

CUYAHOGA COUNTY DEPARTMENT OF WORKFORCE DEVELOPMENT CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____ 2013 by and between the County of Cuyahoga, Ohio (the "COUNTY") on behalf of the City of Cleveland/Cuyahoga County Department of Workforce Development (hereinafter referred to as the "DEPARTMENT") and, **United Labor Agency, Inc.** a corporation not-for-profit, with principal offices located at 1020 Bolivar Road, Cleveland, Ohio 44115 (the "PROVIDER"), for providing employment connection services to adults and dislocated workers.

WHEREAS, the United States Congress has established and the President has signed into law, the Workforce Investment Act of 1998 (Public Law 105-220), hereinafter referred to as "The Act"; and has charged the Governor of the State of Ohio with the establishment of Local Service Areas for the express purpose of implementing The Act; and

WHEREAS, the Governor of the State of Ohio has created the Ohio Department of Job and Family Services (ODJFS) to administer The Act in the State of Ohio through its Division of Workforce Development; and

WHEREAS, the Mayor of the City of Cleveland and the County Executive, as the Chief Local Elected Officials representing Cuyahoga County, have determined and formed a Local Service Area (LSA) and appointed members to a Workforce Investment Board for the purpose of conducting programs and providing services under The Act; and

WHEREAS, the Ohio Department of Job and Family Services (ODJFS) has officially certified the City of Cleveland/Cuyahoga County Workforce Investment Board for Local Service Area #3 effective July 1, 2005; and

WHEREAS, the City of Cleveland/Cuyahoga County Workforce Investment Board (WIB), in partnership with the County, has identified the City of Cleveland/Cuyahoga County Department of Workforce Development as Grant Recipient and Administrative Entity for programs under The Act in Cuyahoga County; and

WHEREAS, the County is desirous of having the PROVIDER, provide various employment and training services under the Act and the PROVIDER is willing to provide such services.

NOW, THEREFORE, IT IS AGREED TO, by and between the parties hereto as follows:

Section 1: CONTRACT PERIOD AND AMOUNTS:

The PROVIDER will provide Employment Connection services as set forth in Attachment A of Exhibit I, for the period July 1, 2013 through June 30, 2014, with an option to extend for two additional twelve-month periods depending on available funding and satisfactory performance by PROVIDER. Total payments for this period will not exceed \$1,339,500.00 and will be paid in accordance with the terms and conditions of EXHIBIT II, entitled Budget hereof. EXHIBITS I and II are by these references incorporated herein and made a part hereof.

Section 2: NULLIFICATION OF PRELIMINARY NEGOTIATIONS:

This Contract is the agreement between the parties as it currently exists; the parties agree and distinctly understand that all previous communications and negotiations between the parties, either verbal or written, not contained herein are withdrawn and annulled.

Section 3: AVAILABILITY OF FUNDS:

This Contract is conditioned upon the availability of federal, state or local funds that are appropriated or allotted for payment(s) of this Contract.

Section 4: QUALIFYING LEGISLATION:

This Contract is subject to all the language of the ACT and the terms and conditions of Title 20, Code of Federal Regulations, Parts 660 through 671 and including Part 652 (hereinafter referred to as CFR) and any amendments or revisions thereto, which by this reference is incorporated herein as if fully rewritten. In the event of any conflict between the terms and conditions of this Contract, the ACT and said Parts 660 through 671 of Title 20 CFR, including Part 652, the terms of the ACT and the said CFR shall prevail and govern the performance of the parties hereunder.

Section 5: CONTRACTING AUTHORITY:

The PROVIDER herein shall abide by all the terms and conditions of the aforementioned Workforce Investment Act grant by and between the LSA Grant Recipient, or its designated agent, and ODJFS, as said grant applies to the program services herein, which grant, is by this reference incorporated herein as if fully rewritten, and, further, that it will abide by all subsequently published revisions, modifications thereto, immediately after receipt of written notice thereof from the LSA Grant Recipient, or its designated agent, herein.

Section 6: OMB CIRCULARS:

The PROVIDER, as a sub-recipient of WIA funds, agrees to adhere to the requirements placed on the LSA Grant Recipient, where applicable to the PROVIDER, pursuant to Office of Management and Budget (OMB) Circular Numbers A-87, A-122, A-21 and A-133 and the "Common Rule for Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments" (29 CFR Part 97), as they relate to the application, acceptance

and use of federal funds which are incorporated herein by this reference as if fully rewritten. The PROVIDER shall also adhere to any and all amendments or modifications thereto where such administrative requirements and procedures have been specifically superseded by ODJFS Policy, the ACT and WIA Regulations.

Section 7: PAYMENT AND PROCEDURE:

- A. The PROVIDER shall submit invoices with accompanying documentation as provided in EXHIBIT II. The PROVIDER will record all costs incurred in the discharge of this Contract, as accrued, and report these costs no later than the close of business on the tenth (10th) calendar day of the following month, all in the manner specified by the WIA Grant Recipient and in conformance with applicable Federal and/or State WIA requirements.
- B. The PROVIDER assures, that if it is a public agency or non-profit corporation, that it will not charge more than 100% of its actual cost of doing business to any one funding source. The PROVIDER further assures that where multiple funding sources are involved, all planned and actual charges will be fully disclosed to said funding sources and collectively, the planned and actual costs will in no event exceed 100% of the actual cost of doing business or implementing and administering any program. The PROVIDER finally assures that no individual's compensation will be charged at more than 100% of said compensation regardless of the funding source(s) involved.
- C. The PROVIDER agrees to adhere to all reporting requirements, fiscal and operational, as required by the WIA Grant Recipient for the effective administration of WIA, which shall include completion of the reports identified as EXHIBITS IV and V, which are attached hereto and made a part hereof as if fully rewritten. The PROVIDER shall submit these reports no later than the close of business on the tenth (10th) calendar day of the month following the month for which activity is reported upon.

Section 8: REPORTING:

The PROVIDER agrees to adhere to all reporting requirements, fiscal and operational, as required by the WIA Grant Recipient for the effective administration of WIA, which shall include inputting required performance data into the State of Ohio's mandated data collection system, on a continuous and on-going basis. The PROVIDER also agrees to maintain a back-up data storage system and will provide a hard copy, upon request.

Section 9: INDEMNITY:

The PROVIDER will proceed and save the WIA Administrative Entity and Grant Recipient and the County harmless from any and all loss, claims, expenses, actions, causes of actions, costs, damages and obligations, final or otherwise, arising from any and all acts of the PROVIDER, its agents, employees, licensees, WIA participants hereunder, or invitees that result in injury to

persons, damage to property or loss, either directly or indirectly, to the WIA Administrative Entity and Grant Recipient, and the County arising from the performance of this Contract, as those injuries, damages or losses relate to any person, corporation, partnership or any other entity.

Section 10: RELATIONSHIP:

Nothing in this contract is intended to, or shall be deemed to constitute a partnership, association or joint venture with the PROVIDER in the execution of the provisions of this Contract. The PROVIDER shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or other liability on the County.

Section 11: DISPUTES:

Disputes arising under this Contract, between the WIA Administrative Entity and the PROVIDER, the PROVIDER and WIA participants, as well as all other disputes between any authorized parties, shall be resolved as required by Sections 667.600 through 667.860 of the WIA federal regulations, pursuant to the procedures established in EXHIBIT III hereof which is attached hereto and incorporated herein as if fully rewritten. In any event, performance under this Contract shall be continued pending resolution of any disputes.

Section 12: TERMINATION/ CANCELLATION OF CONTRACT:

- A. Termination for Convenience: That the WIA Administrative Entity may, by written notice to the PROVIDER, terminate the right of the PROVIDER to proceed under this Contract if it is found, after notice and hearing by the WIA Administrative Entity, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the PROVIDER, or any agent or representative thereof, to any officer or employee of the WIA Administrative Entity or with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making of any determination with respect to the performance of such contract, provided that the existence of the facts upon which the WIA Administrative Entity makes such finding shall be in issue and may be reviewed by the appropriate officials of the State of Ohio; and
- B. That the rights and remedies of the WIA Administrative Entity provided in these clauses shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract; and
- C. The WIA Administrative Entity, by written notice, may terminate this Contract, in whole or in part, when the County determines that it is in the best interest of the WIA Administrative Entity to do so. In such event, the PROVIDER shall receive as full payment of performance hereunder all payments earned in accordance with Section # 7 prior to such termination. In no event, however, shall said payment exceed the obligated amount for said services terminated.

- D. Cancellation: That the WIA Administrative Entity shall cancel this Contract for noncompliance with any requirement of WIA, the regulations promulgated under the Act, and any other applicable law.
- E. Failure to Perform: That if the PROVIDER fails to perform under this Contract or fails to make sufficient progress so as to endanger performance, the WIA Administrative Entity may cancel this Contract, in whole or in part, upon written notice to the PROVIDER as a result of its failure to remedy such conditions within ten (10) calendar days of receipt of such notice. In the event of such cancellation, PROVIDER will be paid to the date of cancellation for all such work as has been properly performed hereunder. Should it be finally determined that the PROVIDER has, in fact, performed properly, the cancellation will be treated as a termination for convenience.

Section 13: SEVERABILITY:

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, the remainder of this Contract or the application of such term(s) or provision(s) to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

Section 14: REMEDIES:

The rights and remedies of the WIA Administrative Entity provided in these clauses shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

Section 15: MODIFICATION OF THE CONTRACT:

This Contract may be modified or amended at any time upon the written agreement of both parties.

Section 16: METHOD OF COMMUNICATING MODIFICATION:

No letter, facsimile or communication passing between the parties covering any matter during this Contract's period of performance, will be a part of this Contract; nor will any communication have the effect of modifying or adding to this Contract unless it distinctly stated in the letter, facsimile or communication that it constitutes a part of this Contract and unless it is signed by the Executive Director of the City of Cleveland/Cuyahoga County Department of Workforce Development or another authorized County signatory, and the PROVIDER's authorized signatory.

Section 17: PUBLICITY:

The PROVIDER will serve a copy of any news release, advertisement, or other public communication regarding the program (or any other service described herein) on the designated representative of the WIA no less than 72 hours before said release or other communication is issued to the news and advertising media or the public. Furthermore, the PROVIDER will notify the designated representative of the WIA Administrative Entity immediately when any representative of the print or electronic news media contact the PROVIDER concerning news coverage of the program (or other services) named herein. Unless otherwise agreed to by the WIA'S designated representative, all public communications issued by the PROVIDER regarding the program or services named herein must contain the disclaimer: funding for this program (service) was provided by the City of Cleveland/Cuyahoga County Department of Workforce Development through the Workforce Investment Act.

Section 18: RIGHTS PROTECTION LEGISLATION:

The PROVIDER will observe and follow the ensuing Equal Employment Opportunity (EEO) and Affirmative Action Plan (AAP) requirements:

- A. PROVIDER will comply with the provisions of Title VI and VII of the Civil Rights Act (42 USC 2000d and 2000e), the Age Discrimination in Employment Act (29 USC 620 *et seq.*), the Equal Pay Act (29 USC 206 (d)), the Rehabilitation Act (29 USC 794), Title IX of the Education Amendment Act of 1972 (20 USC 1618), the Age Discrimination Act (42 USC 6101), the Americans with Disabilities Act (42 USC 12101 *et seq.*) and other applicable nondiscrimination regulations (29 CFR Part 37). The PROVIDER assures that no portion of its WIA program will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation, any person on the grounds of race, color, national origin, religion, age, sex, handicap, or political affiliation or belief. Efforts shall be made to make programs and facilities accessible to eligible qualified people with disabilities; and
- B. PROVIDER will develop and implement an acceptable AAP consistent with the requirements of ODJFS which are attached hereto and made a part hereof as if fully rewritten and is identified as EXHIBIT III; and
- C. PROVIDER covenants that this Contract is subject to the Equal Employment Opportunity Resolution No. 1985, adopted by Cuyahoga County on July 24, 1975, and the rules and regulations issued thereunder, which resolution and rules and regulations are incorporated by this reference as if fully rewritten.

Section 19: SUBCONTRACTS:

Unless otherwise provided herein, no subcontracts are permitted under the terms of this Contract without the specific written approval of the WIA Administrative Entity. In the event that Sub-

contract(s) are permitted, the sub-contractor(s) are subject to same terms, conditions and covenants contained herein.

Section 20: INSURANCE:

The PROVIDER shall take out and maintain during the life of this Contract such broad form contractual and comprehensive public liability insurance as shall protect it, the WIA Grant Recipient and Administrative Entity, and any subcontractors performing work covered by this Contract from claims for damages from personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Contract whether such operation be by the PROVIDER, or by any subcontractor or by anyone directly or indirectly employed by either one of them. The policy or policies required hereunder shall name the WIA Grant Recipient and Administrative Entity, the County, ODJFS and the D.O.L. as additional insured and shall contain the following special provision: "The company agrees that ten (10) days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the Contract involved, written notice shall be sent by certified mail to the Executive Director of the City of Cleveland/Cuyahoga County Workforce Development". The additional insurance coverage provided WIA Grant Recipient, Administrative Entity, the County, ODJFS and D.O.L. under PROVIDER'S insurance policy or policies shall be primary with respect to the PROVIDER'S premises and operations, notwithstanding other insurance covering the WIA Grant Recipient, Administrative Entity, the County, ODJFS and D.O.L. The limits of such insurance policies shall be an amount not less than \$100,000.00 for injuries, including accidental death, to one person and not less than \$300,000.00 for injuries or loss of life to more than one person as a result of one accident and \$25,000.00 for property damage.

1. Mandatory Insurance Requirements

The following three items (Worker's Compensation Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance) are all mandatory requirements unless otherwise specified.

(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 Office (ISO) form or its equivalent.

Note: If the services required under this Contract include the repairing, servicing, parking or storing of vehicles, then the following insurance coverage shall also be required:

Garagekeepers Legal Liability Insurance with a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident.

2. **Additional Insurance Coverage**

Each of the following items is optional unless otherwise required by the terms of this specification.

(a) **Umbrella/Excess Liability Insurance** with limits of liability not less than:

\$5,000,000 each occurrence
\$5,000,000 general aggregate
\$5,000,000 products/completed operations 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 (a)-(c).

(b) **All Risk Equipment Insurance** covering all risk of physical damage to equipment provided for use by Contractor.

(c) **Errors & Omissions Liability Insurance** providing coverage for claims arising out of the provision of design, architectural, engineering and/or other professional

services with a limit of liability not less than:

\$5,000,000 per claim;
\$5,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis. However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any design, architectural, engineering or other professional activity related to this Contract.

Insurance Coverage Terms and Conditions

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. 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.

Section 21: RECORD RETENTION:

In accordance with 29 CFR 97.42 *et seq.*, the PROVIDER herein shall maintain a complete file of all records, communications, and other written materials which relate to the delivery of services indicated in this Contract and that upon request of the WIA Grant Recipient or Administrative Entity, shall make such records available, and the PROVIDER shall maintain said files for a period of three (3) years after the termination date of this Contract, said period to be automatically extended if the D.O.L., ODJFS, the WIA Grant Recipient or Administrative Entity's audit findings pursuant to this Contract remain unresolved.

Section 22: PROPERTY LEASE:

The PROVIDER shall not, while using federal funds in the performance of this Contract, lease either real or personal property under terms providing, among other things, for the option to apply rent in whole or in part toward the purchase price of the property being leased, without prior written consent of the WIA Administrative Entity, nor shall the PROVIDER lease or purchase real or personal property contrary to provisions dealing with said subject matter as stated in EXHIBIT I hereof.

Section 23: FISCAL COMPLIANCE:

All fiscal records, pursuant to this Contract, shall be kept on a line item basis and in a manner that is consistent with generally accepted accounting practices. Fiscal accounts shall be maintained on an accrual basis. That 20 CFR Section 667 will be adhered to and that the PROVIDER shall not commingle the funds received pursuant to this Contract with any other funds and shall establish and maintain separate records for the management of the funds pursuant to this Contract.

Section 24: MONITORING:

The WIA Grant Recipient, the County, ODJFS, D.O.L. and any other federal or state agency, as legally authorized, shall have the right, pursuant to 20 CFR 667.400, to monitor all activities under this Contract for which funds have been provided. The monitoring function may be implemented through the use of internal evaluation procedures, the examination of program data, special analysis, on-site checking, and any other procedure the WIA Administrative Entity and the above-mentioned agencies deem necessary and appropriate.

Section 25: CLOSE-OUT AND AUDIT:

The PROVIDER shall submit to the WIA Administrative Entity, a final close-out report not more than 60 days after the end of the funding cycle, containing a complete financial reconciliation and a full program evaluation of activities during the contract period. An audit is required if an organization expends \$300,000.00 or more in federal funds; the PROVIDER shall submit to the WIA Administrative Entity, an Annual Compliance with Federal OMB Circular A-133 if the annual expenditure exceeds \$300,000.00.

Section 26: CONFIDENTIALITY:

The PROVIDER agrees to comply with all federal and state laws applicable to the County and/or consumers of County funded services concerning the confidentiality of the County's consumers. The PROVIDER understands that Ohio law prohibits anyone from soliciting, disclosing, receiving, using, or knowingly permitting, or participating in the use of any information regarding a public assistance recipient for any purpose not directly connected with the administration of a public assistance program. R.C. 5101.27(A). See also Ohio Administrative Code 5101:1-1-03. Under R.C. 5101.00(B), whoever violates R.C. 5101.27(A) is guilty of a misdemeanor of the first degree.

Section 27: PUBLIC RECORDS:

Subject to Section 26, this contract is a matter of public record under the laws of the State of Ohio. Upon a request made pursuant to Ohio law, the PROVIDER agrees to notify the Executive Director of the City of Cleveland/Cuyahoga County Department of Workforce Development, before making copies of this Contract available to any requesting party.

Section 28: POLITICAL ACTIVITY PROHIBITION:

No funds hereunder shall be used for any partisan or nonpartisan political activity or to further the election or defeat of any candidate for public office, nor shall they be used to provide services, or for the employment or assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this contract with (1) any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group in an election for public or party office; (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or (3) any voter registration activity, and other wise comply with the requirements of 5 USC 1501-1508, which are incorporated herein by this reference as if fully rewritten.

Section 29: SECTARIAN ACTIVITIES:

The PROVIDER assures that participants served under this Contract shall not be employed in the construction, operation, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place of religious worship.

Section 30: LOBBYING PROHIBITION:

The PROVIDER assures and certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the PROVIDER, to any person for the purpose of influencing or attempting to influence an officer or employee of an agency, a Member of Congress, or an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any

Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment or modification of any Federal contract, loan or cooperative contract.

Section 31: DEBARMENT AND SUSPENSION:

The PROVIDER will, upon notification by any Federal, State or Local government agency, immediately notify the WIA Administrative Entity of any debarment or suspension of the PROVIDER being imposed or contemplated by said Federal, State or Local government agency. The PROVIDER will also notify the WIA Administrative Entity if it is currently under debarment or suspension by any Federal, State or Local government agency; and that the PROVIDER has complied with all Federal State and Local policies required for designation as a "Drug-Free Workplace."

Section 32: CONFLICT OF INTEREST:

No officer, employee or agent of the WIA Grant Recipient or Administrative Entity, the Workforce Investment Board (WIB) and the PROVIDER who exercises any functions or responsibilities in connection with this Contract, shall have any personal financial interest, direct or indirect, in this Contract. In the event that a conflict of interest should arise, the PROVIDER shall report such conflict to the County immediately and the County may terminate the contract in accord with Section 12 or any other relevant provision of this Contract.

Section 33: BUY AMERICAN ACT:

Pursuant to Section 505 of the ACT, the PROVIDER acknowledges the intent of the Congress of the United States that only American-made equipment and products should be purchased with funds provided through this Contract. Therefore, in expending the funds provided hereunder, the PROVIDER agrees to comply with 41 U.S.C. # 10a - 10d, known as the "Buy American Act."

Section 34: PATENT SAFEGUARDS:

The PROVIDER shall indemnify the WIA Grant Recipient and Administrative Entity, and the County, its officers, agents and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 USC 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification or repair of real property under this Contract.

Section 35: COPYRIGHT PROTECTION:

The PROVIDER shall report to the WIA Administrative Entity, promptly and in writing, each notice or claim of patent or copyright infringement based on the performance of this Contract. The PROVIDER further agrees not to remove any copyright notices placed on data and to include such notices on all reproductions of the data.

Section 36: VESTED POWERS:

All powers not explicitly vested in the PROVIDER by the terms of this Contract shall remain with the WIA Administrative Entity.

By entering into this CONTRACT, PROVIDER agrees to conduct this transaction by electronic means by agreeing that all 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. PROVIDER also agrees 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.

UNITED LABOR AGENCY, INC.

BY: 

David Megenhardt, Executive Director

COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive

BY: 

Edward FitzGerald, County Executive
2013-07-29 17:20:00

CITY OF CLEVELAND/CUYAHOGA COUNTY
DEPARTMENT OF WORKFORCE DEVELOPMENT

BY: 

David Reines, Executive Director

EXHIBIT I

STATEMENT OF WORK

The PROVIDER agrees to enter into a Contract with the City of Cleveland/Cuyahoga County Department of Workforce Development (known as Employment Connection) for the period **July 1, 2013** through **June 30, 2014**. Under the terms of this Contract, the PROVIDER shall provide workforce-related services to employers. Employers will recognize the PROVIDER as the single point of contact to share information about current and future skills needed by their workers and to post specific job openings for existing and new jobs. The PROVIDER will possess strong linkages with employers and the Employment Connection (EC) one-stop system, demonstrate a willingness and ability to collaborate with EC management and staff, and be committed to match job-ready individuals with employers in real-time. Through the services offered, the PROVIDER will place at least an estimated 3,100 job seekers into employment. Specific activities and outcomes include the following:

1. **Job Development** – The PROVIDER agrees to provide job development services. The PROVIDER will produce a high volume of job orders and identify job openings for positions, at all education and skill levels, for which the job seekers of EC can compete.
2. **Recruitment, Job Match, and Placement Services** – The PROVIDER will understand employers' human capital needs, then, working in cooperation with the EC staff, help employers find qualified candidates from within the existing one-stop system in real-time. The PROVIDER will additionally perform targeted recruitment to screen and/or interview job seekers. Job fairs are one example of ways the PROVIDER will offer an efficient and inexpensive way for employers to recruit candidates. The PROVIDER will not only demonstrate that they can identify unemployed job seekers for open positions, but also demonstrate that they possess the expertise to identify workers who are underemployed from within the applicant pool and have the capacity to provide a higher skilled level of service(s), including training, to the underemployed to assist them find or transition to better paying jobs.
3. **Labor Market Expert** – PROVIDER will offer timely labor market information for employers, EC management and job seekers. The PROVIDER will clearly demonstrate that they possess expertise in labor market analysis and will be knowledgeable on industry analysis, providing information on the region's current and projected labor markets. The PROVIDER will provide information on wage and salary data, occupational projections and employment statistics.
4. **Education and Training Resources** - PROVIDER will offer an array of services to help employers educate and train their current workforce and help fill their employment needs with qualified job seekers. This encompasses providing information on tax credits and other financial incentives, including identification of training available for new or current employees. Provide "best practice" information to employers on topics concerning

effective hiring, employee retention and employee training. Possible training resources to be offered to appropriate employers include:

a. Customized or Incumbent Worker Training

Offering training that is designed to meet the special requirements of an employer (including a group of employers). The training is conducted with a commitment by the employer to employ, or in the case of incumbent workers, continue to employ an individual upon successful completion of training and for which the employer pays for a portion of the training.

b. On-The-Job Training (OJT)

An OJT program is designed to help businesses hire and train persons who do not have sufficient expertise and knowledge in the jobs for which they are being hired. The employer's training expenses would be paid at a rate not to exceed 50% of the wages the new hire earns during the contracted period. OJT is a viable training option for job seekers who perform better with a hands-on training experience rather than in a the traditional classroom setting.

5. **Rapid Response** - EC receives notices of plant closures and mass layoffs, including those covered under the Worker Adjustment and Retraining Notification Act (WARN) which takes effect when fifty (50) or more workers from a single site are to lose their jobs. When EC obtains information about a major layoff, immediate on-site services are to be provided to assist workers facing job losses. Rapid Response provides early intervention assistance designed to transition workers to their next place of employment as soon as possible. Rapid Response means immediate on-site contact with the employer. Assistance may include looking at layoff aversion strategies, analyzing background of affected workers, obtaining layoff schedule and plans, identifying reemployment prospects for workers, and identifying available assistance for affected workers. It is the expectation that the PROVIDER will work with one-stop management to work hand-in-hand in providing these services.
6. **Activities in Support of Economic Development** – market programs available through the Cuyahoga County Department of Development that support expansion and talent developmental strategies in the region. Such activities will include:
 - Providing information to businesses on the financial assistance available to help create and retain jobs;
 - Identification of tax incentives to businesses to help expansion efforts;
 - Identification of available resources to assist with new product development and entrepreneurship.
7. The PROVIDER agrees to use the system(s) designated by the COUNTY for data and job matching. All open employer job orders will be posted on the system and this system shall be used for job matching.

8. The PROVIDER accepts the following WIA Core Indicators of Performance with the understanding that achievement of 85% of each Indicator level by the end of the contract period will be considered having met satisfactory performance.
 1. Entered Unsubsidized Employment Rate: 78% for Adults
87% for Dislocated Workers
 2. Employment Retention Rate after 9 months: 87% for Adults
92% for Dislocated Workers
 3. Average Earnings per year: \$29,000 for Adults
\$34,000 for Dislocated Workers
9. The PROVIDER agrees to supply information on planning and performance goals which the COUNTY requests. The COUNTY may require any information be submitted in a format which will be provided to PROVIDER.
10. 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.
11. The PROVIDER agrees to conduct customer satisfaction surveys of its employer databases on a quarterly basis. The questions to be asked of these populations will be developed by the senior management of Employment Connection and the PROVIDER. The sample size of the surveys will be 10% of the employer populations, randomly chosen. The survey results will be used to ensure continuous quality improvement of employer services.
12. 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.

PROGRAM ACTIVITIES

1. Program Design Narrative

Introduction

The United Labor Agency (ULA), a 501(c) 3 non-profit organization, proposes to continue as the Employer Services contractor. Since July of 2010 the ULA has been both the Employer Services Contractor and One-Stop Operator for Employment Connection and has created a system to find open positions, to determine the human capital needs of our regional employers, to recruit, assess, place and retain qualified jobseekers. Both sides, Employer Services and One-Stop Operator, work in concert to create a flexible, aggressive and efficient system of workforce services. The ULA has been the architect of the demand-facing strategy at Employment Connection and has an extensive history of employer engagement. Within the last three years, we have built a database of over 4,000 employers, quadrupling the number of employer contacts the area gathered during the first nine years of WIA services. We have built a database of over 25,000 screened jobseekers through outreach and recruitment efforts. During the two years and three quarters (July 1, 2010 to March 31, 2013) of the current contract we have placed over 9,600 jobseekers. In PY 2013 we project to finish the year with over 4,000 placements and we have set a system-wide goal of 4,000 placements per year for the length of this proposed contract.

The ULA proposes to have staff work from both the Bolivar and Brookpark One-Stops and remain fully integrated with One-Stop services. All staff and partners have been fully trained on the use of our recruiting and case management software and we now have a mature, beta-tested system completely tailored to our needs and designed by our staff. We have pioneered the use of technology to deliver services more efficiently, important in an era of decreased funding. We have created a strong presence for Employment Connection with partner agencies and in the community. Because of our program design, our belief in aggressive jobseeker recruitment, and technological tools, we have developed and implemented over the past three years, we can work closely with the City of Cleveland and Cuyahoga County Departments of Economic Development to find qualified candidates for their Workforce Development Agreements (WDA). We have become a strategic partner of Team NEO because we understand the “real-time” state of the workforce in Cuyahoga County. The ULA understands and abides by the veteran preference mandate and proposes that all jobseekers who are veterans will be contacted first for open positions and training opportunities.

Job Development

Existing relationships with employers and how additional employers will be targeted

Through the work of our Business Service Consultant (BSC) and Recruiter teams we have currently amassed over 4,000 employers in our database. The employers are large and small and the services we have performed for them vary. These employers include: PPG, Cleveland Clinic, University Hospitals, Menorah Park, Cleveland Range, Horseshoe Casino, Thistledown Racino,

Greater Cleveland Aquarium, Kowalski Heat Treating, Rosemary Center, Jennings Center for Older Adults, AJ Rose, Equity Trust, Amtrust GMAC, Nestlé, Arcelor Mittal, Marriott, Olympic Steel, Electric Cordset, Adalet, Lakewood College, L'Oreal, Regency Technologies, Plain Dealer, Progressive, Carrington Youth Academy, SP Data, Evergreen, Ohio Cooperative Solar, MetroHealth, RTA, FedEx, Hugo Boss, to name a few. We have performed 726 recruitments, made 586,439 number of calls to jobseekers announcing open positions and have made 35,886 referrals of qualified jobseekers to these employers. The list is ever-growing as we expand our footprint through our outreach efforts and the quality of our services.

So how have we worked with employers? The relationship with these employers can vary depending on their hiring needs. We have collaborated with Cleveland Clinic to create the Military Career Advancement Skills (MCAS) workshop to transition military veterans into existing Clinic positions, an important initiative for the hospital and the community. We have ongoing relationships with Rosemary Center, Menorah Park, SP Data, Horseshoe Casino, and PPG where we consistently assess and recruit for their various positions and locations. These opportunities are important for getting a segment of jobseekers consistent work and helping them acquire job skills. These employers have large employment needs and have difficulty finding and retaining employees. Menorah Park hires 20 new staff a month with the assistance of our recruiters and our OJT funds. Another example would be “from-the-ground-up” recruiting as evidenced with our work with the Greater Cleveland Aquarium and SP Data. These organizations began their relationship with us when they had no employees except for a recruiter looking for talent. ULA Recruiters started by understanding the company’s talent needs, understood company culture, created a qualified candidate pipeline, held recruitments and interviews, and followed through with the employer until the need was met. When the Aquarium opened all of their staff had been recruited through Employment Connection from customer service all the way up to their CFO. The story with SP Data is much the same. An advance recruiter with the company came into town and we recruited, screened and referred every one of their original staff. Now, we have established an on-going three year relationship with them to provide candidates as they need them. The company has stated publicly that we saved them as much as \$100,000 in recruiting expenses.

For all employers, we provide a concise recruitment strategy. We function as an extension of their human resource department by doing the following: pre-screening, referral services, assistance with writing job descriptions and determining wages to be competitive with surrounding business, posting of their openings, assisting them with creating training plans for new and existing employees, making recommendations and assisting them to improve their hiring process to be more efficient. With our assistance, we save the employer time and money throughout the hiring process. We provide access to various incentive programs such as OJTs, customized training and incumbent worker training.

Additional employers will be targeted using the same techniques we used to amass over 4,000 in the current database, with some modifications and refinements. The outreach will take the form of a combination of cold-calling lead generation, in-person visits, recruiting events, job fairs, networking events, chamber of commerce meetings, economic development department leads, WDAs, referrals from other employers and jobseekers, Labor Market Information (LMI) research and the Hoover's database, Dunn and Bradstreet, referrals from partner agencies, referrals from the State of Ohio, Team NEO and the Greater Cleveland Partnership. Also the BSCs and Recruiters we hired brought their own personal contacts and their books of business from their previous positions. We also mine LinkedIn, Monster, and Ohio Means Jobs for leads. We have begun to establish a stronger social media presence and are looking for ways and techniques on how to strengthen these initiatives. We have continued to cultivate relationships with neighboring WIBs to assist out-of-county employers. We have also begun the initial steps of formulating a plan to become the county's primary employer internship hub. We plan to post internships alongside full-time permanent employment on the Employment Connection website, thus drawing in more employers who will have open permanent positions in the future and student jobseekers with freshly learned skills with no experience and mature jobseekers looking to transition new careers.

Strategy to engage employers

Business Service Consultants (BSC) will use a combination of cold-calling techniques, in-person visits and follow-up strategies to engage area employers. For cold-calling, the team will use the operator-assisted function of a predictive dialer call center (see Predictive Dialer section of the Program Narrative for a full explanation of this technology). The Business Services Manager will be able to direct where the calls are being made, what strategic targeting needs to be done by industry or geography, and will be able to measure output statistically to ensure the calls are effective. We believe in a systematic approach to performing outreach. BSCs will continue the needs assessment process over the phone. We have obtained employer lists through the Internet, through business associations and networks, through OMJ, and through the purchase of lists based on industry and geography. BSCs can also assess whether a company is downsizing, experiencing instability, or in need of workforce training. Through this thorough, persistent and comprehensive outreach we will be able to collate "real-time" Labor Market Information (see LMI section for a complete discussion of this function). It will be their responsibility to get past the "gate-keepers" and find the internal champions and decision-makers within the company. BSCs are on-the-ground marketers, the advance team for EC Employer Services. The BSCs will also reach out to employers that hired our jobseekers at some point in the past to create more job orders for their new positions. Employers are extremely satisfied with our work so reminding them of our usefulness is an easy selling opportunity. BSCs may find it necessary to further reach out to the employer and have a more in-depth conversation concerning needs assessments, job orders and future hiring goals. The BSC understands the employer's business and long term human capital needs. The BSC has a specific geography based on zip codes and clusters of

business, known as a zone, assigned to them. The BSC has embedded themselves in the community. They have reached out to local chambers of commerce in their territory, local economic development offices, mayors, county council members, and other local economic development leaders to understand the hiring needs of businesses and the community at-large. They will continue this process of engagement through the term of these proposed services. Management of ULA holds the BSCs accountable for bringing in new companies.

If the employer is hiring, the BSC will introduce them to all of our services, the benefits of using Employment Connection and, specifically, will convince the employer to use our recruiting services, a pre-screened, full-scale process of finding the right candidate for the open position as described in the recruitment, job match and placement section below. The BSC team has also begun to skill market our jobseekers, strategizing on which companies to reach out to based on the skills of the jobseekers registering with our service. Management can monitor new traffic by conducting keyword searches based on their skill sets in PC Recruiter, (see PC Recruiter (PCR) section for a full explanation of this database.) For instance, by conducting these keyword searches we see an uptick in jobseekers who are experienced customer service representatives, welders or nurse aides. Armed with this information the BSC will target companies who employ workers with these skill sets and pitch to the company our ability to refer screened, qualified candidates with the exact skill sets, which they employ. We believe this is another avenue to create a relationship with an employer, by understanding their business and the talent they employ.

Connecting with large-scale economic development community initiatives

In the past three years we have strengthened Employment Connection's link with large-scale economic development community initiatives, specifically working aggressively with WDAs. We have created a position to handle this function on a full-time basis, a position we have called a BSC-Economic Development Liaison. A WDA is a binding contract between either the City of Cleveland or Cuyahoga County and an employer, when the employer is receiving dedicated public funding for expansion or to enhance existing business. In return for receiving the funds, a certain percentage of job creation must be delineated. The company commits to hiring through EC within the city or county. This arrangement is a huge opportunity for us and our jobseekers as we can refer them directly to hiring employers. It is also a responsibility we take very seriously, because, although mandated, we want to provide the company with a high quality of service and vetted, qualified candidates. To make sure the process works for all parties the ULA staff person attends all Economic Development Department staff meetings, provide updates on existing clients, and learns of new projects. Our responsibility is to make sure that the employers sign the WDA contract and that it is fully executed when senior management of EC signs the document. Once it is signed we collaborate with the employer to devise a strategic hiring plan, taking into account the number and type of positions, and the timeframe of hiring. To assist in

their recruitment needs, we do online advertising, brand the opportunity with flyers and emails, send predictive dialer calls and create customized recruitments. We track the employer's progress toward the hiring goals set in the contract and submit an analysis to the City or County on a quarterly basis. One of the most recent large projects with a WDA is Cleveland Range, which relocated work from other states and Canada. The company is hiring all positions and is in the process of constructing a new building. Cleveland Range manufactures steam jacketed kettles, combi-ovens, steamers, cook/chill systems that they sell worldwide. We are providing skilled workers for all positions from hourly to salary. Some of these positions include: line operators, welders and engineers. They are also taking advantage of some hiring incentives including OJT training funds. Other projects completed in the recent past include: Menorah Park, Amtrust Financial, Nestlé, Melt Bar and Grilled, and the Marriott. Current projects include Midtown Agora, 7000 Euclid (Technical Park), ARIEL International Center, Colliers International, Victory Midtown, Hemmingway Development (Jay Hotel), Great Lakes Towing and NorthShores Development. Upcoming projects include: the East Bank Flats Project (Phase II) and the East Ohio Gas Project.

By connecting with the City of Cleveland and Cuyahoga County Departments of Economic Development we will catch most large-scale economic development activities. Embedding BSCs by geography presents an opportunity to interact and develop an ongoing relationship with local chambers of commerce, local governments and economic development offices, county council members, mayors and other economic development leaders in their respective communities. We get the BSC to the table where large-scale economic development community initiatives are being discussed and created. Through our program design and tools we have a complete end-to-end recruiting service with a capability of reaching out to massive numbers of jobseekers from all classifications. BSCs are able to market these services to officials and developers of large scale projects. We will now be at the table with very real and powerful tools at our disposal, namely a vast talent bank and real time LMI for rapid deployment and recruitment.

Labor Market Expert

The BSC team will be the major source for unique and “real-time” Labor Market Information (LMI). Using persistent outreach methods to regional employers, the team will talk with more employers more quickly about the prospects of job openings, current and future layoffs, than any one single unit in the county. Their function will be to gauge the pulse of the business community and not only provide jobseekers with leads to job openings, but to collect the general state of specific companies. We collect this data every day. We know what demand is coming based on the WDAs and we receive advanced notice of job openings based on the BSC relationships with their employers. All information is housed within our employer case management system, PCR. The information is collated into a monthly report to senior Employment Connection management and a quarterly report to coincide with WIB meetings will be developed and presented at every quarterly meeting. Jobseekers have access to all real-time

job orders via the Employment Connection website. We will also include all data collected during Rapid Response events, the types of businesses that are closing or laying-off, and the skills of the workers who have been laid off. In addition, we will always have the skills of the jobseekers in our talent bank and the skills of the workers in the Ohio Workforce Case Management System Labor Exchange (OWCMS LE) to include in a report to give the state of the jobseeker. Real-time data will be immediate and sometimes will not show long term trends. For that, we can rely on the work of the State of Ohio LMI Department and Wanted Analytics through Ohio Means Jobs, to perform that function. We provide employers with competitive wage data gleaned from the years of job orders. We share information gathered from the Department of Labor, Greater Cleveland Partnership quarterly meetings that often cover new trends in the current local market, Team NEO, and State of Ohio LMI with employers through email and during in-person visits. One-Stop Employment Specialists share trending and in-demand information with the jobseekers in their caseloads and all of it is discussed internally and reviewed in EC management meetings to better design and modify services.

The Process to Discover Employers' Real-Time Human Capital Needs

The Employer Services Team uncovers needs on an ongoing, daily basis and provides the majority of leads from which we work. Zone teams (BSC and Recruiter) work directly and continuously with our employers to determine their human capital needs. The BSC team follows-up on these leads, whether the company needs recruitment services, incumbent worker training, economic development help, Rapid Response services or other training needs, such as On-the-Job Training (OJT). Extensive conversations with regional employers help determine future hiring needs and project skills needed. Each contact varies in length and depth, but the BSC will be responsible for the full assessment of employer needs. If the employer has job openings a BSC and Recruiter work together to uncover the specific employment needs of the company. The Recruiter will continue to grow the relationship with the company. BSCs and Recruiters are well-versed on all the tools available to the employer and they determine whether we have an intervention tool in our toolkit to help the employer with their need. It is important that BSCs are well-versed in city, county and state programs outside of our immediate program services. The teams stay knowledgeable on our current bank of talent and skill market those jobseekers to hiring companies.

Now that Employer Services and our demand-facing strategy have been in place for nearly three years we have found that contact with employers can come from a variety of sources. We have developed a wide network of relationships with employers and our reputation for quality service is strong and growing. Job orders come in directly from the employers through our website or through employers calling us directly seeking help. WDAs help determine the current and future needs of employers. Current employees, possibly jobseekers or their relatives, who we have placed at the company, have also been a growing source of referrals to companies who need and want our help. Grants that have been awarded to local colleges or community partners, such as

H1B initiatives, Cuyahoga Community College's HIT program or Lorain Community College's Speed to Market Accelerator, are good sources of information concerning the skill gaps employers are experiencing in the region. Staff also participate in committees or initiatives designed to align workforce services with employers, such as local and regional healthcare advisory committees, CO-VETT, the Strategic Workforce Alliance Group, truck driving advisory committees, consistent contact with Jobs OHIO, a working relationship with Team NEO, and supporting the City of Cleveland, Office of Equal Opportunity to ensure employers (primarily construction companies) are in compliance with the City's Fannie Lewis Law and equal opportunity for Cleveland residents.

Marketing Employer Services to Employers

Marketing to employers will take several forms. The first example of systematic and ground-level marketing is the Business Service Consultants either through cold calls and/or in-person meetings to establish a connection. The BSC will leave a marketing/communication piece to prospective employers that will highlight all of our business services along with a business card of the BSC. Other marketing efforts will include: 1) Word- of-mouth, as employers who have been successful with our services refer others who need our help ; 2) BSC team continually reach out to employers who have an established relationship with Employment Connection; 3) BSC team market through rotary clubs and chambers of commerce; 4) BSC team are active members of trade associations (i.e. SHRM); 5) traditional media such as newspapers, TV and radio (Employment Connection has enjoyed several positive news articles, television spots and a nationally broadcast NPR piece highlighting the success of our services over the past three years; 6) BSC team partners with COSE, Team NEO, GCP to identify employers in need of our services; 7) BSC team works through the Rapid Response Coordinator and assists businesses experiencing instability; 8) BSC team targets and works specific job fairs, community resource fairs, and trade shows, such as Polaris Job Fair and Case Western Reserve job fair; 9) Mass email marketing; 10) Public Service Announcements of local media, 11) Targeted recruitments for employers/industry specific; 12) Testimonials in the business-to-business section of EC website; 13) Employer roundtable events to provide opportunities to share successes and services with targeted employers and obtain real time hiring needs.

In addition, all BSCs have laptops and cell phones with tethering technology, so that presentations can be made onsite at the employer's location. Also, the talent bank housed in PCR is web-based so qualified jobseekers will always be available to show a potential employer. The central message of our marketing efforts will be that we have access to a large bank of talented jobseekers that are ready to perform for regional employers, and that we can find jobseekers with the skills, aptitudes and work histories to match their needs. We can also market that our expertise will save them real money in recruiting and screening costs, in down time, and in lost productivity.

Recruitment, Job Match and Placement Services

Identification of Job Order, Candidate Matching and Referral

Business Service Consultants find job orders by daily canvassing through phone calling, emailing or in-person visits. Job Orders are the central mechanism to providing job matching. A job order form is only completed when an employer has a specific position/s to fill and needs our assistance. The form consists of company name, position, address of company and work location (if different), wage, job description, work hours, start date, benefits, skills desired, contact method, position, industry, company federal ID number, and contact information for Employer Services with instructions on how to submit the form. An employer can go to the Employment Connection website and submit a job order form directly to the Employer Service Department. Employers also have the option to fax or email the form to the Employer Services Managers or Zone Teams. Often times an employer will request our assistance with writing their job descriptions for the job order form. We often consult with the employers on how to update and/or improve their job descriptions. Also, employers are made aware of the federal guidelines for hiring practices during this process. Competitive wage data is often provided to the employer to reconsider their hourly wages/salaries being offered to our jobseekers. Pre-screening questions are requested from the employer at this time as well. Once a job order is approved by the Employer Services Department and the employer, it is immediately posted on our website and OMJ. Registered jobseekers at that time can start applying. The job order is assigned to a recruiter to actively source qualified candidates to fill the position(s). Recruiters are required to make contact with the employer to introduce themselves and communicate about the jobs and candidates. Job orders stay active on our website until the position(s) are filled or the employer requests that they be taken down. Job orders will also come from employers with whom the BSCs currently have a relationship. They will come from the work of the BSCs in the community, through their networking with chambers of commerce, and from local and regional economic development agencies or organizations. From all of these sources will come the information and the BSCs will transcribe the information onto a job order form.

At this time a BSC and employer execute a partnership agreement. This is a non-binding agreement that spells out the responsibilities of the company and the responsibilities of EC (i.e. expectations, information that must be communicated, timeframes etc.) The partnership agreements were implemented to better foster communication and avoid misunderstandings between the employer and EC.

Classifications of Job Orders

There are four types of job orders: 1) **Partial disclosure** means that the jobseeker does not have access to the employer's information and the employer only has access to limited information about the jobseeker. If the employer is interested in the candidate, the recruiter will either set up

the interview or will provide the employer with their contact information. We have the ability to prescreen and have full control of which candidates are being sent over to the employer, ensuring they are qualified and screened. The job order is given to EC exclusively for a period of time before being broadcast publicly. Partial disclosures obviously benefit the employer and EC most, because EC has an opportunity of placing a qualified jobseeker who has come to us for service and the employer does not have to face a massive wave of unqualified jobseekers. We must be able to sell our ability to find qualified candidates, and once we convince the employer to list with us exclusively, we must deliver on that promise. We want to own and drive the recruiting process. We want to deliver so quickly and efficiently that the employer would not think of going anywhere else in the future; 2) **Full disclosure** means that every candidate who applies is referred to the employer, skipping the pre-screening process. A full-disclosure order is listed with Employment Connection but also is public in a number of other formats (newspapers, websites, and other employment agencies, etc.). We still have the ability to work with full disclosure job orders and use a predictive dialer to broadcast the opportunity, because the time invested in a full-disclosure job order should be limited. All jobseeker information is provided to the employer, all company information is available to the jobseeker, and the role of the BSC and Recruiters is minimal. The benefit of providing this service to the jobseeker is to get them in front of as many employers as possible and for the employer to build its pipeline quickly and efficiently; 3) **Non-disclosure** means when a company requests our assistance with finding qualified candidates but the job search is highly confidential and the employer wants a tightly controlled process. An employer may have a multitude of reasons of wanting a tightly controlled process. In non-disclosure the recruiter works the job order exclusively and no information is broadcast on the website; 4) **Alien Certification** means an employer wants to hire outside of the U.S. through an H1B Visa but first must post the job within the U.S. for a minimum of 30 days, as required by law and we do our best to provide candidates to them.

Candidate Matching and Recruitment

We have developed and implemented recruiting software that is the key tool of our job matching and case management process, centralizing access of employer and jobseeker information. It eliminates the loss of information for an employer and jobseeker as PCR is an employer and job order case management tool for Recruiters and Business Service Consultants. It is the interface between the One –Stop side and the Employer Services side. This software has been fully customized to the WIA process and provides an electronic front door for jobseekers. All functions of the One-Stop and Employer Services have been integrated in the software design. This is our unique talent bank. Jobseekers who have engaged in the One-Stop through one of the facilities, through online electronic registration, or jobseekers from self-registered core, registered core, intensive service and from Rapid Response events. They are jobseekers actively recruited through targeting and outreach. The talent bank connects One-Stop services and the Employer Services Team. One could think of One-Stop staff developing and finding the talent

bank and the BSCs and the Recruiters as working the bank day in and out looking for matches for the employer.

PCR tracks the progress of the jobseeker through our services via a pipeline: jobseeker applications, résumé submission to employer, updated profile information, the stage they are at in the application process for each position they applied for, how many positions they have applied for, number of interviews, how many jobs they weren't qualified for, placement information, communication between jobseeker and both departments, and any barriers to employment. Concerning placements we have the ability to track who placed them (what staff), when (date of hire), the company (which department and the hiring authority), the position (how long was it open and how many referrals did it take to make the placement), and the jobseeker (now the employee with a new position). When a jobseeker applies to a position, an automatic message is sent to them notifying them that EC has received their application and we will be reviewing résumés. Automatic notifications are generated to the jobseeker about their pipeline status throughout the process. It allows 24/7 access for the jobseeker to have the ability to update their profile or résumé at any time and they can apply on their own. Jobseekers have the ability to search what jobs we have by using a keyword search such as: date posted, position, location, job skills and/or an OJT opportunity. It can hold several versions of a résumé, as there is no limit to how many targeted résumés can be uploaded. Most importantly, they can access this from anywhere; they do not have to come into the One-Stop to apply. It holds all scanned WIA required eligibility documentation of the One-Stop centers and provides opportunity for the Employment Specialist to house detailed information that both departments have access to. PCR supports the OWCM S, formerly SCOTI, for eligibility and enrollment.

PCR also tracks any activity for the employers. It maintains a history of all job orders uploaded and posted, as well as a case history of each and every employer. It tracks every jobseeker who has applied to every position, when and why they fell out of the process, success rates of every job order, fill time, EEO and demographic information, recruiting events and who participated, contact information of all employers, who has been hired, and all emails between the employers and Employer Services. We have the ability to run reports for everything that we would want to know on both the jobseeker and employer sides. We conduct ongoing employer satisfaction surveys using PCR to improve our services.

After a job order is posted the Zone Recruiter is notified of the posting. Immediately they keyword search the PCR talent bank database to identify priority-of-service veteran candidates. From there we keyword search from the job description and identify existing candidates in the talent bank and create a list and narrow down based on various identifiers (location, position, education, Veteran status, dislocated worker, disability, referral source, intake date, etc.) If a jobseeker self applies, the recruiter is then notified of a new applicant. If the applicant's résumé shows the required skills that the employer is seeking, the recruiter will make contact with the

jobseeker at that time. A pre-screening interview typically takes place over the phone by using the pre-screening questions that were developed between Employer Services and the employer. If no candidates are identified through initial keyword search we seek externally in OWCMS/Labor Exchange, post on LinkedIn, OM J and the EC website. Both predictive dialer calls and email blasts are sent to identify candidates, advising them of the opportunity and asking them to apply online or to call for further information (marketing the position). We also market the position internally with a “hot job” notification to all One-Stop staff. The fully integrated software system allows Employment Specialists the ability to make direct referrals for specific opportunity. We also reach out to partner agencies for referrals and all of their jobseekers can view all of our opportunities through online access. Recruiters are alerted of new talent registering on PCR every day in case a new applicant qualifies for an existing job order. The system also automatically identifies new job orders entered into the system and alerts jobseekers of the posting.

Once the recruiter accepts the résumés they can efficiently review them and compare résumés or applicants. PCR allows for a side-by-side résumé review and highlights the keyword matches based on the search for easy identification of talent. It allows the recruiter to sort through thousands of résumés in a matter of moments. They can easily and efficiently organize status and priority of job orders and utilize the pipeline. They can schedule timed follow-along activities that are marked on the calendar, which provides pop-up reminders. Recruiters will provide employers with the number of referrals they instruct us to send. If an employer wants only five of the top qualified applicants or fifty jobseekers in the talent pipeline we will refer them. Over the last three years we have made 35,886 referrals of qualified jobseekers to open positions.

Recruitments

A recruitment is an in-person event held on the employer’s behalf to identify qualified candidates for an open position. Usually the employer will have multiple openings to be filled at the same time to warrant a recruitment. The event is customized to meet the employer’s needs and to build a candidate pool for future openings. Recruitments can be held at EC, partner sites, or at the employer’s location. The employer may or may not be present at the event. Most often jobseekers are scheduled for the event through predictive dialer calls, email, and invitation announcements. We have developed a recruitment checklist that all recruiters must utilize to ensure the effectiveness of the recruitment.

A typical recruitment begins with Employer Services staff confirming every jobseeker has registered and provided intake documentation, if needed. A presentation is then made by EC and/or the employer to define the company culture, the position, and the application process. The attending jobseekers have been prescreened for the recruitment based on a pre-defined criteria set by the employer (varying criteria examples include: basic skills testing, customized or standardized testing, mirror employers hiring/interview process, observation of candidate

behaviors, behavioral interviewing, skill evaluation, drug testing). Staff can prepare the jobseeker through assessment questions, mock interviewing, application to the employer via online, and discussing employer culture and hiring criteria. Jobseekers meeting all criteria can be hired on the spot or move on to the next step in the employer's process (usually interviewing with employer). Recruitments can be open to the public and generate new candidate registration, increasing the talent bank. Usually for these types of recruitments the employer is not present. We use such recruitments as talent acquisition and pre-screening events. We have also developed target market recruitments to increase the candidate pool for quick matching and applicant submission across similar industries/employers. There may be no specific employer or there may be multiple employers, but the goal we have is to increase a certain classification or skill set found lacking in our talent bank. Some recent examples include: bi-monthly veteran outreach events, Information Technology cluster recruitments, customer service recruitments, manufacturing, machine operators, entertainment/hospitality, engineers, healthcare, environmental services (housekeeping), new energy or alternative energy emerging careers, welding, forestry, insurance, education, and construction and building trades. We have performed 726 recruitments over the past three years, helping over 250 employers, and helping 10,666 of jobseekers.

Predictive Dialing

The ULA introduced the use of a predictive dialer phone center and automatic message calling to the Employment Connection in late January 2010 and have used it extensively throughout this contract period. A simple explanation of the software is that staff members upload lists of jobseekers and their phone numbers and the software dials the numbers automatically. We use two versions: 1) a staff-assisted call center, and 2) automatic delivering of a pre-recorded message. Using the staff-assisted call center the operators are "live" and receive only answered calls. The software sorts through calls to answering machines, busy signals, bad numbers, and no answers. The efficiency of the program allows us to effectively use staff time and reach large numbers of people. The staff-assisted call center has proven quite effective for follow-along and follow-up services and allows us to dedicate targeted calling hours conducted during the evening (staff schedule is adjusted to ensure we reach a maximum number of jobseekers). It gives us the ability to design a staff script to obtain specific knowledge about a jobseeker's experience via a customer satisfaction survey as well as employment status and provides us the ability to efficiently manage and 'clean' our candidate and employer information regularly (and update OWCMS consistently). We create surveys and call jobseekers in the PCR talent bank. We have the option of including single line answers, dropdown answers from a menu or multiple choice. The automatic dialing and sending of a pre-recorded message notifies mass numbers of candidates about specific positions and recruitment events. The recorded information directs the jobseeker on how to follow-up or reminds them of positions or upcoming events. The message is direct marketing to jobseekers that we use for large scale recruitments and announcements.

We believe this innovation has dramatically impacted program performance and has become a central tool in how we conduct business. In the time we have introduced the technology, we have made 586,439 calls for 726 recruiting events. We have made 141,828 calls to jobseekers to follow-up or follow-along with their status. These numbers would be impossible without the strategic application of new technologies to improve workforce services.

Placement, Wages and Retention (PRW)

We have designed a system to ensure that jobseekers are identified and placed with employers in real-time. The integrated process between One-Stop and Employer Services has the goal of employment as its priority goal. PCR is the case management tracking system that allows us to know where a jobseeker is in the process at any time. First, all jobseekers are registered through an electronic portal (discussed at length in the ULA One-Stop Services proposal and mentioned again in the previous sections of this proposal) so we know who our jobseekers are and how to contact them, through various means. The electronic registration form for the One-Stop identifies the jobseeker's information, needs, and experience. A functional résumé with all the necessary intake documentation is attached to the file. Upon placement in the system the jobseeker, position and employer profiles are simultaneously updated and integrated. The placement information is utilized to update OWCMS enrollment, exit and post quarter placement information. Once the jobseeker is placed the Recruiter/BSC inquires with the employer about the new employee, their experience with EC, and inquires about additional employment opportunities. We take an outcomes-based approach to our performance management and we know at any time throughout the program year where we stand in relation to the State of Ohio Common Measures, leading us to Exceed 26 out of 27 measures and Meet one measure during the past three years, that cover all three categories of placement, retention and wage. Quantitatively, we are projecting over 4,000 placements for PY 12 system-wide. At the time of this RFP we have found over 3,600 confirmed placements with a full quarter yet to work. The three year total of the contract will be over 10,000 placements.

Working with the One-Stop Centers and Service Providers of WIA Out-of-School Youth

The integration between the One-Stops and Employer Services is complete and functioning well. As discussed previously we see the relationship between the One-Stop centers, WIA out-of-school youth providers, and Employer Services as vital to a fully functioning system and PCR is the primary tool for this integration. We will be developing on-the-job training and customized training opportunities (see OJT sections) for the jobseekers engaged in One-Stop or out-of-school youth programs. The One-Stops populate the talent bank with qualified jobseekers ready for work. Employer Services will communicate with One-Stop and out-of-school youth providers concerning feedback on jobseekers from the talent bank.

The BSC and Recruiter Teams are structured in such a way that we can dedicate recruiting resources to any special project that needs to be addressed. We register out-of-school youth populations in the talent bank and we provide more real-time job opportunities for all populations of jobseekers. We track which jobseekers have been referred by youth providers and provide outcome reports to the organization if asked. We target youth specifically for some employers (Hugo Boss, Dunkin' Donuts, MetroParks, Home Depot) who put a premium on hiring young people, resulting in recruitments and target job development events based on the training they have received from the youth provider. We have performed in-service training to the youth providers including résumés, interviewing techniques, registering on our website, online applications. We attend job fairs for youth and youth providers receive job leads from employer services for job matching. We have also assisted youth providers with marketing their program to the employers.

Project plan for implementing program activities

As this proposal is a request for a continuation of the demand-facing services that the ULA has refined over the past three years it is important to note that the project plan has already been fully implemented and is working very well. Now, we are seeing the outcomes we predicted that have made Employment Connection a sought after advisor to other workforce boards. We began in July of 2010 with aggressive lead generation, outreach and placement as evidenced by the dramatic increase in employer involvement and placement outcomes. We will continue to refine and work the plan, honing our use of technology and tailoring our services to employers. Based on the zone teams we will determine market need, target employers, and develop strategies and outreach efforts to create more employer involvement. All staff has been trained in the system, our philosophy, and has extensive knowledge of the databases the technology we employ. PCR is fully integrated, has been designed to our specifications, and connects One-Stop services and Employer Services together, as well as the One-Stop partner agencies.

Rapid Response

Employer Services have been integrated in the regional rapid response team. Two Rapid Response Recruiters take the lead on outreach to affected employers and present at initial meetings to employers along with partners. They schedule worker meetings, staff transitional centers, deliver on-site workshops, perform peer-to-peer network training, facilitate labor management committees, job fairs and job matching. All Rapid Response activity is input into OhioRED, the State of Ohio database that houses all such activity. Staff participates in bi-weekly Rapid Response team conference calls to discuss all current and pending Rapid Response activities. Electronic registration through the EC website using PCR provides easier access for dislocated workers to our services. We believe Rapid Response staff can collect information about the affected workforce, their skills, abilities, aptitudes, work histories and desired job, through the work of transition committees, surveys, peers, and worker information meetings. They can create skill profiles and these profiles can be uploaded into PCR to become part of the

talent bank. Our approach and hard work have been selected as a best practice across the state. We link Rapid Response with Employer Services through the inclusion of hiring employers in the Rapid Response process. Ideally, we find a hiring employer looking for the skills and abilities of the affected workforce and either have a job fair before the workers layoff date or, in the best case, have the employer at the worker transition meeting.

Probability of Achievement of Desired Outcomes (including interim measures)

We are confident in the systematic and thorough approach we have designed to produce the desired outcomes as outlined in the Program Objectives section of this proposal, namely that the Employer Services team, working together with the One-Stops and access points will produce 4,000 placements in each year of the proposed contract, 12,000 for the three year term. Employment Connection will benefit from a broad and consistent outreach plan and an aggressive team of Recruiters and BSCs, fully integrated with One-Stop services, whose sole purpose will be to match qualified jobseekers with open positions. We base our confidence on the activity we have been able to produce over the past three years, which has led to these outcomes.

Education and Training Resources

Current BSCs are well-versed in all the business incentives available to regional employers, such as Returning Heroes Tax Credit, Wounded Warrior Tax Credit, H1B, Work Opportunity Tax Credit, Learn to Earn, Job Tryout Programs through BVR, SAW and AARP. They educate and inform employers about tax credits and hiring incentives as they are created through their networking and outreach activities. By far the most used of the hiring incentives available to employers is the On-the-Job Training (OJT) contract, which develops structured, employer-based training for newly recruited workers who need to learn the skills necessary to enter their new position or in order to be promoted into a better paying job. Employers, once they have selected a candidate, want the maximum amount of flexibility and timeliness in the process. Working in tandem Employer Services and One-Stop Employment Specialists will help identify and make eligible jobseekers for on-the-job training contracts. Employment Specialists assist Employer Services by orienting and intaking jobseekers one-on-one, sometimes at the company sites in a timely and efficient manner and determine if they are eligible for WIA services under adult or dislocated categories. We have initiated a one-to-one match with the employers, meaning that for every one of their referrals to us they must take a qualified and ready-to-work referral from the EC talent bank. BSCs present all of the forms, requirements, and the checklist to the employer for completion. The employer submits all of the paperwork to the BSC and Management for review, as eligibility of financial hiring incentives must be approved by the EC review team prior to moving forward. Employer Services often assists with the development of the training plan as the Recruiters begin sourcing candidates for the position(s). The ULA and the senior management of EC have partnered closely in the development of this policy through practical application and modification based on market conditions. Also, the process and policies

were modified based on the needs of the One-Stop and the jobseeker's eligibility requirements. We closely follow-along and monitor success of training outcomes as we want to invest in employers with realistic hiring needs and jobseekers with the skills to stay on the job. Customized training contracts are very much like an OJT except the scale of hiring may be larger with a maximum of \$50,000 per year per company.

Monitoring the Success of Services Provided to Employers

The Employer Services team will be managed in an environment of continuous improvement, using a matrix of goals that will be monitored closely throughout the year. All employers from whom we take a job order will be sent a survey within one week after hire to assess the quality of the recruitment, to determine the speed of the fill, to determine the professionalism and follow-through of the BSC/Recruiter teams. If OJT or customized training grants have been awarded we will want to know how well the contract was executed, did the contract meet the expectations of the employer, and did the contract end with a qualified jobseeker in employment. Throughout the process Recruiters will have constant contact and will be able to generate instant feedback from employers concerning whether we are hitting the target as to the skills, abilities, aptitudes and work histories of the jobseeker for whom they are searching. They will be able to change course, if necessary, modify their search, or ask for greater clarification from the employer once the recruiting process begins. Often as we present candidates the employer sharpens their focus, gives us better detail, or hones in on the essential skills required for the job.

Performance numbers are collected weekly and are collated in monthly reports and presented to the senior management of Employment Connection. The information includes: 1) number of job orders, 2) number of partial compared to full disclosure, 3) fill rate of job orders, 4) number of jobseeker referrals made, 5) number of candidates screened, 6) number of automatic calls made, 7) number of recruitments, 8) number of prospects generated by Lead Generation team, 9) number of employers contacted via phone calls, 10) number of face-to-face meetings with employers, and 11) the number of placements. The above categories all have interim performance goals. Progress towards the interim goals and to the overall team goals are and will be closely monitored.

The Employer Services team is culturally diverse, speaking an array of languages, and flexible with their schedules to meet employer demand. We are demand-facing, deliver good job opportunities for jobseekers participating at the One-Stops, have become a leading labor market expert in the region, have dramatically increased the impact and scope of Employment Connection, and look forward to the opportunity to build on our success.

Confidentiality

PROVIDER must comply with all federal and state laws applicable to the County and/or consumers of County funded services concerning the confidentiality of the County's consumers. By accepting this Contract, PROVIDER is on constructive notice that Ohio law prohibits anyone from soliciting, disclosing, receiving, using, or knowingly permitting, or participating in the use of any information regarding a public assistance recipient for any purpose not directly connected with the administration of a public assistance program [R.C. 5101.27(A)].

EXHIBIT II

PAYMENT SCHEDULE & BUDGET SUMMARY

A. Financial Management Standards:

The PROVIDER shall comply with fiscal management guidelines for allowable costs as established for all expenditures made under this Contract for which reimbursement is requested. The PROVIDER assures that the financial management systems used for such expenditures will provide the necessary internal controls, accounting records and reporting systems to meet the prescribed standards. At a minimum this would include the following:

1. Internal controls which provide for separation of duties such that no one individual has control over all aspects of any transaction.
2. Payroll accounting records that reflect hours worked, gross wages, payroll deductions, and net wages, must be maintained for each person performing services under this Contract.
3. All wages and/or payments must be made by check.
4. All payroll taxes must be accounted for and paid in a timely manner to the appropriate government agency.
5. Responsibility for authorizing expenditures and making payments must be separated.
6. All expenditures must be supported by proper documentation. Supporting documents must be verified for completeness and accuracy before any payment shall be made to the PROVIDER.
7. All invoices will be compared with the Contract or other authorizing documents for propriety and validity before payment.
8. The PROVIDER's accounting procedures and internal financial controls shall conform to Generally Accepted Accounting Principles (GAAP).
9. Only those costs incurred or payments earned during this Contract period may be charged to this Contract (i.e., there must be a proper matching of revenues and expenses).

10. Obligations may not be incurred without specific written authorization from the City of Cleveland/Cuyahoga County Department of Workforce Development, nor may they be incurred before such authorization. Any obligation greater than the Contract Budget in Attachment A to this Exhibit is the sole responsibility of the PROVIDER.
11. The PROVIDER shall submit for written approval, to the City of Cleveland/Cuyahoga County Department of Workforce Development, a modification request when the cumulative transfer of funds among expenditure accounts or cost categories is expected to exceed twenty percent (20%) of the total planned budget (Attachment A to this Exhibit).

B. Bonding:

The PROVIDER agrees to maintain a Certificate of Bond, and/or insurance that has the same legal effect, covering each officer, agent or employee of the PROVIDER who is responsible for or has authorization to handle checks, issue financial statements, deposit funds, or handle any other funds. The bond shall be in an amount based on the maximum loss that might be sustained, but not less than the total Contract amounts.

C. Invoicing Instructions/Reporting Requirements:

1. The PROVIDER shall submit invoices to the City of Cleveland/Cuyahoga County Department of Workforce Development for payment hereunder as provided in accord with Attachment A to Exhibit IV.
2. The PROVIDER will record all costs incurred in the discharge of this Contract, as accrued, and report these costs no later than the close of business on the tenth (10th) calendar day of the following month, all in the manner specified by the City of Cleveland/Cuyahoga County Department of Workforce Development and in conformance with applicable Federal and/or State requirements. This paragraph may be modified or amended by the City of Cleveland/Cuyahoga County Department of Workforce Development pursuant to the requirements imposed by the Ohio Department of Job and Family Services (ODJFS).
3. The Provider agrees to produce a final evaluation report no more than sixty (60) days upon termination of the contract which describes the over effectiveness of the project with recommendations for future replication.

4. Payment shall be made by the City of Cleveland/Cuyahoga County Department of Workforce Development upon receipt of a completed and signed invoice containing appropriate documentation. Appropriate documentation shall consist of, but is not limited to:
 - a) Cost reimbursement invoice summarizing all program costs incurred by the PROVIDER in accord with Attachment A to Exhibit IV.
 - b) The PROVIDER shall maintain original documentation such as time sheets, payroll journals, tax records, travel vouchers, vendor invoices, lease agreements canceled checks, etc., in a manner that will facilitate an onsite audit of program costs.
5. In the event when fiscal and activity management reports are not submitted by the PROVIDER on a timely basis, the following three-phase "probation" status will be initiated:
 - a) Invoices and/or participant reports that are more than **thirty (30)** calendar days late will place the PROVIDER on **probation** for future adverse action after written notification by the City of Cleveland/Cuyahoga County Department of Workforce Development; and
 - b) Invoices and/or participant reports that are more than **sixty (60)** calendar days late will place a **hold** on further new enrollments with the PROVIDER after written notification by the City of Cleveland/Cuyahoga County Department of Workforce Development; and
 - c) Invoices and/or participant reports that are more than **ninety (90)** calendar days late will place a **hold** on future invoice reimbursements to the PROVIDER after written notification by the City of Cleveland/Cuyahoga County Department of Workforce Development.
6. The final request for payment reimbursement by the PROVIDER must be received by the City of Cleveland/Cuyahoga County Department of Workforce Development within 30 calendar days following the end of this Contract. Any request for payment received after this date may not be able to be honored for reimbursement.

BUDGET SUMMARY

EMPLOYER SERVICES

July 1, 2013 – June 30, 2014

1. STAFF COSTS

A. Salaries	\$767,700.00
B. Payroll Related Expenses	\$472,188.00
C. Consultation Fees	\$0

<u>TOTAL STAFF COSTS</u>	<u>\$1,239,888.00</u>
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2. OPERATIONAL COSTS

A. Travel	\$11,800.00
B. Consumable Supplies	\$7,500.00
C. Occupancy	\$960.00
D. Insurance	\$0
E. Indirect Costs	\$0
F. Other-Miscellaneous (Software, accounting, insurance, etc.)	\$75,852.00

<u>TOTAL OPERATIONAL COSTS</u>	<u>\$96,112.00</u>
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3. EQUIPMENT COSTS

A. Equipment Subject to Depreciation	\$0
B. Small Equipment Purchase	\$3,500.00
C. Leased and Rental Equipment	\$0

<u>TOTAL EQUIPMENT COSTS</u>	<u>\$3,500.00</u>
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4. OTHER COSTS

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>\$1,339,500.00</u>
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EXHIBIT III

EQUAL OPPORTUNITY IS THE LAW

The PROVIDER agrees to provide each program participant with the information in this Exhibit, and to keep on file an affidavit signed by each participant which states that the participant has been advised of his/her rights and responsibilities under the Equal Opportunity laws, and that he/she understands the complaint process outlined below and the methods outlined below which can be used to file a complaint.

It is against the law for the City of Cleveland/Cuyahoga County Department of Workforce Development, as a recipient of Federal financial assistance, to discriminate on the following bases:

- Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and
- Against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), on the basis of the "beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I - financially assisted program or activity.

The City of Cleveland/Cuyahoga County Department of Workforce Development must not discriminate in any of the following areas:

- Deciding who will be admitted, or have access, to any WIA Title I - financially assisted program or activity;
- Providing opportunities in, or treating any person with regard to, such a program or activity; or
- Making employment decisions in the administration of, or in connection with, such a program or activity.

What to Do If a Participant Believes They Have Experienced Discrimination

If a participant thinks they have been subjected to discrimination under a WIA Title I - financially assisted program or activity, they may file a complaint within 180 days from the date of the alleged violation with either: City of Cleveland/Cuyahoga County Department of Workforce Development's Equal Opportunity Officer, 1020 Bolivar Road, Cleveland, Ohio, 44115; or, The Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue, N.W., Room N-4123, Washington, DC, 20210.

If the complaint is filed with the City of Cleveland/Cuyahoga County Department of Workforce Development, complainant must wait either until the County issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center (CRC). If the City of Cleveland/Cuyahoga County Department of Workforce Development does not give the complainant a written Notice of Final Action within 90 days of the day the complaint was filed, the complainant does not have to wait for the County to issue that Notice before filing a complaint with the CRC. The complainant must, however, file the CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which the complaint was filed with the County).

If the City of Cleveland/Cuyahoga County Department of Workforce Development does give a written Notice of Final Action on the complaint, but complainant is dissatisfied with the decision or the resolution, complainant may file a complaint with the CRC, but must file within 30 days of the date the Notice of Final Action was received.

EXHIBIT IV

FISCAL REPORTING

1. To receive payment, the PROVIDER agrees to submit a monthly invoice in accord with Attachment A to this Exhibit, which details expenditures made by the PROVIDER in accordance with providing the services covered by this Contract. The monthly invoice should also include a monthly Activity Report, as detailed in Exhibit V of this Contract.
2. All requests for payment should be submitted, along with necessary documentation to the attention of:

Chief Financial Officer
City of Cleveland/Cuyahoga County
Department of Workforce Development
1020 Bolivar Road.
Cleveland, OH 44115

ATTACHMENT A TO EXHIBIT IV

COST REIMBURSEMENT INVOICE
MONTHLY INVOICE

INVOICE PERIOD: _____

CONTRACTOR NAME: _____

CONTRACTOR ADDRESS _____

EXPENDITURE ACCOUNTS	CONTRACT BUDGET AMOUNT	YEAR-TO-DATE EXPENSES	CURRENT MONTH EXPENSES
SALARIES			
FRINGE BENEFITS			
CONSULTATION FEES			
TRAVEL			
SUPPLIES			
OCCUPANCY RELATED (RENT, UTILITIES)			
INSURANCE			
INDIRECT COSTS			
OTHER			
EQUIPMENT			
PROFIT			
TOTAL	\$	\$	\$

I certify that to the best of my knowledge and belief, this report is accurate, that the costs incurred are taken from the books of account, and that such costs are valid and consistent within the terms of the contract.

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

EXHIBIT V

ACTIVITY REPORTING

The PROVIDER agrees to provide a monthly Activity Report that documents activities and progress of the Services offered under this Contract.

The Report should include, at a minimum, the following data both monthly and cumulative:

- Number of employers contacted by lead generators
- Number of visits with employers by Business Service Consultants (BSCs)
- Number of job orders identified;
- Number of job seeker referrals;
- Number of employer recruitments;

- Customized training data including:
 1. Number of employers assisted;
 2. Number of employees benefiting from customized training;
 3. Number of employees successfully completing customized training;

- On-the-Job (OJT) training data including:
 1. Number of employers assisted;
 2. Number of employees benefiting from the OJT hire;
 3. Number of employees successfully completing the OJT duration;

- Lay-off aversion assistance
 1. Number of Rapid Response events conducted
 2. Number of job seekers served at Rapid Response events
 3. Number of transition centers

- Workforce Agreements
 1. Number of new jobs created
 2. Number of retained jobs
 3. Number of EC members referred for job openings
 4. Number of EC members hired

- The number of new job placements obtained and a listing of those job seekers hired (as reported in the mandated Ohio's data collection system);
- Number and listing of employers who have hired job seekers;
- Average wage of placements

The COUNTY may require more information, and/or may require any information be submitted

in a format which will be provided to PROVIDER. The Activity Report, along with a monthly invoice and any other documentation, should be submitted by the tenth (10th) calendar day of the month following the report month to the attention of:

Chief Financial Officer
City of Cleveland/Cuyahoga County
Department of Workforce Development
1020 Bolivar Road
Cleveland, OH 44115