

CUYAHOGA COUNTY CONTRACT

THIS CONTRACT made and entered into this ____ day of _____, 2012 by and between the County of Cuyahoga, Ohio (the "County") and University Hospitals Health System, Inc., with principal offices located at 3605 Warrensville Center Road, Shaker Heights, Ohio 44122 (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 an On-The-Job Training (OJT) Program to hire five new employees.

The parties here agree that the EMPLOYER shall employ and train five new employees in accordance with Exhibit A (OJT Requirements), and the attached training curriculum. In consideration for the training to be provided by the EMPLOYER for the period beginning July 2, 2012 and ending August 31, 2012 or the payment of \$2,750.00 whichever occurs first, at an hourly rate of pay no less than identified in Attachment 1 – On-the-Job Trainee List. The EMPLOYER shall be reimbursed fifty (50) percent of the total training wages paid during the training period, as submitted on the DEPARTMENT invoice format, but not to exceed a total fixed cost of \$2,750.00.

II. **TIME OF PERFORMANCE:**

The period of performance under this Contract shall be from July 2, 2012 through August 31, 2012. Under this timeframe, the EMPLOYER and the DEPARTMENT will carry out their respective responsibilities at times mutually agreed upon.

III. **COMPENSATION and METHOD OF PAYMENT:**

For the services to be provided, the EMPLOYER shall be reimbursed for an amount not to exceed \$2,750.00 for the costs of Training. The EMPLOYER will be compensated on a cost reimbursement basis. Invoices for reimbursement of training costs must be submitted to the DEPARTMENT for payment within thirty (30) days following the end of each month using the OJT Invoice form identified in Exhibit B. Failure to submit invoices in a timely manner may result in non-payment at the discretion of the DEPARTMENT. The EMPLOYER will be paid up to 50% of each Trainee's regular wages during the Training Period for actual hours worked. EMPLOYER will not invoice for hours paid but not worked (i.e. Holidays, Vacation, Sick Time). Trainee wages are not reimbursable on days when the trainee is absent (whether paid or unpaid, approved or unapproved) or when training does not take place for other reasons (e.g. because of instructor absence, holiday, etc.). The employer is solely responsible for insuring that Employment Connection is not invoiced on such occasion. The maximum number of hours worked per week that can be reimbursed is forty (40). Trainee wage reimbursement is based on the trainee's base wage, excluding any incentives (such as shift differential, overtime, holiday or weekend pay) or commissions.

IV. **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.

V. **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.

VI 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.

VII 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.

VIII 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.

IX COUNTY NOT OBLIGATED TO THIRD PARTIES:

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

X 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.

XI 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.

XII 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**
CITY OF CLEVELAND/ CUYAHOGA COUNTY
DEPARTMENT OF WORKFORCE DEVELOPMENT
1020 BOLIVAR ROAD
CLEVELAND, OHIO 44115

EMPLOYER: **CATHERINE KOPPELMAN, CHIEF NURSING OFFICER**
UNIVERSITY HOSPITALS HEALTH SYSTEM, INC.
3605 WARRENSVILLE CENTER ROAD
SHAKER HEIGHTS, OH 44122

XIII 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.

XIV 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.

XV 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.

UNIVERSITY HOSPITALS HEALTH SYSTEM, INC.

BY: Kim M. Shultz

VP, Recruitment &

Edward Fitzgerald, County Executive

COUNTY OF CUYAHOGA, OHIO

Edward Fitzgerald/ak
2012-09-06 08:54:36

BY:

Edward Fitzgerald, County Executive

EXHIBIT A

OJT Requirements

KEY PAYMENT DEFINITIONS

Training Completion: Training is complete when the Training Period is over and/or the Trainee meets the Employer's standard for each "skill to be learned" as shown in the Training Plan. DEPARTMENT staff will help with training design.

Trainee Regular Wages: These are the amounts earned by the Trainee for work performed during the training period. Wages include regular "straight time" for actual hours worked with no overtime premium, holiday pay or fringe benefits included.

Contact your DEPARTMENT representative within 30 days if a Trainee quits or gets fired.

APPLICABLE LAWS AND RULES

1. The EMPLOYER shall comply with all applicable Federal, State, and local laws, rules and regulations, including but not limited to the Fair Labor Standards Act, as amended, which deal with or are related to employment of persons who perform work or are trained under this Agreement.
2. Training positions covered by this OJT agreement have not been created by relocating the business and displacing former employees within the last four (4) months.
3. The Employer has not been debarred, suspended, declared ineligible or voluntarily excluded from Federal contracting.
4. No Trainee shall be illegally discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship, or solely because they are participating in W.I.A. under this Agreement.
5. This OJT will not result in the displacement of employed workers nor impair existing contracts for services nor result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
6. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedure of DEPARTMENT will be utilized. The Employer shall inform Trainees of the grievance procedure to be followed.
7. The Employer shall notify DEPARTMENT in writing prior to the sale, closure or transfer of its business. Failure to notify shall void the right to payment under this OJT agreement.
8. The EMPLOYER assures that no former employee is in layoff in the same or similar position as the position for which this OJT Agreement is being written and approved.
9. No currently employed worker shall be displaced by any trainee. This includes partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
10. No funds may be used to assist in relocating the EMPLOYER'S company or parts thereof from one area to another, especially if said location results in a loss of employment at the original location.
11. EMPLOYER assures compliance with all applicable business licensing, taxation and insurance requirements.

12. EMPLOYER assures that trainees are being trained for jobs that are necessary for current and future operation and the trainees are expected to continue permanent employment upon successful completion of this OJT Agreement.
13. EMPLOYER agrees to adhere to the rules and regulations of the Workforce Investment Act of 1998 and as amended.
14. EMPLOYER agrees to hold harmless DEPARTMENT for ineligible costs and insures that DEPARTMENT shall be relieved of liability and damages sustained by ineligible costs as determined by a fiscal audit. Moreover, the EMPLOYER agrees to indemnify and hold harmless DEPARTMENT and insure that DEPARTMENT shall be relieved of liability and damages sustained by virtue of any act or failure to act by which the EMPLOYER shall be responsible.
15. Funds may not be redistributed hereunder without approval of DEPARTMENT and amendment to the Agreement.
16. Both parties agree to prohibit employees from using their positions for a purpose that is, or gives the appearance of, being motivated by a desire for private gain for themselves, particularly those with whom they have family, business, or other ties.
17. The EMPLOYER shall agree to attempt to resolve disputes arising from this Agreement through Workforce Investment Area administrative process and negotiations in lieu of litigation. The EMPLOYER ensures performance during disputes.
18. Both parties to this Agreement ensure that no funds under this Agreement shall be used for lobbying activities. The EMPLOYER certifies compliance with the executive agency lobbying restrictions contained in Ohio Revised Code 121.60 to 121.69 and 31 USC 1352.
19. Both parties to this Agreement ensure that their officers, employees and agents will not solicit or accept gratuities, favors or anything of monetary value as a result of the Agreement. Neither will any trainee be charged a fee for the referral or placement of said trainee under this Agreement.
20. The EMPLOYER shall ensure that no activities, work or training under this Agreement are in conflict with the terms and conditions of a collective bargaining agreement or contract for services. The EMPLOYER further ensures that nothing under this Agreement shall impair any aspect of an existing collective bargaining agreement, except that no person funded by W.I.A. which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the EMPLOYER and the affected labor organization.
21. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

TRAIINEES

1. Only those persons determined eligible by DEPARTMENT will be trained under this OJT agreement.
2. Trainees must be authorized to work in the United States and all trainees who are required to register with the Selective Service System have done so in compliance with the Military Selective Service Act.

3. No OJT Trainee may assist, promote or deter union organizing or engage in political activities during work hours.
4. OJT Trainees shall not be employed in the construction, operation or maintenance of any facility which is used for religious instruction or worship.
5. No OJT Trainee will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous or dangerous to the Trainee's health or safety.
6. No OJT Trainees may be members of the immediate family of the EMPLOYER or its Officers.

TRAINEE WAGES AND BENEFITS

1. Hourly wages paid to a Trainee shall not be less than the hourly wage specified in the Training Plan.
2. Appropriate worker's compensation insurance protection will be provided to all Trainees by the EMPLOYER
3. Each Trainee shall be provided pay, benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. Compensation must be no less than the highest of Federal, or State minimum wage.
4. All trainees hired through this OJT Agreement are considered employees of the EMPLOYER as of the date of hire and that they are entitled to all rights and benefits normally provided to employees of the EMPLOYER.
5. The EMPLOYER shall assure that appropriate standards for health and safety in work and training situations are maintained.
6. The EMPLOYER accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other employer taxes and payroll deductions required for all employees.

RECORDS

1. The EMPLOYER shall retain all records pertaining to this program for a period of six (6) years. These records include but are not limited to financial, statistical, property, and participant records and supporting documentation. Additionally, records for nonexpendable property shall be retained for whichever period is longer, six (6) or three (3) years after final disposition of the property. The aforementioned records will be retained beyond the six (6) year period if any litigation is begun, and audit has not been completed or if a claim is instituted involving the contractual agreement covered by these records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The six (6) year retention period for individual participant records will begin upon the date the participant is terminated from W.I.A.
2. The Employer agrees that authorized representatives of DEPARTMENT shall be given reasonable access to facilities and records.
3. At any time during normal business hours and as often as DEPARTMENT, State of Ohio, U.S. Federal Department of Labor (DOL) and/or Comptroller General of the United States may deem necessary,

there shall be made available to DEPARTMENT, State of Ohio, DOL, and/or representative of the Comptroller General for examination of all its records with respect to all matters covered by this Agreement and will permit DEPARTMENT, State of Ohio, DOL, and/or representative of the Comptroller to audit, examine and make excerpts of invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement.

4. The Employer will report OJT hires and terminations to DEPARTMENT.

AGREEMENT TERMINATION

1. The performance of work under this Agreement may be terminated by DEPARTMENT or the Employer for good cause or convenience.
2. Agreement termination shall be defined as the cancellations of Federal or State assistance, in whole or in part, under a contract or agreement at any time prior to the date of completion.
3. Termination shall be by one of the following methods:

A.) Termination for cause:

DEPARTMENT may terminate any contract or agreement in whole, or in part, and any payment pertaining thereto, at any time before the date of completion whenever it is determined that the EMPLOYER has failed to comply with the conditions of this Agreement. DEPARTMENT shall promptly notify the EMPLOYER in writing of the determinations and the reasons for their termination, together with the effective date.

B.) Termination for convenience:

DEPARTMENT or EMPLOYER may terminate the Agreement in whole, or in part, without cause upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the persons signing this Agreement. The EMPLOYER shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. DEPARTMENT shall allow full credit to EMPLOYER for the Federal share of the noncancellable obligations, properly incurred EMPLOYER prior to termination.

4. In the event of termination of this Agreement, the EMPLOYER shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement. Notwithstanding the above, the EMPLOYER shall not be relieved of liability to DEPARTMENT for damages sustained by DEPARTMENT, by virtue of the breach of the Agreement, by the exact amount of damages due DEPARTMENT from the EMPLOYER, is agreed upon or otherwise determined.
5. In the event of any modification, termination or other amendment to the Workforce Investment Act of 1998, either by the act of Congress or administratively by the President of the United States, DEPARTMENT reserves the right to terminate or otherwise modify the Agreement at its option, notwithstanding any other provision of the Agreement.

MODIFICATION

The EMPLOYER and DEPARTMENT may, from time to time, require changes to the scope of services to be provided hereunder that are of substantive nature. Such changes, including any increase or decrease in the amount of the Employer's compensation, which are mutually agreed upon between DEPARTMENT and the EMPLOYER, shall be incorporated by written amendment to this Agreement.

**EMPLOYMENT CONNECTION
ON-THE-JOB TRAINING CONTRACT REIMBURSEMENT REQUEST**

EXHIBIT B

EXHIBIT B

Employer Name:

Trainee Name: _____

Trainee Soc. Sec. # (4 digits) **XXX-XX-**

Employer Address:

City/State/Zip

Cleveland/Oh/44115

Total Eligible Hours Worked: -

(Maximum 40 hours per week can be reimbursed)

Total Hours Invoiced:

**** - Do not include hours paid but not worked (i.e. Holiday, Vacation, Sick Day, etc.). Additionally do not report more than 40 hours per week.**

Trainee Comments:

Digitized by srujanika@gmail.com

Trainee Signature

Date

Employer Comments:

Digitized by srujanika@gmail.com

I certify that the above report of hours worked is true and accurate, and that the company has proper documentation of these hours on file in the employer's office.

卷之三

THE JOURNAL OF CLIMATE