

AMENDMENT TO A CUYAHOGA COUNTY CONTRACT AMENDMENT NO. 4

In consideration of the mutual promises in the Contract Agreement by and between the County of Cuyahoga, Ohio, on behalf of the City of Cleveland/Cuyahoga County Department of Workforce Development (hereinafter referred to as the "DEPARTMENT"), and, United Labor Agency, Inc. a corporation not-for-profit, with principal offices located at 1020 Bolivar Road, Cleveland, Ohio 44115 (the "PROVIDER"), entered into August 19, 2010, Cuyahoga County Contract No. CE1000591-01.

Whereas, the PROVIDER has provided the services referred to in this Contract since July 1, 2010, and

Whereas, in order to continue to provide necessary and mandated employment services benefiting adults and dislocated workers in Cuyahoga County, an amendment to the aforementioned Contract is necessary:

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

- I. The PROVIDER will provide the services set forth in Exhibit I and will additionally perform on-site Rapid Response services to employees of companies laying-off workers. The contract is for the period July 1, 2010 through June 30, 2013. Total payments for this period will not exceed \$6,468,700.00. This amendment represents an increase of \$100,000.00 for the continued provision of Workforce Investment Act (WIA) services for eligible adults and dislocated workers. The on-site Rapid Response services are to be provided for the period November 19, 2012 through June 30, 2013.
- II. That Exhibit I (Statement of Work) be amended. Attachment A to Exhibit I, reflects the amended Statement of Work for the period July 1, 2010 through June 30, 2013.
- III. That Attachment A to Exhibit II (Budget Summary) be amended. Attachment A to Exhibit II, reflects the amended WIA Budget Summary for the period July 1, 2010 through June 30, 2013.

By entering into this CONTRACT AMENDMENT, PROVIDER agrees to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means, and that the electronic signatures affixed by the county to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. PROVIDER also agrees to be bound by the provisions of chapters 304 and 1306 of the Ohio revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

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

UNITED LABOR AGENCY, INC.

BY:

DATE: 11-15-12

COUNTY OF CUYAHOGA, OHIO

BY: 2013-01-29 17:46:46

Edward Fitzgerald, County Executive

DATE: _____

EXHIBIT I

STATEMENT OF WORK

The PROVIDER agrees to enter into a Contract with the City of Cleveland/Cuyahoga County Department of Workforce Development (known as Employment Connection) for the period July 1, 2010 through June 30, 2013. 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. Effective November 19, 2012, 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.
3. The PROVIDER agrees to conduct WIA eligibility determination, tracking and reporting of all WIA required activities.
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

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 assures that all other provisions for the delivery of these services not described above shall be in accordance with Attachment A to this Exhibit.

BUDGET SUMMARY

United Labor Agency, Inc.

July 1, 2010 – June 30, 2013

1. STAFF COSTS

A. Salaries	\$3,919,000
B. Payroll Related Expenses	2,202,646
C. Consultation Fees	\$0
<u>TOTAL STAFF COSTS</u>	<u>\$6,121,646.00</u>

2. OPERATIONAL COSTS

A. Travel	\$26,000
B. Consumable Supplies	\$36,529
C. Occupancy	\$11,000
D. Insurance	\$0
E. Indirect Costs	\$0
F. Other-Miscellaneous (Software, accounting, insurance, etc.)	\$218,000

TOTAL OPERATIONAL COSTS **\$291,529.00**

3. EQUIPMENT COSTS

A. Equipment Subject to Depreciation	\$0
B. Small Equipment Purchase	\$20,450
C. Leased and Rental Equipment	\$35,075

TOTAL EQUIPMENT COSTS **\$55,525.00**

4. OTHER COSTS

A. Profit	\$0
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TOTAL OTHER **\$0.00**

TOTAL PROGRAM BUDGET FOR PROPOSED SERVICES: \$6,468,700.00