

# **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") and **OHIOGUIDESTONE** with principal offices located at **202 EAST BAGLEY ROAD, BEREA, OH 44017** (the "CONTRACTOR").

## **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 CONTRACTOR provide various employment and training services under the Act and the CONTRACTOR 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 CONTRACTOR will implement a Customized Training Program for an estimated 240 to 300 trainees, to accomplish the following:

- Improve the occupational skills of specified employer's workforce;
- Introduction of new technologies;
- Introduction to new service procedures;
- Raise the skill level of workers that lead to promotion and career advancement;
- Reduction in employee turnover

The CONTRACTOR (OhioGuidestone) will provide workforce readiness training in conjunction with the Cleveland Clinic's Patient Care Assistant Training Program. Training participants will be Patient Care Nursing Assistant (PCNA) who will be recruited and employed by the Cleveland Clinic. Training sessions will take place over a three-week period, with a maximum of 40 hours of training provided by OhioGuidestone in week one, 8.5 hours in week two and 8.5 hours in week three.

The total training program budget is estimated to be \$90,000.00. The CONTRACTOR will contribute \$30,000.00 and the COUNTY will reimburse up to \$60,000.00.

See Attachment B, Customized Training Application for detailed scope of services.

## **II CONFIDENTIALITY:**

In signing this Agreement, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 **November 1, 2013** through **November 30, 2014.** Under this timeframe, the CONTRACTOR 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 CONTRACTOR shall be reimbursed for an amount not to exceed \$60,000 for the costs of Training. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR. The CONTRACTOR 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 CONTRACTOR 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:**

Contractor hereby indemnifies, defends and holds harmless the County and its respective officers, officials, directors, board members, employees, and agents, from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, that result from (a) the negligent acts or omissions of Contractor, including all of its officers, owners, principals, subcontractors, employees, and agents, or (b) breach or default by Contractor under any terms or provisions of this Contract.

Contractor acknowledges that, as an political subdivision of the State of Ohio, the County does not indemnify any person or entity. Contractor agrees that no provision of this Contract or any other contract or agreement between Contractor and the County may be interpreted to obligate the County to indemnify or defend Contractor or any other party.

### **Insurance Requirements**

Contractor shall procure, maintain and pay premiums for the insurance coverage and limits of liability outlined below with respect to products, services, work and/or operations performed in connection with this Contract:

The Contractor shall procure, maintain, and pay premiums for the following forms of insurance:

- 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.

#### **Requirements for All Insurance Coverage**

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. If the Bid/Proposal/RFP specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFP specifications shall govern.
7. 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.

#### **Governing Law/Jurisdiction**

This Contract shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The parties agree that the state and federal courts sitting in Ohio will have

exclusive jurisdiction over any claim arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts. Contractor hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason.

**Annual Appropriations**

*For contracts in excess of \$50,000.*

All of the County's obligations under this Contract are contingent upon the County Council's appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract year. In the event the funds necessary for the continuation of this Contract are not appropriated or approved, the County will notify the Contractor of such occurrence in writing. This Contract shall thereafter terminate and be rendered null and void on the last day of the last fiscal period for which appropriations were made. Such termination is made pursuant to and in accordance with the terms of this Contract and shall not be considered to be a breach or default on the part of the County, and shall not result in the County having liability to the Contractor or any third party for any penalty, liability or any other expense.

**VII ANTI-DISCRIMINATION:**

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR.

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

In no event, shall the making by the COUNTY of any payment to the CONTRACTOR

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 CONTRACTOR, 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 CONTRACTOR, 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: EMPLOYMENT CONNECTION  
ATTENTION: CHIEF FINANCIAL OFFICER  
1020 BOLIVAR ROAD  
CLEVELAND, OHIO 44115**

**CONTRACTOR: OHIOGUIDESTONE  
JOSEPH R. ZIEGLER, VP OF FINANCE AND ADMIN  
202 EAST BAGLEY ROAD, BEREA, OH 44017**

## **XIV REPORTING AND EVALUATION:**

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR. All required reports should be to the attention of:

Employment Connection  
Attention: Chief Financial Officer  
1020 Bolivar Road  
Cleveland, OH 44115  
(216) 698-2363

**XV EMPLOYEE ELIGIBILITY:**

The CONTRACTOR 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 CONTRACTOR assures that all employees subject to Selective Service registration have in fact registered.

**XVI EXTENT OF AGREEMENT:**

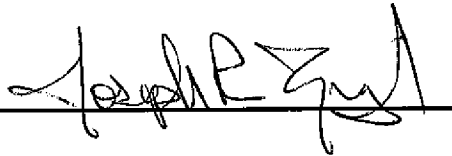
All other provisions of performance are contained herein. This Agreement, with all EXHIBITS and attachments hereto, represents the entire and integrated Agreement between the COUNTY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement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

**XVII ELECTRONIC SIGNATURE:**

THE CONTRACTOR AGREES ON BEHALF OF THE SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, THAT ALL CONTRACT 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. THE CONTRACTOR ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITY AND PERSONS, 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.

**OHI GUIDESTONE**

BY: 

**COUNTY OF CUYAHOGA, OHIO**

Edward FitzGerald, County Executive

BY:   
Edward FitzGerald, County Executive

## PAYMENT SCHEDULE & BUDGET SUMMARY

Payments will be made on a cost reimbursement basis. CONTRACTOR may request reimbursement for their actual training costs incurred in accordance with the following limitations:

- At no time may the amount requested exceed the contractor contribution to-date;
- To receive payment, the CONTRACTOR agrees to submit invoices in accord with Attachment C, which details expenditures made by the CONTRACTOR in accordance with the approved budget summary.

Payment shall be made by the City of Cleveland/Cuyahoga County Department of Workforce Development upon receipt of a completed and signed invoice containing appropriate documentation. Appropriate documentation shall consist of, but is not limited to:

- Time records of Contractor's staff providing training;
- Type of training;
- Individuals trained and training dates.

The final request for payment reimbursement by the CONTRACTOR 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 honored for reimbursement.

The CONTRACTOR shall comply with fiscal management guidelines for allowable costs as established for all expenditures made under this Contract for which reimbursement is requested. The CONTRACTOR 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 CONTRACTOR.
7. All invoices will be compared with the Contract or other authorizing documents for propriety and validity before payment.
8. The CONTRACTOR'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 CONTRACTOR.
11. The CONTRACTOR 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>CONTRACTOR CONTRIBUTION</b>	<b>TOTAL</b>
<b>Instructor Wages</b> (Break out costs for individual programs including total hours and instructor wages)	\$60,000		\$60,000
<b>Curriculum Development</b>			
<b>Materials/Supplies Textbooks (itemize)</b>			
<b>Training Equipment (itemize)</b>			
<b>Supervision and Program Support</b>		15,300	15,300
<b>Technology and support</b>		5,700	5,700
<b>Administration</b>		9,000	9,000
<b>Travel</b>			
<b>Trainee Wages*</b> (attach payroll register)			
<b>Total</b>	<b>\$60,000</b>	<b>\$30,000</b>	<b>\$90,000</b>