

# **CUYAHOGA COUNTY DEPARTMENT OF WORKFORCE DEVELOPMENT CONTRACT**

**THIS CONTRACT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the County of Cuyahoga, Ohio (the "County") and **S & P Data Ohio, LLC**, with principal offices located at **1500 West Third Avenue, Suite 130, Cleveland, OH 44113** (the "EMPLOYER").

## **WITNESSETH:**

**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, 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, 2009; 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 (the "DEPARTMENT") as Grant Recipient and Administrative Entity for programs under The Act in Cuyahoga County; and

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

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

**I. SCOPE OF SERVICES:**

The EMPLOYER will implement a Customized Training Program for approximately one-hundred new employees, to accomplish the following:

- Improve the skills of the employers' workforce (including workplace literacy);
- Increase retention in employment;
- Help employees continue their skill building and maximize their potential;
- Help the workers understand new technologies.

All new employees trained will be eligible under the Workforce Investment Act (WIA). The individuals will be registered for WIA services. The skills and competencies to be provided will be in accordance with Attachment B.

The total training program budget is estimated to be \$191,800.00. The EMPLOYER will contribute \$141,800.00 and the COUNTY will reimburse up to \$50,000.00.

**II CONFIDENTIALITY:**

In signing this Agreement, the EMPLOYER understands that the information provided on the public assistance and disadvantaged population in this COUNTY is confidential and subject to Ohio State Laws regarding client confidentiality. As an agent of the COUNTY, by virtue of this Agreement, the EMPLOYER will be subject to the same confidentiality guidelines that govern the COUNTY as stated in Rule 5101:1-1-03 of the Ohio Administrative Code. This rule shall govern under what conditions information on all clients of the Department of Job & Family Services can be released. The EMPLOYER agrees to adhere to the conditions of this rule as part of this Agreement.

**III TIME OF PERFORMANCE:**

The period of performance under this Contract shall be from July 1, 2012 through June 30, 2013. Under this timeframe, the EMPLOYER and the DEPARTMENT will carry out their respective responsibilities at times mutually agreed upon.

**IV COMPENSATION and METHOD OF PAYMENT:**

For the services to be provided, the EMPLOYER shall be reimbursed for an amount not to exceed \$50,000.00 for the costs of Training. The EMPLOYER will be compensated on a cost reimbursement and performance basis in accordance with Attachment A – Payment Schedule and Budget Summary.

**V TERMINATION OF AGREEMENT:**

The COUNTY, the DEPARTMENT and the EMPLOYER shall have the right to terminate this Agreement for any reason, including failure to make adequate progress

toward project deliverables, subject to the conditions defined in this section. In the event that this Agreement is terminated by the COUNTY, written notice shall be given to the EMPLOYER. The EMPLOYER shall provide all services and products required by the agreement to the date of termination. Under no circumstances shall the COUNTY be responsible for any type of penalty payment upon cancellation of this Agreement. The EMPLOYER shall, however, be paid for the cost of all materials and services rendered and unreimbursed to the date of termination by either party.

**VI INDEMNITY:**

The EMPLOYER will protect and save the COUNTY and the DEPARTMENT, 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 EMPLOYER, its agents, employees, licenses, clients hereunder, or invitees that result in injury to persons, damage to property or loss, either directly or indirectly, to the COUNTY and the DEPARTMENT, arising from the performance of this Agreement, as those injuries, damages or losses relate to any person, corporation, partnership or any other entity.

**VII ANTI-DISCRIMINATION:**

The EMPLOYER recognizes and hereby agrees that in the employment of labor, skilled or unskilled, under this Agreement, there shall be no discrimination exercised against any person because of race, color, sex, age, religion, national origin, handicap or political affiliation or belief as provided in Title VI of the Civil Rights Act of 1964. Violations thereof shall be deemed a material breach of the Agreement.

**VIII EMPLOYMENT RELATIONSHIP, JOINT VENTURE OR PARTNERSHIP:**

Nothing in this Agreement shall constitute an employment relationship, a partnership or joint venture between the parties. The EMPLOYER shall be solely responsible for his/her employees, including the payment of all Federal and State employment taxes and payroll insurance, insurance premiums, contributions to benefit plans, workers and unemployment compensation costs and similar expenses.

**IX PROVISIONS CONCERNING WAIVERS:**

Subject to applicable law, any right or remedy which the COUNTY may have under this Agreement may be waived in writing by the COUNTY, if in the judgment of the COUNTY, this Agreement, as modified, shall still conform to the terms and requirements of the pertinent laws.

**X COUNTY NOT OBLIGATED TO THIRD PARTIES:**

The COUNTY shall not be obligated or liable to any other party other than the EMPLOYER.

**XI WHEN RIGHTS and REMEDIES NOT WAIVED:**

In no event, shall the making by the COUNTY of any payment to the EMPLOYER constitute or be construed as a waiver by the COUNTY of any breach of covenant or default which may exist on the part of the EMPLOYER, and the making of any such payment by the COUNTY while any such breach or default exists, shall in no way prejudice any right or remedy available to the COUNTY in respect to such breach or default.

**XII MODIFICATIONS:**

By the mutual consent of the COUNTY and the EMPLOYER, this Agreement may be modified whenever such modifications are deemed necessary. Any such modifications to this Agreement shall be reduced to writing and signed by both parties.

**XIII NOTICES:**

Any notices, bills, invoices, reports, etc. required by this Agreement shall be sufficient if sent by the parties in the United States Mail, postage paid, to the addresses noted as follows:

**COUNTY: MR. FRANK BRICKNER, CHIEF FINANCIAL OFFICER  
EMPLOYMENT CONNECTION  
1020 BOLIVAR ROAD  
CLEVELAND, OHIO 44115**

**EMPLOYER: MR. DAN BEMIS  
PRESIDENT  
S & P DATA, OHIO, LLC  
1500 WEST THIRD AVE., SUITE 130  
CLEVELAND, OH. 44113**

**XIV REPORTING AND EVALUATION:**

The EMPLOYER agrees to provide a final Activity Report that documents activities and progress of the Services offered under this Contract. The report will identify employees trained and progress made. The EMPLOYER agrees to produce the final report no more than sixty (60) days upon termination of the contract describing the overall effectiveness of the project with recommendations for future replication.

THE EMPLOYER agrees to be interviewed and help facilitate interviews for their new workers trained for the evaluation of this project.

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

submitted in a format which will be provided to EMPLOYER. All required reports should be to the attention of:

Frank Brickner  
Employment Connection  
1020 Bolivar Road  
Cleveland, OH 44115  
(216) 698-2363

**XV EMPLOYEE ELIGIBILITY:**

The EMPLOYER assures that all employees trained are eligible to work in the United States and are eighteen (18) years of age or older. In addition, the EMPLOYER assures that all employees subject to Selective Service registration have in fact registered.

**XV EXTENT OF AGREEMENT:**

All other provisions of performance are contained herein. This Agreement, with all EXHIBITS and attachments hereto, represents the entire and integrated Agreement between the COUNTY and the EMPLOYER and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement shall be amended only upon a written instrument executed by both the COUNTY and the EMPLOYER.

**XVI ELECTRONIC SIGNATURE:**

By entering into this CONTRACT, EMPLOYER 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. EMPLOYER 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 COUNTY and the EMPLOYER have executed this Agreement as of the date first written above.

S & P DATA OHIO, LLC

BY: *D. Bove*

COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive

BY: *Ed FitzGerald*  
Edward FitzGerald, County Executive  
2012-08-07 16:10:32

## **PAYMENT SCHEDULE & BUDGET SUMMARY**

Payments will be made on a cost reimbursement basis. In order for the EMPLOYER to be reimbursed for all costs, minimum performance thresholds must be obtained (described below). EMPLOYER may request reimbursement for their actual training costs incurred in accordance with the following limitations:

- At no time may the amount requested exceed the employer contribution to-date;
- To receive payment, the PROVIDER agrees to submit invoices in accordance with Attachment C, which details expenditures made by the PROVIDER. Expenses invoiced must be in accordance with the approved budget summary.
- EMPLOYER will be reimbursed on a Cost Reimbursement basis. The EMPLOYER will be reimbursed for the first \$25,000 of contract costs upon submission of an invoice in accordance with Attachment C. Costs in excess of \$25,000 will be reimbursed when the following minimum benchmarks are received:
  - 1) At least seventy-five (75) new Workforce Investment Act (WIA) eligible and registered employees will be hired and trained during the contract; and
  - 2) At least thirty (30) of the WIA registered employees will retain full-time employment for at least ninety (90) days. Full-time employment is defined as scheduled for at least thirty-two (32) hours of work per week.

Upon achievement of both the above performance benchmarks, the employer will be reimbursed for all costs incurred over and above \$25,000 up to an amount not to exceed **\$50,000.00.**

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:

- Copies of invoices or time records and payroll data, for Instructor Wages, and Materials/Supplies costs;
- Completion of Customized Training Monthly Program Report (Attachment D).

The final request for payment reimbursement by the EMPLOYER must be received by the City of Cleveland/Cuyahoga County Department of Workforce Development within ninety (90) calendar days following the end of this Contract. Any request for payment received after this date may not be honored for reimbursement.

The EMPLOYER shall comply with fiscal management guidelines for allowable costs as established for all expenditures made under this Contract for which reimbursement is requested. The EMPLOYER 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 EMPLOYER.
7. All invoices will be compared with the Contract or other authorizing documents for propriety and validity before payment.
8. The EMPLOYER'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 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 EMPLOYER.
11. The EMPLOYER shall submit for written approval, to the DEPARTMENT, a modification request when the cumulative transfer of funds among budget line items is expected to exceed the total planned budget (Exhibit 1 to this Attachment).



**BUDGET SUMMARY**

<b>BUDGET CATEGORY</b>	<b>EMPLOYMENT CONNECTION ASSISTANCE REQUESTED</b>	<b>EMPLOYER CONTRIBUTION</b>	<b>TOTAL</b>
<b>Instructor Wages</b> (Break out costs for individual programs including total hours and instructor wages)	\$50,000.00	\$35,000.00	\$85,000.00
<b>Curriculum Development</b>			
<b>Materials/Supplies Textbooks</b> (itemize)		\$3,600.00	\$3,600.00
<b>Training Equipment</b> (itemize)			
<b>Other Costs Facility</b>		\$7,200.00	\$7,200.00
<b>Travel</b>			
<b>Trainee Wages*</b> (attach payroll register)		\$96,000.00	\$96,000.00
<b>Total</b>	<b>\$50,000.00</b>	<b>\$141,800.00</b>	<b>\$191,800.00</b>



## Training Agenda

Day 1	
4 hours	How to be successful in a call center environment
4 hours	How to sell a brand image

Day 2	
5 hours	Understanding your product
3 hours	How to use call flow to optimize your effectiveness

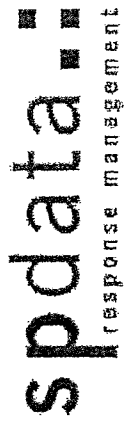
Day 3	
6 hours	Understanding the importance of providing an Extraordinary Customer Experience
2 hours	Quality and compliance and how it relates to our business

Day 4	
2 hours	Systems training
6 hours	Putting it all together with role plays

Day 5	
1.5 hours	Security and Privacy Training
6.5 hours	Listen to best call sales practices in call calibrations and side by side call listening

Day 6	
6 hours	Additional Role Playing in classroom environment incorporating sales, quality and customer experience training
2 hours	Best Practice call listening

Day 7	
4 hours	Mock sales calls with client manager; final product test
4 hours	Soft Launch under direction of trainer



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IN RECOGNITION OF THE SUCCESSFUL COMPLETION OF  
SALES, QUALITY AND CUSTOMER EXPERIENCE TRAINING

This certificate is awarded to:

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Certified Trainer  
Patrick Rausch

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Date

**INVOICE - EMPLOYER CUSTOMIZED WORKER PROGRAM**

INVOICE PERIOD \_\_\_\_\_

EMPLOYER NAME: \_\_\_\_\_

CONTRACTOR ADDRESS: \_\_\_\_\_

CATEGORY	Employment Connection Budget	Total Expenses To-Date	Total Invoice Request		Employer Contribution To- Date
Tuition/Instructor Wages					
Curriculum Development					
Materials/Supplies					
Training Equipment					
Other Cost (Itemize)					
Travel					
Trainee Wages					
TOTAL	-	-	-		-

I certify that to the best of my knowledge and belief, this report is accurate, that the costs incurred are valid and consistent with the terms of the contract.

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_