

**Kankakee County and  
Grundy Livingston Kankakee Workforce Board  
Contractual Agreement for Youth Programs  
Local Workforce Development Area #11**

**Fiscal Agent:**  
Kankakee County  
189 E. Court Street  
Kankakee, IL 60901

**Contractor:**  
Kankakee Community College  
100 College Dr  
Kankakee, IL 60901

**Office Location:**  
Livingston Workforce Services  
211 E. Madison  
Pontiac, IL 61764

**Administrative Entity:**  
Grundy Livingston Kankakee Workforce Board  
200 E. Court Street, Suite 506  
Kankakee, IL 60901

**Agreement Number:** 17-02

**Contractor DUNS Number:** 067417923

**Program Title:** Livingston Young Adult Program

**Contract Funding:** \$118,418

**Activity:** 1Y - Youth Services

**Contract Duration:** July 1, 2017 to June 30, 2018

This agreement consists of:

- I. Recitals
  - II. Purpose
  - III. Scope of Work
  - IV. Terms of Agreement
  - V. Financial Management Provisions
  - VI. Program Management, Performance Standards, and Monitoring
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Attachment B      Invoice  
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## I. Recitals

WHEREAS, the Government of The United States of America enacted Public Law 113 - 128 on July 22, 2014 creating the Workforce Innovation and Opportunity Act, 29 USC 2801et sec., repealing and replacing the Workforce Investment Act , and authorizing funds for the purpose of providing local areas with funds for workforce training and education and economic development activities.

WHEREAS, The Kankakee County Board passed resolution # 98-03-10-034 on March 10, 1998 authorizing and directing the County Board Chairman to continue to partner with the counties of Livingston and Grundy as a single unified contiguous group of counties in the designation of any new Workforce Development Areas.

WHEREAS, the Governor of the State shall designate local workforce development areas under H.R. 803 Sec.106 (a) (b) et. seq. to receive an allotment, and on July 16, 2015, the Governor of the State of Illinois, Bruce Rauner, designated the Counties of Grundy, Livingston and Kankakee as Local Workforce Development Area Number Eleven (11), and,

WHEREAS, the County Board Chairpersons of Grundy, Livingston and Kankakee Counties all signed a CEO Agreement on July 10, 2015, said agreement granting signature authority to the Kankakee County CEO after reviewing and majority approval on all pertinent action items and appointing Kankakee County as the Grant recipient responsible for receipt of grant funds from the State of Illinois and disbursement of funds as approved by the Workforce Board and the County CEOs and,

WHEREAS, the chief elected official in a local workforce development area shall serve as the local grant recipient for and shall be liable for any misuse of grant funds allocated to the local Workforce Area under H.R. 802, Sec. 107(d) (12) (B) (i) (I) (II), and,

WHEREAS, the CEO Workforce Board Agreements in force and effect make the grant recipient, Kankakee County, responsible for receipt and disbursement of funds received from the State of Illinois, thereby necessitating the use of Kankakee County personnel and resources and,

WHEREAS, under H.R. 803 Sec.107 (d) (12) (B) (i) (II) the chief elected official of the grant recipient may designate an entity to serve as a grant recipient or as a local fiscal agent and under H.R. 803 Sec. 107 (d) (12) (B) (i) (III) the local grant recipient or designated entity shall disburse funds for workforce development activities at the direction of the local board, and

WHEREAS, the Kankakee County Board, in its resolution # 2004-05-11-104, resolved to become the fiscal agent and grant recipient for Grundy Livingston Kankakee Workforce Area #11 funds effective July 1, 2004;

THEREFORE, in consideration of the premises and the mutual covenants and obligations contained herein, and subject to the terms and considerations hereinafter stated, the parties hereto understand and agree as follows:

## II. Purpose

1. The Workforce Innovation and Opportunity Act (ACT) is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy.
2. It is in consideration of the above and toward these ends that this contract is entered into among Kankakee County, the Grundy Livingston Kankakee Workforce Board and **Contractor** (Contractor) for provision of training and/or services to benefit Workforce Innovation and Opportunity Act (WIOA) youth participants as described in the proposal submitted by the Contractor and attached to and made a part of this contract.

## III. Scope of Work

In consideration for the grant funds to be provided, the Contractor agrees to perform the project described in the Scope of Work hereof, in accordance with the provisions of the Budget.

1. All activities and services performed by Contractor shall be in accordance with the Workforce Innovation and Opportunity Act, DOL Training and Employment Guidance Letter No. 17-15, state and local workforce policies and Contractor submitted youth proposal.
2. Contractor will provide programmatic and follow up services to youth in accordance with the Act.
3. Contractor shall expend 20% of total funds on work based learning activities. Work based learning is defined as paid and unpaid work experiences, including summer employment opportunities, internships, pre-apprenticeship programs, job shadowing and on the job training opportunities.
4. Contractor agrees 75% of total funds will be expended on out of school youth. Out of school youth is defined as a youth between the age range of 16 - 24 years old who is not attending any school including secondary or post secondary.
5. Contractor shall be responsible for meeting or exceeding the federal performance standards for WIOA in accordance with the goals established by DCEO as listed in Attachment D or any additional performance criteria established by the Workforce Board.

## IV. Term of Agreement

### A. Terms of Agreement

1. The activities authorized under this agreement shall commence on or after the 1<sup>st</sup> day of July 2017 and shall terminate on the 30<sup>th</sup> day of June 2018. This period shall constitute the period of performance for the provisions of the program and this Agreement. This contract can be renewed for up to two additional year contingent upon meeting WIOA performance as outlined in this contract, satisfactory fiscal and program monitoring, satisfactory contractor performance and funding.
2. All funds obligated or expenditure authority granted through this Agreement and other related authorizing documents are contingent upon funding to the Kankakee County Board from the Department of Commerce and Economic Opportunity (DCEO). Therefore, any and all such obligations or grant shall cease and be void immediately upon:
  - a. Failure of funding by the U.S. Department of Labor (DOL), and/or DCEO.
  - b. Failure of the Kankakee County Board to accept or maintain Fiscal Agent status under the grant from DCEO.

3. As required under Federal regulations contained in 2 CFR 200.92, the sub recipient is informed of the proper Federal award identifying information (shown below).

This Federally funded award is identified by:

CFDA #:	17.259
CFDA Title:	WIOA Youth Activities
Federal Awarding Agency:	U.S. Department of Labor

4. Contractor cost allocation plan including its indirect cost rate has been locally negotiated and approved between Contractor and Kankakee County.
5. Indirect Cost Rate: Contractor has a federally approved indirect cost rate of 37%.
6. This agreement is a sub award to the Contractor under Contractor DUNS number.

**B. Modification and Assignment of Agreement**

1. Changes or modifications to this contract shall be bilateral in nature except when required by changes from DOL, State of Illinois, or Local Workforce Development Area #11 as a result of regulations, policies, or funding, or when required by a change in Federal or State law. Modifications shall be in writing utilizing appropriate Kankakee County and Workforce Board Forms.
2. The contractor shall not assign training and/or services to be performed under this contract. Payments to be made under this contract will be made only to the contractor who shall be held responsible for its terms and provisions. Subcontracts for training and/or services must have prior written approval of the County and Workforce Board for Area #11 and are subject to approval by the State of Illinois. Any and all such subcontracts must have written contractual guarantees of the requirements, certifications and prohibitions contained within this contract. Second tier subcontracts are strictly forbidden

**C. Suspension**

If the contractor fails to comply with the requirements of this contract, Kankakee County and/or the Workforce Board may suspend the contract and withhold further payments or prohibit the contractor from incurring additional obligations, pending corrective action by the contractor or a decision to terminate.

**D. Termination**

This agreement may be terminated as follows:

1. Termination for Convenience: The contractor agrees that the performance of work under this contract may be terminated in whole or in part by Kankakee County and the Workforce Board whenever they determine that such termination or suspension is in the best interests of Kankakee County, State of Illinois, Local Workforce Development Area #11, or the Federal government. Termination of work hereunder shall be affected by delivery of written correspondence to the contractor specifying the extent to which performance of work under the contract is terminated and the date such termination becomes effective. In no instance shall a termination for convenience be effective in less than ten (10) days after receipt of notice thereof. The contractor agrees that in the event funds authorized for expenditure by Kankakee County are reduced by DOL or DCEO, Kankakee County reserves the right to suspend or to terminate this contract.
2. Termination for Cause: The contractor agrees that if, through any cause, the contractor shall fail to fulfill in a timely and proper manner its obligations under this contractor, or if the contractor shall violate any of the covenants, agreements, or stipulations of the contract, Kankakee County and the Workforce Board shall thereupon have the right to

terminate this contract, by giving written notice to the contractor of such termination and specify the effective date thereof, at least 30 days before the effective date of such termination. In such event, the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In case of corrective action Kankakee County and the Workforce Board may suspend reimbursement until such corrective action has been made. If no corrective action has been taken within 10 days, the contract may be terminated immediately and the contractor is entitled only to the allowable cost incurred to date of suspension. Notwithstanding the above, the contractor shall not be relieved of liability to Kankakee County and the Workforce Board for damages sustained by Kankakee County and/or the Workforce Board by virtue of a breach of the contract by the contractor, and Kankakee County may withhold any payment to the contractor for the purpose of setoff until such time as the exact amount of damages due Kankakee County and/or the Workforce Board from contractor has been determined.

3. Termination of the Agreement by the Contractor: The contractor may cancel this Agreement by giving thirty (30) calendar days written notice to Kankakee County and the Workforce Board, said cancellation to be effective not less than the 30<sup>th</sup> calendar day after notice is given.

E. Legal action

The contractor shall immediately notify Kankakee County and the Workforce Board in the event the contractor is sued for any reason. The contractor further agrees to reimburse Kankakee County and/or the Workforce Board for any legal fees/costs if, for any reason, Kankakee County and/or the Workforce Board must sue the contractor.

## V. Financial Management Provisions

A. Expenditure Authority

1. Allowable costs under WIOA associated with this contract will be allowed on the contract start date.
2. Kankakee County agrees to reimburse the contractor for all lawful expenses incurred by the contractor as specified on the attached budget (**Attachment A**).
3. The contractor shall obtain approval from Kankakee County and the Workforce Board in advance for any application for additional funding which will have a significant effect upon the cost for providing services under this agreement.
4. The contractor shall inform Kankakee County and the Workforce Board of any other federal or state funding sources (i.e. Pell grants, Department of Rehabilitation Services, Veterans Administration, etc.) supporting costs associated with this contract. In the event that such other funding sources exist, WIOA costs may be reduced accordingly.

B. Reimbursements

1. Reimbursement will be made by authority of the Kankakee County Board, only upon timely submission of a properly completed and documented invoice (**Attachment B**). Instructions for completing this invoice form and information concerning what constitutes proper documentation of expenditures will be provided by Kankakee County fiscal staff.
2. Expenses as outlined in the approved budget shall be submitted to the Workforce Board no later than the tenth (10<sup>th</sup>) day of each month or the business day prior if the 10<sup>th</sup> day falls on a weekend. Invoices received after the tenth (10<sup>th</sup>) of each month will be subject to a charge of 1% of the total amount of the invoice deducted

from the reimbursement.

3. Expenses should be documented on the invoice with back-up documentation including a listing of certified participants receiving services. Payroll invoices shall include backup documentation including time sheets. A list of certified participants receiving services and showing the participant's status (in-school or out-of-school) must be provided each month.
4. Reimbursements shall not be construed as a waiver of Kankakee County's or the Workforce Board's rights to challenge the level of the contractor's performance under this agreement and to seek appropriate legal remedies.
5. Administrative costs including but not limited to off-site administrative salaries and benefits, and travel for non-program related purposes will not be reimbursed unless the Contractor receives prior approval from the Workforce Board and Kankakee County fiscal staff and costs are included in the approved budget.
6. A final invoice shall be submitted no later than July 10, 2018 to the County of Kankakee. Supplemental year-end costs must be submitted no later than July 13, 2018 to the County of Kankakee. Final budget documentation as well as documentation of enrollments and meeting agreed upon performance measures should be submitted with the final invoice. Reimbursement of final expenses may be based on Contractor performance. Final invoices received after July 13, 2018 will be subject to a charge of 5% of the total amount of the invoice.
7. A penalty of \$100 will be charged against final payment for each enrollment less than 35 enrollments. Enrollments shall be defined as youth who have completed a WIOA application and have been certified by Workforce Board staff in the Illinois Workforce Development System (IWDS). The Contractor must receive notification of certification from Workforce Board staff for a youth to be considered certified.

#### C. Accounting Procedures

1. The contractor will keep a separate accounting ledger for funds received from Kankakee County and funds dispersed from the WIOA account. Contractors with multiple agreements will maintain a separate ledger for each Agreement.
2. The contractor shall maintain detailed payroll accounts with backup documentation to include, but not limited to, time sheets.
3. Only properly reimbursable expenses may be charged to the WIOA account as authorized under this agreement.
4. The contractor assures that it will maintain adequate fiscal controls and will maintain all books, accounts, ledgers, and other financial records in accordance with generally accepted accounting procedures.
5. Kankakee County and the Workforce Board shall have full access to records maintained by the Contractor and records maintained by any entity or organization subcontracted by the Contractor to perform any function or services during the period of this contract and for up to five years following the termination of this contract.

#### D. Budget Modifications

Client expense line items may not be reduced by any amount without prior written approval of Kankakee County and the Grundy Livingston Kankakee Workforce Board in accordance with established budget modification procedures. Not more than 10% or \$250, whichever is greater, of other line items of contract funding may be transferred between line items during the term of this contract without the prior written approval of Kankakee County and the Workforce Board.

If costs for a budgeted line item are expected to deviate beyond the 10% or \$250 level, whichever is greater, a written budget modification request using established contract

modification forms contained in Workforce Board Policy 05-003 must be submitted to and approved by Kankakee County and the Workforce Board according to the established budget modification procedures contained in the policy. Any expenses incurred by the Contractor that create a variance of more than the specified amount in any one line item or that reduce any client expense line item by any amount that have not received written approval, may be considered disallowed costs and will become the responsibility of the Contractor.

E. Fiscal Monitoring

Kankakee County fiscal staff will monitor all youth programs at least once annually. Monitoring visits will be designed to determine the level of accuracy of fiscal management of the program according to DCEO and federal regulations. Monitoring visits may include site inspections, file review, staff interviews and/or invoice reviews. Additional elements may be added to fiscal monitoring visits at any time without notice to the Contractor.

**VI. Program Performance Standards and Monitoring**

A. Adherence to Locally Approved Board Policies

All Contractors must follow locally approved Workforce Board policies. A copy of all locally approved Workforce Board policies will be provided to the Contractor.

B. Performance Measure Criteria

The levels of performance for the Workforce Innovation and Opportunity Act ("WIOA" or the "Act") performance measures included in the Workforce Investment Plan submitted by the Grantee and incorporated by reference in this Agreement in the Scope of Work hereof, reflect the negotiated goals as agreed by the Department and the Local Workforce Development Area. The U.S. Department of Labor ("USDOL") has the option to raise the Department's state-level performance goals for any of these measures. These goals referred to in Scope of Work are subject to modification by DCEO, if the Department is required by USDOL to raise its state-level performance goals. In such event, the goals for such measures may be increased on a proportional basis by the minimum amount required to ensure that the collective planned levels of performance for all Local Workforce Development Areas is equal to the revised state-level performance goals as imposed by USDOL. Any changes necessitated as a result of the imposition of performance goals by USDOL, will not be subject to renegotiation with the Local Workforce Development Board or the Chief Elected Official.

1. Contractor shall be responsible for meeting or exceeding the federal performance standards for WIOA in accordance with the goals established by DCEO as listed in Attachment D or any additional performance criteria established by the Workforce Board.
2. Contractor performance in meeting or exceeding WIOA performance goals listed in Attachment D will be evaluated at the end of each program year (June 30). If the Contractor fails to meet WIOA performance goals or any other additional performance criteria established by the Workforce Board, the Contractor will be placed on probationary status and will be required to obtain technical assistance from the Workforce Board Executive Director to develop performance management strategies.
3. Contractors placed on performance probation will not be eligible for the award of additional contracts and/or discretionary funds the Workforce Board may make available during the probationary period.

4. Failure by the Contractor to meet WIOA performance goals and any other additional performance criteria as established by the Workforce Board during the probationary period will result in the termination of this Agreement in accordance with Article 4 Section 12 of this Agreement.
5. Contractor represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in Articles 3 and 7, and to provide and perform such services to the Workforce Board's satisfaction for the agreed compensation.
6. Contractor shall perform its duties, obligations, and services under this Agreement in a skillful, respectable and cost conscious manner. The quality of Contractor's performance and all interim and final product(s) shall be comparable to the best local, state and national services. Contractor shall make every effort to exercise economic reasonableness in all expenditures involved in the delivery of services under this Agreement.

C. Individual Service Strategy (ISS)

The individual service strategy for every participants is a required part of program design. It must include a work or career objective, identification of any skills or training necessary to achieve the career objective, an economic analysis for the purpose of counseling youth regarding work and self sufficiency, childcare, shelter, and support service needs. In addition, the individual service strategy should identify career pathways that include education and employment goal

The Individual Service Strategy (ISS) must identify the specific services needed to assist youth in securing a job, support services, and ancillary services that may be required to overcome other issues impacting the youth's ability to secure and maintain employment. Activities to which participants are referred should reflect a consideration of the client's assessment, economic analysis and educational levels.

D. Program Monitoring

Workforce Board staff will monitor all youth programs at least once annually. Monitoring visits will be designed to determine the success of the program based on the performance measures provided. Monitoring visits may include site visits, file review, staff interviews and/or participant interviews. Additional elements may be added to program monitoring visits at any time without notice to the Contractor.

E. Support Services

The Contractor shall assess youth for support services necessary for them to be able to participate and succeed in program activities. Support services shall be provided only after ascertaining that the services are not available through any other resource in the County. Costs associated with supportive service delivery may be disallowed if identical resources are available in the County at no cost. Support services and their delivery must follow the locally approved Workforce Board policies governing them, state policies, federal rules and regulations including OMB Circular 2.CFR 200.

F. Documentation of Receipt of Services

The Contractor must maintain records of all documents related to the disbursement of



support services, including but not limited to participant time and attendance records signed by the participant when necessary to substantiate attendance and/or payment to the participant.

G. Youth Incentives

Youth incentives and or stipends will be reimbursed in accordance with local Workforce Board Youth Incentive policy.

H. Data Entry

The Contractor is responsible for data entry. Workforce Board staff will issue the Contractor a user identification and password for the Illinois Workforce Development System (IWDS), the State of Illinois' information management system. Contractor agrees to adhere to state and/or local board policies on IWDS data entry guidelines.

I. Case Notes

The Contractor is responsible for entering case notes into IWDS for each enrolled participant. Case notes should document program contact with the participant and participant progress toward established goals. Case notes should be entered every 30 days for each participant.

J. Individual Training Accounts

Enrolled out-of-school youth are eligible for an Individual Training Account (ITA) per WIOA regulations, state and local policies. An ITA must be issued to any participant enrolled in a training program that leads to a credential and is listed on the statewide eligible training provider list of certified training programs. Costs will be disallowed if WIOA funds are spent for training programs not listed on the certified statewide list. Any participant enrolled in an ITA must have an ITA service line opened in IWDS and must follow locally approved Workforce Board policies regarding the use of the ITA.

K. Follow Up Services

Follow up services must be provided to all participants for a minimum of twelve (12) months after the date of exit and governed by the Workforce Board follow up services policy. Follow up services must be documented in case notes. Follow up services are the responsibility of the Contractor, regardless of the continuation of the program contract.

L. Penalty Clause

Any errors identified by Contractor, the Kankakee County Finance Department, Workforce Board staff, and/or state or federal oversight entities, shall be corrected within 30 days of identification and notification to Contractor. If data entry corrections are not made within the 30 day correction period, contractor shall be fined \$100.00 (one hundred dollars) per day per customer.

## VII. Administrative Standards and Procedures

A. General Assurances

The Contractor agrees to comply with all federal, state, and local regulations, rules, laws and policies. Such compliance shall include but not be limited to:

1. The Contractor shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards under the Office of Management and Budget (OMB) Circular 2 CFR 200, Cost the applicable Office of Management Budget circulars and with the regulations and policies promulgated

- there-under, including any and all future revisions thereto.
2. The Contractor's buildings and surroundings pose no threat to the health, safety or welfare of employees. Such buildings and surroundings to the best knowledge of the Contractor also meet standards set forth in rules and regulations of the Occupational Safety and Health Administration.
  3. The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.
  4. The Contractor shall comply with mandatory standards and polices to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy Conservation Act.
  5. The Contractor shall not enroll individuals under 18 years of age in any occupation which the U.S. Secretary of Labor has found to be particularly hazardous for persons between 16 and 18 years of age.
  6. The Contractor will comply with the Davis - Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR 5).
  7. The Contractor shall comply with all applicable business, licensing, taxation, and insurance requirements.
  8. The Contractor shall comply with the Copeland "Anti-Kickback" Act as supplemented in DOL regulations (29 CFR 3).
  9. The Contractor will comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 - 330) as supplemented by DOL regulations (29 CFR 5).
  10. The Contractor will notify the Workforce Board and Kankakee County of any discovery or invention, which arises or is developed under this contract. Subsequent patent rights will be governed in accordance with 37 CFR part 401.
  11. Income generated through the copyrighting of any material produced, in whole or in part, under the contract shall be returned to Kankakee County.
  12. The Contractor certifies that this Agreement is not in violation of the Educational Loan Default Act (5 ILCS 385/3) prohibiting certain contracts to individuals who are in default on an educational loan.
  13. The Contractor certifies that it will comply with the requirements of the Drug Free Workplace Act (30 ILCS 580/1 et seq.).
  14. The Contractor certifies that neither it nor its employees have been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois, County of Kankakee, County of Grundy, County of Livingston nor federal government nor has any of its employees made an admission of such conduct which is a matter of record as defined in the Illinois Procurement Code (30 ILCS 500/50-5).
  15. The Contractor certifies that neither it nor any substantially owned affiliate company of Contractor is participating or will participate in an international boycott, as defined by the provisions of the U.S. Export Administration Act of 1979, or as defined by the regulations of the U.S. Department of Commerce, promulgated pursuant to that Act (30 ILCS 582/1 et seq.).
  16. The Contractor is required to comply with all federal, state and local laws including but not limited to the filing of any and all applicable tax returns. In the event that Contractor is delinquent in filing and/or paying any federal, state and or local taxes, the County shall disburse funds only if the contractor enters into an installment payment agreement with said tax authority and remains in good standing therewith. Contractor is required to tender a copy of any such installment agreement to the County. The execution of this contract is a certification by the contractor that it is current as to the filing and payment of any federal, state and/or local taxes and is not delinquent in its payment of moneys owed to any federal, state or local unit of government.

17. The Contractor further certifies by execution of this Agreement that it has not been barred from contracting with a unit of state, federal nor local government as a result of bid rigging or bid rotating. (720 ILCS 5/33 E-3 and 5/33 E-4).
18. Nothing in this Agreement shall be considered to create the relationship of employer and employee or principal and agent between the parties hereto. In the performance of this Agreement the Contractor shall be deemed at all times to be an independent contractor. The parties agree that any personnel or entity hired or retained by the Contractor shall in no circumstances be considered an employee, officer nor agent of Kankakee County, Grundy County, Livingston County, the County CEOs, nor the Workforce Board.
19. This program is subject to the provisions of the "Jobs for Veterans Act," Public Law 107-288, which provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the Department of Labor. Please note that, to obtain priority service, a veteran must meet the program's eligibility requirements. Contractor must comply with DOL guidance on veterans priority. ETA Training and Employment Guidance Letter (TEGL) No.10-09 (November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL.

**B. Non Discrimination**

The Contractor agrees that during the performance of this contract it will not discriminate against any employee/trainee or applicant on the basis of race, color, religion, national origin, sex, age, disability, political affiliation, or belief, and further that it will take affirmative action to ensure that employee/trainee and applicants for training and/or services are treated without regard to the same.

As a condition to the award of financial assistance under WIOA from the Department of Labor, the Contractor agrees that it will comply with the nondiscrimination and equal opportunity provisions in the Workforce Investment Act of 1998 Sections 134(b), 136(d)(2)(F), 136(e), 172(a), 183(c), 185(c)(2), 185(d)(1)(E), 186, 187, and 188; U.S. DOL Regulations at 29 CFR part 37; Age Discrimination Act of 1975, as amended; U.S. DOL Regulations at 20 CFR 652; The Illinois Human Rights Act, as amended and its Rules and Regulations; The American with Disabilities Act of 1990; the Civil Rights Restoration Act of 1987; Executive Order 11246, as amended; U.S. DOL Regulations at 29 CFR Part 1604, Guidelines on Discrimination because of Sex, Sexual Harassment; Section 503 of the Rehabilitation Act of 1973, as amended; Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; U.S. DOL Regulations at 29 CFR parts 31 and 32 including the Nontraditional Employment For Women Act of 1991; Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; Executive Order 12250; Age Discrimination in Employment Act of 1967; Equal Pay Act of 1963, as amended; and U.S. Department of Justice Regulations at 28 CFR Part 42, Subparts F & H.

**C. Political Activities**

1. Persons governed by Chapter 15 or Title V, U.S. Code, The Hatch Act, shall comply with its provisions as interpreted by the United States Office of Personnel Management. These provisions apply generally to any person whose principal employment is in connection with any activity financed by Federal grants, loans, or other Federal funding.

2. No person may engage in partisan or nonpartisan political activities during hours for which the person is paid with WIOA funds.
3. The selection or advancement of WIOA paid employees as a reward for political services or as a form of political patronage is prohibited.

D. Conflict of Interest

The Contractor shall establish safeguards to prohibit officers, directors, agents and employees from using positions of employment for a purpose that is or gives the appearance of being motivated by a desire for a private gain for themselves or others, particularly those with whom they have family, business, or other ties. Through execution of this agreement the Contractor certifies that it has no public or private interest, direct or indirect, and shall not acquire directly nor indirectly any such interest, which conflicts in any manner with the performance of contractor's services and obligations under this agreement.

E. Maintenance of Effort

The Contractor assures that WIOA funded positions under this agreement:

1. Result in an increase in employment and training opportunities over those which would otherwise be available.
2. Do not result in the displacement of currently employed workers, including partial displacement, such as reduction in hours of non-overtime work, wages or employment benefits.
3. Do not infringe in any way upon the promotional opportunities of current employees.
4. Do not impair existing contract for services, or result in the substitution of Federal funds in connection with work that would otherwise be performed, including services normally provided by temporary, part time or seasonal work through contracting such services out.
5. Will not be used to replace laid off workers who had the same or similar job duties or positions.

F. Record Keeping and Retention of Records

1. The Contractor, and any subcontractors employed by the Contractor, shall keep such financial and personnel records concerning WIOA participants covered by this Agreement as may be required by any of the following:
  - i. Contractor personnel policy
  - ii. Generally accepted accounting procedures
  - iii. This Agreement
  - iv. DCEO
  - v. DOL
2. Such records shall be made available at any reasonable time, for the purpose of inspection, audit, review, and/or copying, to properly authorized staff or any duly authorized representative.
3. Such records shall be maintained in good order and available for inspection for a period of five (5) Federal fiscal years following the Federal fiscal year to which the record is applicable. The Contractor shall be responsible for costs for maintenance.
4. Such records shall be retained beyond five (5) Federal fiscal years if any litigation or audit is begun or if a claim is instituted involving this Agreement. In these instances the records will be retained beyond five (5) Federal fiscal years until litigation, audit, or claim is finally resolved.
5. The Contractor shall maintain documentation of participants and participant eligibility.

G. Audit Requirement

1. The Contractor assures that it will meet the audit requirements of the Single Audit Act of 1984, as amended in 1996 ("Single Audit Act") or 2 CFR 200 Subpart B – General Provisions; or Subpart F – Audit Requirements and the audit shall be performed in accordance with these provisions.
2. A copy of the completed audit report must be forwarded to Kankakee County within 30 days after completion of the audit.

H. Ownership of Nonexpendable Personal Property

It is understood that nonexpendable property purchased by contractor with funds provided under this grant agreement and nonexpendable personal property received from Kankakee County or Workforce Board shall not be the property of the contractor but shall be property of the program. Upon termination of this grant agreement, the Contractor shall surrender possession of such property to Kankakee County and/or Workforce Board.

I. Property Management

The Contractor may not purchase nonexpendable personal property items exceeding \$5,000 without Workforce Board prior written approval. The Contractor agrees to comply with OMB Circular 2 CFR 200 Sections 200.310 – 200.316, as applicable to its organization for management of nonexpendable personal property.

J. Procurement

The Contractor shall follow the procurement standards as established in 2 CFR 200 Sections 200.317 – 200.326

K. Salary and Bonus Limitations

None of the funds shall be used by the Contractor to pay the salary or bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. See Training and Employment Guidance Letter No. 05-06 for further clarification.

L. Consultant Rate Limitation

The total salary and bonus of any consultant that is considered a sub recipient who provides services under a program cannot exceed the daily rate equivalent of the Executive Level II salary level in effect at the time services are rendered.

M. Foreign Travel

Pursuant to WIOA section 181 (e), no funds received shall be used for foreign travel.

N. Personally Identifiable Information

Contractor must recognize and safeguard personally identifiable information (PII) and must have clearly established procedures that meet requirements under Training and Employment Guidance Letter (TEGL) No. 39-11.

O. Sectarian Activities

1. WIOA participants covered under this Agreement will not be employed in the construction, operation, or maintenance of that part of any facility, which is used for religious instruction or worship.
2. WIOA participants covered under this Agreement will not be involved, during periods paid by WIOA funds, in religious or anti-religious activities.

P. Nepotism

The Contractor assures that it will not hire any person into a WIOA funded position covered under this Agreement if a member of that person's immediate family is engaged in an administrative capacity for the Contractor.

Q. Lobbying Activities

The Contractor assures that WIOA participants or persons hired with funds from this Agreement will not be used in any way:

1. To attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress.
2. To attempt to influence in any manner State or local legislators to favor or oppose any legislation or appropriation by such legislatures.

R. Debarment and Suspension

The Contractor assures that it has not been debarred, suspended, declared ineligible or voluntarily excluded from federal or state funds and the Contractor will obtain contractual assurances that its subcontractors are not debarred, suspended, declared ineligible or voluntarily excluded from federal or state funds.

S. Unionization

1. The Contractor assures that it has provided notification of its intent to provide a training and/or services program under this agreement to any and all affected unions and that if applicable evidence of concurrence in the contractor's operation of the program is attached to this Agreement.
2. No WIOA funds provided under this Agreement may be used in any way to either promote or oppose unionization.
3. No WIOA funded employee may be placed into, or remain working in, any position which is affected by labor disputes involving a work stoppage. The Contractor agrees to notify the Workforce Board and Kankakee County immediately if any such labor dispute occurs. The Contractor agrees to follow instruction given by the Workforce Board and Kankakee County concerning the disposition of WIOA funded employees subsequent to such notification of labor dispute.
4. Nothing in this section shall prevent an employer from checking off union dues or service fees pursuant to applicable collective bargaining agreements or State Law.

T. Insurance Coverage

1. The Contractor shall provide Worker's Compensation insurance where the same is required and shall accept responsibility for the payment of unemployment insurance, premiums for Worker's Compensation.
2. Any Contractor providing training and/or services involving participants shall provide Kankakee County and the Workforce Board with a certificate of legal liability insurance for a minimum of one million dollars (\$1,000,000) annually. Any liability in the transportation to and from training and/or services shall be the responsibility and liability of the individual participants.

U. Grievance Procedure

The Contractor agrees that all WIOA participants' grievances and Contractor grievance initiated as a result of this agreement shall be received and resolved in accordance with LWDA 11's Grievance Procedure. The Contractor further agrees to be bound by Grievance Procedure determination.

V. Federal Funding Accounting and Transparency Act

Grantee must comply with the Federal Funding Accountability and Transparency Act of 2006

W. Publicity

No funds provided under this grant shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall grant funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

X. Program Names, Signage, and Publication

The Contractor may not undertake any publicity or publish for public consumption any results or information about its program or the participants without prior review by the Workforce Board Director. All radio and television announcements/advertisements and general newspaper articles and advertisements will be coordinated through the Workforce Board Director, and shall clearly indicate that the program is funded by the State of Illinois and/or the Workforce Board with funds granted under WIOA. Programs operated by Contractor regardless of the name under which the program is operated must indicate that the program is funded by the Workforce Board. All printed and Web based publications must follow guidelines provided by the Workforce Board. The Workforce Board reserves the right to review for final proof and approval any printed and/or Web based publication prior to publishing. Guidelines concerning publication are contained in **Attachment C**.

Y. Requirements to Provide Certain Information in Public Communication

Pursuant to P.L. 113-114, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all recipients receiving Federal funds shall clearly state: (1) The percentage of the total costs of the program or project which will be financed with Federal money; (2) The dollar amount of Federal funds for the project or program; and (3) The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Z. Travel Regulations

Costs in accordance with 2 C.F.R. § 200.474 and the latest State of Illinois Travel Regulations or such reasonable travel policies approved and adopted by the Grantee are allowable for expenses for transportation, lodging, subsistence, and related items incurred by Grantee's employees who are in travel status on official business incident to the Grant program. If State of Illinois Travel Regulations are not followed by the

Grantee, the Grantee must have on file its approved travel policy for reference by the Department, the Comptroller of the State of Illinois, Comptroller General of the United States, or any of their duly authorized representatives. Provided, however, that travel expenses which exceed limitations established by Federal statute or regulation (including OMB circulars, etc.) applicable to this Agreement are not allowable costs under this Agreement.

- i. For reimbursement on a mileage basis, this federal award cannot be charged more than the maximum allowable Mileage Reimbursement Rates for Federal employees. Mileage rates must be checked annually at [www.gsa.upv/mileag](http://www.gsa.upv/mileag) to ensure compliance the Grantee must retain receipts on file as source documentation for travel expenses of its employees.
- ii. This award waives the prior approval requirement for domestic travel as contained in 2 CFR 200.407. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the non-Federal entities written policies and procedures. All travel must also comply with Fly America Act ( 49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a US Flag air carrier if service provided by such carrier is available.
- iii. No funds made available through DOL appropriations may be used for travel and conference activities that are not in compliance with Office of Management and Budget Memorandum M-12-12 dated May 11, 2012 or any subsequent revisions to that memorandum.

**AA. Requirement for Unique Entity Identifier**

Grantee must notify potential sub grantees that no entity may receive a sub grant unless the entity has provided its unique entity identifier to you. Grantee and sub grantees must maintain the information in the System of Award Management until the final financial report required under this award or receive the final payment, whichever is later. This requires Grantees to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

*"System of Award Management (SAM)"* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site ([www.sam.gov](http://www.sam.gov)).

*"Unique entity identifier"* means the identifier required for SAM registration to uniquely identify business entities.

**BB. Bonding**

The Grantee shall provide bonding for every officer, director, agent or employee who handles funds (cash, checks or other instruments of payment for program costs) under this Grant Agreement. The amount of coverage shall be the higher of: (1) the highest cash draw down planned during the term of this Agreement, or (2) \$100,000.



#### CC. Intellectual Property Rights

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a sub grant or contract under the grant or sub grant; and ii) any rights of copyright to which the grantee, sub grantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work. If revenues are generated through selling products developed with grant fund; including intellectual property, these revenues are program income. Program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

If applicable, the following needs to be on all products developed in whole or in part with Grant Funds:

*"This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner."*

#### DD. Creative Commons License Requirement

Pursuant to 2 CFR 2900.13, to ensure that the Federal investment of DOL funds has as broad an impact as possible and to encourage innovation in the development of new learning materials the recipient will be required to license to the public all work created with the support of this grant under a Creative Commons Attribution 4.0 (CC BY) license. Work that must be licensed under the CC BY includes both new content created with the grant funds and modifications made to pre-existing, recipient-owned content using grant funds.

This license allows subsequent users to copy, distribute, transmit, and adapt the copyrighted Work and requires such users to attribute the Work in the manner specified by the recipient. Notice of the license shall be affixed to the Work. For general information on CC BY, please visit <http://creativecommons.org/licenses/by/4.0>. Instructions for marking your work with CC BY can be [https://wiki.creativecommons.org/marking\\_your\\_work\\_with\\_a\\_CC\\_license](https://wiki.creativecommons.org/marking_your_work_with_a_CC_license).

Only work that is developed by the recipient in whole or in part with grant funds is required to be licensed under the CC BY license. Pre-existing copyrighted materials licensed to, or purchased by the recipient from third parties, including modifications of such materials, remains subject to the intellectual property rights the recipient receives under the terms of that particular license or purchase. In

addition, works created by the recipient without grant funds do not fall under the CC BY license requirement. The purpose of the CC BY licensing requirement is to ensure that materials developed with funds provided by this award result in work that can be freely reused and improved by others. When purchasing or licensing consumable or reusable materials, the recipient is required to respect all applicable Federal laws and regulations, including those pertaining to the copyright and accessibility provisions of the Federal Rehabilitation Act.

In addition to the guidance set forth in 2 CFR 200.315(d)(3), USDOL requires intellectual property developed under a competitive Federal award process to be licensed under a Creative Commons Attribution license. This license allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Grantee

**EE. Reporting Waste, Fraud, and Abuse**

Pursuant to P.L. 113-114, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

**FF. Prohibition on Trafficking in Persons**

This Agreement may be terminated without penalty, if the Grantee, Grantee's Employees, Sub grantees, or Sub grantee Employees, engages in (i) severe forms of trafficking in persons during the period of time that the grant is in effect; (ii) the procurement of a commercial sex act during the period of time that the grant is in effect, or (iii) the use of forced labor in the performance of the grant, contract, or cooperative agreement; or (iv) acts that directly support or advance trafficking in persons. 22 U.S.C. § 7104(g). Grantee must inform the Department immediately of any information you receive from any source alleging a violation of this provision.

"Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

"Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Employee" means (i) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or (ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

**GG. Requirements For Conferences and Conference Space.**

Conferences sponsored in whole or in part by the recipient of Federal awards are allowable if the conference is necessary and reasonable for the successful performance of the Federal Award. Recipients are urged to use discretion and judgment to ensure

that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR 200.432. Recipients will be held to the requirements in 2 CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

HH. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101- 391, as amended).

II. Executive Order 13043. Seat Belts:

Pursuant to Executive Order 13043 {April 16, 1997), Increasing the Use of Seat Belts in the United States, Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned. Grantee must comply with the Illinois Vehicle Code (625 ILCS 5/12-603.1).

JJ. Executive Order 133513

Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, Grantee is encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or Government-owned, Government-leased, or Government rented vehicles, or while driving privately owned vehicles when on official Government business or when performing any work for or on behalf of the Government. Grantee and its subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of Executive Order 13513

KK. Buy American Notice Requirement.

None of the funds made available under Titles I or II WIOA or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) may be expended by an entity unless the entity agrees that in expending the funds it will comply with 41 U.S.C. §§ 8301-8303 (commonly known as the "Buy American Act").

LL. Executive Order 12928

Pursuant to Executive Order 12928, the Grantee is strongly encouraged to provide subcontracting/sub granting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

MM. Executive Order 13166

Pursuant to Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Grantee must take reasonable steps to ensure the LEP persons have meaningful access to programs in accordance with USDOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [5/29/2003] Volume 68, Number 103, Pages 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Grantee is

encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities.

NN. Restriction on Health Benefit Coverage for Abortion

Pursuant to P.L. 113-114, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion is due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless and abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

OO. Restriction on the Promotion of Drug Legalization

Pursuant to P.L. 113-114, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

PP. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to P.L. 113-114, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

QQ. Requirement for Blocking Pornography

Pursuant to P.L. 113-114, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

RR. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq.*, provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

SS. Architectural Barriers

The Architectural Barriers Act of 1968, 42 U.S.C. 4151 *et seq.*, as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C

and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

- TT. Prohibition on Contracting with Inverted Domestic Corporations  
No funds made available under a Federal Act may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 835(b) of the Homeland Security Act of 2002 (6 U.S.C. § 395 (b)) or any subsidiary of such an entity. Waivers to this regulation may be granted by the Secretary of Labor if the Secretary determines that the waiver is required in the interest of national security.
- UU. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities  
Pursuant to P.L. 113-114, Division E, Title VII, Section 745, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.
- VV. Prohibition on Contracting with Corporations with Felony Criminal Convictions  
Pursuant to P.L. 113-114, Division E, Title VII, Section 746, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.
- WW. Prohibition on Procuring Goods Obtained Through Child Labor  
Pursuant to P.L. 113-114, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by DOL prior to December 18, 2015.
- XX. Prohibition of Providing Federal Funds to ACORN  
Pursuant to P.L. 113-114, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.
- YY. Profit.  
Pursuant to 2 CFR 200.400(g), non-Federal entities may not earn or keep any profit resulting from federal financial assistance, except as authorized by WIOA Section 121(d) for One-Stop operators (American Job Centers) or service providers which are for-profit entities.

ZZ. Notification

Notification or delivery to the Workforce Board shall be to:

Grundy Livingston Kankakee Workforce Board  
Executive Director  
200 E. Court Street, Suite 506  
Kankakee, IL 60901

Notification or delivery to the Kankakee County Finance Department shall be to:

Kankakee County Finance Department  
Assistant Finance Director  
189 E. Court Street, Suite 300  
Kankakee, IL 60901

**VIII. Execution Page: Livingston County Yung Adult Program**

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature:

AS TO CONTRACTOR

BY: \_\_\_\_\_  
(Signature)

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

DATE: \_\_\_\_\_

AS TO GRUNDY LIVINGSTON KANKAKEE WORKFORCE BOARD

BY: \_\_\_\_\_  
(Signature)

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

DATE: \_\_\_\_\_

AS TO KANKAKEE COUNTY

BY: \_\_\_\_\_  
(Signature)

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

DATE: \_\_\_\_\_

## GRUNDY LIVINGSTON KANKAKEE WORKFORCE BOARD PUBLICATION GUIDELINES FOR SERVICE PROVIDERS

The Grundy Livingston Kankakee Workforce Board has developed publication guidelines for service providers to be used when publicizing programs and events funded in part or in whole by the Workforce Board. All service providers are required to follow these guidelines in all print, broadcast and electronic publications and promotions. As required by the state, the following sentence should be included in all print, broadcast, and electronic publications and promotions:

**All programs are Equal Opportunity Employer Programs, and auxiliary aids and services are available upon request to individuals with disabilities.**

The Workforce Board seeks to portray an accurate and consistent image to build a strong, positive identity for the Board and its partners in workforce development. If you have questions or need clarification on any guideline, contact the executive director of the Grundy Livingston Kankakee Workforce Board.

### PRINT AND ELECTRONIC GUIDELINES

**The following guidelines refer to all printed promotional pieces (ads, brochures and flyers, etc.), email promotions and web-based promotions.**

- Must include **Workforce Board logo** preceded by the words **Funded by** or **Funded in part by**
- It is preferred that the Workforce Board logo appear in all publications; if this is not feasible due to design constraints, the following wording must be used:  
**Funded by (or in part by) the Grundy Livingston Kankakee Workforce Board**
- Do not use GLK as an abbreviation for Grundy Livingston Kankakee. It should be called the Workforce Board; NOT the Workforce Investment Board.

### PRESS RELEASES

The following wording should be included in all press releases regarding programs and services funded by the Grundy Livingston Kankakee Workforce Board:

**This program is funded by (or in part by) the Grundy Livingston Kankakee Workforce Board.**

### BROADCAST MEDIA GUIDELINES

Paid advertisement and public service announcements on radio and television should end with the following wording:

**This program is funded by (or in part by) the Grundy Livingston Kankakee Workforce Board.**

The use of the Grundy Livingston Kankakee Workforce Board logo is required in television ads, unless technical considerations prevent it.

### LOGO REPRODUCTION

The Grundy Livingston Kankakee Workforce Board logo is available in color and black and white versions, provided in a variety of file formats. The logo is also available in Spanish. In all usages, reproduce the necessary logo from the originals provided by the board staff. **Never recreate the logo or reset any of the type included in the logo.** If you have earlier versions of these logos in your files, please destroy them, as the logo was updated in 2004. The logo may be used in color, in black and white, or in negative form as a light logo against a dark background.



Never reprint logo in any color other than those of the original logo.

**PMS colors for Workforce Board logo**

Blue: 534  
Burgundy: 1955

Accurate process color matches are acceptable. **If logo colors cannot be matched accurately, reproduce logo in black and white or use in negative form rather than introduce an inaccurate color.**

To maintain legibility, the Workforce Board logo should never appear smaller than 1 ½ inches wide.

**RIGHT TO REVIEW**

The Grundy Livingston Kankakee Workforce Board reserves the right to review a final proof of any printed or web-based publication before it is published. Similarly, it reserves the right to review the script of any broadcast promotion before it is aired.

### PY 2016/2017 Goal Acceptance Form

LWIA: 11

Performance Measure	PY 2016/2017 Performance Goal	Meet Goal 90% Threshold
<b>Adult</b>		
Employment Rate 2nd Quarter after Exit	72%	64.80%
Employment Rate 4th Quarter after Exit	71%	63.90%
Median Earnings	\$4,200	\$3,780
Credential Attainment	60%	54.00%
<b>Dislocated Workers</b>		
Employment Rate 2nd Quarter after Exit	76%	68.40%
Employment Rate 4th Quarter after Exit	75%	67.50%
Median Earnings	\$5,600	\$5,040
Credential Attainment	61%	54.90%
<b>YOUTH</b>		
Employment/Placement in Education Rate 2nd Quarter after Exit	50%	45.00%
Employment/Placement in Education Rate 4th Quarter after Exit	40%	36.00%
Credential Attainment	75%	67.50%