

# **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 the 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 **\$2,379,500.00** 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 (10<sup>th</sup>) 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 (10<sup>th</sup>) 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 herein 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 of 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 Subcontract(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.

# EXHIBIT I

## STATEMENT OF WORK

The PROVIDER agrees to enter into a Contract with the City of Cleveland/Cuyahoga County Department of Workforce Development for the period July 1, 2013 through June 30, 2014. Under the terms of this Contract, the PROVIDER shall provide employment services to adults and dislocated workers.

1. The PROVIDER agrees to provide self-directed, core, and intensive services under the Workforce Investment Act (WIA) through their staff co-located at the Brookpark One-Stop located at 11699 Brookpark Road and Bolivar One-Stop located at 1020 Bolivar Road, as well as any access point the COUNTY identifies. The COUNTY reserves the right to change locations where the PROVIDER provides services.
2. The PROVIDER agrees to conduct WIA eligibility determination, tracking and reporting of all WIA required activities.
3. The PROVIDER agrees to staff on-site transition centers for those individuals being laid-off at companies experiencing significant lay-offs. Services to be provided include job search and job placement assistance.
4. The PROVIDER agrees to assist with Follow-up Services for a minimum of 12 months following the first day of employment for all WIA participants who are placed in unsubsidized employment as long as the PROVIDER is under a contract to provide services; therefore, in the event that the contractual relationship between the County and the PROVIDER ends, the PROVIDER is responsible for follow up services only up until the last day of the contract.
5. The PROVIDER agrees to use the system(s) designated by the COUNTY for data and job matching even if PROVIDER has another system in place. All open employer job orders will be posted on the system and this system shall be used for job matching.
6. 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

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

UNITED LABOR AGENCY, INC.

BY: 

David Megenthardt, Executive Director

COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive

BY: 

Edward FitzGerald, County Executive  
2013-07-29 17:20:16

CITY OF CLEVELAND/CUYAHOGA COUNTY  
DEPARTMENT OF WORKFORCE DEVELOPMENT

BY: 

David Reines, Executive Director

# EXHIBIT I

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92% for Dislocated Workers
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\$34,000 for Dislocated Workers

7. 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.
8. The PROVIDER agrees to provide staffing at the comprehensive one-stop centers identified above, consistent with the staffing level budgeted. Any change to assigned staff and staffing levels must be pre-approved by the COUNTY.
9. The PROVIDER agrees to conduct customer satisfaction surveys of its Jobseeker 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 jobseeker populations, randomly chosen. The survey results will be used to ensure continuous quality improvement of services.
10. 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**

### **Section 1: Program Design Narrative**

#### **Introduction**

The United Labor Agency (ULA) is a 501(c)3 non-profit and United Way partner agency located in the City of Cleveland. The ULA is currently the One-Stop Operator and Employer Services contractor for Employment Connection, State of Ohio, Cleveland-Cuyahoga Workforce Area 3. The ULA has held both contracts since July 1, 2010. The ULA seeks to continue in the role as One-Stop operator to build on the momentum created in the last three years as the lead agency in providing job seeking services for dislocated, adult and older youth workers. The ULA will continue to follow the directives and guidance of the Cleveland-Cuyahoga Workforce Investment Board in the further development of the local workforce development system, remaining flexible and open to changes in program design as market conditions change. The ULA will closely monitor program performance and all activities of the One-Stop system and coordinate services with partner agencies to address the needs of the populations with whom they work. The ULA will provide leadership and consultation with the partner agencies and create effective linkages to better serve all strata of jobseekers. The ULA will be responsible for collecting WIA, TANF and other grant-funded eligibility documentation when appropriate and provide Employment Connection with current and consistent interim performance reports. An April 2013 research report released by Policy Matters Ohio has found that ULA has doubled the agency's placement rate, placed more than five times as many exiters in jobs, increased the use of employer-driven on-the-job training and increased exiters' average earnings and improved return on investment.

The ULA will continue to reach out and collaborate with community organizations, social service agencies, business and industry, local colleges, universities, and vocational schools to provide a coherent sequence of services to jobseekers and to better understand the dynamic changes occurring in the economy and job market. The ULA has wanted Employment Connection to become an integral part of a community-wide initiative of growth and economic development by better understanding and preparing our workforce and this proposal will attempt to explain how we can achieve this goal together.

The ULA proposes to continue managing and staffing the Bolivar and Brookpark One-Stops as well as the Southgate access point. All staff have been trained and currently use the Ohio Workforce Case Management System (OWCMS), formerly known as SCOTI, as well as Ohio Means Jobs (OMJ), and our in-house job matching and case management system built on the PC Recruiter (PCR) software platform. Each day One-Stop staff members connect jobseekers to real, open positions and work in tandem with Employer Services to provide a flexible, aggressive and adaptive plan for all levels of jobseekers. One-Stop staff provide a high level of proactive customer service and stay connected with jobseekers through their journey toward employment, using a systematic follow-along process that keeps us updated as to their progress and keeps the jobseeker motivated toward successfully obtaining their goals. Our Employment Specialists (ES) are trained and experienced advocates for jobseekers. The ULA has pioneered the creative application of technology to allow us to operate a more streamlined workforce system in an era of tight budgets and shrinking resources. We have developed a screened and qualified talent pool of approximately 25,000 jobseekers within the last three years using aggressive outreach techniques. We are consistently trying to improve a dynamic and effective program model.

### **Outreach and Recruitment**

During the past three years, the ULA has developed and implemented aggressive outreach strategies and techniques to expand the footprint of Employment Connection, serving more jobseekers and providing employers with an invaluable talent bank to find qualified and skilled employees. We actively search for jobseekers and provide easy-to-access platforms that remove barriers to service. Specifically, by far the most dramatic improvement we made was the implementation of electronic registration and document management.

### **Electronic Registration**

All jobseekers have access to our services via online registration through the Employment Connection website. The website portal asks and collects all required core enrollment (WIA/OWCMS) information, including eligibility, creates a jobseeker profile, and records all information directly into the PCR database, which functions as both a case management and job matching program. Electronic registration is possible because core enrollment eligibility is “self-attested” so a jobseeker can provide an electronic signature and effectively self-attest to the information. No other documentation is needed at this level of service. We worked very closely with State of Ohio Workforce Development staff to implement this improvement to make certain we followed eligibility guidelines. Electronic registration allows the jobseeker to self-identify one's barriers and needs, provides easier tracking of customer demographics for program planning, and houses all of their activity and documents from start to finish, thus creating an accessible case file containing all of their activity. Also, electronic registration requires the jobseeker to upload a current resume to their profile in order to apply for an employer's open positions. Individuals who are unable to create a resume or want to update their resume are directed to attend One-Stop services (described in the proceeding sections).

Electronic registration has helped us reach different populations that were inaccessible before its implementation, such as: dislocated workers who we have reached through a Rapid Response event (pre and post lay-off) who don't necessarily want to attend services at a One-Stop, jobseekers living outside of the county but willing to commute to a Cuyahoga County employer, or jobseekers looking to relocate from other parts of the country. Electronic registration allows our partners and other community agencies to register their customers for core job placement assistance, providing efficient network capabilities with minimal staff intervention. A jobseeker can create their own profile and has the flexibility of 24 hour access to live job openings, designing their own self-directed job search. The jobs are easily searchable, based on using a key word search. Electronic registration has been the tool that has allowed us to expand the talent bank to over 25,000 jobseekers and has been extremely effective in providing the connection between Employment Connection, our partner agencies and the community. Currently, we have averaged about 30-40 new jobseekers per day registering with us via the web, over and above our established in-person orientation sessions, which means we are reaching 150-200 more jobseekers a week than we would have if we would not have implemented electronic registration.

### **Other Outreach Efforts**

The ULA aggressively pursues all avenues of outreach and recruitment because our aim is to create the largest, most diverse, and talent-rich database of jobseekers in the county to provide an invaluable resource for our regional employers and economic development initiatives. Some of

the activities that we participated in during the past three years are indicative of what we plan to pursue in the coming years, to make sure the talent bank is ever-growing and refined. We:

1. Developed a list of 10,000 jobseekers from the OWCMS Labor Exchange database (made up of all persons receiving Unemployment Compensation) and used predictive dialing technology to send a pre-recorded message outlining the services available to them and urging them to register with Employment Connection. Now, we call every new UC claimant monthly to introduce ourselves with a pre-recorded call.
2. Called jobseekers for specific job openings, using predictive dialer (586,469 calls).
3. Held industry specific job fairs including information technologies and engineering, which in turn brought jobseekers with specific skills into the One-Stop.
4. Participated in community resource fairs and networking events. i.e. CSU, Polaris, Case Western Reserve University, Cleveland Housing Network, University Circle, Inc., Cleveland City Council neighborhood fairs. We have made strong community linkages and will continue to work with them, using a message of providing access to open, vetted positions.
5. Held 726 Recruiting events with 10,666 jobseekers attending
6. Participated in the Ohio Department of Jobs and Family Services UCRS sessions to help jobseekers unlikely to return to their previous industries.
7. Benefited from word-of-mouth of jobseekers who have been helped by our services and have passed on our information to family and friends.
8. Have been profiled in the Plain Dealer, National Public Radio, and on WKYC a number of times for the services we provide, as well as a Joyce Foundation funded report by Policy Matters Ohio, which builds credibility in the community.
9. Have pursued a social media strategy through LinkedIn, Facebook, and Twitter and will continue to expand our presence and will pursue strategies on this ever-growing influence in our society.
10. Have reached out to existing/transitioning military personnel and veterans through military bases, veterans' organizations, state veteran advocates, and the committee CO-VETT (a county-wide inter-agency committee organized to coordinate services).
11. Have reached out to low income populations for certain opportunities (i.e. Fannie Lewis contractor requirements).
12. Have been reaching out to local universities and colleges to recruit their graduates and have been posting our open positions on their job boards.
13. Are planning to establish an internship opportunities database between employers and college students through the EC website and PCR.
14. Communicated with youth by speaking at local high schools and linked with the youth providers in the area. All youth related job orders are shared with the youth providers to find candidates to fill those job openings. Mock interviewing is also done with the youth to prepare them better for real world interviewing once they are ready to go to work.

### **Rapid Response**

ULA has been a Rapid Response provider of service since the beginning of the WARN Act, so through our staff we have years of institutional knowledge on how best to work with a company and its workers experiencing transition. Currently, we work with the Rapid Response regional team headed by ODJFS staff to quickly and efficiently provide service to dislocated workers. Typically, a company announces their intent to layoff through WARN notification to the State of Ohio, if the layoff is going to be larger than 50 employees, but not every employer is mandated

to follow the WARN Act (i.e. all public entities are exempt), so notification can come from other sources such as word-of-mouth, an article in the newspaper, through a union, from laid off employees, or ODJFS referrals outside of the WARN Act.

Once notification has been received, initial contact with the employer is made to determine their needs either in-person or through a conference call. We obtain the company's lay off schedule, we analyze the background and skills of the affected workers, we discuss lay-off aversion tools (such as incumbent worker training dollars, if applicable), and we identify reemployment prospects for the displaced workers. We encourage the company to host a worker transition meeting on their site, on-the-clock, to guarantee the highest percentage of participation possible. During worker transition meetings, partner staff come and present to affected workers, discussing unemployment compensation rules and regulations, One-Stop services, Trade Adjustment Assistance (if the company is trade eligible because the layoff is a direct result of foreign trade), and any special needs the worker population may have. Oftentimes one meeting may not be enough to convince the workforce that they may need our help in obtaining new employment. They may be in shock or denial or hold unrealistic views of their reemployment or career prospects. If we have enough time between initial contact and the separation date we will discuss the possibility of establishing a transition center. The WARN Act mandates a 60 day advance notification but non-WARN closures or layoffs can have a significantly shorter timeframe.

A transition center is central to early engagement and provides us with many more opportunities to engage the affected workers. A transition center is on-site at the employer and houses remote EC staff, who can bring One-Stop services with them, including resume writing, job search and mock interviewing. We can further assess their job skills prior to their lay-off date to properly match them with opportunities or identify any need for a skills upgrade and retraining. Some employers allow us to teach workshops on-the-clock, but staff members are ready to teach during any shift and we remain flexible and available at the company's request. A transition center can also ensure that we have any worker interested in our services be registered electronically before their separation date, so that we can immediately begin matching them to our job opportunities developed by the Employer Services team. Transition centers can be a vehicle for the creation of a job fair where we bring in similar employers with open jobs matching the displaced workers' skills. Recent examples of job fairs include BF Goodrich, The Plain Dealer, and Student Loan Processing, where we had an employer at the worker transition meeting so the Rapid Response closure event was transformed into an active recruitment. The ULA also utilizes two best practices refined and implemented when we provided Rapid Response services for five years (2007-2012) throughout the State of Ohio. We worked with all 20 workforce areas during the latest recession and obtained significant experience during this program. We used peer-to-peer training and transition committees extensively and found that these strategies helped bring dislocated workers into the One-Stop system.

Peer-to-peer training is the process in which we find internal champions in the affected workforce and train them in the basics of One-Stop services and the stages of the dislocation experience. The idea is that workers in need will confide in their friends who they have worked with over decades (a peer), who can direct them to the services they need or initiate an intervention. Peer training also includes basic counseling techniques, such as active listening

and spotting signs of trouble. A peer is an extension of the One-Stop and can be helpful in rallying support for initiatives or on-site training and can help get the workforce preparing for the task of job seeking and reemployment. Transition committees (defined as Labor-Management Committees in the Workforce Investment Act) create a structure for internal organizing of the affected workforce. The committees are made up of management and workers with the mission of providing direction for the One-Stop on what services the company may need. Committees design outreach materials, host events, and are the eyes and ears of the facility. They help create job fairs and promote transition centers. The committee provides information and assurance to the dislocated worker. A committee can empower and bring together a workforce suffering through a stressful and bewildering time. A committee can help bring closure for the workforce more quickly and prepare workers for the next chapter in their lives.

### **Self-Directed Core Services**

Some jobseekers need minimal intervention when seeking employment. They have the skills, abilities, aptitudes, work history and an understanding of how to conduct an effective job search, so open access, self-directed core services are available to them. Resource centers are the hub of most self-directed core services. Resource centers provide all the information, tools, computer access, and staff support needed for someone seeking employment on their own. Currently a jobseeker only has to complete a brief orientation and register in OWCMS mini-registration to use the resource center where resume assistance, cover letter assistance, access to a computer lab with printers, high-speed Internet access, help with computer navigation and online applications, Labor Market Information (LMI), telephones, copier and fax are all available (a postage meter or postage stamps are kept in our offices) as well as postings of job fairs, onsite recruitments, access to recruiters with open positions, job openings, and various community resources. There are no eligibility guidelines or criteria for these services and resource centers are open to all who enter, although staff members explain to jobseekers the benefits to registering. Jobseekers are also encouraged to register with OhioMeansJobs.com (OMJ) and post a resume. Jobseekers who become registered members with Employment Connection use the centers throughout their time in the program, accessing the available tools to help in their job search. Many jobseekers are not proficient using computers or developing resumes on their own, so it is vitally important that the resource centers are staffed at all times with full-time staff or members of Title V programs, which all three locations currently use. The Employer Service team will access jobseekers on the self-directed core level through onsite recruitments, communicating with resource center staff about upcoming recruitments, using PCR to access those who have registered.

As previously discussed in the Electronic Registration section, we believe the most significant innovation we implemented in the past three years is the electronic registration. This electronic portal through the Employment Connection website truly extends the reach of the One-Stop to jobseekers who need minimum intervention, while tracking who they are and providing access to their contact information and a usable resume. So, the Employer Services team can access them when an opportunity occurs with a regional employer. Resumes and profiles are keyword searchable and recruiters can sort through thousands within minutes. Really, website access and electronic registration can be seen as an extension of self-directed core services: a mobile, always accessible resource center with access to live and active job postings or a bridge to registered core services, where staff members perform direct interventions with the jobseeker on

the path to reemployment.

### **Orientation**

The resource center, off-site transition centers, and self-directed core activities expose jobseekers to our services and most often entice them to proceed further along the service matrix, determined to explore all that we can do for them. The next step is orientation and intake. Orientation is offered at each location on a different day throughout the week: Monday at Bolivar, Wednesday at Southgate, and Thursday at Brookpark. Bolivar and Brookpark will offer open entry throughout the day (depending on traffic we could present as many as six or seven times a day), but Southgate will maintain two set start times because the staffing pattern does not allow for multiple presentations in one day. Since we have changed to an open entry format we have found we can process at least twice the number of jobseekers per orientation, an important development given the need to keep pace with demand while utilizing fewer staff members. The orientation presentation is brief and uniform; it introduces the customer to Employer Services, the EC website and online job search database, all partner services available in the building, information on workshops available at each location and the days and times they are offered, OMJ, an On-the-Job Training (OJT) summary as well as informing the customer of local area success and performance data. In the upcoming year we plan on implementing a mounted screens in the orientation and training areas at each location that scroll all available job orders from the EC website to underscore for the jobseeker that we are about job placements first. Staff members direct the customer through the process. They create an email address if the jobseeker does not have one. They help the jobseeker through registration and collect all eligibility and intake documents. The documents are scanned and uploaded to their PCR profile, the central repository for all jobseeker activity and documents while they are engaged with Employment Connection. Self-directed online registration counts as an orientation session since all services are outlined on the EC website and jobseekers are connected immediately with Employer Services once their online registration is complete and their resume is uploaded.

### **Let's Start With a Resume**

Another important change we implemented once we became the One-Stop Operator concerns the jobseeker's resume. We found in the past a jobseeker could engage in services and it could be weeks, if not months, before a workable resume became available to help with a job match. This hampered our ability to help the jobseeker because we could not search their skills, abilities and experience until much later in the process, thus losing time. Philosophically and practically we had to make a decision whether it made sense to expend staff resources teaching jobseekers how to write a resume instead of providing a service and writing it for them. Think of a welder who may be able to weld better than anyone but has no computer skills or typing experience. Should we send them through a matrix of computer classes, typing courses and resume workshops just so they can transcribe their experience onto paper when they may not use these skills for another five or ten years? Or should we write the resume immediately on the day of orientation, refine it during their engagement with Employment Connection, hone it through the career workshop and through their meetings with the Employment Specialist? We implemented the latter to great effect. Every jobseeker, if they come to orientation without a resume, leave that day with a resume in hand to immediately begin their job search with the knowledge it can always be improved. The resume is immediately uploaded into their PCR profile and they become part of the talent bank, available to be referred to open positions the next day. This change has greatly

increased jobseeker participation and expanded the talent bank exponentially. We believe in efficient customer service with real-time access to employers. Job Placement Assistance begins at orientation, through Career Workshop, with ES support and connects the jobseeker to Employer Services.

### **Other Registered Core Services**

As we go through the year we find the need to include other services that address a specific population or need. While the examples given are not to be construed as permanent fixtures of our services we include them to demonstrate our ability to be reactive, flexible and our willingness to experiment with different ideas. The first is the management transition group, which meets weekly at the Brookpark One-Stop. This group focuses on networking for professionals seeking a similar level of position with similar work experience. Since we have taken the reigns of this group we have focused more on skill development of professional job seeking, such as utilizing LinkedIn for job search and how to conduct a Skype interview. The second example is monthly refresher job search clinics for the population at-large with topics including: rejuvenate your resume, dress for success, networking, job search methods, job hunting over the holidays, and phone interviewing. The clinics are designed to keep jobseekers motivated and in-contact with their ES.

### **Intake and Initial Assessment**

To make the best use of a jobseeker's time and travel an initial assessment and the first phase of intake procedures occur after the orientation on the same day. Jobseekers are asked to bring eligibility documentation to the orientation with them, so if they wish to continue they can do so efficiently. The categories of eligibility documentation include the following: proof of citizenship and Ohio residency, date of birth, income or proof of dislocation and proof of Selective Service designation for males born after 1959, public assistance verification (TANF) and dependent status checklist for ages 18-23. Intake documents, which have all been combined in the one electronic registration form include: 1) the New Member Registration form, 2) the Employment Connection Equal Access Checklist, 3) the Employment Verification Form, 4) the WIA Summary of Complaint Rights, and 5) the Employment Connection Commitment to Service.

Electronic registration provides two additional benefits: 1) the jobseeker can access/update their information and revisit service commitments for information at any time and, 2) OWCMS is supported with an electronic case management system instead of paper. ULA maintains a cloud storage account to safely maintain the electronic files. After the orientation session the ES sits down with a jobseeker and conducts a one-on-one initial assessment. During this session, the ES will gauge the immediate needs of the jobseeker, areas of interest, immediate supportive service needs, selective service eligibility, a review of documents, suitability for WIA services, and voluntary disclosures of diagnosed disability, need for accommodation, work restrictions and drug or alcohol use. We currently partner with Equal Access Services and disability navigators and will refer based on identified initial screening and assessment questions on the Work Capacity form (designed by Equal Access Services). This form, a 25 question survey, is designed to better understand what barriers a jobseeker might face during their job search. The questions encompass career assessment skills, job readiness preparation, determination of suitability and employability, and assesses barriers such as: lack of work experience and skills,

transportation needs, childcare, homelessness, disability, ex-offender, GED, ESOL, mature services, veteran status, financial aid options/Cuyahoga county education assistance program. Depending on what answers are given determines the referrals and interventions an ES may make. The work capacity form could lead into the development of an Individual Employment Plan (IEP) (described under Intensive Services) if the ES determines the need for the instrument. Initial assessment is designed to offer consistent and comprehensive information regarding programming and eligibility for services at the Employment Connection. By no means is initial assessment meant to be comprehensive, but rather, it is designed to catch obvious and emergency needs of the jobseeker or to make an appropriate referral to an agency more suited to assist the jobseeker. At the end of these sessions, the ES and the jobseeker will decide the track the jobseeker will take. Some will continue on the self-directed job search path, using the resource center for self-directed core services, some will be referred to agencies more appropriate for their situation such as the Bureau of Vocational Rehabilitation, others will be referred directly to the recruiter staff of the Employer Services team, and yet others will continue on with an ES for intensive services.

### **Enrollment**

When a jobseeker is found eligible as an Adult, Dislocated Worker or Older Youth, as classified under WIA regulations and calculated in OWCMS, found suitable for WIA, and wants to continue their relationship with Employment Connection a core service is entered into OWCMS and enrollment occurs. Typically, the core service is in one of two areas: (Outreach, Orientation, Intake) or Job Placement Assistance. The jobseeker will also be referred to the Career Workshop at this point or after the initial visit with an ES. We believe strongly that every jobseeker can benefit from the Career Workshop curriculum so we mandate participation. We do provide an avenue for the jobseeker to complete the modules independently, or to prove proficiency, so we do not cause a needless barrier to services. Should a jobseeker not be eligible or present a barrier to employment we are unable to address, an ES will refer them out to appropriate partner agencies and community program services, including but not limited to: disabled veterans services, Towards Employment (current provider of intensive ex-offender services), the State of Ohio Bureau of Vocational Rehabilitation, disability navigators, Vocational Guidance Services, Murtis Taylor, New Bridge, or Adult Basic Literacy programs. The jobseeker would still receive referrals and follow-along services until the time that they do become WIA eligible for intensive service and job placement. All referrals will be case-noted and documented in their electronic record and OWCMS. Core job placement assistance service can continue while the jobseeker addresses their barriers.

### **Career Workshop**

Within the past year ULA Workshop Instructors, with input from the ES team and Employer Services Department, have rewritten and updated the Career Workshop curriculum to better reflect today's job search climate. The purpose of this class is to engage the jobseeker in their job search, assist them with identifying their skills, and teach them how to better communicate their experience, education and career goals. Jobseekers learn about their transferrable skills and how to identify industries and careers that need their skills. The three day class covers all aspects of job search and ends with a mock interview with their assigned ES to provide baseline information about the jobseekers' ability to discuss their strengths and weaknesses. Each jobseeker receives a report card based on attendance, appearance, participation, and



professionalism. The workshop process also inquires about the jobseekers' interests (work/school), employability (skills/experience), and self-marketing skills. By making the workshop mandatory we are teaching large numbers of jobseekers every week (70-85), which has a significant impact on jobseeker engagement and provides an excellent building block for a successful job search.

For special populations we have two electives that are covered in an additional workshop day (an optional fourth day): 1) Ex-Offender Elective. Jobseekers who are ex-offenders learn how to tailor their resumes and approach the subject in interviews. A resume assessment is completed and direct job referrals are made. Because it is integrated into the Career Workshop, we better integrate with our EC staff, lower costs, and ex-offenders have greater access to more job openings and more employers that are willing to hire ex-offenders. We focus on the individual and their particular situation/barrier, have a smaller class size and shorter more focused class time. Since July 1, 2010, 511 ex-offenders have been placed into employment. 2) MCAS (Military Career Advancement Skills). Within this contract period ULA and partner staff created a stand-alone workshop for veterans that mirrored the Career Workshop, but was tailored to a veteran's job seeking experience, specifically to translate their military experience into civilian language. We are now pursuing a strategy to make MCAS an elective fourth day of the Career Workshop instead of a stand-alone workshop to reduce redundancy in the curricula and to use staff time more efficiently. Since beginning in October of 2011 MCAS has trained 144 veterans.

### **Intensive Services**

OWCMS intensive service enrollment occurs in one of two areas, Individual Employment Plan (IEP) or Case Management, when core services are determined to not fully support the jobseekers employment need and additional barriers are identified and need to be addressed, or other activities must occur in order to achieve employment. Both IEP and Case Management are based on a process of objective assessment, which has begun with the Work Capacity discussion. Below describes possible intensive services in detail.

### **Objective Assessment**

At their initial appointment the ES and jobseeker discuss the jobseeker's needs and identify whether or not vocational training is appropriate. The ES helps the jobseeker explore their interests and skills, teaches them how to communicate with employers, and gives them the skills how to identify appropriate job opportunities. The ES will discuss basic skills. Levels are assessed by scheduling the TABE (a standard basic skills test) when training is the jobseeker's pursuit or they have identified significant literacy barriers, education, work history, occupational skills, employability, interests, aptitudes, suitability, family situation, financial situation and supportive service needs, which have been gathered at intake, during the Career Workshop, at the completion of the workshop and their initial one-on-one appointment with their ES.

Workshop instructors have significant input in this process, so communication between all staff and departments is vital to meeting the individual customer need. For individuals who can't identify their skills, we use the COPS Assessment, Work Keys, AARP's online assessments and testing, and WOWI assessment tests. We also utilize the United States Department of Labor, Employment and Training Administration's website for career assessment and exploration tools, such as Assess Yourself and Skills Profiler.

### **Individual Employment Plan (IEP)**

From conversations and assessment of the jobseeker an Individual Employment Plan (IEP) may be written. An IEP is a formal service strategy developed between the ES and jobseeker with full-time, permanent employment as the end goal. The IEP maps the strategy to employment for the jobseeker taking into account their individual circumstances and barriers. The IEP outlines the jobseekers responsibilities/objectives and the ES responsibilities to assist the jobseeker with the objectives to attain the employment goal (obtaining additional eligibility information, assessments, backgrounds, physicals, hire letters, LMI, connection with other community supports, job seeking detail, etc.) Based on the results of being assessed, an IEP may be written for those who need help defining their employment/career goals, they may need a skills upgrade which may include additional training i.e. Individual Training Accounts (ITA), OJT, customized training as a condition of employment. The IEP seeks to eradicate barriers to employment, such as: homelessness or inadequate housing, lack of transportation, no skills/low skills, lack of a high school diploma, ex-offender status, disclosure of a physical or mental disability, or childcare challenges.

### **Case Management**

The ES monitors a jobseeker's progress through the IEP, provides job leads, evaluates progress, and works to keep the jobseeker active in the talent bank. An ES knows resources in the community and acts as the advocate for the jobseeker to access those resources. They coach jobseekers through career change and provide ongoing advice. While a jobseeker is enrolled in the program, our ES team contacts them at least once a month; more frequently if the contact is generated by the jobseeker (see predictive dialer section to read how this contact will be maintained). Contacts can take several forms depending on the individual case and the specific need of the jobseeker (i.e. in-person, email, phone). Some services that an ES may perform are: providing job leads, making direct referrals to the recruiters of the Employer Services team, updating a resume, updating a cover letter, providing on-going job counseling, referring the jobseeker or family member to other social service agencies, identifying new needs, determining supportive needs, faxing applications, helping with on-line applications and reviewing eligibility if employment status changes; or if a jobseeker is in training many of the above could apply, but the ES also monitors performance of the jobseeker through training, mediates when problems arise, and processes ITAs. The ES provides encouragement, motivation, and keeps the lines of communication open so that jobseekers have support through their job search and training, if applicable. They are active and engaged partners with the jobseekers. They provide career assessment, job targeting and skill marketing, practice interviewing, and/or group counseling. We have contracted with a licensed psychologist for individuals experiencing problems beyond the scope of the ES. For jobseekers looking to relocate to other parts of the country they are referred to the website [www.servicelocator.org](http://www.servicelocator.org) to find similar services in other cities.

### **Supportive Service Needs Assessment**

The ES and/or jobseeker may identify supportive service needs throughout training or progress through the IEP. The ES knows how to refer the jobseeker to the appropriate source. The jobseeker must identify their means of economic support throughout the course of training. Again, barriers to the successful completion of training or barriers to an effective job search are discussed. Since supportive services have been scaled back due to decreased WIA funding to Area 3, the ES team has had to work hard to find alternative resources in the community. We

currently provide a limited number of bus tickets for jobseekers to attend workshops or kick-start their job search. We follow the Supportive Services Policy as approved by the City of Cleveland-Cuyahoga County WIB on August 19, 2011.

### **Training-Referral Services**

The last intervention a jobseeker may access is training-referral services. Developed during the IEP process, training-referral services utilizes vocational education providers, colleges and universities on the Workforce Area 3 list of approved providers. Should a jobseeker be found to be lacking marketable and transferable skills and they have made an effort to gain employment through the use of core and intensive services, they may be eligible for training services. They must secure a pre-hire letter from an employer before training will be granted. The letter must include that the jobseeker will be guaranteed employment after completion of training, one type of benefit, and indicate, preferably, a wage of at least \$10.00 per hour. The letter must be signed and dated by employer and be on company letterhead.

An ES will write an ITA, based on supporting documentation and a cost projection completed by the approved training provider. WIB Local Area 3 has approved local formula funds for Adult ITAs when determined suitable, when there is a defined need, when in-demand in the labor market, and when employment will occur immediately post-training (hire letter). A dislocated worker ITA can be supported when determined suitable, when there is a defined need, and when the jobseeker can prove there is a labor market demand. Practice follows both the Self-Sufficiency Policy approved by the City of Cleveland-Cuyahoga County WIB on August 19, 2011 and the Priority of Service Policy updated and approved also on August 19, 2011 when training funds are limited. Once the ES completes the ITA, it is sent to Workforce Development staff for review and approval processing. An ES makes placement information of the vocational schools known to all jobseekers so they can make an informed choice.

The ULA collaborates with training providers, while remaining impartial and objective for jobseekers to gauge which provider is best for them. If it is determined that training is appropriate, a jobseeker follows these steps: 1) Complete IEP (discuss long term and short term occupational goals); 2) Complete Prioritizations Worksheet developed by the EC and used to determine which jobseekers are most in-need of training based on a set of criteria, when required; 3) If eligible, a review of the following will occur with the jobseeker: UI coverage dates, length of training, means of support during training, LMI (wage and number of openings) for dislocation occupation, LMI (wage, skill level and number of openings) for new occupation (if changing careers), other certificates/skills they currently possess (this helps the ES and jobseeker discuss all possible career opportunities). Once the ES has discussed thoroughly all of the above, we require copies of high school diploma/GED, course plans, FAFSA determination, assessments and skills tests as well as background checks (when required) and physical/TB test (when required) and have the job seeker: 1) Visit three schools that offer the area of study they are interested in and ask schools questions from Customer Research Review questionnaire; 2) Return projected course schedule with cost projection for the training provider the jobseeker chooses; 3) Attach 10 job postings in field of interest and make sure they are qualified for each position (i.e. cannot require two years of experience if jobseeker has none); 4) Write a short letter describing why they are interested in the program they chose. The ES team makes sure jobseekers understand that attending training means a longer period of unemployment and

competition with people who have both training and experience. They should also discuss the number of local, entry-level openings as well as expected earnings; 5) Make sure an effective resume has been uploaded into the talent bank of the PCR database; 6) Secure a pre-hire letter from a legitimate company, on company letterhead, that upon completion of training the jobseeker will have a guaranteed offer of employment at a wage preferably no less than \$10.00 per hour.

An ES monitors the progress of each jobseeker as they take courses, through attendance sheets and report cards. The jobseeker agrees to maintain contact with their ES throughout training, informing them of schedule changes, inability to complete training or a change in projected end date. All training participants should be placed upon the completion of training. Should this not happen for any reason the jobseeker agrees to return to EC once training has been completed to seek placement services. Training completion is updated in their electronic file and on their resume in the EC talent bank. Placement performance will have to be strictly monitored. Placement performance will be consistently collated system-wide and given to One-Stop staff, particularly to the ES team to share with jobseekers.

#### **On-The-Job Training (OJT) and Customized Training**

On-the-Job Training contracts are targeted and specific investments with regional employers in need of qualified workers and jobseekers who possess the majority of skills needed to perform the work of the employer but need a defined training period to learn all the skills. Working in tandem with the Employer Services team because OJT contracts are often employer-led, An ES helps identify and make eligible jobseekers for OJT training contracts and customized training contracts. Concerning OJT, employers will often have a candidate in mind and they are looking to offset some of their training costs. We assist Employer Services by orienting and intaking jobseekers one-on-one, often 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 are very flexible with this process and try to make it as easy as possible for the employer. This past year we have mandated a one-to-one match, meaning that for every referral an employer makes to Employment Connection they must hire someone out of our talent bank, if we have jobseekers with the minimum qualifications. An ES refers jobseekers to Employer Services, indicating the potential of an individual for OJT/Customized Training consideration and all subsequent case notes are shared in their electronic record and profile. An ES evaluates progress through completion of the contract and through the retention period. OJT can be used for both Adult and Dislocated Worker jobseeker classifications. An OJT can also be a value-added hiring incentive that the jobseeker can bring to the employer when interviewing. The jobseeker and ES identify the skills needed for an employment opportunity and inform the employer of the financial incentive to hire and train. Jobseekers can be educated on how to utilize OJT incentives and speak directly with businesses on additional training for hire, marketing the tool themselves. We currently work with the One-Stop partner agencies to better understand existing funds and programs for special population jobseekers to present a menu of choices to employers beyond WIA. Occupational skills training or customized training can be used when an employer has a large hiring need and cannot find the number of qualified employees to fill the need. Working with the Employer Services team, the ES team creates a job profile of the candidates, including their skills, abilities, aptitude and work histories. If the recruiting process fails to produce an

adequate number of qualified candidates we could offer a customized training contract to train jobseekers directly in the skills the employer is seeking. The stated outcome of the contract will be whatever number of jobs the employer needs to be filled. The training will be designed with the employer with benchmarks and ongoing progress evaluation. An ES plays a vital role in finding, screening and forwarding qualified candidates for customized training opportunities. *See*

### **Incumbent Worker Training and Entrepreneurial Talent Development**

The ES team works with the Employer Services department to utilize Cuyahoga County's Incumbent Worker Training fund, which is funded through federal Community Development Block Grant dollars. The ES team helps process potential eligible incumbent workers and assists in finding new employees should the incumbent worker be promoted due to the training. Also, the ULA is prepared to work with the SET (Self-Employed Training) demonstration project, funded through U.S. Office of Management and Budget and managed by Mathematica. Cleveland has been approved and selected for implementation of the program, which is intended for dislocated workers only. Applicants do not have to be determined WIA eligible for this program. Once approved, SET participants are eligible for \$1000 grant and additional business classes and microenterprise workshops offered through Urban League and the Hispanic Business Center. We are set to recruit jobseekers for the program, and are excited about learning more about the implementation of this important aspect of retraining.

### **Job Development and Placement**

By the end of the contract term on June 30, 2013 we will have placed over 10,000 jobseekers (at the time of this writing we stand at approximately 9,600 so a 4<sup>th</sup> quarter with below average performance would put us over the 10,000 placement mark). We have developed relationships with over 4,000 employers and that number is growing every week. We have confidence in our system but we are always trying to improve. There are two paths to job placement: 1) self-directed, online registration and self-referrals to open positions that have been developed by the Employer Services team and 2) orientation and engagement with an ES where they can receive some or all of the services previously described through staff assistance. It's important to remember that we try to provide a matrix of services that meet an individual jobseeker's needs. Upon registration through both paths, referrals to open positions can happen immediately from the ES or the Employer Services Recruiters who also have access to their resumes. An ES is vital to our program design because they can get to know our jobseekers thoroughly. The ES advocates for their jobseekers and Recruiters will reach out to the jobseeker and prescreen them based on the employer's particular needs, but an ES referral always has greater weight. Business Services Consultants will often bring in the opportunity directly from the employers to assist with the placement of the jobseekers in the database, including OJTs, customized training and incumbent worker training. The ES team works closely with Employer Services to find qualified candidates for open positions. Job seeking runs concurrently with assessment and IEP development and progress. We want to get a jobseeker in front of as many employers as we can, if they meet the minimum qualifications of the position, to keep them sharp and motivated. Working in conjunction with the Employer Services team we plan to match jobseekers with volunteer and internship opportunities to keep their skills sharp and provide an entry into a company that may lead to full-time employment.

### **Management of placements**

Once a jobseeker has found employment, adhering to State guidance on common measure performance (Placement-Retention-Wage), we exit the jobseeker from OWCMS enrollment and provide follow-along service for up to nine months post-placement to inquire about the employment status or if any additional support/services are needed to retain employment. If the individual loses their job, we immediately enroll them back into core job service and reengage them, determine what their barrier or needs are and the job placement process starts over. Part-time, underemployed (low wage) placements are not exited from services but staff continues to engage and follow-along with the jobseeker to assist them in finding more gainful employment. The aggressive schedule of follow-up calls using predictive dialer software aids the ES in this outreach. A database of placements is used, a schedule defined and the procedure is systematic throughout the year. Customer satisfaction is also gauged during these follow-up calls. Currently, we ask every jobseeker who we contact to rate the services they have received at the One-Stop. We aggregate these results quarterly and use the information to improve our customer service.

### **Predictive Dialer**

The ULA introduced the use of a predictive dialer phone center and automatic message calling to the Employment Connection in late January 2010. Simply, the staff uploads lists of job seekers and their phone numbers and the software dials the numbers automatically. We use two versions: 1) a staff assisted version where whenever a live answer occurs an operator speaks and engages the jobseeker in a conversation (we use this primarily for follow-up calls to our current members); and 2) an automatic dialing and sending of a pre-recorded message, which is often referred to as a “robo call,” which 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 past three years we have made 586,439 calls to jobseekers to recruit them for open positions developed by the Employer Services Team. Recruitments for companies have included a wide variety of companies and positions. Every call is a contact, a lifeline to the jobseeker.

### **Follow-up and Case Management**

Since the end of January 2010 we have implemented a follow-up schedule for registered jobseekers who are considered active in OWCMS. During follow-up, the predictive dialer system is staffed with live operators, creating a traditional call center environment. The operators are staff of Employment Connection. The purpose of making follow-up calls in this manner is to maximize efficiency, effectiveness, and impact. During the last three years we have made 141,828 follow-up calls to jobseekers. A very brief case management session ensues and the jobseeker is urged to reconnect with center staff to help jumpstart their job search. The predictive dialer is also used with a single ES. The names and phone numbers jobseekers assigned to an ES can be uploaded to the system. The ES is instructed to logon and the campaign will begin. Calls come directly to their desk and computer. The ES is then able to efficiently make all of their follow-up calls. Multiple campaigns can run at the same time, and we often use evening hours to catch jobseekers at home. We like this approach because it ensures consistent follow-up and contact and gives management the information of who is being

contacted and how often. This consistent contact, of course, is the key to the ES and jobseeker maintaining a working relationship.

### **Probability of Achievement**

ULA provides high quality customer service while keeping in mind the three key performance indicators for WIA funding: placement, retention and wages. The past three years have been very successful by any measure, but we believe there is still room for improvement. We have transformed workforce services in Cuyahoga County. The achievements and advancements on which to build are:

1. With the complete implementation of PCR into the program design we have increased our capabilities in an era of fewer resources. We have made access to Employment Connection easier through a web portal and electronic registration. We can track the number of referrals to community resources and the number of open positions. The software is highly adaptive, has been customized to exactly fit our needs, and will support future changes as the program evolves. Also, the software has allowed us to integrate with partner agencies efficiently. Monthly internal performance reports and quarterly published performance reports show that with each quarter we have improved. We can track activity by the day, quality of service, referrals made, case noting, placements, sales visits, and customer updates.
2. We have spent considerable time standardizing our processes and creating work instructions for training and reference.
3. The One-Stop Operator staff and the Employer Services staff work closely together to find jobseekers open positions quickly. We have a seamless job matching process. We have experienced staff members who are fully trained on all systems.
4. We have streamlined the orientation process to include writing resumes the first day of contact with a jobseeker. Resource Centers at each location provide resume writing also.
5. We have rewritten and updated the Career Workshop curriculum and have discarded all redundant workshops. Career Workshop is evaluated by jobseekers weekly.
6. We have fully integrated predictive dialer technology into our services to reach more people faster and more efficiently. A call is made to all registered jobseekers bi-annually to survey the jobseeker on their experience with us and how we could improve our services.
7. We work closely with partner staff and the senior management of Employment Connection to carry out the policies of the City of Cleveland-Cuyahoga Workforce Investment Board.
8. All facilities are government facilities and are ADA compliant, the county provides a disability coordinator, and several members of the ES team are bi-lingual.

### **Other Considerations**

The State of Ohio Legislature is currently considering ODJFS legislation that will alter workforce services, covering facility branding (Area 3 will be known as OMJ, Cleveland-Cuyahoga), how job matching systems are used, mandating all jobseekers receiving unemployment compensation register with OMJ and mandating UC recipients register with their local One-Stop system after the eighth week of receiving compensation. No matter what changes ODJFS mandates through this legislation we believe we are adaptive and flexible enough to provide the same high level of service. In addition, the State of Ohio has received a large innovation grant from the DOL to develop a "Virtual One-Stop," which is designed to have basic workforce services on-line. We will also keep close tabs on this development and adapt this tool to better help our jobseekers.

### *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 (10<sup>th</sup>) 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 Department 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 the 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  
ONE STOP OPERATION AND/OR SERVICES TO JOBSEEKERS**

**July 1, 2013 – June 30, 2014**

**1. STAFF COSTS**

A. Salaries	\$1,410,956.00
B. Payroll Related Expenses	\$816,861.00
C. Consultation Fees	\$0

<b><u>TOTAL STAFF COSTS</u></b>	<b><u>\$2,227,817.00</u></b>
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**2. OPERATIONAL COSTS**

A. Travel	\$11,500.00
B. Consumable Supplies	\$8,700.00
C. Occupancy	\$1,660.00
D. Insurance	\$0
E. Supportive Services	\$48,000.00
F. Other-Miscellaneous (Accounting, Telephone, Insurance, etc.)	\$67,523.00

<b><u>TOTAL OPERATIONAL COSTS</u></b>	<b><u>\$137,383.00</u></b>
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**3. EQUIPMENT COSTS**

A. Equipment Subject to Depreciation	\$0
B. Small Equipment Purchase	\$7,500.00
C. Leased and Rental Equipment	\$6,800.00

<b><u>TOTAL EQUIPMENT COSTS</u></b>	<b><u>\$14,300.00</u></b>
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**4. OTHER COSTS**

A. Profit	\$0
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<b><u>TOTAL OTHER</u></b>	<b><u>\$0.00</u></b>
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<b><u>TOTAL PROGRAM BUDGET FOR PROPOSED SERVICES:</u></b>	<b><u>\$2,379,500.00</u></b>
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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.
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:** \_\_\_\_\_