

PROFESSIONAL SERVICE AGREEMENT

Between

SER-Jobs for Progress of Southern Arizona, Inc. ("SER")

and

ARIZONA@WORK Santa Cruz County ("ARIZONA@WORK-SCC")

Effective Date: March 5, 2026

Termination Date: May 29, 2026

SECTION 1: PURPOSE

This Agreement establishes the terms under which SER-Jobs for Progress of Southern Arizona, Inc. ("SER") will provide work-experience coordination, worksite approval, payroll management, and compliance support for ARIZONA@WORK Santa Cruz County ("ARIZONA@WORK-SCC") for eligible youth participants enrolled in the Workforce Innovation and Opportunity Act ("WIOA") Youth Program.

SECTION 2: SCOPE OF SERVICES

2.1 SER Responsibilities

- Assign a Workforce Development Specialist to coordinate program operations and compliance.
- Review and approve worksites identified and developed by ARIZONA@WORK-SCC.
- Execute a User Agency Agreement with each approved worksite.
- Develop job descriptions tailored to employer needs.
- Track participant attendance and hours for payroll and invoicing purposes only.
- SER may also review attendance and hours for compliance, safety, and worksite coordination purposes.
- Manage payroll, fringe benefits, and timekeeping.
- Ensure interns do not work when the worksite is closed or when ARIZONA@WORK-SCC determines the participant is not eligible.
- Provide payroll-related orientation materials. Day to day supervision is the responsibility of the worksite employer.
- Provide invoice to ARIZONA@WORK-SCC for services rendered
- Pay interns \$15.30 per hour plus applicable fringe.

2.2 SER Role

SER is a contractor and not a sub-recipient of WIOA funds; SER retains authority to manage operational activities related to worksite coordination, payroll administration, and enforcement of SER internal policies within the defined scope of services. SER does not exercise authority over WIOA program design, eligibility, participant outcomes, or case management functions. ARIZONA@WORK-SCC maintains sole authority over WIOA eligibility, case management, and

ISS development. Worksite monitoring conducted by SER is limited to safety, compliance, and verification of appropriate work experience activities.

2.3 Documentation and File Support

SER shall maintain a separate internal file containing all documentation required for its coordination and compliance responsibilities, including timesheets, signed job descriptions, payroll records, attendance logs, User Agency Agreements, and other administrative documentation. SER shall provide ARIZONA@WORK-SCC case managers with all required documentation needed for official WIOA participant files. SER does not create or maintain official WIOA case files

2.4 Eligibility Clarification

SER shall not perform case management functions, including but not limited to eligibility determination, Individual Service Strategy (ISS) development, goal setting, service planning, progress evaluation, or exit determination. All case management authority remains solely with ARIZONA@WORK-SCC.

2.5 ARIZONA@WORK-SCC Responsibilities

- Conduct all WIOA eligibility determinations and case management.
- Identify, recruit, and develop worksites for placement.
- Provide SER with employer information needed for User Agency Agreements.
- Approve job descriptions developed by SER.
- Ensure participants meet program requirements and maintain eligibility.
- Notify SER of closures, participant issues, or eligibility changes.
- Review and execute invoices provided by SER for services rendered.
- Make payment within 30 days of receiving a properly documented invoice.
- Participants may be terminated only in collaboration between SER and ARIZONA@WORK-SCC, following a shared review and agreement on the action.

SECTION 3: PARTICIPANT REQUIREMENTS

- Provide services to up to 10 eligible youth participants.
- Each participant will complete 229 hours of paid work experience.
- Participants must comply with all conduct, attendance, and safety standards.

ARIZONA@WORK-SCC will conduct all case-management-related monitoring of participant progress and outcomes, while SER will conduct worksite monitoring as part of its coordination and compliance responsibilities. Both SER and ARIZONA@WORK-SCC will monitor participants within their respective roles to ensure program compliance and participant success.

SECTION 4: COMPENSATION

4.1 Participant Compensation.

SER is solely responsible for compensating staff and participants as provided in **Exhibit A**, which is appended to this Agreement and incorporated hereinto by reference. ARIZONA@WORK-SCC is not responsible for any direct compensation to staff or participants.

4.2 Billing Structure

SER shall invoice ARIZONA@WORK-SCC for the full cost of staff, travel, and operational expenses as outlined in Exhibit A, regardless of whether an individual participant completes the program. These costs are tied to services provided, coordination, and administrative requirements and are not reduced or prorated due to early exits, non-completion, or reduced participation.

ARIZONA@WORK-SCC shall be billed only for participant wages based on the actual number of hours each participant completes and records on approved time sheets.

SECTION 5: LEGAL AND OPERATIONAL PROVISIONS

5.1 Termination

Either party may terminate this Agreement with thirty (30) days written notice. ARIZONA@WORK-SCC may terminate immediately for cause, including non-performance, non-compliance, or misuse of funds.

5.2 Insurance

SER shall maintain all insurance required by law, including general liability, workers' compensation, and automobile coverage, and shall provide certificates of insurance upon request.

5.3 Mutual Indemnification

To the extent permitted by law and notwithstanding any liability insurance or other conditions of this Agreement, each party hereby covenants and agrees to indemnify, defend and hold harmless the other party, its officials, officers, employees, contractors and agents for, from and against all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement to the extent relating to or arising out of any act or omission of the indemnifying party, its officials, officers, employees, contractors, agents and/or anyone acting under its direction or control whether intentional or negligent, in connection with this Agreement.

5.4 Confidentiality

SER and ARIZONA@WORK-SCC shall protect all participant information in accordance with federal, state, and local confidentiality requirements, including WIOA, FERPA (if applicable), and local workforce policies.

5.5 Compliance with Laws

Both parties shall comply with all applicable federal, state, and local laws, regulations, and policies, including but not limited to WIOA, the Fair Labor Standards Act, E-Verify requirements, and nondiscrimination provisions.

5.6 Non-Appropriation

This Agreement is subject to the availability of funds. If funding is reduced or discontinued, ARIZONA@WORK-SCC may terminate the Agreement without penalty.

5.7 No Joint Venture

Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship between the parties.

5.8 No Third-Party Beneficiaries

This Agreement is for the benefit of the parties only and does not create rights for any third party.

5.9 Participation in Similar Activities

Both parties may enter into similar agreements with other entities and nothing herein restricts such activity.

5.10 Property and Equipment

Any property purchased with program funds shall be used solely for program purposes and disposed of in accordance with federal and local property management rules.

5.11 Waiver

Failure of either party to enforce any provision shall not constitute a waiver of future enforcement of that or any other provision.

5.12 Assignment

Neither party may assign or transfer any rights or obligations under this Agreement without prior written consent of the other party.

5.13 Governing Law

This Agreement shall be governed by the laws of the State of Arizona.

5.14 Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, oral or written.

5.15 Amendment

Any modification to this Agreement must be in writing and signed by both parties.

5.16 Severability

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

5.17 Effective Date

This Agreement becomes effective upon the date of the last signature.

SECTION 6: NOTICE

SER-JOBS FOR PROGRESS

Ernest Urias, Director
Erik Dorame, Program Coordinator
Mary Ellen Lenzen, Fiscal Supervisor
40 W. 28th Street
Tucson, AZ 85713

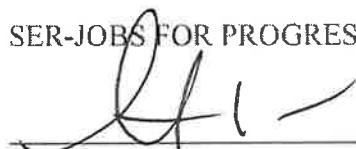
SANTA CRUZ COUNTY

Zaida Bustamante
Workforce Development Director
2150 N. Congress Drive
Nogales, AZ 85621

The individuals signing below represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of the Parties after it has been approved at a public meeting by the respective public bodies.

CONTRACTOR:

SER-JOBS FOR PROGRESS

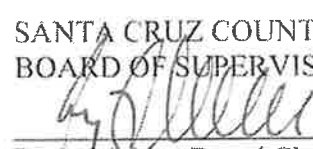


Ernesto P. Urias, Director

Date: 9 March 2024

APPROVED:

SANTA CRUZ COUNTY
BOARD OF SUPERVISORS



Rudy Molera, Board Chairman

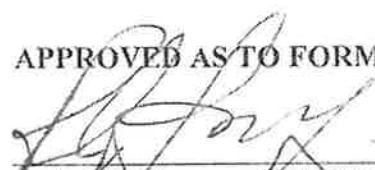
Date: 3/4/2020

ATTEST:



Alma Schultz, Clerk of Board

APPROVED AS TO FORM:



Robert F. May, Chief Civil Deputy
Santa Cruz County Attorney's Office

EXHIBIT A – APPROVED BUDGET (Spring 2026)

Project Period: March 5, 2026 – May 29, 2026

Staff Costs

- Workforce Development Specialist: \$2,128.00
- Fringe (30%): \$638.40

Total Staff Costs: \$2,766.40

Participant Wages

- Cost per participant: \$3,902.00
- Total for 10 participants: \$39,020.00

Transportation

- Mileage reimbursement: \$1,256.92

Operational Costs

- Operational Costs: \$6,456.50

Total Program Cost

\$49,499.82

Cost Per Participant: \$4,949.98