SKILLUP 2.0 EMPLOYER AGREEMENT

SkillUp A Service of Propel Cuyahoga Department of Development (216) 443-6930



Cuyahoga County SkillUp 2.0 Employer Agreement ("Agreement")

The Employer agrees to utilize the Cuyahoga County (the "County") SkillUp Service ("Service"), a talent development service offered by Cuyahoga County. In order to be eligible to receive reimbursement for activities set forth in the Incentives Quote (defined below), the Employer is required to comply with the requirements identified herein.

If the Employer does not comply with the requirements identified herein, the Employer is subject to dismissal or cancellation from the Service that is outlined as part of the Approved Training Plan. The decision to dismiss or cancel an Employer from the Service shall be made at the sole discretion of the County.

This Agreement will be effective from the date of Employer signature below through December 31, 2022, unless earlier terminated in accordance with the provisions set forth herein.

I. Approved Training Plan

- A. The Employer and County agree that the skills allowable for this Service will be determined by a cooperative effort between the Employer and the County ("Identified Skill").
- B. The Employer and County will cooperate to jointly prepare a training plan for each Identified Skill (referred to herein as the "Approved Training Plan"), which identifies the Employer's responsibilities with respect to the Employer's use of the Service. [APPLICABLE TO STAFFING AGENCIES ONLY]: If the Employer is a staffing agency that is providing temporary employees to an employer client, then the staffing agency understands and agrees that it is responsible for requiring each employer client to adhere to and comply with the Approved Training Plan and the SkillUp 2.0 Employer Agreement identified herein.
- C. The Approved Training Plan shall be completed on the form set forth as Attachment A which is attached hereto and fully incorporated as if fully rewritten herein.

II. <u>Incentives Quote</u>

- A. The County shall prepare an Incentives Quote for each employee associated with an Approved Training Plan (referred to herein as the "Incentives Quote"), which shall specifically identify the costs that are eligible to be reimbursed by the County pursuant to the specified Approved Training Plan and the Employer's use of Service. Upon approval in accordance with Cuyahoga County Code, the County will reimburse the Employer for the eligible costs identified on the Incentives Quote, pursuant to the requirements listed herein including the invoicing procedure set forth and subject to the Maximum Reimbursement Limit ("Eligible Costs").
- B. The Incentives Quote shall be completed on the form set forth as Attachment B which is attached hereto and fully incorporated as if fully rewritten herein.

III. <u>Employer Obligations</u>

- A. The Employer shall submit an executed <u>Cuyahoga County SkillUp 2.0 Employer Agreement</u> ("Agreement") document prior to utilization of this Service.
- B. The Employer agrees to cooperate with the County to develop an Approved Training Plan for each Identified Skill and Incentives Quote for each employee.
- C. The Employer agrees to provide training and increased wages after training completion to its participating employees, as set forth in each Incentives Quote, pursuant to the requirements identified herein.
- D. The Employer understands that training activities shall not be initiated prior to the execution of this Employer Agreement, a completed Approved Training Plan, and Incentives Quote for each employee, and any such training activities initiated prior to such date may not receive reimbursement by the County.
- E. The Employer agrees to provide all training activities in accordance with local, state, and federal laws and regulations.

Last Revised: January 2022

IV. Training Costs

A. The Employer understands and agrees that it must pay all costs associated with the training identified by the Approved Training Plan upfront and in full, where applicable, prior to submitting its invoice for reimbursement pursuant to the procedure identified by Section V, below.

If the County agrees to include such training activities in the Approved Training Plan, the Employer must incur the costs associated with such training activities no more than sixty (60) days prior to the Employer's execution of the Approved Training Plan and Incentives Quote.

- B. Employer agrees that it shall not require its employees who are using the Service (referred to herein as the "participating employee" or "participating employees") to pay for the training that is outlined in the Approved Training Plan and Incentives Quote during the tenure of his/her employment with the Employer. The Employer also understands that the County will not reimburse the Employer for costs that have been: 1) incurred by the participating employee and 2) reimbursed to the participating employee by the Employer unless those costs are required by a state agency to be paid by the employee for credentialling.
- C. In the event that the participating employee separates from the Employer, it is at the Employer's discretion whether to seek reimbursement for costs paid by the Employer for activities identified by the Approved Training Plan. The Employer is prohibited from seeking recovery for such costs, however, if the County has already reimbursed the Employer for such costs.

V. Invoicing and Reimbursement

- A. The Employer shall invoice the County for applicable activities identified on the Incentives Quote. The invoice shall be submitted on official entity letterhead and shall include the following information:
 - The Employer's name, contact and address information so that reimbursement may be forwarded to the Employer by the County
 - Cuyahoga County Purchase Order (PO) number
 - Each Trainee Name with Start/End Training Dates
 - Cost of Coursework
 - Training Completion Bonus (\$500 for every \$1 wage increase) if applicable
 - Credential Attainment Bonus (\$500) if applicable
 - Other Expenses (up to \$100) if applicable

The Employer shall invoice the County no later than four (4) months following the Anticipated Training Completion Date identified on the Incentives Quote.

- B. Additional documentation required to support the invoice shall also be submitted: Such documentation will include, but shall not be limited to the following items:
 - Payroll records for pre-training wage (or Offer Letter)
 - Payroll records for post-training wage
 - Payroll records for Credential Attainment Bonus paid to employee (\$250) if applicable
 - Invoices/Bills from Training Provider reflecting total course cost **or** payroll records of in-house trainer indicating wage and hours spent training the course material.
 - Invoices/Bills for other approved expenses (up to \$100)
 - Documentation of payment by employer of total course cost (check stub, credit card statement, etc.)
 - Documentation of payment by employer of other approved expenses (up to \$100). (check stub, credit card statement, etc.)
 - Proof of credential attained

- C. The employer shall submit the invoice and accompanying documentation to their assigned SkillUp Business Advisor. Employers should call (216) 443-6930 with questions regarding invoicing and services.
- D. The County will review the Employer's submitted invoices and documentation for accuracy and completeness. The County reserves the right to request any additional information or documentation that the County determines is necessary prior to providing any payment. After the County has approved the invoice as submitted by the Employer, the County will pay the Employer for those costs identified on the invoice as eligible for reimbursement in accordance with the Incentives Quote and the requirements identified herein. All invoices must include payment remittance information as identified in Section V.A.
- E. Any costs incurred by the Employer that are not approved by the County shall be the sole responsibility of the Employer and not reimbursable by the County.

VI. <u>Insurance Requirements</u>

- A. The Employer must procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to the Employer's use of the Service for the entire period outlined in the Approved Training Plan.
 - 1. **Worker's Compensation Insurance** as required by the State of Ohio. If Employer has employees working outside of Ohio, Employer shall provide Worker's Compensation Insurance as required by the various state and federal laws including Employers' Liability coverage.
 - 2. **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than:
 - \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

3. Commercial General Liability Insurance with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;

\$1,000,000 personal & advertising injury:

\$1,000,000 general aggregate;

\$1,000,000 products/completed operations aggregate.

If the employees participating in the Service have direct interaction with children, youth or the elderly, this policy must include coverage for Sexual Abuse and Molestation in the same amount.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

4. If, during the course of the participating employee's employment, the participating employee uses a vehicle with a gross vehicle weight rating or an actual gross vehicle weight of more than ten thousand pounds or is transporting hazardous materials for which placarding is required pursuant to 49 Code of Federal Regulations Parts 100 to 180 (regardless of the gross vehicle weight rating), the following insurance coverage is required:

Umbrella/Excess Liability Insurance to provide additional insurance limits for commercial general liability and/or automobile liability, with limits of liability not less than:

\$2,000,000 each occurrence;

\$2,000,000 general aggregate.

Such insurance shall be written on an occurrence basis and shall sit in excess of the limits and terms set forth in the preceding items set forth by Article VI, Section A.(1)-(3), above.

5. Additional Insurance Coverage

Each of the following items may be required "in addition to" the mandatory County insurance requirements set forth above. Although these coverages may not be listed as mandatory County insurance requirements, it is at the County's discretion to mandate these coverages where deemed necessary based on the nature of the Employer's use of Service in accordance with the Approved Training Plan.

(a) **Professional Liability Insurance/Errors & Omissions Liability Insurance** providing coverage for claims arising out of the provision of design, architectural, engineering, consultants, counselors, medical professionals, legal and/or **other** professional services with a limit of liability not less than:

\$1,000,000 per claim; \$2,000,000 aggregate.

(b) **Technology Professional/Errors & Omissions** for **all** vendors who provide IT professional technology services and products (including, but not limited to, IT consultants, software developers, web developers and designers, data processing, and internet media/publishers). This coverage shall respond with limits of liability not less than:

\$1,000,000 per claim; \$2,000,000 per aggregate.

- B. The insurance policies of Employer required hereunder shall:
 - 1. Name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured. This does not apply to Workers' Compensation Insurance or Professional Liability.
 - 2. Contain a waiver of subrogation provision wherein the insurer(s) waives all rights of recovery against the County.
 - 3. Be primary and not in excess or contingent on any other basis.
 - 4. The Certificates of Insurance evidencing this coverage shall contain the following additional insured and waiver of subrogation language where applicable:

"Cuyahoga County and its employees are additional insureds for purposes of commercial general liability and automobile liability coverages" and "Waiver of subrogation in favor of the County."

- 5. The insurance shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A- VII or above.
- 6. The terms of this Agreement shall be controlling and shall not be limited by any insurance policy provision.
- 7. These insurance provisions shall not affect or limit the liability of the Employer stated elsewhere in this Agreement or as provided by law.
- 8. Employer shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with the Service.
- 9. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.

- 10. Where coverages are made on a claims made basis the claims-made retroactive date on the policy shall be prior to the commencement of professional activity related to this Agreement.
- 11. Employer shall furnish with this executed Agreement, a Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

VII. Notice Requirements

A. All notices which either party may be required or permitted to give to the other party shall be deemed given on the date when hand delivered in writing to the applicable party, or if sent by certified mail, return receipt requested, or by courier service, notice shall be deemed served on the date received and shall be addressed as follows:

In the case of the County:

In the case of the Employer:

Vaughn Johnson
Cuyahoga County Department of Development
7th Floor Ste 300
2079 East Ninth Street
Cleveland, Ohio 44115

| Maria | | |
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| Name: | | |
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VIII. General Requirements

- A. <u>Indemnification</u>. Employer agrees to indemnify, defend and hold harmless the County and its respective officers, officials, directors, board members, employees, and agents, from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, that result from the negligent acts or omissions of the Employer, including all of its officers, owners, principals, subcontractors, employees, and agents, related to the Service and/or the activities performed by the Employer and participating employee pursuant to the Approved Training Plan and Incentives Quote. This provision does not apply to municipal Employers who are prevented by law from indemnifying other parties. Please see subsection B, below.
- B. <u>Release</u>. With respect to municipal Employers only, the following provision applies: Employer releases from liability and waives any claims and/or causes of action against the County and its respective officers, officials, directors, board members, employees, and agents for any damages, losses, liens, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, related to the Service and/or the activities performed by the Employer and participating employee pursuant to the Approved Training Plan with attached Incentives Quote.
- C. <u>No Indemnity by the County</u>. Employer acknowledges that, as a political subdivision of the State of Ohio, the County does not indemnify any person or entity. The Employer understands and agrees that no provision of this Agreement may be interpreted to obligate the County to indemnify or defend the Employer or any other party.

- D. <u>Independent Contractor</u>. Employer understands that it is an independent contractor and is not an agent, servant, or employee of County. Employer declares that it is engaged as an independent entity and has complied with all applicable federal, state, and local laws regarding permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities.
- E. <u>Equal Employment Opportunity</u>. Employer agrees to comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including all related Executive Orders.
- F. <u>Anti-Discrimination</u>. Employer agrees that in its employment of labor, skilled or unskilled, there shall be no discrimination exercised against any person because of race, color, religion, national origin, sex, gender, ancestry, age, disability, sexual orientation, sexual identity, genetic information, military status, or veteran status. It shall be the policy of Employer to provide equal opportunity to all persons seeking to contact, or otherwise interested in contracting with the Employer.
- G. <u>Drug-Free Workplace</u>. Employer must comply with all applicable state and federal laws regarding keeping a drug-free workplace. Employer must make a good faith effort to ensure that all its employees will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.
- H. <u>Warranty</u>. Employer warrants that its business activities will be performed in a professional and workmanlike manner, consistent with industry standards; its business activities will be performed in strict accordance with the highest standards of care, skill, diligence and professional competence applicable to a business engaged in similar activities; Employer has the requisite skill and staff to perform the business activities in a timely and efficient manner and that the Employer will perform its business activities in accordance with all applicable laws.
- I. Record Audit Retention. Employer agrees to retain all records pursuant to its record retention policy and as required pursuant to state and federal law. Employer agrees to make all pertinent contractual books and records and other documents pertaining to the Employer's use of the Service available to the County and its designated agents for purpose of audit and examination upon reasonable request during the time that Employer utilizes the Service and for a period of three (3) years from the expiration date or final payment from the County associated with the Service, whichever is later; provided however, that the Employer will be notified that an audit has been commenced pursuant to Ohio Revised Code Sec. 117.11 during said period, for which the aforesaid books and records are material, the aforesaid records shall be retained pending the completion of said audit.
- J. <u>Ethics Requirements</u>. The Employer agrees to remain in compliance with all County Ethics requirements including, as applicable, Vendor Ethics Registration, Vendor Ethics Training, and Registration of all Lobbyists retained by the Employer. The Employer shall consult the Cuyahoga County Office of Inspector General to ensure it is in full compliance with all County Ethics requirements. The Inspector General's website may be found at: http://inspectorgeneral.cuyahogacounty.us/.
- K. <u>Agreement Subject to Change</u>. The County retains the discretion to change, delete and/or add to the requirements that are identified herein. In the event that the County changes, deletes and/or adds to this Agreement, the County will notify the Employer of such changes at the address identified in Section VII, above.
- L. <u>Governing Law and Jurisdiction</u>. This Agreement and the Employer's use of the Service shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The Employer agrees that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of the Employer's use of the Service, and the Employer consents to the exclusive jurisdiction of such courts. The Employer hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason.
- M. <u>Employer's Responsibility</u>, The County's Service is offered to employers in order to assist the Employer with the

upskilling of existing, new or temporary participating employees. The Employer understands that the participating employees are not agents, servants, or employees of the County. The County is not liable and/or responsible for Employer's decisions with respect to each participating employee. By signing this Agreement, Employer understands and agrees that it is solely responsible for its own selection, hiring and termination practices related to each participating employee.

- N. <u>Annual Appropriations and Approval</u>. All of the County's obligations identified herein are contingent upon the County Council's appropriation and approval of the funds necessary for the continuation of this Service. In the event that the funds necessary for the continuation of this Service are not appropriated or approved, the County will notify the Employer of such occurrence in writing. Reimbursement for costs identified on the Incentives Quote shall thereafter terminate as of the date of such notice. Such termination is made pursuant to and in accordance with the terms of this Agreement and shall not be considered to be a breach or default of the County.
- O. <u>Findings and Recovery</u>. The Employer represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24. If this representation and warrant is deemed to be false, then the Employer must repay to the County any funds paid under the Service and must make the County whole for any damages sustained by the County.
- P. <u>Good Standing</u>. Employer is in good standing and has the full legal authority to execute this Agreement and perform its obligations hereunder, and has all requisite power, corporate or otherwise, to conduct business as presently conducted and will remain so qualified and in good standing during the use of the Service. By executing this Service, Employer certifies that it has no overdue tax debts, at the Federal, State or local level.
- Q. <u>Conflicts of Interest</u>. The Employer's personnel may not acquire any personal interest that conflicts with the Employer's responsibilities under this Agreement. Additionally, the Employer will not knowingly permit any public official or public employee who has responsibilities related to these requirements to acquire an interest in anything or any entity under the Employer's control, if such an interest would conflict with that official's or employee's duties. The Employer will disclose, via the procedure identified by Section VII of this Agreement, to the County knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Service or this Agreement. The Employer will take all legal steps to ensure that such a person does not participate in any action affecting the activities reimbursed pursuant to the Service, unless the County has determined that, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.
- R. <u>Occupational Safety and Health Administration</u>. Employer understands that it is responsible for maintaining a safe work environment for all of its employees, including, but not limited to, ensuring that the Employer has followed the Occupational Safety and Health Administration training, hazard communication and recordkeeping requirements, as set forth by 29 Code of Federal Regulations ("CFR") Sections 1904, 1910 and 1910.1200.
- S. <u>Public Employment Risk Reduction Program</u>. Employer understands that if it is a public employer, as defined under the Public Employment Risk Reduction Act, Employer is required to follow the requirements identified therein. Such requirements include, but are not limited to: furnishing to each public employee a workplace free from recognized hazards that are causing or are likely to cause death or serious physical harm, granting a right for public employees to file a complaint about unsafe working conditions and displaying a notice to inform employees of their rights and responsibilities.
- T. <u>Public Records.</u> By agreeing to this Agreement, the Employer acknowledges and understands that records maintained by the Employer pursuant to this Service may be deemed public record and subject to disclosure under Ohio law. Employer shall comply with the Ohio public records law. The Agreement, Training Plan and Incentives Quote are a matter of public record under the laws of the State of Ohio. The Employer agrees to make copies of these documents promptly available to any requesting party. Upon request made pursuant to Ohio Law, the County shall make available all public records generated as a result of this Service.
- U. <u>Release Form</u>. Prior to submitting required reporting documentation including personal employee information, Employer shall obtain a Release Form from each employee that participates in this Service. A sample release form is attached to this document as Exhibit C.

| by signing pelow, the Employer acknowledges that it has read and a | <u>grees to de dound by this Agreemen</u> |
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Authorization ("Employer") certifies that it has obtained all legally required authorizations to release any and all information Employer has provided to the Cuyahoga County SkillUp Service regarding employee. Employer Signature Employer Printed Name Employer Title

EXHIBIT A "APPROVED TRAINING PLAN"

[JOB TITLE] TRAINING PLAN FOR [EMPLOYER]

| Fmolovee | | Training Start Date | | | |
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| EmployeeSupervisor | | | | | |
| TRAINING PLAI To best implement employee complete the desired frequer In addition, the un perform best with | N OVERVIEW this training plan, SkillUp 2.0 recomming the coursework, demonstrating princies of the on-the-job tasks will supprime asurable component of the Work a combination of learning by watching | nends following the Work Based Learning Model. roficiency of on-the-job tasks, and achieving a crewort repetition and forming a habit making the tast Based Learning Model is mentorship. Research 19, learning by doing, and reinforced learning throbination of efforts in the higher quality and standard | . This entails you dential. Filling ir sks second nature shows employees ough supervisory | | |
| COURSEWORK | Course Name | Course Provider | Complete | | |
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| TASKS | | | | | |
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EXHIBIT B "INCENTIVES QUOTE"

INCENTIVES QUOTE

| Employer | | A 1: i.a 1 a | I Chaush D asha | | |
|--|-----------------------------|----------------------------|-------------------|---------------|-----------|
| Employee Name Today's Date | | Anticipated Anticipated | | 1 | /0/1900 |
| Skill Being Obtained | | • | s in Training | | 70/1700 |
| | | | | | |
| LAST DAY TO SUBMIT ALL | . PAPERWO | ORK FOR REIMBU | rsement | 4/3 | 0/1900 |
| | | | | | |
| Thank you for choosing to work with SkillUp 2.0 and for you are ready to seek reimbursement, please see the n ncentives are buildable, meaning the more you do the employee with each additional step, you can receive more | ext page for more you ge | all the information | to get you paid | d! The | financial |
| Employee war each additional step, you can receive mor | e in return. | | | | |
| STEP 1: 50% REIMBURSEMENT FOR THE COUR | RSEWORK | | | \$ | _ |
| Receive 50% of the cost of coursework for any degree of co | | he employee | | , | |
| Coursework/Credential Total Co or | | - | | | |
| In-house training hours | \$ | - | | | |
| In-house training hourly wage | \$ | - | | | |
| Additional cost for credential | \$ | - | | | |
| NOTE - If employee successfully c | completes the T | Fraining Plan s/he must | • | | |
| receive a wage increase fo | or employer to | receive Step 2 | | | |
| STEP 2: EMPLOYEE RAISE FOR SKILLS GAINED | WITH TRA | INING | | \$ | |
| Receive \$500 for every \$1 wage increase when emplo | | | nd receives a wa | Ψ age inci | ease |
| Pre-Training Wage | s s | - | ra receives a vv | age inter | cuse |
| Post-Training Wage | \$ | - | | | |
| Wage Differential (Hourly) | \$ | - | | | |
| TER O DELIVARE VOLUE EL IRI OVEE EOR A LO | | S. 15 | | • | 500 |
| STEP 3: REWARD YOUR EMPLOYEE FOR A JO | | | | \$ | 500 |
| Receive \$500 when your employee attains the credential, | and you pay | | | | |
| Credential Bonus Paid | \$ | 250 | | | |
| STEP 4: INCIDENTALS | | | | \$ | 100 |
| Receive up to an additonal \$100 for incidental training-re | elated expens | es vou incur, includi | ng tutors, practi | | |
| esting, parking, taxis, transportation, uniforms, and book | • | es you mean, meradi | ig tators, practi | ice teste | ,, 10 |
| Incidentals Available | \$ | 100 | | | |
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| NCENTIVE RANGE | | | \$0 | to | \$600 |
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HOW TO GET REIMBURSED

As your employee's training plan wraps up, we suggest starting to gather documentation that shows the effort you put forth as a great show of investment in upskilling your employee. Within 4 months of your anticipated end training date please provide the following documentation so we can approve and process your reimbursement.

INVOICE US

- ❖ Make sure your invoice has the following information on it. We have a sample invoice on hand if you would like a visual. Just ask your Business Advisor. An invoice on your company letterhead should include:
- Employer Name and Contact Information
- Cuyahoga County Purchase Order (PO) Number
- Each employee name with respective start and end training dates
- Coursework cost
- ❖ Training Completion Bonus: \$500 for every \$1 per hour wage increase to the employee
- Credential Attainment Bonus: \$500. Remember, you need to also give the employee \$250 as well.
- Other training-related expenses up to \$100 for tutors, practice tests, retesting, uniforms, books, taxi, transportation, parking, etc.

THE PROOF

- ❖ We know you and your employee worked hard; we just need to document it too! Please also send:
- Invoice from and proof of payment (e.g., credit card statement, check stub) to Coursework Provider and any other expenses
- ❖ Each employee's payroll record showing the pre-training wage and post-training wage increase
- ❖ Payment of credential attainment bonus to the employee (e.g., paystub, check stub)
- Proof of credential attained

After we receive all the items needed to approve reimbursement, you can expect payment via a mailed check within 4-6 weeks.

EXHIBIT C "SAMPLE RELEASE FORM"

EMPLOYEE DISCLOSURE, AUTHORIZATION AND RELEASE

By signing below, I hereby authorize my employer to transmit the following personal and identifiable information: my name, birth date and social security number (the "Information"). I understand that the County will use the Information solely for the purpose of determining the funding available for County sponsored employment, education, training and/or support services for which I am eligible.

By signing below, I hereby release and hold the County and my employer, and their respective departments, divisions, officers, officials, directors, board members, employees, and agents, harmless from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorneys' fees and other costs of defense), of any nature, kind or description, resulting from or related to the use and/or disclosure of the Information by the County and/or my employer.

I agree that a copy of this authorization and release has the same effect as an original. This authorization and release shall remain in effect over the course of my employment with the employer identified below.

| Signature |
|------------------------------------|
| Print Entity Name ("Employer") |
| Print Employee Name |
| Date of Birth (MM/DD/YYYY) |
| Social Security Number (XXX-XXXXX) |
| Today's Date (MM/DD/YYYY) |
| Secure Fax Instructions |
| |