

Scope of Work  
Employment Services  
Privatization of the Jobs Program

**1.0 ADES MISSION AND VISION STATEMENTS:**

**1.1 ADES Vision:** Every child, adult, and family in the State of Arizona will be safe and economically secure.

**1.2 ADES Mission:** The Arizona Department of Economic Security (ADES) promotes the safety, well-being, and self-sufficiency of children, adults, and families.

**2.0 Guiding Principles:** The ADES Guiding Principles guide the development and decision making for the Jobs Program Privatization.

**2.1 Systems of Care shall:**

- Be customer and family-driven;
- Be effectively integrated;
- Protect the rights of families and individuals;
- Allow smooth transitions between programs;
- Build community capacity to serve families and individuals;
- Emphasize prevention and early intervention; and
- Respect customers, partners, and fellow employees.

**2.2 Services shall:**

- Be evaluated for outcomes;
- Be coordinated across systems;
- Be personalized to meet the needs of families and individuals;
- Be accessible, accountable, and comprehensive;
- Be culturally and linguistically appropriate and respectful; and
- Be strength-based and delivered in the least intrusive manner.

**2.3 Leaders shall:**

- Value DES employees;
- Lead by example;
- Partner with communities;
- Be inclusive in decision making; and
- Ensure staff are trained and supported to do their jobs.

**3.0 Purpose**

**3.1** The privatization of the Arizona Jobs Program case management and employment services includes:

**3.1.1** Reduce the incidence of poverty in Arizona

**3.1.2** Reduce the size of the Temporary Assistance for Needy Families (TANF) caseload by increasing the rate of permanent unsubsidized employment placements among work eligible individuals

**3.1.3** Effect increased self-sufficiency for clients through a comprehensive, client-focused planning and service delivery process

**3.1.4** Establish a framework to ensure that Arizona continues to meet the federal TANF Work Participation Rate

**3.1.5** Increase community involvement through Contractor participation in community agencies

**3.2 Legal Authority:** A.R.S. §41-1954.A.6 provides the Department the authority to contract and incur obligations within the general scope of its activities and operations.

**3.3 Projected Awards:**

It is the intent of ADES to award one contract for each Service Delivery Area (SDA). Therefore, if an Offeror is awarded a contract for SDA 1 (Maricopa) and SDA 2 (all other counties in Arizona), the Contractor shall have two separate and distinct contracts. Co-mingling of funds, personnel, required activities, services, or any other contract requirement, term, condition or administrative function by the Contractor or ADES is not permitted.

3.3.1 Providers eligible to compete for the Jobs Program case management and employment service contracts include private, for profit businesses, nonprofit community organizations, community college districts, and local governmental and tribal governmental entities.

3.3.2 It is anticipated that the awards will be made by **March 31, 2015**, after which a three (3) month transition period shall take place. Services shall begin on **July 1, 2015**.

#### 3.4 Service Delivery Areas (SDA)

3.4.1 SDAs are as follows:

1. SDA 1: Maricopa County
2. SDA 2: All other Counties within Arizona

3.4.2 The Hopi Tribe, White Mountain Apache Tribe, and San Carlos Apache Tribe currently operate their own Jobs Programs and clients who are members of these tribes are not part of the caseload for services under this contract.

3.4.3 The Contractor shall serve Department clients residing on Tribal Lands that are not excluded from the SDA per 3.4.2 where the Tribal Land is located.

3.4.4 The Contractor shall serve non-tribal members living on Tribal Lands within the Contractor's SDA, who are not being served by a Tribal program.

3.4.5 The Contractor shall serve Tribal members living off Tribal lands for the SDA where the individual resides, except in certain communities that border the Navajo Nation including Flagstaff, Grand Canyon, Holbrook, Joseph City, Marble Canyon, Page, Snowflake, Winslow, and Wupatki where services are provided by the Navajo Nation to tribal members.

3.5 Funding: The services contracted herein are funded in full by an annual legislative appropriation. The actual funding is contingent upon legislative appropriation; any reductions in funding or revised allocation by the Department or the Jobs Program will be incorporated into the contract.

3.6 Definitions: Definitions are incorporated herein as **06A Scope of Work Definitions**

#### 4.0 **Service Description**

4.1 Taxonomy Definition: Services that provide activities and assistance in support of finding, entering or retaining a job for individuals or groups.

4.2 This service includes: Establishment of a statewide privatized system of the Jobs Program case management and employment services in accordance with the requirements of ARS § 46-300.01. The Jobs Program provides eligible individuals the opportunity to become economically independent through employment by providing a variety of supportive and specialized services to work eligible individuals. The case manager assists the participants in removing the barriers that prevent transition from public assistance to economic independence. Services are available to assist with participation in work activities, removing barriers to employment and self-sufficiency, acceptance and maintenance of employment and support during the transition from TANF Cash Assistance dependency to economic independence. The Contractor shall verify all documented hours of work participation as defined in the Arizona's TANF Work Verification Plan as required by the Deficit Reduction Act (DRA) of 2005.

4.3 Service Eligibility Requirements/Target Population: The target populations are clients that are work eligible individuals who are required to participate in work activities to maintain their cash assistance eligibility. Adult clients and family members in child-only TANF cases are NOT in the target population.

4.3.1 As a condition of eligibility or continued eligibility for TANF cash assistance, all clients are subject to work activity requirements administered by the Jobs Program.

- 4.4 Background: ADES is responsible for the implementation of Arizona's Temporary Assistance to Needy Families (TANF) and the Jobs Program component in accordance with Title IV-A of the Social Security Act as amended by the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, and the Deficit Reduction Act of 2005.
- 4.4.1 TANF provides assistance and work opportunities to needy families by granting States the federal funds and wide flexibility to develop and implement their own welfare programs.
- 4.4.2 The Jobs Program is the TANF employment program administered by ADES as directed by ARS Title 46, Chapter 2, Article 5.
- 4.4.3 In 2004, Senate Bill 1265, which amended ARS § 46.300.01, was adopted by the state legislature. ARS § 46-300.01 requires ADES to issue a Request for Proposal RFP for the statewide privatization of the Jobs Program. This solicitation is issued in response to that privatization.
- 4.4.4 The Department's organizational structure houses the other programs primarily involved in Arizona's Jobs Program, thus enhancing the close collaboration needed to most effectively administer the Jobs Program. The Division of Benefits and Medical Eligibility (DBME) is responsible for the administration of the TANF Cash Assistance (except emergency cash benefits) program. The Division of Employment and Rehabilitation Services (DERS) is responsible for the administration of the Jobs Program under TANF, and for Child Care. The Division of Child Support Services (DCSS) is responsible for the administration of child support enforcement activities related to TANF eligibility.
- 4.4.5 The Family Assistance Administration (FAA) within DBME determines the family's eligibility for cash assistance based on State laws and rules, Federal regulations, and Department policies. FAA considers the family's income, resources, and other factors to determine eligibility for cash assistance. Following that determination, FAA refers work eligible individuals to the Jobs Program within the DERS Employment Administration (EA) for participation in work activities in the Jobs Program and to DCSS for child support enforcement services. The Jobs Program refers work eligible individuals to the DERS Child Care Administration (CCA) to obtain associated child care services.

## **5.0 Contractor Requirements:**

The Contractor shall:

- 5.1 Comply with the Health Insurance Portability and Accountability Act of 1996, Business Associates Agreement (Attachment 21), Business Associate Agreement.
- 5.2 Comply with Title VI of the Civil Rights Act that prohibits discrimination on the basis of race, color, or national origin in the programs or activities receiving Federal financial assistance.
- 5.3 Comply with all TANF regulations as listed in FDR 45 CFR 260.35, as may be amended.
- 5.4 Ensure that the use of subcontracted or support service network service providers does not result in duplication of administrative functions or cost between the Contractor and subcontractors and/or collaborators.
- 5.5 Ensure that subcontractors obtain and maintain on file all applicable required insurance as outlined in the ADES Special Terms and Conditions and make them available for review by Department personnel upon request.
- 5.6 Maintain a fully executed original of the Memorandum of Understanding with each collaborator/ collaboration, which shall be immediately accessible to the Department.
- 5.7 Notify the Department, in writing and within two (2) working days, of any change to its collaborators/collaborations and/or change in a collaborator's/collaboration's services.
- 5.8 Provide the necessary professional, paraprofessional and administrative services for the representation of the Contractor and/or subcontractor for administrative or judicial review related to decisions and/or actions of the Contractor and/or its subcontractors,.

- 5.9 Perform Jobs Program case management services, provide quality service and be responsive to the needs of the Jobs Program participants.
- 5.10 **Knowledge:**
- 5.10.1 Verify prior to service delivery that all staff members, including those of sub-contractors, are knowledgeable of the program's policies, procedures and trainings identified in sections 5.10 and 5.11.
- 5.10.2 Follow the policies and procedures, as may be amended, of the Jobs Program as documented in all Jobs Program information published by EA. Policy and Procedure sources are as follows:  
Base Information Sources:
1. The Jobs Program Policy Manual [https://www.azdes.gov/uploadedFiles/Employment\\_and\\_Rehabilitation\\_Services/Employment\\_Administration/jobs\\_policy\\_manual.pdf](https://www.azdes.gov/uploadedFiles/Employment_and_Rehabilitation_Services/Employment_Administration/jobs_policy_manual.pdf)
  2. The Jobs Program User Guide [http://intranet.azdes.gov/uploadedFiles/Employment\\_and\\_Rehabilitation\\_Services/Employment\\_Administration/jobs\\_user\\_guide.pdf](http://intranet.azdes.gov/uploadedFiles/Employment_and_Rehabilitation_Services/Employment_Administration/jobs_user_guide.pdf)
  3. The Arizona TANF Work Verification Plan [http://intranet.azdes.gov/uploadedFiles/Employment\\_and\\_Rehabilitation\\_Services/Employment\\_Administration/jobs\\_tanf\\_plan\\_2007.pdf](http://intranet.azdes.gov/uploadedFiles/Employment_and_Rehabilitation_Services/Employment_Administration/jobs_tanf_plan_2007.pdf)
  4. 45 CFR 261 45 CFR 261
  5. ARS § 46-299 ARS § 46-299 and 300 ARS § 46-300
  6. AAC Title 6, Chapter 10 AAC Title 6, Chapter 10
- Information Update Sources Employment Administration Policies and Procedures:
1. EA Information Broadcasts
  2. EA Policy Broadcasts
  3. EA System Broadcasts
- 5.11 **Training:**
- 5.11.1 Request Department "compliance with due process before imposing a sanction" training for Contractor-designated personnel. Upon completion of training, the Contractor-designated personnel shall then conduct training for the Contractor's staff.  
 Due process training shall include:
- 5.11.2 Eliminating possible barriers that may hinder an individual in the Jobs Program from obtaining and retaining work
- 5.11.3 Not sanctioning Jobs Program participants who demonstrate compliance with the Jobs Program requirements. Accomplish the training of these requirements by training on:
1. The Jobs Administrative Rules, A.A.C. Title 6, Chapter 10 as may be amended ([http://www.azsos.gov/public\\_services/Title\\_06/6-10.htm](http://www.azsos.gov/public_services/Title_06/6-10.htm));and
  2. The procedures in the Department Jobs Program Policy Manual, Section 800, including the issuance of related client notices via the Jobs Automated System (JAS) and AZTECS. A copy of these procedures is available at [https://egov.azdes.gov/cmsinternet/main.aspx?menu=262&id=2710&ekmense1=15074e5e262\\_0\\_2710\\_3](https://egov.azdes.gov/cmsinternet/main.aspx?menu=262&id=2710&ekmense1=15074e5e262_0_2710_3).
- 5.11.4 Be fully responsible and accountable for compliance with the following provisions:
- 5.11.4.1 The use of ADES automated systems needed to operate the Jobs Program, including, but not limited to:
1. Jobs Automated Systems (JAS);

2. Health-e-Arizona (HEAplus);
3. Arizona Job Connection (AJC);
4. Arizona Technical Eligibility Computer System (AZTECS);
5. Jobs Integrated Reporting System (JIRS); and
6. Annual Information Security Awareness Training.

5.11.5 Comply with Annual Information Security Awareness Training.

5.11.5.1 Pursuant to direction contained in the Computer Security Act of 1987 (Public Law 100-235), each State Agency shall provide for the mandatory periodic training in computer security awareness and accepted computer security practices of all employees who are involved with the management, use, or operation of each State computer system within or under the supervision of that agency staff support provided within Department network.

5.11.6 Verify that all applicable staff, including subcontractors' staff, receives all mandatory training throughout the contract terms.

5.11.7 Verify compliance with any future mandatory training requirements.

5.11.8 Make available for ADES review on an ongoing basis the curriculum for all Contractor-provided training.

5.11.9 Obtain prior ADES approval of any curriculum created by the Contractor and, at the direction on ADES, modify curriculum.

## **6.0 Service Delivery Requirements: The Contractor shall**

### **6.1 Assessment**

6.1.2 Assess the client to determine the client's abilities and various needs through the utilization of a standardized assessment instrument.

6.1.2.1 Receive pre-approval by ADES for any instruments used for client assessment and match the instrument with the type of client being assessed (i.e. first-time Jobs program customer, repeat Jobs Program customer, and Individuals with Significant Barriers to Employment).

6.1.3 Conduct a Career Assessment on Jobs Program clients to determine a client's interests and goals;

6.1.4 Conduct an In-Depth Barrier Assessment on Jobs Program clients to identify barriers to successful, permanent, unsubsidized employment and self-sufficiency; and

6.1.5 Service delivery may include the following assessments that may be subcontracted to a licensed professional:

1. Medical Assessment – A medical evaluation that takes into account the client's medical history and current medical condition for the purpose of determining the client's functioning level.
2. Psycho-Social Assessment – Evaluates the client's history, emotional status, and current behavior in their environment for the purpose of determining their functioning level.
3. Educational Assessment – Evaluates the client's reading, writing math abilities.
4. Vocational Assessment – Identifies, analyzes and evaluates the client's vocational skills, interests and potential success in a particular job or field.

### **6.2 Creation of an Employment and Career Development Plan (ECDP)**

6.2.1 Develop with the client an ECDP that serves as the federally required employment plan document to help the client achieve and maintain career-oriented, permanent unsubsidized employment prior to the end of the client's lifetime TANF limit.

6.2.2 Retain a copy of the ECDP document in the case record. If using electronic case files, retain a stored image of the ECDP that contains the case manager's and client's signature.

6.2.3 The ECDP:



- 6.2.3.1 Outlines the strategies to achieve the removal of barriers to enable participation in work activities.
- 6.2.3.2 Uses a client-centered approach in creating the ECDP that invites, encourages, and includes the client in development and implementation of the plan.
- 6.2.3.3 Focuses on sustainable career development for the client to help ensure the client receives the employment and training opportunities needed to achieve and sustain long-term self-sufficiency.
- 6.2.3.4 Outlines employment focused strategies which are specific, measurable, attainable, relevant, time-limited, and clearly identify the:
  - 1. Employment Goals;
  - 2. Work activities; and
  - 3. Supportive services.
- 6.2.3.5 Include the following as applicable:
  - 1. Life-Time Limit Action: Direct contact for clients whose benefits will expire within six (6) months because the client is about to reach Arizona's life-time TANF limit or will lose eligibility due to the children in the family aging out of TANF eligibility;
  - 2. Deferred Status: A plan to encourage a client deferred from federal requirements to participate in appropriate state-defined or federal activities while on deferred status to ensure continued progress toward employment and self-sufficiency.
- 6.3 **Case Management;**
- 6.3.1 Facilitate a relationship between the case manager and the client to ensure thorough and effective case management services
- 6.3.2 Develop a positive relationship with each client through open communication, mentoring and modeling.
- 6.3.3 Utilize a case management approach that:
  - 1. Invites, encourages and includes the client input in his/her own case planning and management;
  - 2. Assists clients in overcoming their barriers to program participation and employment;
  - 3. Places clients in appropriate state and federal work activities;
  - 4. Follows the guidelines and requirements set forth in the Limited English Proficiency (LEP) provisions of Title VI of the U.S. Civil Rights Act of 1964; 45 CFR 80.3(b)(2) and Executive Order 13166;
  - 5. Facilitates and advocate's for the client's access to other government and community services.
- 6.3.4 Employ a tiered case planning approach encompassing three separate, unique tracks for each of the following client designations:
- 6.3.4.1 **First-Time Jobs Program Customer track traits**
  - 1. Defined as work ready individuals having no barriers to employment or barriers that can be resolved within fifteen (15) business days.
  - 2. Approach shall focus on ensuring the client is rapidly engaged in work-related activities and moves quickly toward employment in a sustainable wage field.
  - 3. Provide wrap-around services such as post-employment services to ensure the client does not become a repeat Jobs Program customer.
- 6.3.4.2 **Repeat Jobs Program Customer track traits**
  - 1. Defined as clients who have been on TANF within the past 36 months or have recurring episodes of dependence on TANF for subsistence.
  - 2. Conduct a more in-depth assessment to identify the root cause of their recidivism in order to create a service plan that will more effectively address the cause of needing assistance more than once.
  - 3. Establish a plan that includes community partners and other ADES programs to ensure a successful transition to self-sufficiency.

4. Provide wrap-around services such as post-employment services to ensure the client does not become a repeat Jobs Program customer.

**6.3.4.3 Hard-to-Employ Clients track traits**

1. Defined as work ready individuals facing significant barriers that require more than fifteen (15) calendar days to resolve. Such barriers may include little or no work experience, having a criminal history, or requiring specialized assistance in securing and maintaining employment.
2. Provide an enhanced assessment of the client to determine what career field may be a best fit for the skill and abilities of the client.
3. Actively recruit employers who are willing to hire ex-offenders and will match those employers with clients who are ex-offenders and in the Jobs Program.
4. Focus on job coaching to ensure the client maintains employment and providing resources and referrals which may be helpful to prevent types of behaviors that could lead to barriers.
5. Provide wrap-around services such as post-employment services to ensure the client does not become a repeat Jobs Program customer.

**6.3.5 Translation/Interpretation Services**

- 6.3.5.1** Employ bilingual case managers and/or a Translation Service that are compliant with the Department's LEP policy in order to provide assistance to clients in need. Standard translation services include, but are not limited to:
1. Verbal communication with client's speaking any language other than English;
  2. Document conversion into any language other than English; and
  3. Braille or TTY/TDD communications.

**6.3.6 Children Services**

- 6.3.6.1** Fully discuss with the client all services and rights to receive child care assistance.
- 6.3.6.2** Review the Child Care Rights and Responsibilities form with the client;
- 6.3.6.3** Assess child care needs based on the activities as defined in the ECDP;
- 6.3.6.4** Verify the client will participate in the activities required to receive child care services;
- 6.3.6.5** Provide the client with a referral, at least five (5) days in advance of the activity start date, to the ADES Child Care Administration.
- 6.3.6.6** Cooperate with Arizona Department of Child Safety (DCS) in cases that DCS is managing for the client. DCS is the lead in case planning and execution. DCS case plan activities take precedence over Jobs Program activities
1. Cooperate with DCS by:
    1. Serving as a member of the services team for the client;
    2. Coordinating the client's activities with the DCS case manager;
    3. Establishing and contributing to the maintenance of an integrated case plan that incorporates Jobs Program activities; and
    4. Provide support services, pursuant to the Jobs Program policy, as a means to remove barriers to successful employment.
  2. Maintain the ADES case manager relationship with the client.

**6.3.7 Meetings and Contact:**

- 6.3.7.1** Use a service delivery method, when applicable, that emphasizes the personal connection between the case manager and the client, enabling clients to receive personalized case management.
- 6.3.7.2** Notify clients of upcoming meetings and other scheduled appointments at least five (5) days prior to the appointment or event.

**6.3.8 Documentation/Case Records**

- 6.3.8.1 Document all activities in the client's case records. Updated within one (1) business day of the occurrence of an event or service the case record and JAS. Legibly indicate the date of the event and the name of the case manager making such entry. Examples of action items to be documented are:
1. All contacts whether by phone, e-mail, letter or in person;
  2. All completed tasks;
  3. All referrals;
  4. All client expenditures;
  5. All materials provided to and by the client;
  6. All communications with partner agencies regarding the client; and
  7. All milestones in the client's case.
- 6.3.8.2 Maintain accurate and effective records that allow monitoring of case management activities and client-related expenditures, and allow for a smooth transition from one SDA to SDA. All case records, both hard and electronic copies, are the property of ADES. Case records are subject to subpoenas for court hearings, grievances, etc., and, as such, shall be factual, objective and precise.
- 6.3.9 **Job Development Activities**
- 6.3.9.1 Provide, or partner with appropriate organizations to provide, job placement services including the appropriate tools to effectively conduct a job search.
- 6.3.9.2 Engage and coordinate with the Workforce Innovation and Opportunity Act (WIOA) program in order to utilize workforce services and information at local comprehensive one-stop centers or appropriate satellite locations.
- 6.3.9.3 Include in the Contractor's job development:
1. Involving employers in the job development strategy, program design and placement process;
  2. Strategies for placing clients with employers that provide appropriate wages and benefits that will support permanent, unsubsidized employment; and
  3. A career focused method for placing clients in permanent, unsubsidized employment with a potential for career advancement.
- 6.3.9.4 Provide access to work-related activities that will help build the client's experience and workplace skills;
- 6.3.9.5 Provide access to a resource room that:
- a. Is available to the public;
  - b. Is able to accommodate individuals of other programs referred by ADES;
  - c. Allows extended use of telephones, voicemail, fax machines, computers, printers, internet access, and e-mail for purposes of research and communication as per the ECDPs.
  - d. Has instructional information for the Arizona Job Connection (AJC) system posted on each computer station.
  - e. Is onsite, if possible
- 6.3.10 **Compliance and Sanctioning**
- 6.3.10.1 Monitor client participation to ensure compliance with the signed ECDP in accordance with 45 CFR 261.13 as may be amended.
- 6.3.10.2 Initiate a recommendation for sanctions in the event of non-compliance, pursuant to 42 U.S.C. § 608(b), 45 CFR 261.13, the Jobs Policy Manual § 2-10.800; as may be amended. The Contractor shall not recommend sanction for the client if failure to participate is a result of unavailable, unaffordable or unsuitable child care, pursuant to Arizona Jobs rules, Arizona Administrative Code Title 6, Chapter 10, Article 1. Based on the recommendation for sanction, the Department staff will take the necessary action to impose a sanction.
- 6.3.10.3 Comply with due process before imposing a sanction by:



1. Eliminating possible barriers that may hinder an individual in the Jobs Program from participating in work activities;
2. Not sanctioning Jobs participants who demonstrate compliance in work activities;
3. Accomplish these requirements by complying with the Jobs Administrative Rules, A.A.C. Title 6, Chapter 10; and the procedures in the Department Jobs Program Policy Manual, Section 800, including the issuance of related client notices via the Jobs Automated System (JAS) and AZTECS. A copy of these procedures is available at [https://egov.azdes.gov/cmsinternet/main.aspx?menu=262&id=2710&ekmense=15074e5e\\_262\\_0\\_2710\\_35.3](https://egov.azdes.gov/cmsinternet/main.aspx?menu=262&id=2710&ekmense=15074e5e_262_0_2710_35.3).

6.3.10.4 Through the contract monitoring process, ADES will review completed sanction cases to ensure the sanction processes and decisions are valid. If it is determined that a case was sanctioned in error, the sanction shall be rescinded and supplemental payments will be issued to the TANF household.

#### 6.3.11 **Complaint Resolution and Displacement Grievance Procedure**

6.3.11.1 Provide a process for client complaint resolution as well as a grievance procedure for employees displaced by Jobs Program clients in unpaid or subsidized jobs. The process shall be convenient for the client, easy to understand and provide for a timely resolution of issues including an expedited resolution timeframe for urgent matters. The processes for client complaint resolution shall be in line with AAC R6-10-120, Jobs Program Policy Section 1006, and Jobs Program User Guide Section 1004. The Displacement Grievance procedure shall be in compliance with AAC R6-10-301, R6-10-302, AAC R6-10-304, Jobs Policy Manual Section 1007, and Jobs Program Users Guide Section 1005.

6.3.11.2 Not delegate or subcontract the administration of complaint or grievance processes.

6.3.11.3 Provide the appropriate personnel to establish, implement, and maintain the necessary function of the complaint and grievance processes.

6.3.11.4 Include the approved complaint resolution process in the written response.

6.3.12 **Complaint Resolution:** The Contractor's Complaint Resolution plan shall:

1. Provide for, and detail, an informal resolution whenever possible;
2. Inform the client of and not prohibit or interfere with a client's right to elevate a complaint to ADES;
3. Require the client to continue participating in the Jobs Program while resolution is pending, unless the client has good cause to refuse participation;
4. Contain clear and easily understood instructions to the client for initiating and completing the complaint process, including elevating the complaint either orally or written to ADES; and
5. Identify the posting and distribution of the plan at the facility and to clients.

#### 6.3.13 **Displacement Grievance Procedure (Client)**

1. The Contractor's grievance procedure plan shall comply with the process outlined in AAC R6-10-303, R6-10-304 and R6-10-302 (as may be amended), which defines the rights of employees to file displacement grievances.
2. The Contractor's grievance procedure plan shall:
  - a. Be in accordance with AAC. R6-10-303 (C), R6-10-303(D), R6-10-303(H) and R6-12-1002 (as may be amended);
  - b. Be available, upon request, to employees of employers with whom clients are placed in unpaid or subsidized employment;
  - c. Provide for, and detail, an informal resolution with the Contractor to:
    1. Include procedures for an informal resolution meeting within fifteen (15) business days of receiving the grievance; and
    2. Allow for a written fair hearing request, submitted to the Contractor, with ADES Office of Appeals within thirty (30) days from the informal resolution meeting.

3. Include a grievance form;
4. Contain the required information in A.A.C R6-10-303 (C) (as may be amended); and
5. Include the availability of the Contractor to assist in the completion of grievance documents.

#### **6.3.14 Post-Employment Follow-up and Case Management**

- 6.3.14.1 Provide a process for post-employment case management. This process must:
6. Provide case management and support services for one hundred-eighty (180) days after TANF cash assistance ends due to permanent, unsubsidized employment; and
  7. Outline specific case management services that will:
    - a. Ensure the client retains employment;
    - b. Prepare the client for career advancement opportunities; and
    - c. Ensure the client does not return to TANF.

#### **6.4 Support Service Network and Partner Referrals**

- 6.4.1 Demonstrate an existing or anticipated working relationship with relevant community partners to provide support services that will assist clients in utilizing strengths and removing barriers to successful employment. Support services must be reasonably available at no cost to all clients regardless of location.
- 6.4.2 Provide, as funding permits, directly or through community partners or subcontractors, comprehensive support services including, but not limited to:
1. Financial Literacy — Training in the knowledge and skills to effectively manage finances. This service is critical in assisting clients to move from use of safety net programs to self-sufficiency and sustainable, living wages.
  2. Ex-Offender Services — Provide services to clients with criminal backgrounds to obtain and retain training and permanent, unsubsidized employment.
  3. Job Readiness Services — the Contractor may provide these services on their own, or they may utilize Workforce Innovation and Opportunity Act partner programs to provide these services. Job Readiness Services include, but are not limited to:
    - a. Resume writing assistance;
    - b. Interview skills development;
    - c. Professional dress and conduct assistance; and
    - d. Workplace literacy and problem solving.
  4. Vocational Education and Training — Opportunities for clients in skill development and vocational education school classes.
  5. Basic Education Services — Opportunities for clients to participate in:
    - a. Adult basic education classes;
    - b. General Educational Development (GED) classes; and
    - c. English as a Second Language (ESL) classes.
  6. Domestic Violence Services — Provide clients with counseling, shelter assistance, and related services.
  7. Substance Abuse Intervention Strategies and Services — Provide clients with:
    - a. Access to treatment;
    - b. Access to counseling and support;
    - c. Referral, where applicable, to the Families First Program (FFP). (All clients are eligible for FFP; however, a lack of funding may rend FFP unavailable at any given time.)
    - d. Referral to other prevention and treatment organizations.
  8. Transportation — Provide clients services at no cost or at a minimal cost by providing transportation directly or through subsidy payments.
  9. Housing Assistance — Facilitate access to affordable housing by:
    - a. Providing limited housing/rental assistance; and/or,

- b. Providing utility assistance payments to the vendor.
- 10. Behavioral Health Services – Advocate for clients to obtain assistance through the Regional Behavioral Health Authority (RBHA). Note: All clients are eligible for Medicaid and Medicaid-funded behavioral health services.
- 11. Support Services for Clients with Disabilities– Provide, as appropriate, equipment and support services needed to assist clients with disabilities, including learning disabilities, to obtain and retain training and permanent unsubsidized employment. This includes referring clients with disabilities for Vocational Rehabilitation services or assisting clients in obtaining Supplemental Security Income (SSI) or Social Security Disability Income (SSDI) eligibility as appropriate.
- 12. Parenting and Relationship Education – Marriage, family relationship issues and parenting skills classes.
- 13. Legal Services – Assistance with resolving felony record interference in obtaining Successful Employment.
- 14. Life Skills – Training in life skills, problem solving, personal planning, and interpersonal relationships.
- 15. Work Related Clothing and Tools Services – Provide employment related clothing, equipment and tools assistance as appropriate.

6.4.3 Partner Referrals: A key function in the Contractor's case management of clients shall be to make appropriate referrals to partner agencies. This section identifies some of the services and administering agencies for which the Contractor shall need to provide a client a referral. In all cases, regardless of the referral, the Contractor shall maintain the case manager relationship with the client, and coordinate service delivery with the partner agency to ensure the client receives an optimum level of assistance and is properly supported to reach their goals.

## 6.5 **Recidivism Plan**

- 6.5.1 Develop a robust person-centered case management process to prevent clients from returning to TANF Cash Assistance. The process shall include tools and techniques to:
- 1. Identify the potential causes for recidivism;
  - 2. Identify solution-based services to counter the client's barriers; and
  - 3. Create an intensive plan to help the client become self-sufficient and not return to TANF Cash Assistance.

## 7.0 **Monitoring**

- 7.1 ADES staff will conduct periodic fiscal and programmatic contract compliance reviews of each contract. Reviews may encompass the activities of subcontractors as well. ADES reserves the right to:
- 1. Perform site visits of the Contractor's and subcontractors' facilities;
  - 2. Interview clients; and
  - 3. Inspect all books, records and other financial documents directly related to the contract regardless of the funding source.
- 7.2 The purpose of the contract monitoring and reviews are to:
- 1. Ensure compliance with the terms and conditions of the contract;
  - 2. Ensure compliance with applicable federal, state and local laws, regulations, and rules;
  - 3. Ensure compliance with ADES policies, data security requirements, and good business practices;
  - 4. Provide technical assistance to Contractors by relaying best practices that support compliance; and
  - 5. Monitor contract performance based on the performance measures identified in the contract.

- 7.3 ADES will notify the Contractor within 45 calendar days, in writing, of any negative findings. This notification will include, if needed, directives for completing and submitting a Corrective Action Plan.
- 7.4 ADES will note the resolution of negative findings in its final report.
- 7.5 Independent Program Evaluations
- 7.5.2 ADES may obtain the services of an independent contractor to conduct program evaluations of each SDA. The Contractor shall fully cooperate with the independent contractor(s) conducting the evaluation. The evaluation of each SDA may include focus groups, surveys, data collection, data analysis and other qualitative and quantitative evaluation methods.
- 8.0 Performance Goals & Measures**
- 8.1 The Contractor shall meet the performance goals as defined in 06B Scope of Work Performance Measures Matrix.
- 8.2 Prior to the beginning of the second fiscal year of the Contract, and for each subsequent Contract year, the Goals for Performance Measures will be reevaluated. Performance Measures Matrix will be finalized by May 31 prior to the beginning of each fiscal year.
- 8.3 Work Participation Rate**
- 8.3.2 The Work Participation Rate (WPR), as detailed in Federal Register 45 CFR Parts 152, et al, measures the qualified core and non-core participation activity hours conducted by each client. The federal government has set two basic standards of performance:
1. "All Families" WPR requirement is 50%, meaning that 50% of all clients in this category must have met the participation requirements; and
  2. "Two Parent families" WPR requirement is 90%, meaning that 90% of all clients in this category must have met the participation requirements.
- 8.3.3 ADES staff will research client employment activity and other participation to ensure that Arizona is accurately capturing work participation hours and employment placements for the purpose of reporting the WPR to the Federal Government.
- 8.3.4 Placements and information about client participation in work activities identified through ADES will be attributed to the appropriate Contractor to calculate performance measures.
- 9.0 Incentives**
- 9.1 The Contractor may earn incentives for performance based on:
1. The Engagement of clients in federal activities;
  2. The Contractor's Caseload Reduction due to employment; and
  3. Performance based on recidivism; and
  4. Accuracy of Case Reads
- 9.2 Incentives may be earned and paid beginning with the first month of the first full quarter of operations and each quarter thereafter.
- 9.3 Engagement of Clients Incentives**
- 9.3.2 Incentives for the Engagement of clients will be paid if the Contractor exceeds a performance level of engagement of 50% or more (All Families) and 90% or more (Two Parent) of their caseload in federal activities. The incentive amount is \$6 per client, per quarter. This incentive is based on a quarterly average and paid at the end of each quarter.
- 9.4 Caseload Reduction Incentives**
- 9.4.2 Incentives are available if 25% or more of the clients in the Contractor's caseload have had their TANF cash assistance cases closed due to obtaining permanent, unsubsidized employment that has been verified after ninety (90) days of the employment start date.

- 9.4.3 The incentive amount is \$6 per client, per quarter. It will be established based on a quarterly average and paid after the close of each quarter. Quarters end September 30, December 31, March 31, and June 30.
- 9.5 Recidivism Incentives
- 9.5.2 Incentives are available if the Contractor has a rate of 10% or less recidivism of clients who reapply for TANF within six (6) months of case closure due to permanent, unsubsidized employment. The incentive amount is \$24 per client, per quarter. The incentive will be established based on a quarterly average and paid within thirty (30) days of each quarter ending in March, June, September, and December.
- 9.6 Case Read Accuracy Incentives
- 9.6.2 Incentives are available if the Contractor has a case read accuracy of 98% or higher of the cases used for monitoring. If the sample group as a whole meets the 98% accuracy threshold, the incentive amount is up to \$24 for each case read that individually meets or exceeds the 98% threshold. The incentive will be established based on quarterly average and paid within thirty (30) days of each quarter ending March, June, September, and December.
- 10.0 Penalties**
- 10.1 Federally Imposed Penalties/Sanctions**
- 10.1.1 The State of Arizona is responsible for meeting or exceeding the WPR, adjusted by the caseload reduction credit, as established by the federal government. If the state fails to meet the WPR, the state may be assessed a fine or be subject to a federally imposed Corrective Action Plan.
- 10.1.2 If the State doesn't meet its WPR after the caseload reduction credit, ADES will make reasonable good faith efforts to:
1. Claim the State had reasonable cause to not meet the rate;
  2. Reduce the amount of the penalty; and/or
  3. Enter into a Corrective Action Plan, pursuant to 45 C.F.R 262.5 and 262.6 as may be amended.
- 10.1.3 ADES will obtain input from the Contractor regarding assistance in establishing reasonable cause, methods to reduce the amount of the potential penalty or creating a Corrective Action Plan.
- 10.1.4 If the State is unable to prove reasonable good faith for the failure to meet the WPR, and the Contractor is found responsible for the failure, ADES will seek to recoup, as proportionally appropriate, the federally imposed fine from the Contractor.
- 10.1.5 The amount the Contractor would be responsible for would be proportional based on the number of participants in its SDA to the total caseload statewide. If one Contractor causes the entire state to miss the minimum WPR, that Contractor may be responsible for the entire penalty assessed to the State. The sanction imposed by DHHS can be up to five percent the first year, and increase in increments of two percent per year to a maximum of 21% of the State's adjusted TANF grant. The actual amount ADES would seek to recoup would be based on the actual fine amount imposed on the State.
- 10.1.6 Any penalties imposed on the State by the federal government due to inaccurate data of verification of work activities, caused by the Contractor's failure to follow verification or reporting requirements shall be incurred by the Contractor. The amount of the penalty incurred by the Contractor shall be:
1. Based upon the number of cases sampled that are assigned, as compared to the total number of cases sampled for the verification audit;
  2. No less than one percent; and,
  3. No more than five percent of the adjusted TANF grant amount.
- 10.1.7 The actual amount ADES will seek to recoup from the Contract will be based on the actual amount imposed on the State.



- 10.1.8 A Performance Bond for the estimated total federal sanction that could be attributed to the Contractor's SDA is the method ADES will use for the Contractor to demonstrate their fiscal ability to fund a sanction should one be assessed.

## **10.2 Regular Penalties**

- 10.2.1 The Contractor shall be assessed a penalty based on failure to meet the adjusted WPR targets each quarter.
- 10.2.2 Data to compute the penalty will be compiled from the Monthly WPR Report compiled by ADES. The computation will take place forty-five (45) calendar days after the end of the quarter from which performance is measured.
- 10.2.3 Failure to meet the adjusted WPR target average on a quarterly basis shall result in a penalty of \$48 per quarter, per client, against the Monthly Administrative Rate. ADES will withhold/offset the penalty on a quarterly basis.

## **10.3 Corrective Action Plan**

- 10.3.1 In the event a compliance issue arises, the Contractor shall submit a Corrective Action Plan (CAP) that presents adequate resolutions of identified issues such as:
1. Failure to meet performance measures;
  2. Grievances and appeals;
  3. Quality management gaps;
  4. Financials;
  5. Administrative Reviews; and
  6. Any other problems identified in investigations throughout the contract.
- 10.3.2 ADES reserves the right to require a CAP from the Contractor for one or all of its subcontractors, should the subcontractor not fulfill its obligation. This plan may include the Contractor obtaining a new subcontractor.
- 10.3.3 The CAP shall be the formal medium to communicate the resolution of identified problems between the Contractor and ADES. ADES will prescribe the format of the plan. The Contractor shall ensure the CAP includes all requested information that includes, but is not limited to:
1. The action(s) to be taken to return to compliance;
  2. A timeline including initiation and completion dates for each corrective action; and,
  3. Administrative and operational measures that will be taken to ensure the Contractor remains in compliance.
- 10.3.4 ADES reserves the right to accept or reject a CAP. In the event a CAP is rejected, the Contractor shall revise and resubmit the CAP as required by ADES. ADES will notify the Contractor within 45 days if the CAP is rejected.

## **11.0 Payment Unit**

### **11.1 Administrative Services Monthly Rate**

#### **11.1.1 One Payment Unit equals one month of Administrative Services.**

- 11.1.1.1 The monthly rate is inclusive of all costs associated with case management and administration.
- 11.1.1.2 The monthly rate does not include costs associated with Support Services or Transition.
- 11.1.1.3 The monthly rate will decrease proportionally as the caseload decreases. Decreases are based on the caseload and administrative rate at the beginning of the contract and will follow the schedule in Administrative Rate Decrease Schedule (Exhibit A).

### **11.2 Client Support Services Monthly Rate**

- 11.1.2 Contractor will be reimbursed for the actual cost of all allowable client support services provided to the clients. The total reimbursement amount for allowable client support services shall not

exceed the amount awarded by budget category on the Support Services Itemized Service Budget.

- 11.1.3 The costs shall be direct, pass-through costs and neither the Contractor nor its subcontractors nor any other vendor or provider shall charge the Department any additional charges. Documentation of expenditures shall be provided by the Contractor.

**11.3 Transition Service Monthly Rate**

- 11.3.2 The monthly rate is inclusive of all costs associated with Transition Services.

**12.0 Business Continuity and Recovery Plan: The Contractor shall:**

- 12.1 Develop a Business and Continuity Recovery Plan for unexpected events that may negatively and significantly affect the Contractor's ability to adequately serve clients. This plan shall, at a minimum, include planning and training for:
1. Electrical/telephonic/automation failure at the Contractor's place(s) of business;
  2. Complete loss of use of one or more sites as applicable;
  3. How the Contractor will communicate with the Department in the event of a business disruption; and
  4. Periodic testing of its communication system.
- 12.2 Review annually, the Business Continuity and Recovery Plan and provide updates to the Plan to the Department for review upon request. All key staff shall be trained and familiar with the Plan.
- 12.3 Ensure that subcontractors prepare adequate business continuity and recovery plans and that the subcontractors review their plans annually, updating them as needed. The subcontractor plans shall, at a minimum, address the items in Section 12.1 above, as they apply. The subcontractor business continuity and recovery plans shall be provided to the Department for review upon request.
- 12.4 Provide Business Continuity and Recovery Plans for all other functions related to contract requirements regardless of location and for all automation functions at the Contractor facilities and for Contractor purchased automation equipment.
- 12.5 The Department will provide for automation Business and Continuity and Recovery for the ADES mainframe and web-based applications and for Contractor automation in ADES facilities using ADES automation equipment.
- 13.0 Reporting; the Contractor shall:**
- 13.1 Be responsible for expediently reporting client data and other information as required by ADES.
- 13.2 Report ongoing client data through JAS, including detailed expenditure data for client support services and other expenditures as required by ADES. Access to client reports will be provided to the Contractor by ADES through JIRS.
- 13.3 Report newly hired key personnel for approval through the submittal of the "Questionnaire for Key Personnel" form, prior to the new-hire performing services under this contract.
- 13.4 Submit to designated ADES staff, by a designated due date; a Financial Program Compliance Audit Report, which details the actual expenditures for the Jobs Program for the contract period as specified below. The Financial Program Compliance Audit shall be completed by a Certified Public Accountant. The Contractor shall assume the cost of said services.
- | 13.4.1   | Time Period          | Due Date  |
|----------|----------------------|-----------|
| 13.4.1.1 | 7/1/2015 – 6/30/2016 | 9/30/2016 |
| 13.4.1.2 | 7/1/2016 – 6/30/2017 | 9/30/2017 |
| 13.4.1.3 | 7/1/2017 – 6/30/2018 | 9/30/2018 |
| 13.4.1.4 | 7/1/2018 – 6/30/2019 | 9/30/2019 |
| 13.4.1.5 | 7/1/2019 – 6/30/2020 | 9/30/2020 |

13.5 Submit reports to:  
Arizona Department of Economic Security  
Division of Employment Rehabilitation Services  
ATTN: Finance & Business, Contracts  
1789 W Jefferson Street Site Code 901A  
Phoenix, AZ 85007

13.6 Certificates of Insurance shall be sent to:  
Arizona Department of Economic Security  
Division of Employment Rehabilitation Services  
ATTN: Contracts  
1789 W Jefferson Street Site Code 901A  
Phoenix, AZ 85007

#### **14.0 Department Responsibilities**

##### **14.1 Eligibility Determination**

- 14.1.1 ADES will accept and process all TANF Cash Assistance applications to determine eligibility. Eligibility and demographic applicant information is gathered by ADES and entered into the Health-e-Arizona plus (HEAplus) web-based system and/or the AZTECS. Applicants are advised during the eligibility process of the mandatory requirement to participate in the Jobs Program.
- 14.1.2 ADES will require applicants, as a condition of eligibility, to sign an agreement that they will complete a Jobs Program Preliminary Orientation (JPPO) when applicable and cooperate with the work activities of the Jobs Program. For the purpose of this service, JPPO is an eligibility criterion for FAA – not the Jobs Program. The JPPO referral to the Contractor takes place prior to TANF approval by ADES. However, if ADES certifies the applicant prior to referral, the JPPO is not required to be completed but the Contractor shall still provide case management services as the TANF application has been approved.
- 14.1.3 TANF applicants are notified by FAA staff of their eligibility or pre-approval and referral to the Contractor.

##### **14.2 Referral to the Contractor**

- 14.2.1 Clients will be referred by FAA to the Contractor for case management and employment services. At the point of authorization or pre-approval of the cash assistance benefits to the TANF applicant, the referral to the Jobs Program will be posted in the Jobs Automated System (JAS).
- 14.2.2 Upon referral of the TANF recipient, the provision of case management and employment-related services is the responsibility of the Contractor who shall maintain communication with ADES regarding possible impacts on the TANF cash assistance payment, such as non-cooperation resulting in sanction.

##### **14.3 Grant Diversion**

- 14.3.1 ADES will not refer TANF applicants that qualify for Grant Diversion as services for those individuals are not part of the services in this contract.

##### **14.4 Employment Verification**

- 14.4.2 The Department staff will research client employment activity and other participation to ensure that Arizona is accurately capturing work participation hours and employment placements for the purpose of reporting the Work Participation Rate to the Federal Government.
- 14.4.3 Placements and information about client participation in work activities identified through the Department employment verification activity will be attributed to the appropriate Contractor for purposes of calculating performance measures.

#### **15.0 Facilities, Hardware and Software**

**15.1 Facilities**

- 15.1.1 Facility space within existing ADES offices, currently being used to deliver Jobs Program services, will be available to the Contractor.
- 15.1.2 Facility costs will be incorporated as part of the total cost of operating the Jobs Program. ADES facilities available to the Contractor for the operation of the Jobs Program are identified in Offeror Attachment 10A Jobs Program Facility Location Chart SDA1 and/or Offeror Attachment 10B: Jobs Program Facility Location Chart SDA2.
- 15.1.3 Modifications to ADES facilities shall:
  - 15.1.3.1 Have ADES Office of Facilities Management (OFM) and/or ADES Division of Technical Services (DTS) approval prior to any changes being done.
  - 15.1.3.2 Be conducted by ADES OFM and/or ADES DTS.
  - 15.1.3.3 Be at the sole expense of the Contractor.
- 15.1.4 Additional office space and furniture may only be acquired at the Contractor's expense.
- 15.1.5 Operating costs associated with facility use outside of normal ADES business hours (7 a.m. – 6 p.m.) shall be the sole responsibility of the Contractor.
- 15.1.6 The use of common, meeting and conference rooms will be designated by the ADES Local Office Coordinator according to the pro-rating procedures for the programs housed in the facility.
- 15.1.7 ADES does not have accommodations for employee lunch/break rooms in every facility.
- 15.1.8 All costs associated with damages to the facility that are caused by the Contractor, shall be sole responsibility of the Contractor.
- 15.1.9 ADES facilities do not currently charge for parking.
- 15.1.10 ADES will be responsible for moving costs associated with:
  - 15.1.11 ADES initiated moves to different facilities or within the existing facility.
  - 15.1.12 ADES provided furniture and equipment.
  - 15.1.13 The Contractor shall be responsible for moving costs associated with:
    - 15.1.14 Contractor initiated moves to different facilities or within the existing facility.
    - 15.1.15 Contractor owned furniture and equipment.
  - 15.1.16 ADES will notify the Contractor within forty-five (45) days of a planned move.

**15.2 Facility space procured by the Contractor shall:**

- 15.2.1 Be at the sole expense of the Contractor;
- 15.2.2 Be compliant with the American with Disabilities Act (ADA) of 1990, and the Rehabilitation Act of 1973 § 504; and
- 15.2.3 Support confidential interaction with clients where appropriate.
- 15.2.4 The Contractor shall notify ADES of modifications and repairs when they will have an impact on the delivery of services to clients; and
- 15.2.5 Incur all costs associated with the establishment and maintenance of the facility.

**15.3 Hardware and Software**

- 15.3.1 ADES will provide the Contractor with:
  - 15.3.1.1 Personal Computers
  - 15.3.1.2 Monitors
  - 15.3.1.3 Printers
  - 15.3.1.4 Facsimile Machines
- 15.3.2 The Contractor shall:
  - 15.3.2.1 Be responsible for the expense of additional automated equipment and the equipment's connection to the ADES Mainframe.

- 15.3.2.2 Pay ADES \$50/hour for technical support services to install and perform maintenance services for the additional equipment.
- 15.3.3 ADES will not incur any costs for the purchase, repair or replacement of the Contractor's equipment.
- 15.3.4 ADES will not provide any equipment that the Contractor plans to provide in lieu of that which is offered here by ADES.
- 15.4 ADES retains ownership of all case files, records, and ADES supplied facilities and equipment.
- 15.5 ADES assumes no liability for any equipment and/or furniture the Contractor chooses to purchase and use during the course of any contract period.
- 15.6 The Contractor shall maintain, at its own expense, ADES standards on all technology the Contractor chooses to purchase and use during the course of any contract period.
- 16.0 Transition**
- 16.1 As part of the transition period and before accepting its first client, the Contractor shall be required to participate in a Readiness Review with Department representatives. The Department will ensure the Contractor is operationally ready to provide case management and direct client support services before assuming responsibility for the caseload. This will be accomplished by the Department conducting a review that confirms the Contractor has completed the "essential" Readiness Review tasks to the Department's satisfaction.
- 16.2 The "essential" Readiness Review tasks include but are not limited to:
- 16.2.1 Contractor staff hired and successfully trained;
- 16.2.2 Office infrastructure in place, e.g., data and voice lines installed as needed, IT equipment is in place and connected to Department's systems;
- 16.2.3 Security requirements have been completed to ensure data is secured and safeguards are in place and limited to authorized personnel. Data Sharing Agreements, security forms and security training has been successfully completed. Refer to: Exhibit B Data Sharing Request Agreement Form; Exhibit C for Security Requirements and Network Requirements; and Exhibit D Data Disclosure Information and Fee Schedule
- 16.2.4 Expenditure and fiscal reporting is in place as required by the Contract;
- 16.2.5 Contracts with subcontractors have been reviewed and approved by the Department; and
- 16.2.6 Contractor's policies and procedures are in place and in compliance with State and Federal policies, rules and regulations.
- 16.2.7 Business Continuity and Recovery Plan has been reviewed and approved by the Department; and
- 16.2.8 Contractor has demonstrated capacity to continue to provide on-going training.
- 16.3 The Contractor shall be responsible to correct any identified deficiency identified during the Readiness Review process to the satisfaction of the Department and at no additional cost to the Department.