c) Manufacturer

- d) Number
- e) Date
- f) Location
- g) Cost

The Contractor and service providers are required to submit an inventory report for all property leased/purchased with WIOA funds costing more than \$2,000.00 to the Community and Economic Development Fiscal Section by July 1 of each year.

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 exceeds \$10,000, the Contractor and/or service provider must complete a "WIOA Pre-Approval of Equipment & Vehicles \$5,000 or More Questionnaire" form that must be signed by the Contractor Director or Designee.

- a) The signed form must be forwarded to the Human Services Department for review, approval or disapproval action.
- b) When an approval decision is rendered, the Human Services Department will return the signed questionnaire to the Contractor's Director or Designee. Upon receipt of the signed and approved questionnaire, the Contractor can proceed to purchase the equipment or property.
- c) When a decline decision is rendered, the Human Services Department will specify the reason for disapproval and return the signed questionnaire to the Human Services Department Business and Workforce (BWDD) Deputy Director. The BWDD Deputy Director may appeal this decision to the Human Services Department.

18. COMPETITIVE BIDDING

If the purchase of supplies and equipment has been authorized in this Contract, the Contractor shall procure all such items in accordance with Uniform Guidance 2 CFR Part 200, at the lowest practicable cost and shall purchase all non-expendable items costing \$1,000 or more and having a useful life of more than one year, through a generally accepted and reasonable competitive bidding process. Any procurement in violation of this provision shall be considered a financial audit exception. The Contractor shall expend the City funds in a manner that would serve the public interest and honor the public trust.

19. PUBLIC ANNOUNCEMENTS

When issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, shall clearly state (1)

the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.

20. SUBCONTRACTORS

The Contractor shall not enter into any sub-contract under this Contract without the advance written approval of the City. The sub-contract shall incorporate by reference the terms and conditions of this Contract. Upon request, the Contractor shall provide copies of sub-contract relating to the delivery of Services.

21. PROCUREMENT OF RECOVERED MATERIALS

21.1. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable time period; (2) fail to meet reasonable performance standards, which shall be determined the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item, or (3) are only available at an unreasonable price.

21.2. Paragraph (21.1) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

22. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

22.1. This Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

22.2. The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and

protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

23. CONFLICTS OF INTEREST

All parties hereto agree to abide by the provisions of 2 CFR 200.318, which include (but are not limited to) the following:

23.1. The Contractor shall maintain a written code or standards or conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.

23.2. No employee, officer, or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

23.3. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.

24. INDEBTEDNESS TO INTERNAL REVENUE SERVICE OR OTHER PUBLIC ENTITY

24.1. Any judgment, lien, levy, or outstanding amount owed to the Internal Revenue Service, State, County, City, or other public entity by the Contractor shall constitute an event of default or breach of this Contract, unless previously approved by the City in writing, and shall constitute sufficient reason for termination of this Contract by the City.

24.2. Prior to entering into and during the time period covered by this Contract, the Contractor shall disclose any information related to the preceding paragraph. This disclosure requirement shall also include the immediate reporting of breaches in payback arrangements or breaches in other agreements related to the above. Failure to comply with any disclosure provision in this Section shall constitute a default.

25. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND DISADVANTAGED BUSINESS ENTERPRISES Pursuant to national and City policy to award a fair share of contracts to small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises, Contractor must take affirmative steps to assure that small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises are utilized when possible as sources of

supplies, equipment, construction, and services. Such affirmative steps shall include the following:

- 25.1. Include qualified small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises on solicitation lists.
 - 25.2. Assure that small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises are solicited whenever they are potential sources.
 - 25.3. When economically feasible, divide total requirements into small tasks or quantities so as to permit maximum participation from small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises.
 - 25.4. Where the requirement permits, establish delivery schedules which encourage participation by small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises.
 - 25.5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce and the Community Services Administration as required.
 - 25.6. Comply with the applicable requirements of the Small and Disadvantaged Business Enterprise Policy Plan for the City of Phoenix.
 - 25.7. Include affirmative steps, one through six in any subcontract.
- 26.** The PY 2019/FY2020 WIOA Programs Federal Award Terms are incorporated herein and made a part hereof by reference and may be viewed here:
<http://media.wpc.wa.gov/media/WPC/adm/grants/PY19-FY20-WIOA-Federal-Award-Terms.pdf>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lovitt & Touché A Marsh and McLennan Agency, LLC 1050 W Washington Street, Suite 233 Tempe AZ 85281	CONTACT NAME: Darcy Swaney PHONE (A/C, No, Ext): 602-385-0513 E-MAIL ADDRESS: dswaney@lovitt-touche.com FAX (A/C, No): 602-956-2258														
INSURED Valley of the Sun Young Men's Christian Assn. 350 N. 1st Avenue Phoenix AZ 85003	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : NOVA Casualty Company</td><td>42552</td></tr><tr><td>INSURER B : United States Fire Insurance Company</td><td>21113</td></tr><tr><td>INSURER C : Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : NOVA Casualty Company	42552	INSURER B : United States Fire Insurance Company	21113	INSURER C : Evanston Insurance Company	35378	INSURER D :		INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:** 1501328027**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		CFYML1000004701	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CFYAU1000004001	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CFYUM1000004201	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A	Y	4087407708	3/1/2021	3/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess (\$5M X \$5M)		MKL1V1EUE1000841	3/1/2021	3/1/2022	Per Occurrence \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as an additional insured as respects general liability where required by written contract. Blanket Waiver of Subrogation applies to Work Comp where required by written contract.
Professional Liability Coverage provided per Policy No. CFYML1000004701 written through NOVA Casualty Company - Aggregate \$3,000,000 Per Claim \$1,000,000
Description: WIOA Youth Workforce Development Services
The City of Phoenix is additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, subject to policy terms and exclusions, if required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Phoenix Human Services Department 200 W. Washington St., 18th Floor Phoenix AZ 85003	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO EXTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
COMMON POLICY CONDITIONS

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply. Unless otherwise indicated, the following provisions amend the Business Auto Coverage Form.

A. ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to add:

1. Additional Insured If Required By Contract Or Agreement

When you have agreed in a written contract or written agreement to provide insurance for an additional insured, such person or organization is included as an "insured":

- a. Only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under Paragraphs **a.** or **b.** of **Who Is An Insured**, with regard to the ownership, maintenance or use of a covered "auto", and
- b. The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:
 - (1) During the policy period, and
 - (2) Subsequent to the execution of such contract or agreement, and
 - (3) Prior to the expiration of time that the written contract or agreement requires such additional insured coverage to be provided.
- c. The most we will pay on behalf of such additional insured is the lesser of:
 - (1) The Limits of Insurance specified in the written contract or agreement; or
 - (2) The Limits of Insurance shown in the Declarations.
- d. The amount in **c.** above shall be a part of and not in addition to the Limits of Insurance shown in the Declarations.
- e. This insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary, otherwise this coverage is excess.

2. Broadened Named Insured

- a. Any legally incorporated business entity organized under the laws of the United States of America (including any state thereof, its territories or possessions), or Canada (including any province thereof) will qualify as a Named Insured if there is no similar insurance available to that organization, provided that one or more Named Insureds shown in the Declarations have, at the inception of the policy period, an ownership interest in such organization of more than 50%. The Named Insured does not include any organization that is an "insured" under any other automobile policy or would be an "insured" under such policy but for its termination or the exhaustion of its Limit of Insurance.
- b. Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the business entity.

3. Employees As Insureds

Any "employee" of yours while using a covered "auto" you do not own, hire, or borrow in your business or your personal affairs.

4. Lessors As Insureds

- a. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and

- (2) The "auto" is leased without a driver.
- b. Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. "Loss" to a covered leased "auto" is subject to the following:
 - (1) We will pay, as their interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
 - (2) The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
 - (3) If we make any payment to the lessor, we will obtain his or her rights against any other party.

B. AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. does not apply to the accidental discharge of an airbag:

- 1. This coverage is excess of any other collectible insurance or warranty.
- 2. No deductible applies to this coverage.

C. AUTOS RENTED BY EMPLOYEES

- 1. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.
- 2. **SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. 5. Other Insurance** is amended by adding:
If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

D. CANCELLATION CONDITION

Paragraph **2.b.** of **A. Cancellation**, of the **COMMON POLICY CONDITIONS** is deleted and replaced by the following:

60 days before the effective date of cancellation if we cancel for any other reason.

E. ELECTRONIC EQUIPMENT – BROADENED COVERAGE

- 1. The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph 5.:**
Electronic navigation equipment that is not permanently installed in the covered "auto". However, if the equipment is stolen, the equipment and any mounting or power accessories must not have been visible from the exterior of the covered "auto".
- 2. The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, Paragraph 2.:**
Electronic navigation equipment that is not permanently installed in the covered "auto."

F. EXTRA EXPENSE

We will pay up to \$2,500 for any expense incurred for the return of a covered stolen "auto" to you. This coverage does not apply to Hired Auto Physical Damage Coverage.

G. FELLOW EMPLOYEE COVERAGE

SECTION II - LIABILITY COVERAGE, Paragraph B. Exclusions, 5. Fellow Employee is deleted and replaced by the following:

- 1. "Bodily Injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

However, we will cover "bodily injury" caused by your "employee" to his or her fellow "employee" if the "bodily injury" results from the use of a covered "auto" you own or hire; the covered "auto" is used with your permission; and if you have workers' compensation insurance in-force covering all of your "employees."

2. Coverage is excess over any other collectible insurance.

H. HIRED AUTO PHYSICAL DAMAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage:**

1. If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage is provided under this Coverage Form for owned "autos", then the Physical Damage Coverages provided are extended to any "auto" you hire or borrow from someone other than your "employees", members or partners, or any member of their household.
2. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. \$50,000, subject to a policy annual aggregate limit of \$100,000;
 - b. The actual cash value of the damaged or stolen "auto" at the time of the "loss"; or
 - c. The cost of repairing or replacing the damaged or stolen "auto" with another "auto" of like kind and quality.
3. If you are legally liable for the "accident", we will also pay up to \$1,000 per "accident" for the actual loss of use to the owner of the covered "auto".
4. Paragraph 2. above is subject to a deductible, which is determined by the lowest deductible applicable to any owned "auto" for that coverage and vehicle type. If owned "autos" do not include this vehicle type, the lowest deductible on the policy for the same physical damage coverage will apply. No deductible applies to "loss" caused by fire or lightning.
5.
 - a. Hired Auto Physical Damage coverage is primary for any covered "auto" you hire without a driver, and excess over any other collectible insurance for any covered "auto" that you hire with a driver.
 - b. **SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B.5.b. Other Insurance** is amended to delete the following:
However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
6. If symbol 8 is shown on the Covered Auto section of the Policy Declarations page for any of the physical damage coverages, then the Hired Auto Physical Damage Coverage described in this endorsement does not apply.
7. This coverage does not apply to leased "autos" for which you are required to provide physical damage coverage as part of a written lease agreement.

I. HYBRID AUTO PAYMENT COVERAGE

1. In the event of a total "loss" to a non-"hybrid auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under the Business Auto Coverage form, then Physical Damage Coverages are amended as follows:
 - a. If the "auto" is replaced with a "hybrid auto" or "electric auto" we will pay an additional 10% of the non-"hybrid auto's" actual cash value or replacement cost, to a maximum of \$2,500, whichever is less;
 - b. The "auto" must be replaced and a copy of a bill of sale or lease agreement must be received by us within 60 calendar days of the date of "loss"; and

- c. If more than one "auto" is damaged in any one "loss", the most we will pay under this Coverage for any one "loss" is \$5,000.

2. For the purpose of this coverage provision the following Definitions are added:

- a. "Hybrid auto" is defined as an "auto", including a hybrid "electric auto" that is powered by two sources, an internal combustion engine, and an electric motor.
- b. "Electric auto" is an "auto" that is powered by an electric motor instead of a gasoline engine. The "electric auto" uses energy stored in its rechargeable batteries, which are recharged by common household electricity.

J. KNOWLEDGE OF AN ACCIDENT, CLAIM, SUIT OR LOSS

The following Paragraph is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss:**

Prompt notice of an "accident", claim, "suit" or "loss" to an agent or "employee" of the "insured" will not in itself constitute your knowledge of such "accident", claim, "suit" or "loss" unless an executive officer or manager of the "insured's" operation receives such notice from its agent or "employee".

K. SIGN COVERAGE

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage:**

We will pay for loss to signs, murals, paintings, or graphics, as part of equipment, which are displayed on a covered "auto".

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the property at the time of "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$1,000.
- 2. This coverage does not apply to Hired Auto Physical Damage Coverage.

L. TOWING AND LABOR COSTS

SECTION III – PHYSICAL DAMAGE COVERAGE, A. COVERAGE, 2. Towing is deleted and replaced by:

We will pay up to the limit shown in the Declarations or \$250, whichever amount is higher, for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement.

M. TRANSPORTATION EXPENSES

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverages, 4.a. Transportation Expenses is deleted and replaced by:

- 1. We will pay up to \$75 per day, for up to 30 days, for temporary transportation expenses incurred by you because of "loss" to a covered "auto".
- 2. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.
- 3. If the "loss" is due to theft of a covered "auto" we will pay transportation expenses after the theft and ending when the covered "auto" is returned to use or we pay for its "loss".
- 4. We will pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

N. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following Paragraph is added to **SECTION IV – BUSINESS AUTO CONDITIONS, B.2. Concealment, Misrepresentation Or Fraud:**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, such failure will not prejudice the coverage provided to you. However, this provision does not affect our right to collect additional premium for any additional hazards or exercise our right of cancellation or non-renewal.

O. WAIVER OF DEDUCTIBLE – REPAIRED GLASS AND STOLEN AUTOS EQUIPPED WITH RADIO FREQUENCY TRANSCEIVERS

The following Paragraphs are added to **SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible:**

1. A deductible does not apply to "loss" to glass used in the windshield, doors, and windows, if the glass is repaired rather than replaced.
2. A deductible does not apply to covered "autos" that are stolen if they are equipped with a radio frequency transceiver that is part of a stolen vehicle recovery system and:
 - a. You promptly report the theft to the police and inform them that the stolen "auto" is equipped with a radio frequency transceiver;
 - b. Such transceiver was installed, inspected and maintained according to guidelines provided by the transceiver's manufacturer; and either
 - c. The covered "auto" sustains damage as a result of being stolen; or
 - d. The covered "auto" is not recovered within 90 days of the theft.

P. WAIVER OF SUBROGATION

The following Paragraph is added to **SECTION IV – BUSINESS AUTO CONDITIONS, A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a written contract or written agreement with that person or organization.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICES - GENERAL LIABILITY EXTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY,
Paragraph 2. **Exclusions** is amended as follows:

1. EXPECTED OR INTENDED INJURY EXTENSION

Paragraph a. **Expected Or Intended Injury** is deleted and replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. NON OWNED AIRCRAFT CHARTERED WITH CREW EXTENSION

Paragraph g. **Aircraft, Auto Or Watercraft** is amended to add an exception provision to the exclusion as follows:

- a. This exclusion does not apply to aircraft chartered with crew to any insured.
- b. This exception provision does not apply if the chartered aircraft is owned by any insured.
- c. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

3. NON OWNED WATERCRAFT EXTENSION

Subparagraph (2) of g. **Aircraft, Auto Or Watercraft** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 60 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

This insurance is excess over any other valid and collectible insurance available to the insured for aircraft, auto or watercraft whether primary, excess, or contingent.

4. PROPERTY SOLD OR ABANDONED BY YOU

Subparagraph (2) of j. **Damage To Property** is deleted and replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises, and occurred from hazards that were known by you or should have reasonably been known by you at the time the property was sold, given away or abandoned.

5. DAMAGE TO PREMISES RENTED TO YOU

- a. The last Paragraph of 2. **Exclusions** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, when the damage is caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. Paragraph 6. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. The Damage To Premises Rented To You limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems, or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- (1) \$1,000,000; or
- (2) The amount shown on the Declarations for Damage To Premises Rented To You.

6. INVITEE PROPERTY DAMAGE LEGAL LIABILITY

- a. The following is added to subparagraph (4) of j. **Damage To Property**:

However, this exclusion does not apply to "property damage" to your "invitee's" personal property in your care, custody or control caused by fire, lightning, explosion, smoke, water, leaks from automatic fire protective systems; or vandalism or malicious mischief:

- (a) On premises you own or rent or on ways next to premises you own or rent; and
- (b) Arising out of your operations.

For the purposes of this endorsement, personal property does not include any of the following:

- (c) Accounts, bills, currency, food stamps or other evidences of debt; deeds, money, notes, or securities;
- (d) Contraband, or property in the course of illegal transportation or trade; or
- (e) Blueprints, documents, drawings, manuscripts, records or valuable papers.

b. The following is added to SECTION III – LIMITS OF INSURANCE:

Subject to Paragraph 5. above, the most we will pay under Coverage A for the sum of all damages sustained by all "invitees" because of "property damage" to personal property of such "invitees" in your care, custody or control is \$15,000.

7. Paragraph 2. Exclusions is amended to add the following exclusion:

Willful Violation Of A Penal Code Or Statute

"Bodily injury", "incidental medical malpractice liability" or "property damage" arising out of the willful violation of a penal code, statute or regulation relating to the sale or distribution of pharmaceuticals by or with the knowledge or consent of the insured.

B. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions is amended as follows:

1. Subparagraph a. Knowing Violation Of Rights Of Another is amended to add the following:

This exclusion does not apply to "personal and advertising injury" caused by malicious prosecution.

2. Subparagraph e. Contractual Liability is deleted and replaced by the following:

- e.** Advertising injury for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

This provision does not apply if **COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded by endorsement.

C. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, Paragraph 1. is amended as follows:

- 1.** The limit in subparagraph **b.** is increased to \$2,500.
- 2.** The limit in subparagraph **d.** is increased to \$500 a day.

D. ADDITIONAL INSURED

1. SECTION II - WHO IS AN INSURED is amended to include, as an additional insured, any person(s) or organization(s) for whom a written contract or written agreement between you and such person(s) or organization(s) exists and requires such person(s) or organizations(s) to be added as an additional insured to your Policy, but only for liability arising out of "bodily injury," "property damage" or "personal and advertising injury".

a. This endorsement applies only if the written contract or written agreement is:

- (1) Currently in effect or becomes effective during the term of this Policy; and
- (2) Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

b. The insurance afforded to such additional insured only:

- (1) Applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. The insurance provided to the additional insured by this endorsement applies as follows:

a. The person(s) or organization(s) is an additional insured but only for liability caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises owned by or rented to you; or
- (2) In the performance of your ongoing operations.

b. If the additional insured is an architect, engineer or surveyor, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services including:

COMMERCIAL GENERAL LIABILITY

- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or the failure to render any professional services by or for you.

- c. If the additional insured is a lessor of equipment, this insurance only applies to liability caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such additional insured and does not apply to any "occurrence" which takes place after the equipment lease expires.
- d. If the additional insured is a state or governmental agency or political subdivision and has issued a permit in connection with premises you own, rent or control, this insurance applies only with respect to the following hazards for which the state or political subdivision has issued such permit:
 - (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decoration and similar exposures;
 - (2) The construction, erection or removal of elevators; or
 - (3) The ownership, maintenance, or use of any elevators covered by this insurance.
- e. If the additional insured is a state or governmental agency or political subdivision that has issued a permit or authorization with respect to operations performed by you or on your behalf, then this insurance does not apply to:
 - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- f. If the additional insured is a manager or lessor of insured premises, that person or organization is an additional insured only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to:

 - (1) Any "occurrence" that takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of insured premises.
- g. If the additional insured is grantor of franchise, that person(s) or organization(s) is only an additional insured with respect to liability as grantor of a franchise to you.
- h. If the additional insured is an owner or other interest from whom land has been leased, that person(s) or organization(s) is only an additional insured with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

This insurance does not apply to:

 - (1) Any "occurrence" that takes place after you cease to lease that land; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the owner or other interest from whom land has been leased.
- i. If the additional insured is a mortgagee, assignee, or receiver, that person(s) or organization(s) is only an additional insured with respect to their liability as such and arising out of the ownership, maintenance or use of the premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee or receiver.
- j. If the additional insured is a controlling interest, that person(s) or organization(s) is an additional insured but only for their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy those premises.
 - (3) Their requirements for certain performance placed upon you, as a non-profit organization, in consideration for funding or financial contributions you receive from them; or

As respects Paragraph j.(2) above, this insurance does not apply to:

 - (4) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization; or
 - (5) Any "occurrence" which takes place after you cease to be a tenant in that premises.

COMMERCIAL GENERAL LIABILITY

- k. If the additional insured is a vendor, that person(s) or organization(s) is only an additional insured with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, but only if this Policy provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (1) This insurance afforded to the vendor does not apply to:
- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked under the instructions of the manufacturer for the sole purpose of inspection, demonstration, testing or the substitution of parts and then repackaged in the original container;
 - (e) Any failure by the vendor to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your products";
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in subparagraphs k.(d) or k.(f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products".
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- l. If the additional insured is a member or volunteer this insurance only applies with respect to their liability for your activities or activities they perform on your behalf.
- m. If the additional insured is a trustee or member of the Board of Governors this insurance only applies with respect to their duties as such.
3. With respect to the insurance afforded to an additional insured as provided in Paragraphs **D.1.** and **D.2.** above, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
4. With respect to the insurance afforded to an additional insured as provided in Paragraphs **D.1.** and **D.2.** above, this insurance shall not increase the applicable Limits of Insurance shown in the Declarations.
5. If an Additional Insured endorsement is attached to this Policy that specifically names a person or organization as an insured, then the above subsection **D. ADDITIONAL INSURED**s does not apply to such person(s) or organization(s).
6. Paragraph **4. Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include:
For the purposes of the coverage provided by this endorsement, regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary and noncontributory.

E. SECTION II - WHO IS AN INSURED is amended as follows:

1. BROADENED NAMED INSURED

Paragraph **3.** is deleted and replaced by the following:

3. Any business entity organized under the laws of the United States of America (including any state thereof, its territories or possessions), or Canada (including any province thereof) will qualify as a

Named Insured if there is no similar insurance available to that business entity, provided that one or more Named Insureds shown in the Declarations have, at the inception of the policy period, an ownership interest in such business entity of more than 50%. However, if a Named Insured has an ownership interest in a business entity of more than 50%, the business entity will not be a Named Insured if such business entity is an insured under any other liability policy or would be an insured under such policy but for its termination or the exhaustion of its Limit of Insurance.

2. CO-EMPLOYEE COVERAGE AND CO-VOLUNTEER WORKERS

Subparagraphs (a), (b) and (c) under Paragraph 2.a.(1) do not apply to "bodily injury" for which insurance is provided as follows:

- a. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
- b. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employees" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.

3. INCIDENTAL MEDICAL MALPRACTICE – EMPLOYED NURSES, EMT'S AND PARAMEDICS

- a. Paragraph 2.a.(1)(d) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only:

(1) While performing the services described in the definition of "incidental medical malpractice injury"; and

(2) When acting within the scope of their employment by you.

Any "employees" rendering "Good Samaritan Services" will be deemed to be acting within the scope of their employment by you.

- b. For the purposes of determining the applicable Limits of Insurance, any act or omission, together with all related acts or omissions in the furnishing of services for an "incidental medical malpractice injury" to any one person, will be considered one "occurrence".
- c. This provision as provided in Paragraph 3.a. and 3.b. does not apply if:
 - (1) You are in the business or occupation of providing any of the services described in "incidental medical malpractice injury"; or
 - (2) An endorsement is attached to this Policy that specifically provides liability coverage for registered or licensed practical nurses.
- d. The insurance provided by Paragraph 3.a. and 3.b. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this Policy.

4. LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIP OR JOINT VENTURE

- a. The last Paragraph of **SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:
No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, limited liability company or trust that is not shown as a Named Insured in the Declarations. This subparagraph does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

- b. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4.b. **Excess Insurance** is amended to add the following:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available to you for your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations and which is issued to such partnership or joint venture.

F. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. KNOWLEDGE AND NOTICE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The notification requirements of Paragraphs 2.a. and 2.b. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** apply only when the "occurrence", offense, claim or "suit" is known to:

- a. You, if you are an individual;
- b. A partner or member, if you are a partnership or joint venture;

- c. An officer or director, if you are an entity other than a partnership, joint venture or limited liability company;
- d. A member or manager, if you are a limited liability company; or
- e. An insurance manager, risk manager or other "employee" you designate prior to loss to give notice to us.

Knowledge of an "occurrence", offense, claim, or "suit" by your agent, servant or "employee" shall not in and of itself constitute knowledge by you unless an individual in one of the positions listed above has actual knowledge.

2. FAILURE TO DISCLOSE HAZARDS

The following is added to Paragraph **6. Representations**:

If you unintentionally failed to disclose all hazards or prior "occurrences" existing at the inception of this Policy, but reported such error or omission to us as soon as practicable after discovery, we will not deny coverage under this Coverage Part because of such failure.

This provision does not affect our right to collect any additional premium or exercise our right of cancellation or non-renewal.

3. SPECIAL EVENT PREMIUM RATING

The following is added:

Special Event Premium Rating

- a. The rating for this endorsement includes the following special events:

- (1) All indoor special events with less than 2,500 attendees that are less than 24 hours in duration; and
- (2) All outdoor special events with less than 2,500 attendees that are less than 24 hours in duration.

- b. The following special events shall be separately rated for additional premium:

- (1) Any special event that exceeds the number or attendees or duration as shown in **3.a.(1)** or **3.a.(2)** above;
- (2) Any parade, fair or carnival; or
- (3) Any athletic, sporting or motor vehicle event including walks, runs, tournaments, demonstrations, rallies or competitive activities.

4. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Paragraph **8. Transfer Of Rights of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to any "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury", provided that the "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

G. SECTION V – DEFINITIONS is amended as follows:

1. BODILY INJURY

The definition of "bodily injury" in Paragraph **3.** is deleted and replaced by the following:

"Bodily injury" means bodily injury, "incidental medical malpractice injury", mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

2. PERSONAL AND ADVERTISING INJURY

If **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is not otherwise excluded from this Policy, the definition in Paragraph **14.b.** is deleted and replaced by the following:

- b. Malicious prosecution or abuse of process;

The following is added:

"Personal and advertising injury" also means "discrimination" or humiliation that results in injury to a natural person or their reputation, but only if such discrimination or humiliation is:

- (a) Not done intentionally by or at the direction of, or with the knowledge or consent of:
 - i. Any insured; or
 - ii. Any executive officer, director, stockholder, partner or member of any insured organization;
- (b) Not directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment, of any person or persons by any insured;
- (c) Not prohibited by or held in violation of law, public policy, legislation, court decision or administrative

ruling;

(d) Not arising out of any "advertisement" by the insured.

3. INSURED CONTRACT

a. Subparagraph a. of the definition of "insured contract" is deleted and replaced by the following:

a. A contract for a lease of premises.

b. Subparagraph f. of the definition of "insured contract" is deleted and replaced by the following:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" "property damage" or "personal and advertising injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

4. PRODUCTS-COMPLETED OPERATIONS HAZARD

The definition of "products-completed operations hazard" in Paragraph 16. is amended to add the following:

Includes all "bodily injury" and "property damage" arising out of your "designated products" on premises you own or rent; on premises used by you for a special event related to your business; or on connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad, next to any such premises you own or rent, or use for a special event.

For the purpose of this definition, "designated products" means apparel, buttons, CD's, DVD's, posters, stickers, tapes and other similar products used to promote a special event related to your business.

The following definitions are added:

5. "Discrimination" means:

- a. Unfair treatment of a natural person or organization including but not limited to discrimination based upon race, color, ethnic or national origin, religion, age, gender, marital status, sexual orientation or preference, pregnancy, physical disability or impairment, or mental disability or impairment; or
- b. Any act or conduct that would be considered "discrimination" under any applicable federal, state, or local statute, ordinance or law.

6. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is requested or paid.

7. "Incidental medical malpractice injury" means "bodily injury", mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- c. First aid.

8. "Invitee" means any of your clients, customers, guests, members, patrons, supporters, and "volunteer workers"; however, it does not include any person who is your "employee", "temporary worker" or independent contractor.

All other terms and conditions of the policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver: Anyone for whom you have agreed to provide this Waiver, as required by written contract, per the terms of this endorsement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 3/1/21-3/1/22
Insured

Policy No. 4087407708

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

Exhibit G RISK ASSESSMENT MONITORING TOOL

Contract Goals

Performance Measures	Risk Level			Risk Score
	Low Risk (1)	Medium Risk (2)	High Risk (3)	
Employed, in education, or in Occupation Skills Training 2 nd quarter after exit	≥ 100.00% of Goal	99.99% ≤ 90.00% to Goal	< 90.00% of Goal	
Employed, in education, or in Occupation Skills Training 4 th quarter after exit	≥ 100.00% of Goal	99.99% ≤ 90.00% to Goal	< 90.00% of Goal	
Median Earnings	≥ 100.00% of Goal	99.99% ≤ 90.00% to Goal	< 90.00% of Goal	
Credential Attainment	≥ 100.00% of Goal	99.99% ≤ 90.00% to Goal	< 90.00% of Goal	
Measurable Skill Gains	Q1: ≥ 25% to Goal Q2: ≥ 50% to Goal Q3: ≥ 75% to Goal Q4: ≥ 100% of Goal	Q1: 24.99% ≤ 22.50% to Goal Q2: 49.99% ≤ 45.00% to Goal Q3: 74.99% ≤ 67.50% to Goal Q4: 99.99% ≤ 90.00% to Goal	Q1: < 22.50% to Goal Q2: < 45.00% to Goal Q3: < 67.50% to Goal Q4: < 90.00% of Goal	
Total Youth Served (Negotiated in Contract)	Q1: ≥ 25% to Goal Q2: ≥ 50% to Goal Q3: ≥ 75% to Goal Q4: ≥ 100% of Goal	Q1: 24.99% ≤ 22.50% to Goal Q2: 49.99% ≤ 45.00% to Goal Q3: 74.99% ≤ 67.50% to Goal Q4: 99.99% ≤ 90.00% to Goal	Q1: < 22.50% to Goal Q2: < 45.00% to Goal Q3: < 67.50% to Goal Q4: < 90.00% of Goal	
New Youth Served (Fraction of Total Youth Served)	PY 2021-22: ≥ 65% of Annual Enrollments PY 2022-23: ≥ 70% of Annual Enrollments PY 2023-24: ≥ 75% of Annual Enrollments	PY 2021-22: 64.99% ≤ 58.50% of Enrollments PY 2022-23: 69.99% ≤ 63.00% of Enrollments PY 2023-24: 74.99% ≤ 67.50% of Enrollments	PY 2021-22: < 58.50% of Enrollments PY 2022-23: < 63.00% of Enrollments PY 2023-24: < 67.50% of Enrollments	
Customer Satisfaction	≥ 90% of surveys contained positive feedback	≥ 85% of surveys contained positive feedback	< 80% of surveys contained positive feedback	
Work Experience Expenditure Requirements	Q1: ≥ 25% to Goal Q2: ≥ 50% to Goal Q3: ≥ 75% to Goal Q4: ≥ 100% of Goal	Q1: 24.99% ≤ 22.50% to Goal Q2: 49.99% ≤ 45.00% to Goal Q3: 74.99% ≤ 67.50% to Goal Q4: 99.99% ≤ 90.00% to Goal	Q1: < 22.50% to Goal Q2: < 45.00% to Goal Q3: < 67.50% to Goal Q4: < 90.00% of Goal	
TOTAL POINTS				0

Risk Level	Risk Score
Low Risk	1-9
Medium Risk	10-18
High Risk	>19