

**AMENDMENT TO A CUYAHOGA COUNTY
CONTRACT
AMENDMENT NO. 3**

In consideration of the mutual promises in the Contract Agreement by and between the County of Cuyahoga, Ohio, on behalf of the City of Cleveland/Cuyahoga County Department of Workforce Development (hereinafter referred to as the "DEPARTMENT"), and Lutheran Metropolitan Ministry, a corporation not-for-profit, with principal offices located at 1468 West 25th St.; Cleveland, OH 44113, entered into October 11, 2011, Cuyahoga County Contract No. CE1100669.

WITNESSETH:

Whereas, the PROVIDER has provided the services referred to in this Contract since September 1, 2011, and

Whereas, in order to continue to provide necessary and mandated employment services for youth in Cuyahoga County, an amendment to the aforementioned Contract is necessary:

NOW THEREFORE, THE FOLLOWING AMENDMENT TO THE AFOREMENTIONED CONTRACT IS HEREBY AGREED TO by and between the parties hereto as follows:

- I. That Section 1 of Contract Period and Amounts be amended to read as follows:

The PROVIDER will provide the services set forth in Attachment A of Exhibit I. The contract end date is extended from June 30, 2013 to June 30, 2014. Total payments for this period will not exceed \$559,000.00 and will be paid in accordance with the terms and conditions of Exhibit II, entitled Budget thereof. This amendment represents an increase of \$120,000.00 for the continued provision of federal Workforce Investment Act (WIA) services for eligible Out-of-School youth through June 30, 2014. EXHIBITS I and II, are attached herein and made a part hereof as if fully rewritten.

- II. That Exhibit I (Statement of Work) be amended. Attachment A to Exhibit I, reflects the amended Statement of Work for WIA services for the period July 1, 2013 through June 30, 2014. Additionally, the WIA Program Narrative was amended to reflect services through the period June 30, 2014.
- III. That Exhibit II (Budget Summary) be amended to include the budget to provide WIA services for the period July 1, 2013 through June 30, 2014.

IV. Additionally the following clauses are incorporated as part thereof the original contract:

A. **Insurance.** Contractor shall procure, maintain and pay premiums for the insurance coverage and limits of liability outlined below with respect to products, services, work and/or operations performed in connection with this Contract:

The Contractor shall procure, maintain, and pay premiums for the following forms of insurance:

- a) Worker's Compensation Insurance as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

For Contractors with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of liability not less than:

\$1,000,000 each accident for bodily injury by accident;
\$1,000,000 each employee for bodily injury by disease;
\$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

- b) 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;
\$2,000,000 general aggregate;
\$2,000,000 products/completed operations aggregate.

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

- c) 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 Offices (ISO) form or its equivalent.

Requirements for All Insurance Coverage

1. The insurance policies of the Contractor required for this contract, with the exception of the All Risk Equipment Insurance and Errors & Omissions Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:

- i) Thirty (30) days prior notice of cancellation or material change;
 - ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.
2. The insurance required for this contract 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.
 3. These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.
 4. The Contractor 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 this Contract.
 5. 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.
 6. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.
 7. The Contractor shall furnish a Worker's Compensation Certificate and 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.

B. Indemnification

Contractor hereby indemnifies, defends and holds 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 (a) the negligent acts or omissions of Contractor, including all of its officers, owners, principals, subcontractors, employees, and agents, or (b) breach or default by Contractor under any terms or provisions of this Contract.

Contractor acknowledges that, as an political subdivision of the State of Ohio, the County does not indemnify any person or entity. Contractor agrees that no provision of this Contract or any other contract or agreement between Contractor and the County may be interpreted to obligate the County to indemnify or defend Contractor or any other party.

C. Governing Law/Jurisdiction

This Contract shall be governed by, and shall be construed and enforced in accordance

with, the laws of the State of Ohio. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts. Contractor 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.

D. Annual Appropriations

For contracts in excess of \$50,000.

All of the County's obligations under this Contract are contingent upon the County Council's appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract year. In the event the funds necessary for the continuation of this Contract are not appropriated or approved, the County will notify the Contractor of such occurrence in writing. This Contract shall thereafter terminate and be rendered null and void on the last day of the last fiscal period for which appropriations were made. Such termination is made pursuant to and in accordance with the terms of this Contract and shall not be considered to be a breach or default on the part of the County, and shall not result in the County having liability to the Contractor or any third party for any penalty, liability or any other expense.

E. Electronic Signature

THE CONTRACTOR AGREES ON BEHALF OF THE SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, THAT ALL CONTRACT DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. THE CONTRACTOR ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITY AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.

IN WITNESS WHEREOF, the parties have executed this Contract as of the first date below written.

LUTHERAN METROPOLITAN MINISTRY

BY: Mark W. Bane 12/6/13

COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive

BY: Ed FitzGerald/apc
2014-01-09 Edward FitzGerald, County Executive

EXHIBIT I

STATEMENT OF WORK

The PROVIDER agrees to enter into a Contract with the City of Cleveland/Cuyahoga County Department of Workforce Development for the period July 1, 2013 through June 30, 2014. Under the terms of this Contract, the PROVIDER shall offer educational services, training and other required youth services to WIA Out-of-School Youth.

1. The PROVIDER agrees to provide educational services, training and other WIA required youth activities.
2. The PROVIDER agrees to conduct outreach, recruitment and eligibility documentation for a minimum:
 - 50 WIA-eligible out-of-school-school youth, ages 16-21 for the period September 1, 2011 through June 30, 2012;
 - 45 WIA-eligible out-of-school youth, ages 16-21 for the period July 1, 2012 through June 30, 2013.
 - 45 WIA-eligible out-of-school youth, ages 16-21 for the period July 1, 2013 through June 30, 2014.

The PROVIDER will ensure individuals served meet the income eligibility guidelines established by the United States Department of Labor. Those guidelines require that individuals served have annual family income at or below 70% of the Lower Living Standard Income Levels (LLSIL)**. For Youth registered during this contract period, those income limits are as follows:

<u>Family Size</u>	<u>Maximum Income (7/1/2013 – 6/30/2014)</u>
1	\$11,490
2	\$15,510
3	\$21,223
4	\$26,198
5	\$30,918
6	\$36,154*

*For Families/households with more than 6 persons, add \$5,236 for each additional person.

**Source: www.doleta.gov/llsil/2013

Youth who were registered prior to this contract period need to have met the LLSIL limits set in the applicable contract year. Individuals served who do not meet eligibility requirements, are the sole financial responsibility of the PROVIDER. There is a 5% window for over-income youth with identified barriers. All requests for this income exception must be pre-approved by the county.

3. The PROVIDER shall conduct an objective assessment of the skill levels and service needs of each enrolled youth. The assessment shall include a review of basic skills, occupational skills, prior work experience (if applicable), employability, interests and aptitudes (including those for nontraditional jobs), developmental and supportive service needs.
4. The PROVIDER will ensure that all youth deemed deficient in basic skills (literacy or numeracy below the 9th grade) should participate in educational activities that will lead to academic advancement. If assessment information identifies an out-of-school youth as basic skills deficient the youth must complete a pre-test within thirty (30) days of the date of enrollment and a post-test within the anniversary date of service enrollment and prior to exit. Schedules should be developed for youth to ensure their testing is conducted timely. The same assessment tool must be administered for pre-testing and post-testing.
5. The PROVIDER shall develop and periodically review (every six to twelve months) and update an Individual Service Strategy (ISS) for each youth.
6. The PROVIDER agrees to use the State Sharing Career Opportunities & Training Information (S.C.O.T.I.) data base to enter all required information related to each youth served. Entries into S.C.O.T.I. pertaining to each youth's progress will be completed no less than monthly.
7. The PROVIDER agrees to work with the COUNTY to assure that Follow-up Services will be provided for a period of 12 months for all WIA-eligible youth, ages 14-21 who exit the program either within the PROVIDER'S program or in collaboration with another PROVIDER of service. Case notes should reflect post-exit contact occurring monthly, or at a minimum, quarterly, based on individual youth's needs.
8. The PROVIDER agrees to maintain both electronic and hard copy WIA records throughout the course of the contract. At the point of exit, the electronic record will be submitted to the county for audit. The hard copy, exited record may be destroyed three years after audit.
9. The PROVIDER agrees to identify and refer all job-ready, program completers on track for immediate employment to the COUNTY's resume database, PC Recruiter. PROVIDER agrees to assist youth in creating and uploading a professional, error-free resume, which reflects all relevant skills and training certification/education as applicable.
10. The PROVIDER accepts the following WIA Youth Core Indicators of Performance with the understanding that achievement of each Indicator level by the end of the contract period will be considered having met satisfactory performance.
 1. Entered Employment or Post Secondary Education: @ 65 % of all program exits
 2. Occupational Skills Training Certification: @ 60 % of all program exits
 3. Literacy and Numeracy Gains: @ 50% of all applicable youth
11. The PROVIDER agrees to provide staffing consistent with the staffing level budgeted. Any change to assigned staff and staffing levels must be pre-approved by the COUNTY.
12. The PROVIDER will monitor all worksite placements for youth. At a minimum, all

worksites will be visited and participating youth and employers will be interviewed. Documentation will be maintained by the PROVIDER related to the monitoring visits.

13. The PROVIDER agrees to attend monthly provider meetings and other technical assistance sessions as requested
14. The PROVIDER assures that all other provisions for the delivery of these services not described above shall be in accordance with Attachment A to this Exhibit. Any and all modifications to the planned activities must be submitted to the COUNTY in writing prior to implementation

ATTACHMENT A TO EXHIBIT II

WIA BUDGET SUMMARY

LUTHERAN METROPOLITAN MINISTRY

July 1, 2013 – June 30, 2014

1. STAFF COSTS

A. Salaries	\$43,086
B. Payroll Related Expenses	\$11,466

<u>TOTAL STAFF COSTS</u>	<u>\$54,552.00</u>
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2. OPERATIONAL COSTS

A. Travel	\$609
B. Consumable Supplies	\$5,749
C. Contract Services	\$24,390
D. Occupancy	\$7,067
E. Insurance	\$608
F. Indirect	\$12,500
G. Other Miscellaneous	\$13,563

<u>TOTAL OPERATIONAL COSTS</u>	<u>\$64,486.00</u>
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3. EQUIPMENT COSTS

A. Equipment Subject to Depreciation	\$0
B. Small Equipment Purchase	\$0
C. Leased and Rental Equipment	\$962

<u>TOTAL EQUIPMENT COSTS</u>	<u>\$962.00</u>
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A. Profit	\$0
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<u>TOTAL OTHER</u>	<u>\$0.00</u>
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<u>TOTAL PROGRAM BUDGET FOR PROPOSED SERVICES:</u>	<u>\$120,000.00</u>
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