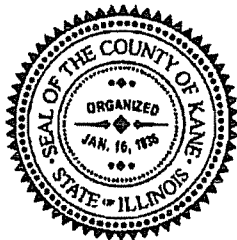


# COUNTY OF KANE

Christopher J. Lauzen  
Kane County Board Chairman



Kane County Government Center  
719 South Batavia Avenue  
Geneva, IL 60134  
P: (630) 232-5930  
F: (630) 232-9188  
[clauzen@kanecoboard.org](mailto:clauzen@kanecoboard.org)  
[www.countyofkane.org](http://www.countyofkane.org)

**RECEIVED**

SEP 12 2013

KANE COUNTY BOARD

**DOCUMENT VET SHEET**  
for  
Christopher J. Lauzen  
Chairman, Kane County Board

Name of Document: Program Year 2013 Subgrant Award/Agreement Resolution No.: 13-223

Submitted by: Renee Thompson

Dept. Head Signature: 

Date Submitted: September 12, 2013

Dept. Head Sign-off Date: 9-12-13

Examined by:

Joseph Lulves

(Print name)



(Signature)

9-12-13

(Date)

Post on the Web: YES ☒ NO ☐ Atty. Initials 

Comments: Attached is the final Subgrantee Agreement for Program Year 2013 as awarded by the  
River Valley Workforce Investment Board funded through a formula allocation under the Workforce Investment  
Act (WIA). The following agreement is attached: First Institute Training and Management (FITM)

Chairman signed: YES ☒ NO ☐ 9/16/2013  
(Date)

Document returned to: Renee Thompson  
(Name/Department)

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 13 - 223

**AUTHORIZING AGREEMENTS FOR WORKFORCE INVESTMENT ACT AND TRADE  
ADJUSTMENT ACT FUNDING FOR PROGRAM YEAR 2013**

WHEREAS, Kane County administers Federal funding provided by the Illinois Department of Commerce and Economic Opportunity for a three-county area, including Kane, DeKalb, and Kendall Counties; and

WHEREAS, said funding supports training and job readiness services to adults, dislocated workers, and youth; and

WHEREAS, Kane County has been notified that it will receive on behalf of the three-county area a formula allocation under the Workforce Investment Act for Program Year 2013 in the amount of \$5,221,304, and that it may receive allocations of Trade Adjustment Act funds to serve impacted workers during the year; and

WHEREAS, the River Valley Workforce Investment Board has approved several subrecipient organizations to provide services to adults and dislocated workers in DeKalb County, and youth throughout the three-county area.

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Kane County Board is authorized to accept the Workforce Investment Act and Trade Adjustment Act funds awarded during Program Year 2013 and to sign grant agreements, certifications and other documents required by the Illinois Department of Commerce and Economic Opportunity to accept said awards.

BE IT FURTHER RESOLVED that the Chairman of the Kane County Board is authorized to sign agreements with the subrecipient organizations named below for the activities and up to the amounts specified for Program Year 2013.

**PROGRAM YEAR 2013 ADULT/DISLOCATED WORKER SUBRECIPIENTS**

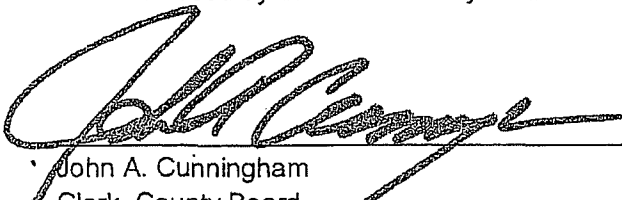
Subrecipient Name	Activity	Max. Amount
First Institute Training & Management	Deliver workforce services in DeKalb County to prepare eligible job seekers for employment and to provide employers access to grant dollars.	\$528,955.00
Kishwaukee College	Provide resources to support job seekers in gaining employment through management of a public resource center in DeKalb.	\$75,037.00
Total		\$603,992.00

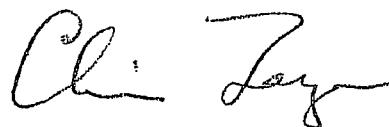
## PROGRAM YEAR 2013 YOUTH SERVICES SUBRECIPIENTS

Subrecipient Name	Activity	Max. Amount
Business & Career Services	Career readiness and internship placement specifically in Manufacturing.	\$144,707.00
Elgin Community College	Career counseling and training with supervised internship/employment opportunities.	\$176,405.00
Grundy/Kendall Regional Office of Educ.	Employment readiness through academic remediation, mentoring and supervised work experience opportunities.	\$142,425.00
Jewish Vocational Services	Employment readiness through academic remediation, mentoring and supervised work experience opportunities.	\$182,810.00
Kendall County Special Ed Coop	Assist HS seniors with disabilities with transitioning into education or employment opportunities.	\$86,629.00
Kishwaukee College	Career counseling and training with exposure to work through job shadowing.	\$230,844.00
Quad County Urban League	Employment readiness training and assistance in entering post secondary education.	\$257,096.00
Waubensee Community College	Career counseling and training with academic support and tutoring.	\$198,167.00
<b>Total</b>		<b>\$1,419,083.00</b>

Line Item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds currently available for this personnel/item/service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
480.98113	WIA PY13	Yes	Yes	N/A
480.98310	Trade Adjustment Act	Yes	Yes	N/A

Passed by the Kane County Board on July 9, 2013.

  
 John A. Cunningham  
 Clerk, County Board  
 Kane County, Illinois

  
 Christopher J. Lauzen  
 Chairman, County Board  
 Kane County, Illinois

Vote:

Yes 22  
 No 0  
 Voice 0  
 Abstentions 0

**COUNTY OF KANE**  
**NOTICE OF SUBGRANT AWARD NO. :      FITM2013-ADDWRR-DEKALB IB**

**I. AGREEMENT**

- 1. Parties to the Subgrant Award.** This Subgrant Agreement (hereinafter referred to as the "Agreement") is entered into between the COUNTY OF KANE (hereinafter referred to as "Kane County") and FIRST INSTITUTE TRAINING & MANAGEMENT, INC. (hereinafter referred to as the "Subrecipient").
- 2. Subgrant Award Amount.** Subject to terms and conditions of this Agreement and any attachments, Kane County awards funds to the Subrecipient in an amount not to exceed \$528,955 (\$317,373 in Adult Funding Stream and \$211,582 in Dislocated Worker Funding Stream).
- 3. Term of Agreement.** This Agreement is effective July 1, 2013 and terminates June 30, 2014, unless sooner terminated under Article II, Provision 8. The Subrecipient may incur costs under this Agreement in conformity with the Workforce Investment Act (WIA) of 1998, Public Law 105-220, up to the amount of this Agreement.

Kane County is not obligated to approve the disbursement of any funds, for any costs, incurred by Subrecipient prior to or subsequent to the term of this Agreement or the effective date of any amendments. All services included within the Subrecipient's Scope of Work as expressed in Addendum A and as amended must be fully performed during the term of this Agreement.

- 4. Scope of Work.** Subrecipient shall provide services as described in Addendum A. Scope of Work. All services performed by the Subrecipient under this Agreement shall be in accordance with the Workforce Investment Act (WIA), Title I-B, Section 118.

This Agreement includes the following sections, all of which are incorporated into this Agreement:

<u>Section</u>	<u>Page</u>
I. Agreement .....	1
II. General Provisions .....	2
Execution of Agreement with Signatures .....	8
III. Terms Conditions .....	9
IV. Applicable Statutes .....	17
V. Certifications .....	19
Certification Regarding Lobbying .....	24
VI. Addenda .....	26
A. Scope of Work .....	27
B. Budget .....	28
C. Budget Narrative .....	29

## **II. GENERAL PROVISIONS**

- 1. Subrecipient Authority.** Subrecipient warrants that it is the real party in interest to this Agreement, that it is not acting for or on behalf of an undisclosed party, and that it possesses legal authority to provide the services described in Addendum A. Scope of Work. Subrecipient's execution of this Agreement shall serve as its attestation that Subrecipient has read, understands and agrees to all provisions and terms of this Agreement and to be bound thereto.
- 2. Independence of Personnel.** All technical, clerical and other personnel necessary for the performance required by this Agreement shall be in the employ of Subrecipient, and shall in all respects be subject to the rules and regulations of the Subrecipient governing its employees.
- 3. Governing Law.** This Agreement is to be governed by the laws of the State of Illinois. When there is no Illinois law on a particular subject or issue, then the applicable law will be applied, interpreted and applied by an Illinois court.
- 4. Non Appropriation Clause.** Payments pursuant to this Agreement are subject to the availability of applicable Federal funding from the Department of Labor (DOL) and the Illinois Department of Commerce and Economic Opportunity (DCEO). Obligations shall cease immediately without penalty or liability of further payment being required if at any time this Agreement is in effect the DOL or DCEO fails to appropriate or otherwise make available sufficient funds for this Agreement. Subrecipient hereby is given actual knowledge of the fact that payments under the Agreement are contingent upon the existence of a valid appropriation therefore and that no officer shall incur any indebtedness on behalf of Kane County thereof or obligate Kane County in an amount in excess of the amount appropriated. This Agreement shall become null and void in the event that Kane County fails to obtain the requisite appropriation to pay the grant in any year in which this Agreement is in effect.
- 5. Delivery of Subrecipient Payments.** Payment to the Subrecipient under this Agreement shall be made payable in the name of the Subrecipient and sent to the address specified in this Agreement. Any change in address to which payments will be sent must be requested in writing, signed by Subrecipient and sent to Kane County as set forth in Section II.18 – Notices of this Agreement.
- 6. Grant Closeout.** The Subrecipient will be responsible for the completion and submission of a final Grant Closeout Report in a format prescribed by Kane County within 45 days after the expiration or termination of this Agreement. The Subrecipient must report on the expenditure of grant funds provided by the State, and, if applicable, the Subrecipient's required matching funds. The Subrecipient is responsible for taking the necessary steps to correct any deficiencies disclosed by such Grant Closeout Report, including such action as Kane County, based on its review of the Grant Closeout Report, may direct. Any claims which affect the need to finalize closeout of the Agreement must

be received within forty-five (45) days from the last effective day of the Agreement, after which no further payment will be made.

In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et. seq., the Subrecipient must within 45 days of the expiration or termination of this Agreement, refund to Kane County, any balance of funds that is not obligated at the end of the Grant term specified in the Notice of Grant Award. For purposes of preparation of grant close-out forms, the determination of allowable expenditures and excess grant funds shall be based on the premise that the total grantee compensation under this Agreement shall not exceed the amount specified in the Notice of Grant Award.

7. **Insurance.** The Subrecipient shall maintain during the Agreement insurance issued by responsible insurance companies or maintain self-insurance acceptable to Kane County for protection of Kane County, the River Valley Workforce Investment Board and participants. The Subrecipient shall provide the following insurance coverage at all times during the Agreement term:

**Workers' Compensation** – Worker's Compensation and Employers' liability as required by Illinois law.

**Commercial General Liability** – which shall not exclude the following coverage: Independent Contractors, product and completed operations, blanket contractual Broad Form Property Damage, Personal Injury and where exposure exists Explosion, Collapse and Underground (XCU) coverage. Coverage at a minimum shall be \$1,000,000 combined single limit, bodily injury and property damage, each occurrence \$2,000,000 combined single limit, general aggregate.

**Business Automotive Liability** – including coverage for all owned, hired and non-owned vehicles. Coverage shall at a minimum be \$1,000,000 combined single limit, bodily injury & property damage.

**Fidelity Bonding** – 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 Agreement. The amount of coverage shall be the higher of the highest reimbursement or cash draw down planned during the term of this Agreement or \$100,000.

Subrecipient shall be responsible for the payment of unemployment insurance, premiums for worker's compensation, other insurance premiums and statutorily required taxes and benefits.

8. **Termination or Suspension.** This Agreement may be terminated or suspended by Kane County for loss of funding, for cause, or for convenience.

Termination Due to Loss of Funding: Obligations of Kane County will cease immediately without penalty of further payment being required if the Department of

Labor (DOL) or the Illinois Department of Commerce and Economic Opportunity (DCEO) fails to appropriate, or otherwise make available, sufficient funds for this Agreement. This Agreement shall terminate in full or in part at the discretion of Kane County in the event that Kane County suffers a loss of funding or termination of funding which permits it to fund, in full, the Subrecipient. In the event Kane County suffers such a loss of funding in full or in part, Kane County shall give the Subrecipient written notice which shall set forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding and the changes in the approved budget.

Termination for Cause: If Kane County determines that the Subrecipient has failed to comply with any of the terms, conditions or provisions of this Agreement, including any applicable rules or regulations, Kane County may terminate this Agreement in full or in part at any time before the expiration date of this Agreement. Kane County shall notify the Subrecipient in writing of the reasons for the termination and the effective date of such termination. The Subrecipient shall not incur any reimbursable costs after the effective date of the termination. Kane County, at its sole discretion, may allow such necessary and proper costs which the Subrecipient could not avoid. The Subrecipient shall not be relieved of liability to Kane County for damages sustained by Kane County by virtue of any breach of the Agreement by the Subrecipient, and Kane County may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due Kane County from the Subrecipient is determined.

Termination for Convenience: Kane County by written notice may terminate this Agreement in whole or in part at any time for the County's convenience with 30 days written notice. Upon receipt of such notice, Subrecipient shall discontinue in compliance with the notice. The Subrecipient shall not incur additional obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. Kane County shall allow full credit to Subrecipient for Kane County's share of the non-canceled obligations, if properly incurred by the Subrecipient prior to termination. The Subrecipient agrees to: 1) settle all outstanding liabilities and all claims arising out of such cancellation of commitments; or ratify all such settlements; and, 2) assign to Kane County, at the time and to the extent directed by Kane County, all of the rights, title, and interest of the Subrecipient under the orders and subcontracts so terminated. Kane County shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

Suspension for Cause: If Kane County determines that the Subrecipient failed to comply with any of the terms, conditions or provisions of this Agreement, including any applicable rules or regulations, Kane County may suspend this Agreement and withhold further payments of costs incurred from the date of notification of the suspension, and prohibit the Subrecipient from incurring additional obligations of funds, until corrective action occurs in accordance with procedures established by Kane County. Kane County shall notify the Subrecipient in writing of the reasons for the suspension and the effective date thereof at least ten (10) working days prior to the effective date of such suspension. Kane County may allow such necessary and proper costs which the Subrecipient could

not reasonably avoid during the period of suspension, provided such costs were necessary and reasonable for the conduct of the services and incurred in accordance with the provisions of this Agreement.

Upon termination for any reason, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Subrecipient under this Agreement shall, at the option of Kane County, become Kane County's property.

Termination for Lack of Performance: Kane County may terminate this Agreement due to the Subrecipient's failure to adhere to Addendum A. Scope of Work to achieve the planned service goals, to provide information and reports as identified in Provision III.15, to spend funds this Agreement provides at the pace or amount planned, or to meet any other performance obligation this Agreement imposes on the Subrecipient as determined by Kane County. The Subrecipient shall not incur any reimbursable costs after the effective date of the termination. The Subrecipient shall not be relieved of liability to Kane County for damages it sustains by virtue of any failure to perform under this Agreement. Kane County may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount due Kane County from the Subrecipient is determined.

9. **Indemnification.** Subrecipient shall indemnify and hold harmless without limitation, Kane County, the River Valley Workforce Investment Board and its officers, agents or employees from and against any and all liabilities, losses, claims, actions, costs, expenses, liens, judgments, damages (including reasonable attorney's fees) and other liabilities which may in any way accrue against Kane County or the River Valley Workforce Investment Board as a consequence of this Agreement. This also includes the performance of services by Subrecipient, the activities of Subrecipient's employees, independent contractors and subcontractors or the activities of eligible participants of program services, or as a result of the disbursement of funds by the Subrecipient, Kane County, River Valley Workforce Investment Board and its officers, employees, agents, independent contractors, subcontractors, volunteers or other associates.

The Subrecipient further agrees to indemnify, save and hold harmless Kane County, the River Valley Workforce Investment Board and its officers, agents and employees against any liability, including costs and expenses associated with the violation of general, proprietary rights, copyrights or rights of privacy of third parties arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data developed or furnished under this Agreement or any libelous or any unlawful matter contained therein.

The Subrecipient further agrees to indemnify, save and hold harmless Kane County, the River Valley Workforce Investment Board and its officers, agents and employees against costs incurred by Subrecipient but determined to be unallowable and Subrecipient audit deficiencies. Insurance and bond protection furnished by the Subrecipient hereunder



shall in no way limit Subrecipient's responsibility to indemnify and save harmless the Grantor as provided herein.

*Governmental entities.* In the event that the Subrecipient is a governmental entity, it will indemnify and hold harmless Kane County and the River Valley Workforce Investment Board as provided in this Section to the extent permitted by Federal and/or State constitution(s) and/or laws.

*Notice, Survival of Provisions.* In the event that either party is notified of any demand or claim relating to the activities performed pursuant to this Agreement, such party will promptly notify the other party in writing. The provisions of this Section shall survive the termination of this Agreement.

- 10. Interest of Public Officials/Employees.** *Governmental entities.* If the Subrecipient is a local government, the Subrecipient certifies that no officer, employee or family member of the Subrecipient, no member of its governing body and no other public official of the locality in which the program objectives will be carried out exercises any functions or responsibilities in the review or approval of the undertaking, and no officer, employee or member of Subrecipient's governing body who has a role in carrying out of such objectives shall participate in any decision relating to any Agreement negotiated under a program grant which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any financial interest, direct or indirect, in such Agreement or in the work to be performed under such Agreement.

*Nongovernmental entities.* If the Subrecipient is a nongovernmental entity, such a financial interest is permissible provided full disclosure of said interest is made in advance of any decisions relative to the award of an Agreement giving rise to such interest and further provided that the officer, employee, or member of the governing body so affected shall remove himself or herself from the room during any discussion, deliberation or voting in connection with the awarding of such an Agreement and provided further, that Kane County determines in writing, that the best interest of the project or services provided outweighs the conflict of interest issue.

Violations of the provision may result in suspension or termination of this Agreement, and recovery of grant funds provided hereunder. Violators may be criminally liable under other applicable State laws and subject to actions up to and including felony prosecution. Safeguards, evidenced by rules or bylaws, shall be established to prohibit persons from engaging in actions which create or which appear to create a conflict of interest as described herein. The Subrecipient must immediately notify Kane County in writing of any actual or potential conflicts of interest, as well as any actions that create or which appear to create a conflict of interest.

- 11. Bonus of Commission Prohibited.** The Subrecipient shall not pay any bonus or commission for the purpose of obtaining approval of the application for the financial

assistance provided for herein, or any other approval by Kane County which may be necessary in connection with carrying out the program objectives.

- 12. Hiring State Employees Prohibited.** No state officer or employee may be hired or paid with funds derived directly or indirectly through this Agreement without the written approval of the Illinois Department of Commerce and Economic Opportunity.
- 13. Waivers.** A waiver of any condition of this Agreement must be requested in writing. No waiver of any condition of this Agreement may be effective unless in writing from Kane County.
- 14. Assignment.** Neither this Agreement, nor any part thereof, may be assigned, assumed or otherwise transferred without the expressed written consent of Kane County.
- 15. Severability Clause.** If any provision under this Agreement or its application to any persons or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Agreement which can be given effect without the invalid provision or application.
- 16. Integration Clause.** This Agreement, with attachments, as written, is the full and complete Agreement between the parties. There are no oral agreements or understandings between the parties other than what has been reduced to writing herein.
- 17. Subcontract and Grants.** The Subrecipient shall not engage in any subcontractor relationship without the written approval of Kane County. Where written approval is provided, the Subrecipient agrees that such subcontractor shall be subject to, and conform to all applicable State and Federal laws, and shall specifically provide that subcontractors are subject to all of the terms and conditions of this Agreement.
- 18. Notices.** For purposes of the Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given and shall be either: 1) delivered personally; 2) sent U.S. Certified Mail, postage prepaid and return receipt requested; 3) placed in the custody of Federal Express Corporation, or other nationally recognized carrier to be delivered overnight or sent via telecopy or facsimile transmission with written confirmation of receipt.

Any notice, demand or communication required or permitted to be given to the Subrecipient under this Agreement shall be given in writing to:

Kurt Beier, Executive Director  
First Institute Training & Management, Inc.  
790 McHenry Avenue  
Crystal Lake, IL 60014

Any notice, demand or written communication required or permitted to be given to Kane County under this Agreement shall be given in writing to:

Renee Thompson, Director  
1 Smoke Tree Office Complex  
Suite A  
North Aurora, IL 60542

**19. Salary and Bonus Limitations.** In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading Employment and Training that are available for expenditure on or after June 15, 2006 shall be used by a recipient or Subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.

**20. Entire Agreement.** The Agreement together with the Addendum and other attachments constitutes the entire Agreement between the Subrecipient and Kane County and supersedes all prior oral and written understandings. The Agreement and its Addenda may only be amended, supplemented, modified or cancelled by a written instrument duly executed by each party hereto.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed by their undersigned officials as duly authorized and effective as of the date first above written.

**For the Subrecipient:**

Signed by: Kurt Beier

Printed Name: Kurt Beier

Title: Executive Director

Date: \_\_\_\_\_

cn=Kurt Beier, o, ou,  
email=kbeier@firstinstitute  
.com, c=US  
2013.09.12 13:24:33 -05'00'

**For the County of Kane:**

Signed by: Christopher J. Lauzen

Printed Name: Christopher J. Lauzen

Title: County Board Chairman

Date: 9/16/2013

### **III. TERMS AND CONDITIONS**

The Subrecipient and Kane County, without exception, agree to the following Agreement terms and conditions:

- 1. Compliance with Program Specific Laws and Regulations.** The Subrecipient agrees that all activities under this Agreement shall be conducted in conformance with the Workforce Investment Act, Public Law 105-220, as amended and in effect from time to time. Subrecipient shall fully comply with all applicable statutes, regulations, rules, policies, guidelines, and procedures of the Federal government and DCEO. Subrecipient understands and agrees this Agreement is subject to modifications that may be required by Federal or State law, rules, or regulations applicable to this Agreement. Any such required modifications shall be incorporated into, and be part of, this Agreement.
- 2. Audit.** The Federal Single Audit Act of 1984 (Public Law 98-502), the Federal Single Audit Act Amendments of 1996 (P.L. 104-156) and Office of Management and Budget (OMB) Circular A-133 require an independent financial and compliance audit of each non-Federal entity that is a Recipient or Subrecipient of Federal funding and has cumulative expenditures of Federal funds of \$500,000 or more in a given fiscal year. The \$500,000 threshold is subject to change pursuant to the Federal Single Audit Act. Any references in this Agreement to this threshold will automatically change to comply with Federal requirements. The Acts further state that the audits are to be conducted in accordance with applicable auditing standards set forth in the *Standards for Audit of Governmental Organizations, Programs, Activities and Functions* issued by the Comptroller General of the United States (known as Government Auditing Standards).
  - a. General Audit Requirements for Federal Funds**
    - i. All non-Federal entities that expend \$500,000 or more in a fiscal year must have an organization-wide Single Audit conducted in accordance with Section .500 of OMB Circular A-133.
    - ii. All audits must be conducted annually unless one of the exceptions noted in Section .220 of Circular A-133 applies.
    - iii. The audit must be conducted by an independent auditor in accordance with Government Auditing Standards issued by the Comptroller General of the United States.
    - iv. Audits must be conducted in accordance with grant governing regulations.
  - b. Audit Requirements for Commercial Organizations**
    - i. Although OMB Circular A-133 exempts commercial (for-profit) organizations from Single Audit requirements, commercial organizations must comply with the rules associated with specific Federal Awards. Section 667.200 (b)(2)(ii) of the Federal Regulations for WIA state, "Commercial organizations which are sub recipients under Workforce Investment Act (WIA) Title I, and which expend more than the minimum level specified in OMB Circular A-133 (\$500,000) must have either an

organization-wide audit conducted in accordance with A-133 or a program specific financial and compliance audit.”

**c. Additional Audit Requirements Per This Agreement**

- i. The Subrecipient shall provide Kane County with a copy of final audit report within 30 days of the Subrecipient’s receipt of such report but in no event later than nine months following the end of the period for which the audit was performed.
- ii. Kane County, or its designee, and/or DCEO and the Federal funding authority may audit or review the Subrecipient’s programs, including but not limited to financial results, books and records and performance, funded through this Agreement. Subrecipient agrees to allow access to all records and provide copies of records for the purpose of audit and monitoring. Subrecipient shall cooperate with the agency or designee conducting the audit and actively cooperate to resolve any and all audit findings.
- iii. If the audit determines that the Subrecipient has expended funds which are questioned under the criteria set forth herein, the Subrecipient shall be notified and given the opportunity to justify questioned expenditures.

**3. Allowable Costs/Cost Principles.** Expenditures under this Agreement must be allowable, allocable, necessary and reasonable for proper and efficient operation, and comply with all applicable WIA as well as Federal cost principles applicable to the Subrecipient and/or the services approved in this Agreement including but not limited to the following:

- a. Allowable costs for state, local and Indian Tribal government organizations are contained in OMB Circular A-87;
- b. Allowable costs for non-profit entities are contained in OMB Circular A-122;
- c. Allowable costs for institutions of higher education are contained in OMB Circular A-21; and
- d. Allowable costs for commercial organizations and those non-profit organizations listed in Attachment C to OMB Circular A-122 are contained in Federal Acquisition Regulations (FAR), at 48 CFR Part 31.
- e. Administrative Requirements shall be in accordance with 29 CFR 95 or 97, whichever is applicable.

The Subrecipient shall be solely liable for all costs incurred or committed by Subrecipient that are not allowable under WIA and other applicable regulations and guidelines. In the event that Subrecipient is paid for costs not allowable under WIA and other applicable regulations and guidelines, Subrecipient shall repay such costs with non-WIA funds. In the event the Subrecipient is paid for costs not allowed, Kane County may deduct any overpayment for future allowable cost reimbursements made by Kane County. The County may charge interest on an overdue payment from the Subrecipient in accordance with the Federal Claims Collection Standards. The Subrecipient is responsible for ensuring that it and its subcontractors follows all

applicable Federal cost principles.

- 4. Accounting/Fiscal Control Requirements.** The Subrecipient's financial management system shall be structured to provide for accurate, current and complete disclosure of the financial results of this Agreement. The Subrecipient shall be accountable for all funds received under this Agreement and shall maintain effective control and accountability over all funds, equipment, property, and other assets under this Agreement.

The Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect revenues and expenditures of funds provided by Kane County under this Agreement. Fund accounting procedures shall be established as may be necessary to assure the proper expenditure of and accounting for Federal funds paid to the Subrecipient or any of its vendors, under this program, including procedures for monitoring the assistance provided under this program.

Supplies, materials, equipment, and/or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

No funds under this Agreement shall be used in any way to either promote or oppose the following: unionization, lobbying activities, political activities including political patronage, religious or anti-religious activities. No participant may be placed into or remain employed in any subsidized position which is affected by labor disputes involving layoffs, reductions in the workforce, or infringements of promotional opportunities.

- 5. Payment Requests and Reports.** The Subrecipient shall comply with all Kane County requirements and other processes and procedures in place, for submitting complete, accurate and timely invoices for the reimbursement of allowable costs incurred by Subrecipient.

- a. Complete and Accurate Invoices.** Subrecipient shall submit a complete and accurate invoice on a monthly basis for costs incurred and paid by Subrecipient during each month work is performed under this Agreement. Subrecipient invoices shall contain only allowable costs, shall exclude costs not allowable and shall be mathematically correct in computation and amount.

Invoices must include the date, period covered by the invoice and signature of Subrecipient or Subrecipient's duly authorized representative. Invoices shall be accompanied by supporting documentation for all amounts submitted, including copy of original source document (invoice or receipt), computations or allocations used to arrive at the amount submitted, copy of evidence of payment by Subrecipient (check or other payment evidence).

b. **Tracking of Expenses.** The Subrecipient shall keep records sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that funds have not been inappropriately expended and must have internal controls consistent with generally accepted accounting practices adopted by the American Institute of Certified Public Accountants (AICPA). Subgrant expenditures shall conform to the terms and conditions of this Agreement.

6. **Method of Compensation.** Payment to Subrecipient under this Agreement shall be made payable in name to the Subrecipient and sent to the address set forth in Section II.18 – Notices. Changes to the person to whom payments are sent or to the location to which payments are sent may be submitted by written notice to Kane County and signed by the Subrecipient.

7. **Limitations on Compensation.** In no event shall the Subrecipient be reimbursed for any cost incurred in excess of the total approved subgrant award amount. Any variation of any line item in excess of 15% requires written modification to this Agreement (Section III.10 – Modification Request Process). Under no circumstances shall Subrecipient be due reimbursement of any amount incurred in excess of the amount of this Agreement. This Agreement must be amended as specified in Section II. 10 – Modification Request Process before the Subrecipient may incur expenditures in excess of the Subrecipient's approved grant budget.

Any overpayment of grant funds as of the end date of the grant term specified in Section I.2 – Subgrant Award Amount shall be refunded to Kane County within 45 days from said end date, accompanied by a final grant closeout report in the format provided by Kane County. Subrecipient shall be liable for repayment of any grant funds that are expended in violation of the terms of this Agreement. The Subrecipient agrees to repay Kane County for any funds that are determined by DCEO to have not been spent in accordance with applicable regulations or rules.

8. **Travel Regulations.** Costs in accordance with the current State of Illinois Travel Regulations, or the travel policy of Kane County, are allowable for expenses for transportation, lodging, subsistence and related items incurred by Subrecipient's employees whose travel is required to perform the Subrecipient's Scope of Work expressed in Addendum A.

The Subrecipient must retain receipts as source documentation for travel expenses of its employees. Subrecipient shall be reimbursed for the cost of travel performed by its personnel in their privately owned automobiles at the IRS Business Standard Mileage Rate, or the Subrecipient's policy if less than the IRS rate, not to exceed the cost by the most direct economy route. If more than one person travels in such automobiles, no additional charge will be made by the Subrecipient.

No travel costs whatsoever for personnel travel from place of residence to and from normally assigned worksite shall be reimbursed.

9. **Modification to this Agreement.** Modification or change of any of the Provisions, Terms or Conditions of this Agreement shall only be made in writing, signed by Subrecipient and Kane County. Any changes or modifications made to this agreement shall only become effective on the date of execution of written changes. No oral statement of any persons, and no written statement other than Kane County's authorized signatory, shall be allowed to modify or otherwise affect the terms or meaning of this Agreement.

Modifications by Operation of Law. This Agreement is subject to modification where Illinois Department of Commerce and Economic Opportunity determines such modification may be required by Federal or State law or regulations applicable to the initial Grant Agreement. Any such modification shall be incorporated into and be part of this Agreement as if fully set forth herein. Kane County shall notify the Subrecipient in a timely manner of any pending implementation of or proposed amendment to such regulations of which Kane County has notice.

10. **Modification Request Process.** The Subrecipient may request a modification to this Agreement. To request a modification, the Subrecipient shall:

- a. Submit a written request for a modification to:

Renee Thompson, Director  
1 Smoke Tree Office Complex  
Suite A  
North Aurora, IL 60542

- b. The written request shall identify the purpose(s) of the modification and provide a justification for it. If the request involves a change in the contract budget, a revised Budget Narrative and a revised Budget must accompany the request.
- c. If the Subrecipient's request for a modification is approved, Subrecipient will be presented with and required to sign a written contract modification. The terms and conditions of this Agreement shall remain unchanged unless and until modifications are approved by Kane County and accepted by both Kane County and the Subrecipient as evidenced by their authorized signatures.

11. **Allowable Variances Among Line Items.** Actual expenses for any individual line item contained in the approved Budget may exceed the budgeted amount by up to 15% without amendment to this Agreement, provided the following conditions are met:

- a. The increase of up to 15% in any line item is offset by a corresponding decrease(s) of the same amount in another line item(s).
- b. No transfers may be made from any other cost category to staff salaries.
- c. The transfer does not increase the contract amount as reflected on the approved Budget.



**12. Record Retention and Right of Inspection.** The Subrecipient shall be responsible for establishing and maintaining adequate accounting books, records and controls sufficient to accurately track and report all financial transactions related to work performed, and costs incurred, under this Agreement. Subrecipient shall keep and maintain original source documents as evidence of all work performed, and cost incurred, under this Agreement. All records, data or information related to this Agreement are to be retained separately and distinctively from the records pertaining to other operations of the Subrecipient. Subrecipient shall maintain all financial, statistical, property, applicant and participant records, and all applicable supporting documentation for a period of four (4) years subsequent to the date the Subrecipient submits its final Grant expenditure report, close-out package, or the date all audits are complete and findings on all claims have been finally resolved, whichever occurs last.

In the event the Subrecipient becomes unable to retain the required WIA participant and financial records, such records shall be immediately transferred to Kane County's possession. Such records shall be transmitted to Kane County for acceptance in an orderly fashion with documents properly labeled and filed in an acceptable condition for storage. No records shall be disposed of without the prior written approval of Kane County. In the event that Subrecipient becomes unable to retain the required WIA participant and financial records, and Kane County is unable to accept the records, such records shall be immediately transferred to DCEO or its designee.

Subrecipient, during normal business hours, shall make available and provide access to any and all books and records pertaining to Subrecipient's performance of work and/or costs billed under this Agreement to Kane County, DCEO, Federal Funding or Regulatory Agencies and/or their designees upon written request. Such right to audit shall correspond with the above referenced record retention period for the Subrecipient.

**13. Participant Record Confidentiality.** Subrecipient shall not disclose any information concerning an applicant or participant for any purpose not in conformity with the State and Federal regulations, except upon written consent of the recipient or his responsible parent or guardian when authorized by law.

**14. Publication, Reproduction and Use of Material.** No material produced in whole or in part with funds provided under this Agreement shall be subject to copyright in the United States or in any other country. All documents, including reports, studies and other materials developed, produced or generated by Subrecipient as part of the performance required under this Agreement are referred to herein as the "Grant Documents."

Subrecipient may not undertake any publicity and advertisements, or publish any results or information about its Agreement, other than to make information known in or as to open meetings, without prior review and approval by Kane County.

- 15. Required Reports.** In addition to the reports set forth in the Section III.5 – Payment Requests and Reports, the Subrecipient is required to submit participant enrollment and outcome reports quarterly to Kane County, or as required to reconcile performance information entered regularly in the Illinois Workforce Development System (IWDS), DCEO's participant information system.

Subrecipient shall also agree to furnish any and all additional reports and materials as requested on a regular basis or from time to time by Kane County. This includes but is not limited to all necessary information and documentation required for the annual settlement or close-out of this Agreement.

- 16. Required Monitoring and Evaluation.** The Agreement will be monitored during the term of the Agreement for compliance with the terms, conditions, and specifications of the Agreement and for compliance with applicable Federal, State and County laws, regulations and rules applicable to this Agreement. The Subrecipient's performance will be assessed to gauge its impact upon the target population and for the effective and efficient utilization of WIA funds. Assessments will occur both during the operation of the program and upon its completion.

Oversight and monitoring of financial systems to determine if they are in compliance with all applicable Federal and State Laws, regulations, and rules applicable to this Agreement will be conducted by Kane County.

As specified in Section III.2 – Audit, the Subrecipient shall, at any time during normal business hours and as often as necessary, make available to Kane County or its designated representative for examination or audit, all of its records and data with respect to all matters covered by this Agreement. Kane County or its designee shall have the authority to audit, examine, and make excerpts or transcripts from records, including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement. All information and data prepared or assembled by the Subrecipient under this Agreement may be made available to the public upon request, except where the disclosure of information would constitute a clearly unwarranted invasion of personal privacy, or where the record is a trade secret or privileged or confidential commercial or financial information.

- 17. Ownership of Nonexpendable Personal Property.** Non-expendable personal property purchased by or through the Subrecipient with funds provided under this Agreement shall be held by the Subrecipient in trust for the benefit of the People of the State of Illinois. Upon termination of this Agreement and upon election of Kane County, the Subrecipient shall surrender possessions of such property to Kane County.
- 18. Property Management.** The Subrecipient may not purchase nonexpendable personal property items without the prior written approval from Kane County, and in the event of purchase of nonexpendable personal property items exceeding \$5,000

without the prior written approval from Kane County and DCEO or its designee. The Subrecipient agrees to comply with 29 CFR Part 95.34 or 29 CFR Part 97.32 i.e., OMB Circulars A-110 or A-102, as applicable, and State policies related to management of nonexpendable personal property. Subrecipient must maintain an inventory of all nonexpendable property purchased with funds received through the Agreement. Subrecipient shall not dispose of this equipment without the written approval of Kane County.

Subrecipient is 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. Subrecipient shall promptly notify Kane County in writing concerning the damage, loss, or theft. Subrecipient shall implement adequate maintenance procedures to keep the property in good condition.

- 19. Program Income.** Subrecipient is required to return all program income to Kane County unless the County allows the Subrecipient to retain program income for use in furthering WIA objectives in accordance with this Agreement. Program Income, as defined under 29 CFR Part 95.24 or 29 CFR Part 97.25, shall be used in accordance with 20 CFR Part 667.200(a) (5). For-profit Subrecipients that are not subsidiaries of a not-for-profit organization are exempt from the provisions of this clause.
- 20. Procurement.** The Subrecipient, if a unit of local government, shall follow the procurement standards as established in 29 CFR 97.36(b) through (i), and all other Subrecipients shall follow the procurement standards in 29 CFR 95.40 through 95.48.
- 21. Interest Income.** All interest earned on funds received under WIA Title I shall be treated as program income in accordance with Section 195(7)(B)(iii) of WIA.
- 22. Complaint Process.** The Subrecipient shall comply with a grievance procedure in accordance with Section 181(c) of WIA.
- 23. Conflict of Interest.** The Subrecipient hereby agrees that in administering this Agreement, it will take every reasonable course of action in order to maintain the integrity of this Agreement and to avoid any favoritism or questionable or improper conduct. The Agreement will be administered in an impartial manner, free from personal financial or political gain. The Subrecipient, its executive and management staff and employees, in administering this Agreement, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain. The Subrecipient and its employees are subject to the provisions of Section 117(g) of WIA.

#### **IV. APPLICABLE STATUTES**

The Subrecipient hereby certifies and assures that it will comply with each of the following requirements, as applicable under law, for throughout the duration of the term of this Agreement. Subrecipient further understands that failure to comply with any of the aforementioned results in a material breach of this agreement. Subrecipient understands that failure to comply with any of the requirements described in Section IV. Applicable Statutes may result in the termination of this Agreement, for cause, by Kane County.

1. **American with Disabilities Act.** The Americans with Disability Act (ADA) (42 U.S.C. 12101 et. seq.) and the regulations hereunder (28 CFR 35.130) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual agreements, in the provision of any aid, benefit or services. As a condition of receiving this Agreement, the Subrecipient certifies that services and activities under this Agreement are, and will continue to be, in compliance with the ADA.
2. **Anti-Bribery.** Subrecipient 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 or has made an admission of such guilt as defined in the Illinois Procurement Code (30 ILCS 500 et. seq.).
3. **Bid-Rigging/Bid Rotating.** The Subrecipient certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33 E-3 and 5/33 E-4).
4. **Default on Educational Loan.** The Subrecipient 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.
5. **Drug-Free Workplace (30 ILCS 580/1. et.seq.).** Subrecipient will make the certification required in this Agreement and will comply with all of the provisions of the Drug-Free Workplace Act, which are applicable to the Grantee. False certification or violation of the requirements of the Drug-Free Workplace Act may result in sanctions including, but not limited to, suspension of grant payments, termination of this Agreement and debarment of contracting or grant opportunities with Kane County for at least one (1) year but not more than five (5) years.
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition, and, thus:
    - i. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement;
    - ii. Notifying the employee in the statement that, as a condition of employment under the grant, the employee will abide by the terms of the statement; and notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar

- days after such conviction;
- iii. Notifying the Illinois Department of Commerce and Economic Opportunity or its designee in writing within ten (10) calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - iv. Taking one of the following actions, within thirty (30) calendar days of receiving notice, with respect to any employee who is so convicted – taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency;
  - b. Establishing an ongoing drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the Subrecipient's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all previous said.
6. **Freedom of Information Act (5 ILCS 140/1 et. seq.).** Applications, programmatic reports and other information obtained by Kane County under this Agreement shall be administered pursuant to the Freedom of Information Act.
  7. **Historic Preservation Act (20 ILCS 3420/1 et. seq.).** The Subrecipient will not expend funds under this Agreement which results in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property.
  8. **International Anti-Boycott Certification.** The Subrecipient certifies that neither it nor any substantially owned affiliate company 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.).
  9. **Land Trust/Beneficial Disclosure Act (765 ILCS 405/2.1).** No grant award funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Illinois Department of Commerce and Economic Opportunity identifying each beneficiary of the land trust by name and address and defining such interest therein.

**10. State of Illinois Discrimination Laws (775 ILCS 5/1-101, et. seq.).** In carrying out the performance required under this Agreement, the Subrecipient shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment, the Subrecipient's failure to comply with all applicable provisions of the Illinois Human Rights, or applicable rules and regulations promulgated hereunder, may result in a determination that the Subrecipient is ineligible for future contracts or subcontractors with Kane County, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

**11. Sexual Harassment.** The Subrecipient certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: the illegality of sexual harassment; the definition of sexual harassment under State law; a description of sexual harassment; internal complaint process including penalties; legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; directions on how to contact the Department and Commission and protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105 (B)(5)).

**12. Unemployment Insurance Act (820 ILCS 405/1900).** In the context of performance under this Agreement, the Subrecipient will or may have access to documents, files, records or other information that is confidential within the meaning of Section 1900 of the Unemployment Insurance Act and agrees to comply with all provisions set forth in Section 1900 of said Act.

**13. Federal, State and Local Tax Laws.** The Subrecipient complies with all Federal, State and local tax laws, including but not limited to the filing of all applicable tax returns.

## **V. CERTIFICATIONS**

The Subrecipient certifies that it shall comply with all to the following requirements throughout the duration of the term of this Agreement. Subrecipient understands that its failure to comply with any one or more of the following requirements results in a material breach of this Agreement. Subrecipient further understands that its failure to comply with any of the requirements described in Section V. Certifications may result in the termination of this Agreement, for cause, by Kane County.

1. Program Requirements as provided for under Section 181, 183, 184, 186, 187, 189 and 195 of the Workforce Investment Act.
2. 20 CFR Part 667.264(a)(2) prohibiting utilization of funds to carry out public service employment programs under Title I of the Workforce Investment Act.
3. The limitations on the use of funds as provided under 20 CFR Part 667.264(a) and 20

CFR Part 667 policy on lobbying restrictions as established.

4. 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).
5. Permit and cooperate with federal investigations undertaken in accordance with Section 185 of the Workforce Investment Act.
6. Section 134(e)(3) of the Act and 20 CFR Parts 663.815, 663.820, 663.825, 663.830 and 663.840 in making needs-based payments to individuals participating in a training program.
7. Record retention requirements contained in 29 CFR 95.53 or 29 CFR 97.42.
8. 29 CFR Part 667.270 that prohibits replacing a currently employed worker with any Workforce Investment Act participants.
9. Serve non-economically disadvantaged participants in accordance with Section 129(c)(5) of the Workforce Investment Act.
10. 20 CFR Part 667.262(a), 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.
11. Require all lower tier subcontractors to comply with the policy on lobbying restrictions as established in accordance with 29 CFR Part 93.
12. The policy on debarment and suspension regulations as established in accordance with 29 CFR Part 98.
13. Require all organizations, which are lower tier subcontractors and which expend more than the minimum level specified in OMB Circular A-133 (\$500,000 for Fiscal Years ending after December 31, 2003), have either an organization-wide audit conducted in accordance with OMB A-133 or a program specific financial and compliance audit (commercial firms).
14. Compliance with Sections 134(d)(4)(F)(iii) and 134(d)(4)(G) of the Workforce Investment Act.
15. Nondiscrimination statutes, including:
  - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
  - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financial housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
- j. The requirements of any other nondiscrimination statute(s) which may apply to the application.

**16. Equal Employment Opportunity.** All Subrecipients 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 Agreement Compliance Programs, and Equal Employment Opportunity Department of Labor."

**17. The Copeland "Anti-Kickback" Act** (18 U.S.C. 874) as supplemented in 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 Subrecipient or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, 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.

**18. The Davis-Bacon Act** as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provision Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Subrecipients 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, Subrecipients 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 an Agreement shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

**19. Agreement Work Hours and Safety Standards Act** (40 U.S.C. §327-330), Sections



102 and 107 as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each Subrecipient shall be required to compute the wages of every mechanic and laborer on the basis on a standard workweek of 40 hours. Work in excess of the standard workweek 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 workweek. 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 that 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.

20. Compliance 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.
21. 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).
22. **Byrd Anti-Lobbying Amendment** (31 U.S.C. §§1352). Subrecipients 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. See 29 CFR Part 98.
23. **Debarment and Suspension** (E.O.s 12549 and 12689). No Agreement shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement 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 Subrecipients declared ineligible under statutory or regulatory authority other than E.O. 12549. Subrecipients with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
24. **Proprietary Information.** During both the Agreement timeframe and after its completion, the Subrecipient agrees to keep and hold all Proprietary Information disclosed by Kane County, partnering entities, affiliates, customers, or vendors of the local workforce investment area in strict confidence and trust. Proprietary Information being that information of a confidential or secret nature, which includes, but is not limited to, marketing plans, product plans, business strategies, financial information, forecasts,

personnel information, and customer lists.

- 25. The United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act)** which amends 18 U.S.C. 175-175c. Among other things, this Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The Act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the Act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent (see "Public Health Security and Bioterrorism Preparedness and Response Act").
- 26.** Requirements for the use of U.S. flag air carriers by domestic recipients to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries. This requirement must not be influenced by factors of cost, convenience, or personal travel preference. The cost of travel under a ticket issued by a U.S. flag air carrier that leases space on a foreign air carrier under a code-sharing agreement is allowable if the purchase is in accordance with GSA regulations on U.S. flag air carriers and code shares.

## CERTIFICATION REGARDING LOBBYING

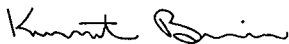
### *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

By accepting this grant, the signee hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit the attached Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The signer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$ 10,000 and not more than \$ 100,000 for each such failure.

First Institute Training & Management, Inc.

**Subrecipient Organization**



cn=Kurt Beier, o, ou,  
email=kbeier@firstinstitute.com,  
c=US  
2013.09.12 13:23:33 -05'00'

**Subrecipient Signature**

FITM2013-ADDWRR-DeKalb IB

**Contract Number**

9-12-13

**Date**

Kurt Beier, Executive Director

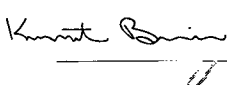
**Subrecipient Printed Name**

**DISCLOSURE OF LOBBYING ACTIVITY**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> N/A a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> N/A a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  <b>Congressional District, if known: 4c</b>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  N/A <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>  N/A	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>  N/A	<b>9. Award Amount, if known:</b>  \$ N/A	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):  N/A	<b>10. b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):  N/A	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than not more than \$10,000 and not more than \$100,000 for each such failure.</b>	<div>Signature:  <small>cn=Kurt Beier, o, ou, email=kbeier@firstinstitute.com, c=US 2013.09.12 13:21:12 -05'00'</small></div> <div>Print Name: Kurt Beier</div> <div>Title: Executive Director</div> <div>Telephone No.: 815-459-3500</div> <div>Date: 9-12-13</div>	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**VI. ADDENDA**

## VI. ADDENDA

Program Year 2013

Subrecipient: **FIRST INSTITUTE TRAINING & MANAGEMENT, INC.**

This document serves as an Addendum for the PY'13 contract with FIRST INSTITUTE TRAINING & MANAGEMENT, INC. for the delivery of WIA Title 1B Adult, Dislocated Worker, and Rapid Response services in DeKalb County. Items in this addendum supersede references within and throughout the original proposal and subsequent contract documents. This addendum becomes a part of the PY'13 sub-award.

As approved by the River Valley Workforce Investment Board, this contract represents a renewal that provides level funding in the amount of \$528,955 for the period of 7/1/13 through 6/30/14 that aligns with the funding amount for the prior program year. The funding stream distribution is \$317,373 for Adults and \$211,582 for Dislocated Workers.

With the departure of the Illinois Department of Employment Security (IDES) as a physical partner within the DeKalb workNet Center and given the operation of a new location as an affiliate site, FITM has presented reduced service numbers for Program Year 2013 as noted below. FITM provided a memo that details the justification/rationale supporting the reduction which is on-file with Kane County.

- 1) Serve 450 unregistered core level participants;
  - 2) Serve a total of 375 enrolled participants;
  - 3) 96 participants will receive Training Services;
  - 4) 6 participants will receive support services; and
  - 5) 75 employers will be served in some level of direct business services.
- 
- 1) Attached is a revised budget document which includes a cost allocation plan for the indirect costs line item along with a detailed budget narrative.
  - 2) Accurate and efficient financial management tracking will be required throughout the duration of the grant period. Reconciliation will be conducted on not less than a quarterly basis jointly with FITM and Kane County WIA staff.
  - 3) Monthly Monitoring and Reporting – Monitoring of spending will occur monthly through review of the monthly cost claims received and ITAs received. In addition, FITM will provide an updated ITA/SS tracking worksheet within 5 business days from the month end along with a summary of programmatic activity.
  - 4) Quarterly reporting will occur in face-to-face meetings to review and reconcile direct training expenses and discuss any other grant management items which may warrant discussion. Quarterly reporting is also required for any open Incumbent Worker projects approved for implementation. IWT projects developed will require inclusion of a Kane County WIA representative named on the project in the statewide IWTS.
  - 5) In the event ITA funds are exhausted and no longer available for distribution in the DeKalb Center, FITM will be required to implement a waiting list for assessed and approved customers for training. Communication to be provided customers must be approved prior to implementation through the Kane County WIA administration.

- 6) Direct Training funds have been budgeted across the LWIA, therefore, consideration of increased funding requests would not be entertained prior to December 31, 2013, at which time grant spending throughout the LWIA will be evaluated and recommendations forwarded to the River Valley WIB for consideration regarding needs identified for any additional funding.
- 7) FITM staff will be expected to clearly communicate to customers the path/steps that will need to be followed in order to move towards training services. This information should be clearly communicated to the customer during the initial application process as well as continue through the duration of their participation in services. FITM will be required to adhere to the LWIA policies on Veterans Priority of Service, and services to Individuals with Disabilities.
- 8) FITM will continue an increased focus on job preparation and placement assistance for participants. In doing so, FITM will be required to ensure WIA enrolled customers are served through the employer service efforts (with the exception of Incumbent Workers on IWT grants), and outcomes from this work are achieved that directly benefit enrolled WIA customers.

#####

**A. SCOPE OF WORK**

**RENEWAL OF PY'12 SCOPE OF WORK ON FILE  
FOR IMPLEMENTATION DURING PY'13,  
WITH ANY EXCEPTIONS REPRESENTED IN THE ADDENDA ATTACHED HEREIN  
AND MADE A PART HERETO THIS PY'13 SUB-RECIPIENT AGREEMENT**



## **B. BUDGET**

**PY'13 DEKALB TITLE IB BUDGET**

**ADULT SERVICES**

**Provider: First Institute Training & Management - DeKalb Site -3rd rev. 7/30/13 SSD**

OPERATING COSTS	ADULT (60%)	DISLOCATED WORKER (40%)	TOTAL
Salaries / Wages	\$138,817.54	\$92,545.03	\$231,362.57
Payroll Taxes (FICA, FUTA, SUTA)	\$14,337.44	\$9,558.30	\$23,895.74
Payroll Service Fees	\$4,961.34	\$3,307.56	\$8,268.90
Employee Fringe Benefits (401K & W/C)	\$10,781.25	\$7,187.50	\$17,968.75
Insurance	\$8,580.00	\$5,720.00	\$14,300.00
Office Supplies	\$1,500.00	\$1,000.00	\$2,500.00
Travel Costs	\$1,320.00	\$880.00	\$2,200.00
Audit	\$0.00	\$0.00	\$0.00
Other Operating Costs	\$1,227.60	\$818.40	\$2,046.00
<b>SUB-TOTAL OPERATING COSTS</b>	<b>\$181,525.17</b>	<b>\$121,016.79</b>	<b>\$302,541.96</b>
		<b>% of Total</b>	<b>57%</b>
*Indirect or Allocable Administrative Costs	\$14,400.00	\$9,600.00	\$24,000.00
<b>TOTAL OPERATING COSTS</b>			<b>\$326,541.96</b>

TRAINING ACTIVITIES / COST TYPE	ADULT	DISLOCATED WORKER	TOTAL
Supportive Services - Child Care	\$0.00	\$0.00	\$0.00
Supportive Services - Transportation	\$3,600.00	\$2,400.00	\$6,000.00
Supportive Services - Health Care Assistance	\$0.00	\$0.00	\$0.00
Supportive Services - Other	\$1,200.00	\$800.00	\$2,000.00
Occupational Training (ITA including tuition, books and fees)	\$115,567.82	\$77,045.22	\$192,613.04
Training Materials - (non ITA) (TABE's)	\$0.00	\$0.00	\$0.00
Other General Program Related Costs	\$0.00	\$0.00	\$0.00
Academic Remediation/Pre-Vocational Services (TABE Booklet's & Testing Sheets)	\$1,080.00	\$720.00	\$1,800.00
<b>SUB-TOTAL TRAINING COSTS</b>	<b>\$121,447.82</b>	<b>\$80,965.22</b>	<b>\$202,413.04</b>

		<b>% of Total</b>	<b>43%</b>
<b>SUB-TOTAL BEFORE PROFIT ADDED</b>	<b>\$300,651.21</b>	<b>\$199,600.79</b>	<b>\$528,955.00</b>

PROFIT REQUEST * -	ADULT	DISLOCATED WORKER	TOTAL
(See Narrative Instructions)	\$0.00	\$0.00	\$0.00

	60%	40%	
	<b>ADULT</b>	<b>DISLOCATED WORKER</b>	<b>TOTAL</b>
<b>TOTAL AMOUNT OF FUNDS REQUESTED</b>	<b>\$317,373.00</b>	<b>\$211,582.00</b>	<b>\$528,955.00</b>

\* Requires detailed attachment



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Date

## **C. BUDGET NARRATIVE**

**First Institute Training & Mgmt.**

**PY'13 Budget Narrative**

**Rev. 9/11/13**

**Budget Narrative Costs Explanation – Excel Spreadsheet with costs detail has been accepted and is on file with KCDEE. FITM will continue utilizing the accepted ITA Tracking Report. The Training Assessment Specialist will continue populating the spreadsheet with projections and ITA's issued on a daily and/or weekly basis, and actual expenditure adjustments will be made once we receive the ITA reconciliation reports from KCDEE. The ITA Tracking Report spreadsheet is forwarded to Sharon Dillon, Director of Client Services and to Rick Miller, Director of Operations for FITM, by the FITM Assessment Specialist, on a weekly basis so current expenditures can be reviewed and monitored as to prevent any possible overspending of our ITA budget for PY'13. The ITA Tracking Report for each month will continue to be forwarded by FITM to Renata Robinson, Director of Operations for KCDEE. This will allow a double check of monthly ITA expenditures in comparison to what KCDEE Fiscal Dept. has recorded.**

**Budget Categories**

- 1) Personnel/Employees –**
  - a) Salaries, hourly rate, & justification for each position – detail on file with KCDEE.**
  - b) Employee Benefits – detail on file with KCDEE.**
  - c) Other employee related costs: N/A at this time.**
- 2) Travel – PY'13 policy on file with KCDEE. Current travel rates are \$.565/mile. Effective current calendar year and will change accordingly as the Federal Rate changes. Sharon and Danita will require travel reimbursement for all business related activities, community and Chamber of Commerce functions, and for required meetings with Grant recipient. Billi, Patty, Dariana, and Amanda will require travel reimbursement to attend community committee meetings they are assigned to by the Director of Client Services.**
- 3) Office and all other Operating Cost Line Items - amount of \$2,046.00 is to be utilized for staff to attend Chamber of Commerce events, DCEDC events, DCHRM meetings, and other community functions pertinent to the recruiting of customers and employers to utilize the services at the DeKalb IWNC. Also, postage is included in this amount. Will need to increase this line item if new WIA 5 Operator doesn't provide on-going print cartridges for staff copier, 3 printers, and fax machine and also for on-going repairs of all.**
- 4) Participant Costs –**
  - a) Supportive Services – Transportation : 1A \$2,500 – to serve approx. 8 customers at an average issuance of \$312.50/customer. 1D \$1,000.00 to serve approx. 4 customers at an average issuance of \$250.00/customer.**  
**Supportive Services – Other: 1A \$1,000.00 to serve approx. 2-3 customers for car repairs or certification exams for non ITA related. 2 car repairs at \$400 each and certifications or work related needs 2 customers at \$100 each.**
  - b) ITA's - PY'13 ITA Projections are on file with KCDEE. Projections include carry-in customer totals and waiting list/new customers for PY'13.**

1A Carry-in Client's from PY'12 to be issued ITA's - 33  
 1A New Client's – ITA's to be issued in PY'13 – Approx. 24  
 1D Carry-in Client's from PY'12 to be issued ITA's - 19  
 1D New Client's – ITA's Issued in PY'13 – Approx. 20

**Total of 96 ITA's to be issued to unique customers**

44 New Customers Issued ITA's in PY'13  
 52 Carry-in From PY'12 Issued ITA's in PY'13

**1A Total Training Costs for PY'13 - \$115,568.00**

1A Total ITA's to be issued to unique clients - 57  
 1A Tuition/Fees Costs - \$76,275.00  
 1A Books/Training Materials - \$39,293.00

**1D Total Training Costs for PY'13 - \$77,045.00**

1D Total ITA's to be issued to unique client's – 39  
 1D Tuition/Fees Costs - \$50,850.00  
 1D Books/Training Materials - \$26,195.00

**PY'13 Service Plan**

**Core A Customers to be served: 450**

**Core B – 1A Customers to be served: 238**

Carry-in 166 (carry-ins will be counted on 7/1/13 on the Target  
 Population Summary Report) NOTE: ORIGINAL # OF  
 136 WAS CHANGED TO 166 DUE TO FINAL TARGET  
 POPULATION SUMMARY REPORT DATED 7/16/13  
 REPORTED A TOTAL OF 166 1A CARRY-IN CLIENTS

**New 72**

**Core B – 1D Customers to be served: 150**

Carry-in 97 (carry-ins will be counted on 7/1/13 on the Target  
 Population Summary Report) NOTE: ORIGINAL # OF  
 166 WAS CHANGED TO 113 DUE TO FINAL TARGET  
 POPULATION SUMMARY REPORT DATED 7/16/13  
 REPORTED A TOTAL OF 113 1A CARRY-IN CLIENTS

**New 53**

**NOTE: AVERAGES TO APPROX. 97 CUSTOMERS PER CASE MANAGER (388 TOTAL CLIENTS TO BE SERVED; INCLUDES CARRY-IN OF 263 CLIENTS AND 125 NEW) FITM WILL HAVE 4 CASE MANAGERS ON STAFF FOR PY'13.**

**Intensive 1A Customers to be served: 190**

**Intensive 1D customers to be served: 120**

**We are currently serving more 1A customers verses 1D at this time. About 60% 1A and 40% 1D and we expect this trend to continue into the PY'13 Program year and this is due to the lower wages earned by a larger majority of our customers.**

**We plan to continue the BARP Program and assisting clients to obtain at a minimum 1 level higher on their remedial areas; Reading, Math, Spelling, and Vocabulary.**

**We plan to continue remaining very active with our business community and promoting IWNC Services to them, as well as other services offered through AIM.**

Indirect Costs are based on a percentage of the staff salary.

**Staff Salary**

		Dislocated Worker	
		Adult (60%)	(40%)
Patricia Braksick	\$35,020.00	\$21,012.00	\$14,008.00
Sharon Dillon	\$59,753.09	\$35,851.85	\$23,901.24
Dariana Mahaffey	\$30,900.00	\$18,540.00	\$12,360.00
Danita Sims	\$31,827.00	\$19,096.20	\$12,730.80
Billi Tierney	\$49,636.88	\$29,782.13	\$19,854.75
New Hire	<u>\$24,225.60</u>	<u>\$14,535.36</u>	<u>\$9,690.24</u>
	\$231,362.57	\$138,817.54	\$92,545.03

		Dislocated Worker	
		Adult (60%)	(40%)
Indirect Costs	% of Direct Costs		
Kurt Beier	1%	\$2,888.00	\$1,732.80
Anne Miller	3%	\$7,072.00	\$4,243.20
Rick Miller	6%	<u>\$14,040.00</u>	<u>\$8,424.00</u>
		\$24,000.00	\$14,400.00
			\$9,600.00

**PY13 DeKalb Indirect Administrative Costs**

**Operations Manager**

**Rick Miller                      416 hours /year                      \$14,040.00**

The Operations Manager's administrative commitment to DeKalb includes the oversight and monitoring of administrative functions, facilitate procurement, property management, personnel management, and enhance system procedures.

**Fiscal Manager**

**Anne Miller                      170 hours/year                      \$7,072.00**

The Fiscal Manager is responsible for monthly billing/invoicing and providing supportive service checks to our customers in DeKalb County. The Fiscal Manager is also responsible for payroll processing. This will be submitted monthly with a time and work report documenting hours worked.

**Executive Director**

**Kurt Beier                      40 hours/year                      \$2,888.00**

The Executive Director commitment to DeKalb is meeting with Director of Client Services and the Operations Manager on a monthly basis to ensure the program is running successfully. The Executive Director attends RVWIB meetings and represents FITM-DeKalb. This will be documented and submitted with a time and work report.