# 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") on behalf of the City of Cleveland/Cuyahoga County Department of Workforce Development (hereinafter called "DEPARTMENT") and, <u>LINKING EMPLOYMENT</u>, <u>ABILITIES & POTENTIAL</u> a corporation not-for-profit, with principal offices located at 1468 West 25<sup>th</sup> St., Cleveland, OH. 44113 (the "PROVIDER"), for providing employment connection services to adults and dislocated workers.

# WITNESSETH:

WHEREAS, the COUNTY desires to engage PROVIDER to bring together community experience and expertise to offer comprehensive assessment, barrier removal and supportive services, and a curriculum designed for the needs of the disabled population. Education training will take place at various community locations, and will place special emphasis on building computer skills and developing financial capability (basic money management, credit and asset building, and preparation for self employment.);

WHEREAS, PROVIDER desires to perform such services in accordance with the terms and conditions prescribed by the State of Ohio Rehabilitation Services Commission;

WHEREAS, all activities under this agreement shall be in compliance with the Rehabilitation Act of 1973 (29 U.S.C 701, et seq., as amended in 1998, the purpose of which is to assist states in providing vocational rehabilitation services to individuals with disabilities. :

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

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

# ARTICLE I: NATURE OF CONTRACT AND RELATIONSHIP OF PARTIES

The COUNTY enters into this Agreement in reliance upon the PROVIDER's representations that it has the necessary expertise and experience to perform its obligations hereunder, and PROVIDER warrants that it does possess the necessary expertise and experience

PROVIDER shall perform services and the COUNTY shall not hire, supervise, or pay any assistants to PROVIDER in its performance under this Agreement. PROVIDER shall be responsible for all of PROVIDER's business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

Except as may be expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

PROVIDER agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder.

The COUNTY may, from time to time, communicate specific instructions and requests to PROVIDER concerning the performance of the work described in this Agreement. Upon such notice and within ten days after receipt of instructions, PROVIDER shall comply with such instructions and fulfill such requests to COUNTY's satisfaction. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Agreement. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with the PROVIDER. The COUNTY retains the right to ensure that PROVIDER's work is in conformity with the terms and conditions of this Agreement.

#### ARTICLE II: CONFIDENTIALITY

PROVIDER shall not discuss or disclose any confidential consumer information or material obtained pursuant to its obligations under this Agreement without the prior written consent of the consumer, applicant, or former consumer.

In the event of an appeal and/or other complaint is filed with COUNTY by an applicant, consumer or former consumer for COUNTY services, the PROVIDER agrees to make his or her staff and records available to COUNTY for its review, investigation, response and/or defense of the appeal and/or complaint.

#### ARTICLE III: SCOPE OF SERVICES

PROVIDER shall define new and innovative service delivery models pertaining to providing comprehensive assessment, barrier removal and supportive services, and a curriculum designed for the needs of the disabled population. The target population is disabled individuals who are not in a Workforce Investment Act funded program.

The target geographic area includes Cuyahoga County.

The target services include the following: Comprehensive Needs Assessment, On Site Employee Development Program, Community Based Assessment, Work Adjustment, Employment Support Needs, Personal Adjustment, Computer Skills Assessment, Assistive technology assessment, Job Development, Job Placement, Job Retention, and Supportive services as required by the consumer.

The goals of the contract are to create self-sufficiency and independence to support individuals with the most significant disabilities.

#### **Deliverables/Outcomes**:

- Number of Individuals Maintained from previous contract = 30
- Number of New Individuals referred = 20
- Number of Individuals who initiate services = 17
- Number of Individuals who successfully complete services = 40
- Number of individuals who obtain employment = 30
- Number of individuals who maintain employment for 90 days = 12

## **Provider Qualifications:**

PROVIDER will maintain necessary accreditation and provide COUNTY with a current copy of same. PROVIDER will ensure that any sub-PROVIDER also maintains necessary accreditations and will provide COUNTY with a current copy of same.

The PROVIDER will employ a Project Coordinator who will possess a minimum of a bachelor's degree in a related field (e.g. rehabilitation counseling, counseling, social work, psychology, sociology, special education, communication disorders, or rehabilitation teaching).

The PROVIDER will employ a Project Supervisor who will possess a minimum of a bachelor's degree in a related field (e.g. rehabilitation counseling, counseling, social work, psychology, sociology, special education, communication disorders, or rehabilitation teaching).

The PROVIDER will participate in all State of Ohio Rehabilitation Services Commission (RSC) mandatory project related training.

#### Reporting, Monitoring and Evaluation Requirements:

• Provider will participate in all Project Meetings, State of Ohio RSC meetings, and other meetings as requested.

- Provider will complete the necessary number of case reviews and observation of coordinator/consumer sessions as dictated by RSC policy.
- Provider will coordinate and prepare information for quarterly monitoring and evaluation activities with RSC program and fiscal monitors.
- Provider will submit a written quarterly review summarizing the current status of the contract, achievements, and any issues/concerns that need to be addressed.
- Provider will notify COUNTY of any changes in staff or staff contact information.

# ARTICLE IV: RELATED AGREEMENTS

PROVIDER intends and may sub-contract with the following to perform the work and services described in Article III, Scope of Services:

WECO 3209 Chester Ave Cleveland, Ohio 44114

PROVIDER shall bind its sub-PROVIDER(s), if any, to the terms of this Agreement, so far as applicable to the work of the sub-PROVIDER(s), and shall not agree to any provision, which seeks to bind COUNTY to terms inconsistent with, or at variance from, this Agreement.

PROVIDER warrants that it has not entered into, nor shall enter into, other agreements, without prior written approval of COUNTY, to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other agreements.

PROVIDER shall furnish to COUNTY a list of any and all sub-PROVIDER(s), if any, their addresses, tax identification numbers, and the dollar amount of the subcontract.

#### ARTICLE V: TIME OF PERFORMANCE

The PROVIDER will provide the services set forth in Article III, Scope of Services, for the period <u>October 1, 2012</u> through <u>September 30, 2013.</u>

#### ARTICLE VI: TERMINATION OF PROVIDER'S SERVICES

COUNTY may, consistent with O.R.C. section 3304.182, terminate this Agreement for good cause by giving ninety days written notice to PROVIDER. Within thirty days of receipt by PROVIDER of such written notice, COUNTY and PROVIDER shall develop a plan of action that will include but not be limited to the termination of activities, disbursements, minimizing costs, and a closing "status of work" report. PROVIDER shall be paid for all services rendered up to

the date PROVIDER received notice of termination, consistent with Article VII, less any payments previously made. Additional payments, if any, shall be paid to PROVIDER in accordance with the plan of action developed pursuant to this Article.

In the event this Agreement is terminated prior to its completion, PROVIDER, upon payment as specified, shall deliver to COUNTY all work products and documents, which have been specifically prepared for COUNTY by PROVIDER in the course of providing services under this Agreement. All such materials shall become and remains the property of COUNTY, to be used in such manner and for such purpose as COUNTY may choose.

PROVIDER agrees to waive any right to, and shall make no claim for, additional compensation against COUNTY by reason of such suspension or termination.

PROVIDER may terminate this Agreement upon 30 days prior written notice to COUNTY.

In the event of termination of this Agreement the provision of this Agreement relating to "Confidentiality" shall remain binding upon PROVIDER.

# **ARTICLE VII: COMPENSATION**

COUNTY shall award PROVIDER a total amount not to exceed <u>\$276,065.57</u> and will be paid in accordance with the terms and conditions of EXHIBIT I.

The PROVIDER will contribute match in the amount of <u>\$64,716.21</u>. The match will be in the form of check.

Funds provided by the PROVIDER as match are non-refundable. PROVIDER is expected to budget so that all funds are expended during the contract period, as defined in Article V.

COUNTY shall pay PROVIDER for services rendered as referenced on the attached budget (Attachment A to Exhibit 1). PROVIDER may request changes to this approved budget that do not change the total award amount by submitting a request to amend budget. Such requests may be made by the Executive Director of the PROVIDER. Any changes that increase the total award amount must be approved via a contract amendment signed by the signatories of this agreement.

The Contractor will bill the COUNTY on RSC's Invoice Template for each month in which appropriate costs occur. The PROVIDER shall request monthly reimbursement based on actual monthly expenses incurred. The invoice must be submitted no later than 30 days past the closing of the billing period. Receipts may be required for reimbursement; however, original receipts must be retained by the PROVIDER for audit purposes.

All invoices shall be submitted no later than 30 days past the closing of the billing period. No bill shall be paid if it is submitted beyond this thirty day timeframe unless there are extenuating circumstances and the COUNTY has granted a waiver to this requirement. Even in the case of extenuating circumstances and a waiver being obtained, pursuant to OAC 3304-1-13, the COUNTY shall not pay a bill if it is not submitted within ninety days.

PROVIDER shall submit a final fiscal report to the COUNTY no later than 90 days after the end of the contract period, along with the return of any actual costs which cannot be properly documented.

#### **ARTICLE VIII: CERTIFICATION OF FUNDS**

It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, O.R.C. Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that COUNTY gives PROVIDER written notice that such funds have been made available to COUNTY by COUNTY's funding source.

# ARTICLE IX: RECORD KEEPING

During performance of this Agreement and for a period of three years after its completion, PROVIDER shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to COUNTY as COUNTY may reasonably require.

# ARTICLE X: COMPLIANCE WITH LAWS

PROVIDER, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.

It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code ("O.R.C.") Section 3517.13-Campaign; Political Parties-Failure to File Statements; O.R.C. Section 127.16-Purchasing by Competitive Selection; or O.R.C. Chapter 102-Public Offices-Ethics.

# ARTICLE XI: CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

No personnel of PROVIDER, sub-PROVIDER or any person acting on behalf of PROVIDER or a sub-PROVIDER shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions related to this Agreement.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to COUNTY in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless COUNTY shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

In accordance with the State of Ohio Executive Order 2007-01S, PROVIDER, by signature on this document, certifies PROVIDER: (1) has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. PROVIDER understand that failure to comply with Executive Order No. 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio.

# **ARTICLE XII: LIABILITY**

In no event shall either party be liable to the other party for indirect, consequential, incidental, special, punitive damages, or lost profits.

# ARTICLE XIII: NONDISCRIMINATION IN EMPLOYMENT

Pursuant to O.R.C. Section 125.111, PROVIDER agrees that PROVIDER, any sub-PROVIDER, and any person acting on behalf of PROVIDER or a sub-PROVIDER, shall not discriminate, by reason of race, color, religion, sex, age, disability, or military status as defined in O.R.C. Section 4112.01, national origin, or ancestry. against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. PROVIDER further represents that they each have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and have filed a description of the affirmative action program and a progress report on its implementation with the Equal Opportunity Division of the Department of Administrative Services. "

PROVIDER further agrees that PROVIDER, any sub-PROVIDER, and any person acting on behalf of PROVIDER or a sub-PROVIDER shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired

for the performance of work under this Agreement on account of race, color, religion, sex, age, national origin, disability, ancestry, veteran status, genetic information, sexual orientation, or gender identity.

PROVIDER agrees to comply with <u>E.O. 11246</u>, "Equal Employment Opportunity, as amended by E.O. 11375, "Amending Executive Order 11246 Relation to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," as may be applicable.

PROVIDER and or sub-PROVIDER(s) agree to purchase goods and services related to this Agreement, if any, from certified MBE and EDGE vendors whenever feasible.

# ARTICLE XIV: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

COUNTY shall have unrestricted authority to reproduce, distribute, and use (in whole or in part) any reports, data, or materials prepared specifically for COUNTY, by PROVIDER, pursuant to this Agreement. No such documents or other materials produced (in whole or in part) with funds provided to PROVIDER by COUNTY shall be subject to copyright by PROVIDER in the United States or any other country.

PROVIDER agrees that all deliverables hereunder shall be made freely available to the general public to the extent permitted or required by law.

#### ARTICLE XV: ANTITRUST ASSIGNMENT

PROVIDER assign to COUNTY all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.

# ARTICLE XVI: SWEATSHOP FREE REQUIREMENTS

In compliance with State of Ohio Executive Order 2008-21S PROVIDER certifies that all facilities used for the production of any supplies or performance of services offered comply with applicable domestic labor, employment, health and safety, environmental and building laws and are sweatshop free. This certification applies to any and all suppliers and/or sub-contractor used by the PROVIDER in furnishing the supplies or services. If the COUNTY receives a complaint alleging non-compliance with sweatshop free requirements, the COUNTY may enlist the services of an independent monitor to investigate allegations of such non-compliance on the part of the PROVIDER, any sub-contractor or suppliers used by the PROVIDER in performance of the Agreement. If allegations are proven accurate, the PROVIDER will be advised by the COUNTY of the next course of action to resolve the complaint and the PROVIDER will be responsible for any costs associated with the investigation. Items that will be considered in an

investigation include, but are not limited to standards for wages, occupational safety and work hours.

# ARTICLE XVII: DRUG FREE WORKPLACE

PROVIDER agrees to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or sub-PROVIDER purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way when they are engaged in the work being performed hereunder.

# ARTICLE XVIII: ENTIRE AGREEMENT/WAIVER

This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.

This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

# **ARTICLE XIX: NOTICES**

All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.

#### ARTICLE XX: HEADINGS

The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

# ARTICLE XXI: SEVERABILITY

The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

# ARTICLE XXII: CONTROLLING LAW

This contract and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance thereunder.

#### ARTICLE XXIII: SUCCESSORS AND ASSIGNS

Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by PROVIDER, without the prior written consent of COUNTY.

#### ARTICLE XXIV: FINDINGS FOR RECOVERY

PROVIDER warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. Section 9.24. If this warranty is found to be false, this Agreement is void *ab initio* and PROVIDER shall immediately repay to the COUNTY any funds paid under this contract.

#### ARTICLE XXV: DEBARMENT

PROVIDER represents and warrants that it is not debarred from consideration for contract awards by the State of Ohio, pursuant to either O.R.C. Section 153.02 or O.R.C. Section 125.25 or the United States Department of Education, pursuant to 34 C.F.R. Part 85. If this representation and warranty is found to be false, this contract is void *ab initio* and PROVIDER shall immediately repay to the COUNTY any funds paid under this contract.

# ARTICLE XXVI: EXECUTIVE ORDER REQUIREMENTS

The PROVIDER affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.

The PROVIDER also affirms, understands, and agrees to immediately notify COUNTY of any change or shift in the location(s) of services performed by the PROVIDER or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

# ARTICLE XXVII: TERMINATION, SANCTION, DAMAGES

COUNTY or the State is not obligated and shall not pay for any services provided under this Contract that the PROVIDER or any of its subcontractors performed outside of the United States. If services are performed outside of the United State, this will be treated as a material breach of the Contract, and PROVIDER shall immediately return to COUNTY all funds paid for those services.

COUNTY may, at any time after the breach, terminate the Contract, upon written notice to the PROVIDER. The COUNTY may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If the COUNTY determines that actual and direct damages are uncertain or difficult to ascertain, the COUNTY in its sole discretion may recover a payment of liquidated damages in the amount of fifty percent of the value of the Contract.

The COUNTY, in its sole discretion, may provide written notice to PROVIDER of a breach and permit the PROVIDER to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the COUNTY may buy substitute services from a third party and recover from the PROVIDER any costs associated with acquiring those substitute services. Notwithstanding the COUNTY permitting a period of time to cure the breach or the PROVIDER's cure of the breach, the COUNTY does not waive any of its rights and remedies provided the COUNTY in this Contract, including but not limited to recovery of funds paid for services the PROVIDER performed outside of the United States, costs associated with corrective action, or liquidated damages.

### ARTICLE XXVIII: ASSIGNMENT/DELEGATION

The PROVIDER will not assign any of its rights nor delegate any of its duties and responsibilities under this Contract without prior written consent of COUNTY. Any assignment or delegation not consented to may be deemed void by COUNTY.

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

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

ING EMPLOYMENT, ABILITIES & POTENTIAL
BY: Felowo Ha
BX: 2012;12:63 14:50;38  Edward FitzGerald, County Executive
T. DATE:

# 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 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.

## 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. <u>Invoicing Instructions/Reporting Requirements:</u>

- 1. The PROVIDER shall submit monthly invoices to the Cuyahoga County Department of Workforce Development for payment.
- 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 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 Cuyahoga County Department of Workforce Development pursuant to the requirements imposed by the Ohio Rehabilitation Services Commission (ORSC).
- 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 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.
  - 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 Cuyahoga County Department of Workforce Development; and
  - b) Invoices and/or participant reports that are more than <u>sixty (60)</u> calendar days late will place a **hold** on further new enrollments with the PROVIDER after written notification by the Cuyahoga County Department of Workforce Development; and
  - c) Invoices and/or participant reports that are more than <u>ninety (90)</u> calendar days late will place a **hold** on future invoice reimbursements to the PROVIDER after written notification by the Cuyahoga County Department of Workforce Development.
- 6. The final request for payment reimbursement by the PROVIDER must be received by the 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**

# LINKING EMPLOYMENT, ABILITIES & POTENTIAL

# October 1, 2012 – September 30, 2013

1. DIRECT COSTS	
A. Salaries	\$193,943.74
B. Travel	\$4,555.00
C. Supplies	\$19,976.40
D. Equipment	\$0.00
E. Staff Development	\$2,850.00
F. Occupancy	\$22,334.43
G. Community Work Experience	\$0.00
TOTAL OPERATIONAL COSTS	<u>\$243,659.57</u>
2. OTHER COSTS A. Indirect Costs B. Other	\$32,406.00 \$0
TOTAL OTHER COSTS	<u>\$32,406.00</u>
TOTAL PROGRAM BUDGET FOR PROPOSED SERVICES:	<u>\$276,065,57</u>