

**WORKFORCE INVESTMENT BOARD OF WILL COUNTY  
AND THE COUNTY OF WILL**

**Contract Number: 2015-200  
Modification Number: 2**

**ON-THE-JOB TRAINING PROGRAM CONTRACT**

For programs conducted under  
**Workforce Innovation and Opportunity Act  
Title I-B Funds**

The parties to the contract are the Workforce Investment Board of Will County and the County of Will, 302 N. Chicago Street, Joliet, IL 60432, and Employment & Employer Services, 223 W. Jackson Blvd., Suite 1005, Chicago, IL 60606.

The period covered by this contract is July 1, 2017 through June 30, 2018

On-the-Job Training: The maximum payment to Employment & Employer Services under this contract for the On-the-Job Training Program is \$470,615.

This Contract consists of the body of the contract, the assurances and certifications, and:

- Attachment I, Statement of Work
- Attachment II, Budget
- Attachment III, Evaluation Metrics and Reporting Requirements

The Provider's program/budget/participant service levels embodied in this contract reflect the changes made in the originally proposed program/budget/participant service levels as a result of the Workforce Investment Board's directives, budget review, clarifications, or negotiations. These changes are described below.

Program Provider:      Employment & Employer Services  
Contract #:              2015-200 modification 2  
Program:                 On-the-Job Training

1. Check one of the following, as applicable:

- Will County reviewed the proposed program budget for the above listed program and found it reasonable based on the backup provided and, if the program had been run in the past, historical record. No changes were made in the participant service level, content, length, outcomes, etc.
- During the program review process, Will County made corrections in budget figures because of calculation errors, inclusion of unallowable costs, etc. No other changes in the proposal were made.
- During the program review process, Will County, at the directive of the Workforce Investment Board negotiated a final budget for the above listed program. Changes in the participant service level and program description may also have been made.
- Other (Specify):

2. If applicable, Summary of Changes in Budget, Numbers Served (Participants), or Program Description:

a. Number Classes/Participants Proposed number of participants: 40  
Number of participants (this contract): 40

Reason for changes:

b. Funding Requested Proposed Budget: \$ 470,615  
Budget in this contract: \$470,615

Reason for changes:

c. Changes from the original proposal regarding training program content, program length, outcomes, etc. and reasons for modifications (add another page, if necessary):

3. Certification:

This contract is signed and attested to by representatives of the Workforce Investment Board of Will County, the County of Will, and Employment & Employer Services. We hereby certify that the changes to the original proposal contained in this contract are as discussed during the proposal review process or contract development process.

---

John Greuling, Chairperson  
Workforce Investment Board of Will County

Date

---

Lawrence M. Walsh, County Executive  
County of Will

Date

---

Larry Fitzpatrick, President & CEO  
Employment & Employer Services

Date

**Workforce Investment Board of Will County (WIB)  
and the County of Will**

**SECTION I. PARTIES TO THE CONTRACT**

1. The Workforce Investment Board of Will County in partnership with the County of Will, the authorized fiscal agent for the Workforce Innovation and Opportunity Act in Workforce Investment Area #10 in the State of Illinois, herein known as Will County, is the first party to the contract. Employment & Employer Services, herein known as the Program Provider, is the second party to the contract.
2. Before authorizing signatures have been affixed to this contract, this contract has been thoroughly reviewed by both parties.

**SECTION II. ADHERENCE TO THE CONTRACT**

The parties to the contract assure and certify that they will comply with the requirements of the Workforce Innovation and Opportunity Act, hereafter referred to as the Act; with the State and Federal regulations and policies promulgated there-under; with all applicable Office of the Management of the Budget circulars; and with all applicable local, state, and federal laws and regulations. The Program Provider shall perform all activities and services described in Attachment I, Statement of Work and adhere to all other attachments and the Assurances and Certifications. The Program Provider shall comply with all policies and procedures required by Will County to carry out the terms of the contract.

**SECTION III. REPORTING**

The Program Provider shall submit reports on the operation and performance of this contract as required by Will County and set forth in this contract, in Attachment III, and as outlined in the Contractor Handbook.

**SECTION IV. RECORDS**

1. The Program Provider will maintain all records necessary to the terms and the fulfillment of the contract for five calendar years after final payments are made and all other pending matters are closed.
2. Any books, documents, papers, and records of the Program Provider which are directly pertinent to this specific contract shall be available to duly authorized representatives of Will County, the State of Illinois, the U.S. Department of Labor, and the Comptroller General of the United States for the purpose of making audit, examinations, excerpts, and transcriptions.

**SECTION V. PAYMENT OF FUNDS**

1. Liability: Will County will reimburse the Program Provider only for actual costs up to the maximum amount as listed on the cover page, incurred by the Program Provider in carrying out the terms of this contract. Costs not covered by the budget in this contract will not be reimbursed.
2. Only subcontracted services/products procured in accordance with the procurement procedures identified in applicable OMB Circulars/Omni Circular will be reimbursed; evidence that the services/products were procured in accordance with appropriate OMB circulars must be provided for reimbursement. At a minimum, the Program Provider must have received three quotes for any purchased services/products with a per unit price exceed \$300; prior approval from the Workforce Investment Board of Will County must be obtained before any property is purchased. The Program Provider must notify the Workforce Investment Board of Will County within 30 days of purchase of an item with a per unit value exceeding \$300 in order to ensure the item is tagged for inventory purposes.
3. The Program Provider will not use any funds under this contract to serve individuals not certified as WIOA Title I-B eligible by the Workforce Services Division of Will County.

4. Recapture of Funds: The Program Provider shall be liable to Will County for all funds advanced or paid by Will County. The Program Provider shall forthwith pay to Will County any sum of money which is either unspent or not spent strictly in accordance with the terms of this contract. Nothing in this contract shall relieve the Program Provider from liability to Will County for any sum which would by law be due to Will County for any breach of the terms of this contract.
5. This is a cost reimbursement contract. All costs charged to this fund by the Program Provider must be in accordance with all OMB Circulars/Omni Circular regarding cost principles and other applicable WIOA federal, state, and local policies. By the end of the program all/any program income that is revenue above cost, on this contract must be returned or spent by the Program Provider to further the objective of this program with prior approval of Workforce Investment Board of Will County. Any program income earned during the life of this contract from payments made to the Program Provider for performance on this contract must be spent by the Program Provider to further the objective of this program by the end of the contract period or returned to the Workforce Investment Board of Will County.
6. If an audit reveals that there are disallowed costs attributable to the Program Provider's program funded under this contract, the Program Provider shall be held jointly and severally liable for repayment of the disallowed costs from non-federal funds.

#### **SECTION VI. FINANCIAL MANAGEMENT**

1. The Program Provider is responsible for maintaining a sound fiscal management system. This system will clearly identify revenues and expenses pertaining to this contract. Program Providers must maintain a **separate record of accounts** for this contract and will report costs for reimbursement from this book of costs. All costs for WIOA subcontracted programs will be charged to the Program cost category. All costs must be documented and the supporting documentation must be correlated to the report of expenditure request for reimbursement.
2. The Program Provider shall maintain records that clearly reflect funds received from WIOA and WIOA funds on hand. At any given time Will County must be able to verify that reimbursements were deposited to the Program Provider's account and must also be able to determine the amount of WIOA funds on hand.
3. The Program Provider shall maintain accounting records that are supported by source documentation. The Program Provider shall in these and other respects comply with applicable provisions of Title 2 CFR (Super Circular/Omni Circular: Uniform Administrative Requirements, Cost Principles, and Audit Requires for Federal Awards) not excluding Federal regulations establishing standards for financial management of programs operated under Federal grants-in-aid, as if the Program Provider were a grantee, to the extent that such standards are applicable to the Program Provider as determined by Will County. Nothing in this Section shall be construed so as to relieve the Program Provider of fiscal accountability and responsibility under any portion of this contract.
4. Will County will review and monitor the Program Provider's fiscal management system as well as specific records pertaining to this contract. Recommendations which are deemed necessary and appropriate must be made.

#### **SECTION VII. AUDIT**

1. A copy of the Program Provider's most recently audited financial statement must be on file with Will County prior to the execution of this contract. The organization's audit shall be in compliance with The Single Audit Act of 1984 (31 U.S.C. 7501-7) and OMB Omni Circular.
2. Will County, or its designee, may audit the Program Provider's programs that affect this contract. The Program Provider agrees to allow Will County, or designee, access to all records for the purpose of audit and fiscal monitoring.
3. The Program Provider will be responsible for costs disallowed as a result of an audit in accordance with debt collection and audit resolution procedures as established by Will

- County.
4. The Program Provider will be responsible for informing their auditors that this contract is reimbursed with Federal Funds, Catalog of Federal Domestic Assistance (Adult funding--17.258, Youth funding--17.259, Dislocated Worker funding--17.269)

#### **SECTION VIII. BONDING REQUIREMENTS**

Every officer, director, agent, or employee authorized to act on behalf of the Program Provider in receiving or depositing funds into program accounts, or in issuing financial documents, checks, or other instruments of payment for program costs shall be bonded to provide protection against loss and show proof of bonding to monitoring personnel. 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. The Program Provider agrees to comply to all OMB Circulars, as applicable.

#### **SECTION IX. INSURANCE**

If a Program Provider, in conducting activities under a grant or agreement with Will County, uses motor vehicles, the Program Provider shall ensure that it has proper and adequate automobile insurance; and that Will County is hereby held harmless against claims arising from the ownership, maintenance, or use of a motor vehicle. This protection is limited to automobile liability insurance covering bodily injury and property damage. The Program Provider shall provide the insurance of a minimum coverage of \$100,000 per person and \$300,000 per accident for bodily injury, and \$25,000 per accident for property damage. The Program Provider must also carry general liability and property/casualty insurance for any facilities to be used in the implementation of the program.

#### **SECTION X. PURCHASE AND DISPOSITION OF PROPERTY**

Any property obtained by the Program Provider with WIOA funds shall be purchased, maintained, and disposed of in accordance with Title 2 CFR (OMB Omni Circular). Non-expendable property is defined by Will County as tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit; prior approval from Workforce Investment Board of Will County must be obtained before such property is purchased or disposed of. All items with a per-unit value of over \$300 must be reported to the Workforce Investment Board of Will County for inventory tagging within 30 days of purchase. The Program Provider shall maintain all property records as required by Will County, but the title to the property shall be in the name of Will County unless U.S. Department of Labor or State of Illinois regulations direct that the title be maintained in the name of the Federal Government or the State of Illinois.

#### **SECTION XI. MAINTENANCE OF PROPERTY**

1. The Program Provider must maintain an inventory of all non-expendable property purchased with funds received through an agreement or contract with Will County. The Program Provider cannot dispose of any equipment owned by Will County.
2. The Program Provider shall maintain records sufficient to determine the amount of unused expendable property (all property having a useful life of one year or less and an acquisition cost of \$300 or less per unit) on hand at the expiration date or upon termination or completion of the grant or agreement.
3. The Program Provider is also responsible for maintaining a control system that ensures adequate safeguards to prevent property damage, loss or theft, and shall investigate and document any damage to or loss or theft of such property. The Program Provider shall promptly notify the Workforce Investment Board of Will County in writing concerning the damage, loss, or theft. The Program Provider shall implement adequate maintenance procedures to keep the property in good condition.

## **SECTION XII. MONITORING, REVIEW AND EVALUATION OF PROGRAM PERFORMANCE**

For the purpose of monitoring, review, and evaluation of program performance, the Workforce Investment Board of Will County shall be furnished access to the Program Provider's program staff, records, and participants. The Program Provider agrees that "access" in the terms of this section includes, but is not limited to, unscheduled and unannounced visits by Will County staff or agents of the State or Federal Government to the facilities or operations of the Program Provider.

## **SECTION XIII. ORGANIZATION AND STAFFING**

The Program Provider shall maintain current job descriptions for all staff positions that are funded in whole or in part by this contract. These job descriptions shall match each staff member's actual duties. The experience and educational qualifications listed on each job description must match those of the staff member(s) to whom that job description applies. The job description must be kept current.

## **SECTION XIV. PARTICIPANT POLICIES**

The Program Provider shall maintain clearly written and current participant policies that are in accordance with all pertinent laws and regulations. **The provider's participant policies must be approved by the Workforce Investment Board of Will County.** These policies shall include the formal complaint/grievance procedures for program participants which are in accordance with the Workforce Innovation and Opportunity Act as referenced in Section XV below. The Program Provider will strictly adhere to the participant policies and participant grievance procedures. The Program Provider will give a copy of these participant policies and grievance procedures to all participants and explain them during the participant's first day of attendance. The Program Provider's participant policies must be kept current, with a copy given to Will County for the Program Provider's contract file. To ensure consistency, E&ES shall submit clearly written and current participant policies after receiving and reviewing the PY16 subcontractor handbook.

## **SECTION XV. GRIEVANCE PROCEDURES, DISPUTES, AND COURT ACTION**

1. The Program Provider must follow the established Workforce Investment Board of Will County grievance procedures which are in accordance with the Workforce Innovation and Opportunity Act. The Program Provider shall use the prescribed grievance procedure for resolving any issue arising related to a participant. The Program Provider shall provide immediate notice to Workforce Investment Board of Will County related to the incident, investigation and resolution.
2. The Workforce Investment Board of Will County shall be **immediately** notified of any grievances, incidents, accidents, sexual harassment complaints, or any other issues related to a participant.
3. The Program Provider shall provide each complainant and Workforce Investment Board of Will County with a written statement of the Program Provider's final determination and notice of the right to communicate the complaint to the Workforce Investment Board of Will County's EO Officer, if satisfaction is not reached at the Program Provider level. Participants also have the right to submit their grievances directly to the Workforce Investment Board of Will County's EO Officer.
4. Any dispute between Will County and the Program Provider concerning the terms or provisions of this contract which constitutes a question of fact and which is not disposed of by agreement shall be decided by the Workforce Investment Board of Will County, who shall send a written copy of its decision to the Program Provider. The decision shall be final and conclusive unless within thirty (30) days from the date of receipt of the written copy, the Program Provider furnishes the Workforce Investment Board of Will County with a written appeal. The decision of the Workforce Investment Board of Will County concerning the appeal shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In accordance with any appeal proceeding

under this clause, the Program Provider shall be afforded the opportunity to be heard and to offer evidence in support of its appeal. Pending final determination of the dispute, the Program Provider shall proceed diligently with the performance of the contract. The Program Provider shall hire its own attorney and pay the attorney's fees.

5. The Program Provider shall notify the Workforce Investment Board of Will County in writing of any actions or suits filed and of any claims made against the Workforce Investment Board of Will County, the County of Will, the Program Provider, or any of the parties involved in the implementation and administration of the programs funded under this contract within 30 days of receipt by Program Provider.

#### **SECTION XVI. PUBLIC CREDIT TO WILL COUNTY AND PUBLIC PRESENTATIONS**

1. The Program Provider expressly understands that any dissemination of information to the public concerning the subject of this contract shall be done with full credit to the Workforce Investment Board of Will County. The words, "This program is conducted with funds from the Workforce Investment Board of Will County, the Illinois Department of Commerce and Economic Opportunity, and the United States Department of Labor," shall be included on all literature, posters, etc., or in any radio or television announcements disseminated by the Program Provider which concern the program(s) funded under this contract.
2. Any material produced as part of this contract shall include on its title page the following citation:

**THIS PROJECT WAS CONDUCTED WITH FUNDS FROM  
The Workforce Investment Board of Will County,  
Illinois Department of Commerce and Economic Opportunity, and  
The United States Department of Labor**

3. All public presentations regarding the program must be pre-approved by the Workforce Investment Board of Will County. Any participant that will be mentioned or included in a presentation must have a release form from the participant and must be ensured confidentiality if requested.

#### **SECTION XVII. INCREASE OR DEOBLIGATION OF FUNDS**

1. Any requests to increase a program's funding level must be approved by the Workforce Investment Board of Will County and the Will County Board.
2. Deobligation decisions may be appealed to the Executive Committee of the Workforce Investment Board of Will County. The Executive Committee's decision will be final.

#### **SECTION XVIII. MODIFICATIONS TO THE CONTRACT**

1. All modification requests must be in writing with a full explanation of why the modification is necessary. Modification requests are to be directed to the Director of the Workforce Investment Board of Will County prior to a final decision.
2. Any Federal or State laws or regulations that affect this contract shall be incorporated into the contract on the date the laws or regulations went into effect.
3. Any existing Federal, State, or Local laws which are relative to this contract but which Will County or the Program Provider identifies after the contract is signed shall be immediately incorporated into the contract.
4. Will County reserves the right to stop program operations immediately if it believes that any law relating to the contract has been violated.
5. If the Program Provider cannot conform to the changes required by Federal or State of Illinois laws, or Federal or State of Illinois regulations, the Program Provider shall immediately notify the Workforce Investment Board of Will County in writing. The Workforce Investment Board of Will County shall then establish the standards for the termination of the Program Provider's program and will terminate the contract as soon as practicable. The best interests of the participants shall be the primary consideration in establishing the standards for the

termination.

6. Will County retains the right to modify this contract for good cause. "Good cause" includes but is not limited to:
  - a. Program Provider's failure to meet terms of the contract in whole or in part.
  - b. Program Provider's repeatedly failing to submit, by dates required, records and documentation giving accurate participant and fiscal information to Will County.
  - c. Program Provider's actions which demonstrate the appearance of impropriety and which would place Will County in a negative audit position.The Director of the Workforce Investment Board of Will County will notify the Program Provider in writing of the determination to modify, the reasons for such modification, and the effective date of the modifications.
7. All modifications to this contract must be in writing and signed by both parties, except in circumstances stated in Section XIX, items 1, 2, and 4, which may be unilaterally imposed by Will County by notifying the Program Provider of the modification thirty (30) days prior to the effective date of the modification.

#### **SECTION XIX. TERMINATION OR CANCELLATION OF THE CONTRACT**

1. The contract will be immediately canceled if at any time the U.S. Department of Labor and/or the State of Illinois cancels, fails to fund, or otherwise terminates, rescinds, or negates the grant through which this agreement is funded.
2. Either party to the contract shall have the right to terminate and end unilaterally all obligations under the contract by notifying the other party in writing of such termination at least thirty (30) days prior to the effective date of termination. If the Program Provider fails to fulfill its obligations under this contract or misrepresents its assurances, Will County will notify the Program Provider in writing that Will County will terminate the contract within thirty (30) days of the notification. The Program Provider shall, however, remain obligated to maintain all records as required by this agreement regardless of cancellation of this contract.
3. Upon termination or receipt of notice to terminate, whichever occurs first, the Program Provider shall cancel, withdraw or otherwise terminate any out-standing orders or subcontract(s) which relate to the performance of this contract and shall cease to incur costs. Will County shall not be liable to the Program Provider or the Program Provider's creditors for expenses incurred after the termination date. Upon termination of this contract for any reason, the Program Provider shall return to Will County within thirty (30) days after the receipt of written request for return, all property purchased with funds received under this contract and all property furnished to Will County by the State of Illinois or the United States Department of Labor. The Program Provider shall return such property and property records in the manner prescribed by Will County. Between the date of termination of the contract and the date of return of the property, the Program Provider shall protect such property from damage, loss, or destruction. The Program Provider shall preserve all records relating to this contract as provided in Section IV.
4. If termination occurs due to Program Providers violation or breach of contract terms, the Program Provider must immediately cease program administration, stop all cash draw-downs, return all WIOA property to Will County, conduct a close-out of grant activities and fiscal functions, and provide all documentation and records related to the program to Will County.

#### **SECTION XX. ASSURANCES AND CERTIFICATIONS**

The provision by the Program Provider of the following assurances and certifications in no way affects the Program Provider's obligation to comply with every provision of this Agreement, even if not specifically mentioned in this Section. The Program Provider hereby assures and certifies compliance with each of the requirements applicable to its Program:

1. It possesses the legal authority to enter into this contract and to execute the proposed program.

2. It will comply with Program Requirements as provided for under Sections 181, 183, 184, 186, 187, 189 and 194 of the Act.
3. It will comply with WIOA Regulations Part 683.250(a)(2) prohibiting utilization of funds to carry out public service employment programs under Title I of the Act.
4. It will comply with the limitations on the use of funds as provided for under WIOA Regulations Part 683.250 (a) and (b).
5. It will comply with Section 189(h) of the Act, by assuring that each individual participating in any program established under the Act, or receiving any assistance under the Act, has not violated Section 3 of the Military Selective Service Act (50 U.S.C. appl. 453).
6. It will permit and cooperate with federal investigations undertaken in accordance with Section 185 of the Act.
7. It will comply with Section 134(e) (3) of the Act and WIOA Regulations Parts 680.930, 680.940, 680.950, 680.960 and 680.970 in making needs-based payments to individuals participating in a training program.
8. It will comply with the record retention requirements contained in 2 CFR 200 Sections 200.333 – 200.337.
9. It agrees to comply with WIOA Regulations Part 683.270 which prohibits replacing a currently employed worker with any WIOA participant.
10. It will only serve non-economically disadvantaged participants in accordance with Section 129 (a)(3)(A)(ii) of the Act.
11. It agrees to comply with WIOA Regulations Part 683.245, prohibiting funds to be used for employment generating activities, economic development and other similar activities unless they are directly related to training for eligible individuals.
12. It will comply with the policy on debarment and suspension regulations as established in accordance with 29 CFR Part 98. No contract shall be made to parties listed on the General Services Administration's System for Award Management from Federal Procurement or Nonprocurement Programs in accordance with E.O.'s 12549 and 12689, Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees
13. It will require all of its subrecipients that fall within the definition of "Non-Federal Entity" at 2 C.F.R. §2900.2 and which expend more than the minimum level specified at 2 CFR 200.501 have either an organization-wide audit conducted or a program specific financial and compliance audit in accordance with 2 CFR 200.501 (b) or (c).
14. It will comply with WIOA Sections 134 (c)(3)(F)(iii) and 134(c)(3)(G).
15. Equal Employment Opportunity. All contracts shall contain a provision requiring compliance with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
16. Where applicable, Program Provider shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works, to give up any part of the compensation to which one is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
17. Where applicable, the Program Provider shall comply with the Davis-Bacon Act, as supplemented by Department of Labor regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination

- made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
18. Where applicable, Program Provider shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
  19. Where applicable, Program Provider shall comply with all requirements relating to the performance of experimental, developmental, or research work including providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401, Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by the awarding agency.
  20. Where applicable, the Program Provider shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
  21. Where applicable, Program Provider shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
  22. Program Provider must ensure that it has the necessary processes and systems in place to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Section 6202 of Pub. L. 110-252. See Training and Employment Guidance Letter No. 11-10 (issued November 15, 2010), available at <http://wdr.doleta.gov/directives/attach/TEGL/TEGL11-10.pdf>
  23. Program Provider shall comply with any applicable assurances contained on U.S. Office of Management and Budget Standard Form 424b (SF-424b), Standard Assurances for Non-Construction Programs.
  24. Program Provider shall comply with the US Department of Labor exceptions to the Uniform Guidance as specified at 2 CFR Part 2900.
  25. All organizations receiving grants from any federal agency are required to comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 C.F.R. § 182. Program Provider must notify the awarding office if an employee of the Provider is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment by USDOL.

## **SECTION XXI. CONTRACT EXTENSION**

1. Will County and the Workforce Investment Board of Will County may extend the term of this contract by giving written notice to the Program Provider within 60 days of the expiration of the contract. This clause does not commit Will County or the Workforce Investment Board of Will County to exercise the option to extend. The total duration of the contract, including all options, shall not exceed three (3) years from the date of the initial contract.

## **SECTION XXII. PERFORMANCE MEASURES/OUTCOMES**

**The federally mandated WIOA performance measures are used to determine the effectiveness of programs.** While All Program Providers are expected to contribute to ensuring that the local workforce area is successful in meeting these performance measures, only programs that serve participants will be required to report and track federally mandated WIOA performance measures. Program Providers who serve participants will be evaluated during the program year to determine their continued contribution to meeting performance standards while providing services in an efficient and effective manner in accordance with the contract.

The Program Provider will be responsible for the outcomes identified in their proposal and for contributing to meeting or exceeding WIOA performance measures. Performance measures for PY14 for are in the table below. PY15 performance measures will be provided to the Program Provider as soon as they are available from the Illinois Department of Commerce and Economic Opportunity.

**PY16 Performance Measures**

<b>Performance Measure</b>	<b>Goal</b>
<b>Adults</b>	
Adult Entered Employment Rate (AEER)	76.0%
Adult Employment Retention Rate (ARR)	87%
Adult Average Earnings Rate (AAE)	\$13,300
<b>Dislocated Workers</b>	
Dislocated Worker Entered Employment Rate (DEER)	86%
Dislocated Worker Employment Retention Rate (DRR)	92.0%
Dislocated Worker Average Earnings Rate (DAE)	\$21,000
<b>Youth</b>	
Youth Placement in Employment or Education (PEER)	55.0%
Literacy and Numeracy Gains (LNG)	65.0%
Attainment of Degree or Certificate (ADC)	80.0%

All programs will be required to meet locally defined enrollment, performance, and outcome measures as set forth below. Programs must meet these measures or this contract may be terminated.

**SECTION XXIII. PROGRAM MONITORING/PROGRAM PROGRESS REPORTS**

1. Monitoring  
Will County staff will conduct on-site fiscal and on-site program monitoring visits during the program year.
  
2. Progress Reports  
The Workforce Investment Board of Will County requires that Program Providers submit progress reports of their program. In addition to the reporting requirements outlined in Attachment III, a reporting manual and schedule will be provided to the program provider. Other reports may be required as needed by the Workforce Investment Board of Will County.

**SECTION XXIV. CONTRACT MODIFICATIONS DUE TO FINAL WIOA REGULATION**

This contract is contingent upon all final WIOA rules and regulations. It may be modified based on the release of the U.S. Department of Labor and/or the Illinois Department of Commerce and Economic Opportunity's final WIOA rules, regulations and policies.

## **ATTACHMENT I**

### **STATEMENT OF WORK**

In coordination with the Workforce Services Division of Will County, Employment and Employer Services (E & ES) will conduct extensive customer recruitment. E&ES will place 40 registered adults, dislocated workers, and out-of-school youth customers into OJT placements during the year of programming.

The minimum wage requirement for an OJT for WIOA eligible adults and dislocated workers under this contract will be \$12.51/hour.

E&ES will staff the OJT program with a full-time Business Services Representative (BSR) and full-time Business Services Representative Assistant. The BSR will take the lead on working directly with Will County Workforce Services Division staff to identify customers who are a good fit for available OJT opportunities. The BSR will work directly with Workforce Service Division of Will County management and Career Advisors to highlight available job openings and discuss job seekers who may be qualified for OJT.

The BSR and BSRA will be available to host OJT orientations and to provide one-on-one information to job seekers. E&ES staff will be prepared to offer orientations at all Will County WIOA service locations.

E&ES will develop marketing materials that will be distributed to all local workforce development stakeholders (community based-organizations, schools/colleges, local agencies, etc.) to promote OJT and provide contact information for those who are interested. E&ES staff will partner directly with the Workforce Services Division on the design and dissemination of all marketing materials.

Customers interested in OJT who are not eligible or not an ideal fit for the model will be referred for services to other programs available through the Workforce Services Division, per protocol that is established by Will County staff.

The BSR will focus on cultivating employer partnerships. The BSR will initiate new relationships with Will County and surrounding area businesses and also work closely with customers who will be hired into OJT positions.

The BSR will make themselves part of the local business community through involvement in local chambers of commerce and related organizations. The BSR will also directly solicit local businesses, meeting in person to discuss how On-the-Job Training works, what companies gain by using E&ES to assist with hiring, and what is required of any company interested in OJT.

The Business Services Representative will work with the employer to create an On-the-Job Training Employer Agreement signed by both parties. The template for a Skills Acquisition Training Outline (SATO) documents basic employer location and contact information, currently available and anticipated (within the year) OJT openings along with salary and benefit information, and highlights specifics about each open position. For each position, the industry standards outlined on the Department of Labor's O\*Net website to determine skills required and the hours required to acquire each skill. Input from employer partners will include performance indicators and assessment methods for each skill to ensure there is clarity on how new hires will be evaluated for skills acquisition.

To protect WIOA customers and ensure integrity of WIOA funding, E&ES will not contract with any employers for OJT who have previously exhibited a pattern of failing to provide OJT participants with long-term employment and a work environment, salary, and benefits that are equivalent to other employees of similar status and position.

Once a customer has been determined as a potential candidate for an OJT position, the BSR will conduct an assessment to determine which skills delineated in the Skills Acquisition Training Outline.

Prove It! skills assessment software is used for this assessment and it offers specific details relating to skill knowledge and skill gaps with objective certainty. Specific occupations and their skills are assessed by asking a series of questions at three knowledge levels: Basic, Intermediate and Advanced. Each occupation has the candidate answer questions on specific skills based on the Department of Labor's O\*Net job descriptions. Results are provided as a percentage of correct responses for each specific skill as well as each knowledge level. Proficiency of skills for an occupation is summarized, clearly highlighting strengths and weaknesses of a candidate's skill set. Skill gaps are then documented in the SATO and ultimately lead to the skills the candidate will be trained on while in On-the-Job Training.

The BSR and BSRA will also help candidates prepare for job interviews. The BSR and BSRA will work one-on-one with candidates to help them showcase their skills and highlight their past experience to their best advantage.

Once hired, each customer will have a customized SATO developed by the BSR, in coordination with the employer, to outline the specifics of their training. Each OJT Employer Agreement and SATO will indicate the supervisor who will be responsible for overseeing the customer's OJT training. OJT hours and duration will vary based on the position and the customer's education and work experience, but on average, training will last for a minimum of 4 weeks and up to six (6) months, unless an exception to this time frame is approved in advance for a specific WIOA customer by the Administrative Manager of the Workforce Services Division of Will County.

Throughout the training period, the BSR and BSRA will be in regular contact with both the customer and the employer. These check-ins are critical to supporting customers during their training. During the check-ins, the BSR and BSRA will review the training that has taken place to-date and ensure that training is on-track for completion and that new skills are being retained and implemented.

At the conclusion of training, the BSR will meet with the employer and customer to review the SATO. During the course of the review, the BSR will verify that all skills included in the training outline have been successfully completed and verified per the performance indicators and assessment methods indicated in the SATO via a post-training assessment. The BSR will confirm all required data has been entered into the SATO and that it has been signed by the employer. At that point, the new hire has formally completed the OJT process.

E&ES will maintain an OJT tracking document to keep an inventory of all available OJT positions, employer agreement details, and OJT expenditures. The OJT tracking document ensures all staff on the program are aware of current openings and the available budget. E&ES will work with Workforce Services Division of Will County staff to input all OJT data in G\*STARS, IWDS and/or any other databases, as directed, to ensure program information is appropriately documented.

Under this contract the number of OJTs with a single employer in any 12 month period may not exceed 25 people. Once an employer has hired 25 people using the OJT program, they will not be able to utilize the program again for 12 months after the date of the first of the 25 hires.

**ATTACHMENT II**  
**BUDGET**

<b><i>LINE ITEM</i></b>	<b><i>BUDGET AMOUNT</i></b>
Wages – Staff	\$ 169,393
Fringe Benefits	\$ 44,042
Rent/Other Operating Expenses	\$ 4,700
Supplies – Prove It! software	\$ 1,000
Communications	\$ 0
Copying/Printing	\$ 0
Supportive Services	\$ 300
Membership fees	\$ 1,500
Subsidized Employment OJT reimbursements for 3-6 months at \$12.16/hour minimum for 40 participants using sliding scale	\$ 249,680
<b>TOTAL BUDGET</b>	<b>\$ 470,615</b>

## ATTACHMENT III

### EVALUATION METRICS AND REPORTING REQUIREMENTS

#### Evaluation

Evaluation of the On-the-Job Training (OJT) program will include both WIOA performance measures and locally defined enrollment and outcome goals.

#### PY16 Performance Measures

Performance Measure	Goal
<b>Adults</b>	
Adult Entered Employment Rate (AEER)	76.0%
Adult Employment Retention Rate (ARR)	87%
Adult Average Earnings Rate (AAE)	\$13,300
<b>Dislocated Workers</b>	
Dislocated Worker Entered Employment Rate (DEER)	86%
Dislocated Worker Employment Retention Rate (DRR)	92.0%
Dislocated Worker Average Earnings Rate (DAE)	\$21,000

The contractor will be evaluated to ensure that each of the federally mandated performance measures are met or exceeded. In addition the following enrollment goals are required:

October 2017 enrollment	5 participants
January 2017 enrollment	20 participants
April 2018 enrollment	30 participants
July 2018 enrollment	40 participants

#### Reporting

Monthly reports shall include:

- A narrative of project activities and major accomplishments
- Number and description of employer meetings/presentations conducted
- Number of participants enrolled into OJT, number of participants recruited but not enrolled
- Recruitment materials developed/utilizing

Quarterly and annual reports will be required. Detail on reporting requirements and formats will be provided in the Subcontractor Handbook.