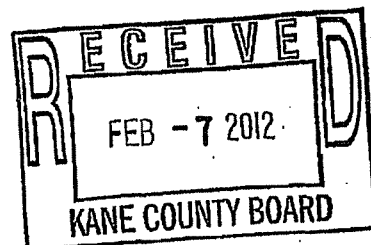


County of Kane
Office of County Board
Kane County Government Center



Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

DOCUMENT VET SHEET

for

**Karen McConnaughay
Chairman, Kane County Board**

Name of Document: Service Agreement – WIA Management Consultant Service

Submitted by: Tim Keovongsak / Purchasing Dept.

Date Submitted: February 7, 2012

Examined by: Joseph Lulves
(Print name)

[Signature]
(Signature)

2-7-12
(Date)

Post on Web: Yes No Atty. Initials JTL

Comments:
Request approval and Chairman's signature for execution of attach Service Agreement for WIA Management Consultant Service, RFP 46-011. Please notify Purchasing when available for pick up, x25929.

Attachment: Service Agreement

Chairman signed: Yes No 2/7/12
(Date)

Document returned to: Tim K.

SERVICE AGREEMENT

This Agreement is entered into this 25th day of October, 2011, between the River Valley Workforce Investment Board and Kane County, with offices at 1 Smoketree Business Park, Suite A, North Aurora, Illinois and 719 South Batavia Avenue, Geneva, Illinois 60134 (hereinafter the OWNER) and Kerber, Eck & Braeckel LLP, with an office at 1000 Meyer Building, 1 West Old State Capitol Plaza, Springfield, Illinois, and licensed to do business in the State of Illinois (hereinafter the CONSULTANT).

WITNESSETH, that the RVWIB and the COUNTY has determined that it requires Workforce Investment Act fiscal services and the CONSULTANT is in the business of providing these services and is willing to provide same, for and according to the terms and conditions of the attached Contract Documents.

Now therefore in consideration of the mutual promises delineated in the Contract Documents, the parties agree that:

- 1. CONSULTANT shall perform all of the work; furnish all of the material and labor necessary to complete the aforementioned services.
- 2. The Contract Documents shall consist of the following listed documents, signed by the CONSULTANT where necessary, and which are attached to this Agreement and incorporated herein by reference:

- A. KEB cover letter (Dated 9/29/11)
- B. Plan of Work
- C. Appendices A - J

3. This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance.

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand the Contract Documents and this Agreement and intend to be bound by their terms.

COUNTY OF KANE, IL
 By: *Karen McConaughay*
 Karen McConaughay
 Chairman, County Board
 Kane County, Illinois

Date: 2/7/12

RVWIB
 By: *Frank Griffin*
 Frank Griffin

[Title] _____

Date: _____

KEBER, ECK & BRAECKEL LLP
 By: *Sky Hade*
 [Title] PRINCIPAL

Date: Oct. 25, 2011

ATTEST:
 By: *Dein P. Jenkins*
 [Name]

[Title] Director of Operations

Date: 10/25/11



Kerber, Eck & Braeckel LLP

CPAs and
Management Consultants

1000 Myers Building
1 West Old State Capitol Plaza
Springfield, IL 62701-1268
ph 217.789.0960
fax 217.789.2822
www.kebcpa.com

September 29, 2011

Mr. Jim Hansen
Kane County Government Center
Purchasing Department, Building A
719 S. Batavia Avenue
Geneva, Illinois 60134

Dear Mr. Hansen:

KERBER, ECK & BRAECKEL LLP (KEB) is pleased to present to you our proposal to provide Workforce Investment Act (WIA) Fiscal Services on behalf of the River Valley Workforce Investment Board (RVWIB) and the County of Kane. Per Request for Proposals (RFP) 46-011, an original, five (5) copies and an electronic copy of our proposal are being submitted. Our proposal was prepared in accordance with the RFP and the subsequent addenda issued to it.

KEB has significant experience and expertise conducting grant management, financial services and fiscal oversight to assure fund integrity. We also have provided technical support and training to workforce development agencies throughout Illinois for 25 years. The scope of services described in our enclosed proposal is based on the parameters articulated in RFP 46-011. Our proposal is also based on the following assumptions:

1. The RVWIB and the County of Kane seek consulting services to immediately institute sound financial management in administering WIA grants for the Local Workforce Area Investment (LWIA) 5.
2. The procurement of WIA Fiscal Services is motivated in part by a desire to identify priorities for process improvements that will assure the County of Kane institutes efficient and effective WIA grant management systems during and after the consulting engagement.
3. The Fiscal Services consultant will need to gain in-depth insight through initial on-site management. The initial phase will be followed by a transition and training period to assure the transfer of knowledge of WIA-specific processes and regulations is instituted within the Kane County Finance Department.

Other Locations

Jacksonville, IL • Belleville, IL • Carbondale, IL • Cape Girardeau, MO • St. Louis, MO • Milwaukee, WI

If any of these assumptions is incorrect, we would be happy to adjust the proposed scope of services described in our proposal to better align with your needs.

In summary, we propose the following four phases during a one-year engagement:

Phase I ***Financial Management and Process Improvement Priorities*** ***Months 1-2***
KEB will provide an Interim Fiscal Services Manager to initially work full-time on site. The Manager will reconcile WIA revenues and expenditures and Individual Training Accounts (ITAs) since the New World Systems accounting software installation. He also will direct daily functions of WIA financial management, including reviewing and approving invoices and supporting documentation, verifying allowable expenses against contracts, processing payments, and managing and tracking ITAs by funding stream.

As the Interim Fiscal Services Manager becomes familiar with current processes, procedures and challenges, he will team with KEB's Process Improvement Specialists, as well as the RVWIB and County of Kane Staff, to identify and prioritize process improvements. This will include reviewing the ITA processing flow from creation to payment, as well as other steps and procedures for cost allocation planning, reporting and invoicing.

KEB will work with the RVWIB and/or the County of Kane to develop a Work Plan for implementation of all priorities identified. The Work Plan will outline the intended outcome, specific steps, responsible individuals, and approximate timetable for implementation of each process improvement priority. KEB will submit the Work Plan to the RVWIB and/or the County of Kane for approval before proceeding to Phase II.

Phase II ***Implementation of Process Improvements*** ***Months 2-5***
KEB will follow the approved Work Plan for each identified priority. We will work with the RVWIB, the County of Kane and Staff to address each process improvement in the order of their priority. We will define solutions, conduct process mapping and revise relevant forms to support the implementation of each improvement.

Phase III ***Refinement of Process Improvements*** ***Months 4-7***
The Interim Fiscal Services Manager will monitor the implementation of each process improvement outlined in the Work Plan. As adjustments are needed, the Interim Fiscal Manager will work with the LWIA 5 Staff to refine the new processes to assure their efficiency and effectiveness.

KEB also will assess staffing needs to support each improved process as it is implemented.

Phase IV Transition and Training of Internal WIA Fiscal Manager Months 8-12

KEB will work with the RVWIB and the County of Kane to develop a Transition Plan for transferring the Interim Fiscal Services management duties to an internal WIA Fiscal Manager. The Transition Plan will outline specific tasks, responsible individuals and timelines for all WIA fiscal management functions. Once the Transition Plan is approved by the RVWIB and/or the County of Kane, KEB will conduct the necessary training of LWIA 5 Staff.

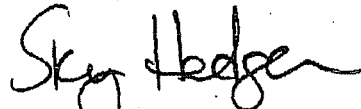
In the final phase, KEB also will recommend a final staffing plan to support the new internal WIA Fiscal Manager and new processes.

If, after reviewing our proposal, you determine that modifications are needed to the scope of services proposed, we are willing to consider making these modifications and adjusting our proposed fees accordingly.

If representatives of the River Valley Workforce Investment Board or the County of Kane have questions about our proposal, or require additional information, please contact Mr. Skip Hedger at (217) 789-0960.

Thank you for considering our proposal and for the opportunity of offering our services to you.

Sincerely,



Skip Hedger, Principal

KERBER, ECK & BRAECKEL LLP

SH:eg
Enclosures

C. PLAN OF WORK

KEB's proposal addresses all required Fiscal Services described in the Request for Proposals (RFP). Our plan of work for each major service component identified in the RFP is described below.

1. Reconciliation of WIA Funds

KEB is prepared to meet all of the Reconciliation of WIA Funds requirements specified in the Detailed Scope of Work Section of the RFP.

We will confirm and reconcile the WIA revenues and expenditures since the inception of the New World Systems accounting software for the County of Kane. We will reconcile the close-outs submitted to the Illinois Department of Commerce and Economic Opportunity (DCEO) to the expenditures reflected in the New World accounting software. And we will reconcile the Individual Training Accounts (ITAs) contained in the Illinois Workforce Development System (IWDS) to the ITA database. We also will ensure the payments made and refunds associated with the ITA are in the ITA database.

2. Reorganization of WIA Fiscal Systems

KEB is prepared to meet all of the Reorganization of WIA Fiscal Systems Section in the RFP.

We will review the flow of documentation from the creation of an ITA to its modification and its payment process by program year and by funding stream. We will document and analyze the flow of documents between the case manager and fiscal personnel through each step and work with the RVWIB and the County of Kane to identify priorities for improving that documentation flow.

We will assist with the budgeting, cost allocation planning, reporting, invoicing and documentation procedures and other fiscal management procedures.

KEB also will provide training and technical assistance to LWIA 5 sub-recipients and Staff on fiscal management policies, procedures and monitoring related to the administration of contractors, as needed.

3. Acceptance and Maintenance of WIA Funds

KEB is prepared to meet all of the Acceptance and Maintenance of WIA Funds requirements specified in the Scope of Work Section of the RFP.

We will assist in the projecting cash needs and requesting cash to coincide with timely payment to service providers. In consultation with the County of Kane, we will use reimbursement requests, budgets and historical data to periodically determine the amount of cash needed to pay operating costs and service providers, as well as to submit a cash request.

Cash requests will be prepared and submitted with the assistance of the Fiscal Services Accountant. Cash will only be drawn to the extent needed to pay disbursements and will be held in an interest bearing account.

We will assist in the management of all funds to assure compliance with applicable Federal, State and River Valley Workforce Investment Board (RVWIB) policies, program-specific regulations, and responsible internal controls.

4. Accounting of Funds

KEB is prepared to meet all of the Accounting of Funds requirements specified in the Scope of Work Section of the RFP.

We will review the existing chart of accounts to assure transactions are properly coded to provide the financial information needed for Federal and State reporting and responsible program management. This includes all revenue, expenditures, program income and applicable credits associated with WIA funds for Program Year 2011 by funding stream for the duration of our services.

KEB will ensure that all financial procedures are in compliance with Generally Accepted Accounting Procedures (GAAP), Office of Management and Budget (OMB) policies, Code of Federal Regulations (CFR), Federal Acquisition Regulations (FAR), and any other Federal or State regulatory requirements to limit the risk of questioned or disallowed costs.

We will implement, in consultation with the RVWIB and/or the County of Kane, new or modified procedures or invoicing processes deemed necessary by the RVWIB and/or County of Kane. We will assure the accounting system is structured so that expenditures are accounted for by expense type and service provider/sub-recipient. The reporting by providers will be on the accrual basis of accounting.

Each process, from processing Individual Training Account (ITA) invoices to cash requests, will include close cooperation between the Interim Fiscal Services Manager and Fiscal Services Accountant. Every process will include a unique checklist to guide Accounting Support Staff in processing transactions, as well as a system for addressing any issues that arise. Payments and supporting documentation will always be reviewed by the Fiscal Services Project Manager and will be promptly time stamped, filed and recorded in the appropriate database.

Once these transactions have been entered and reviewed, KEB will continue to generate a series of reports using the New World Systems software. KEB will use the following or similar New World Systems modules, at a minimum: general ledger, accounts payable, payroll and report writing, as well as any modules that support the accounting and inventory of ITAs.

We understand that it is our responsibility to ensure that amounts payable to contractors, providers of training through ITAs and/or vendors and others are paid in accordance with

established time frames from existing funds and are supported by the appropriate documentation for monitoring and audit purposes. We also understand that, as the Interim Fiscal Services Manager, we are responsible for ensuring that accounts receivable from outside entities are collected and reported on a timely basis.

Through the capabilities of the New World Systems accounting software, we will maintain a record of all financial transactions for WIA and other funds allocated and expended in the workforce area.

We will commit to be available to assist the RVWIB and/or the County of Kane with cost allocation planning, reporting, invoicing and documentation procedures and other fiscal management procedures, as needed.

5. Financial & Grant Reporting

KEB is prepared to meet all of the Financial and Grant Reporting requirements specified in the Scope of Work Section of the RFP.

Based on information that will be entered into the New World Systems accounting system, KEB will be prepared to provide reports on a monthly basis to the RVWIB and Kane County. The reports will identify revenues, expenditures, accounts payable, accounts receivable, and balances and obligations, by funding stream, and lower-tier sub-recipients. KEB will work with the RVWIB and/or the County of Kane to provide access to the New World Systems accounting software so that reports may be run on an as-needed basis.

We understand the following reports are to be prepared, at a minimum, on a monthly basis:

- Budget to Actual contract expenditures;
- Budget to Actual grant expenditures.

We will also assist in the timely and accurate reporting of information transmitted through DCEO's Grant Reporting System (GRS).

At least quarterly, KEB will report total obligations by funding stream to the RVWIB and/or the County of Kane. On a monthly basis at the direction of the RVWIB and/or the County of Kane, financial reports will be provided to the RVWIB and its Executive and Fiscal Committees. In addition to routine reports, we will also prepare, as required, monthly, quarterly and on-demand reports to enable the RVWIB and the County of Kane to effectively manage its financial resources and to support decision making.

We understand we have an obligation to ensure expenditures are in conformity with Federal and State Regulations and WIA provisions and certain other rules and regulations under OMB and FAR. We will take affirmative steps to identify and raise potential issues related to compliance with designated RVWIB and CEO Staff and work with you to resolve those issues to our mutual satisfaction. While ensuring that expenditures of these funds are

properly and accurately accounted for, we also will prepare on a timely basis required Federal and State financial reports associated with management of grant funds.

KEB is committed to providing reports and other assistance to the RVWIB and/or the County of Kane to monitor fiscal performance of all lower-tier sub-recipients and budgets to ensure that expenditures conform to funding conditions.

KEB will prepare closeout packages required by the grant agreements. We will initiate a closeout process for lower-tier sub-recipients that is structured and timed to ensure that the grants for which we are responsible as Interim Fiscal Services Manager can be closed out accurately and timely.

We will respond to and cooperate with State and Federal monitoring of grants and independent audits.

6. Recovery/Reimbursement

KEB is prepared to meet all of the Recovery/Reimbursement requirements specified in the Scope of Work Section of the RFP.

In cooperation with the RVWIB, County of Kane and/or Grantor, KEB will use reasonable efforts to assist with the recovery of any disallowed funds paid to sub-recipients. To the extent that those funds are recovered from the lower-tier sub-recipient, we will assure those funds are properly accounted for and reimbursed to the RVWIB and/or Grantor. KEB understands we will not be liable for any amounts in excess of the fees paid to us as Interim Fiscal Services Manager by the RVWIB or for any consequential, incidental, special or indirect damages.

7. Deliverables

KEB is prepared to meet all of the Deliverable requirements specified in the Scope of Work Section of the RFP.

Specifically, we will:

- Process WIA-compliant reimbursement requests according to the timeframes agreed upon with the RVWIB;
- Accurately account for grant funds by funding stream and other ways the RVWIB finds useful for purposes of program management;
- Provide monthly financial reports that meet the RVWIB's needs; and
- Cooperate with the RVWIB and CEO toward goals and objectives established by LWIA 5.

In addition, we intend to work with the RVWIB and the County of Kane to assure that the financial information available to it is sufficient to:

- Closely manage obligation and accrued expenditure levels and trends by funding stream so that RVWIB and/or the County of Kane management can take timely action to ensure obligation and expenditure levels are consistent with plans and expectations.
- Identify obligation and/or accrued expenditure rate issues at a service provider level (*i.e.*, lower-tier sub-recipients) so that timely action can be taken to address deficiencies or concerns.
- Closely track ITA expenditures and work with the RVWIB and/or the County of Kane to report ITA obligations to assure that the funds available for ITAs are reflective of financial obligation changes that occur through the ordinary dynamics of ITA activity (*e.g.*, changes in planned coursework that affect tuition, discontinuation of coursework, etc.).
- Provide accurate information on ITA obligations that span program years so that ITA funds obligated for participants carried forward into a new program year are set aside for these participants.

KEB pledges to cooperate with the RVWIB, the County of Kane and the CEO as they provide training opportunities for local area residents that match the existing and future workforce needs of employers. We also will assist the RVWIB and/or the County of Kane in assessing payment processing and procedures to ensure that they are efficient, effective and otherwise meet LWIA 5's operating needs. Our Process Improvement Specialists will periodically evaluate current procedures to improve their effectiveness and efficiency. In addition, the Process Improvement Specialists will be available to train service providers and other lower-tier sub-recipients on financial management policies and procedures and monitoring requirements.

Delivery of Fiscal Services

KEB will commit to regular on-site presence to maintain a strong working relationship and face-to-face interaction with RVWIB Staff, County of Kane Staff and service providers. The Interim Fiscal Services Manager will be present on-site at a frequency and schedule determined jointly with the RVWIB and/or the County of Kane. The Interim Fiscal Services Manager will also be available at all other times to field questions and to ensure compliance with processes, systems and regulations. Subject to future discussions with you about our services, our proposal makes the following assumptions about the onsite presence of the Interim Fiscal Services Manager:

- He will be onsite full time during the first thirty days of our engagement.
- He will be onsite an average of two days per week during the second thirty days of our engagement.
- He will be onsite an average of 1 day per week for all months following the initial 60-day period.
- He will be onsite as required for all RVWIB, Kane County Board, DCEO or other meetings directly related to the services described in our proposal.

KEB Process Improvement Specialists and others on the KEB service teams will also be onsite as required during the period of our engagement

APPENDICES

APPENDIX A. PROPOSAL CHECKLIST

APPENDIX A - Proposal Checklist

All proposals must meet the following technical specifications

- Typewritten on 8 ½ by 11 unruled paper, single sided
- Font size of 12 point
- 1 inch side, top and bottom margins
- Pages numbered consecutively at the bottom of the page (page _ of _)
- Proposal Checklist – Appendix A
- Proposal Content
 - Bidder's Background, Performance and Organizational Stability
 - Bidder's Qualifications and Staffing
 - Plan of Work
 - References – minimum of 3
 - Resources
 - Budget (Appendix D and E)
- Audit or financial statement is provided
- The audit was not qualified and references have indicated that there were no fiscal concerns
- Internal and external evaluations for current and prior two years
- Legal action history against organization for current and prior two years
- Bidder can support the services without any advances
- Insurance certification form submitted and signed – Appendix B
- Administrative and Financial Management Survey and Certification submitted and signed – Appendix C
- Agreement General Provisions submitted and signed – Appendix F
- Terms and Conditions submitted and signed – Appendix G
- Assurances and Certifications submitted and signed – Appendix H
- Applicable Statutes and Certification submitted and signed – Appendix I
- Debarment Certification - Appendix J
- The original proposal and all signature forms are signed by the bidder's authorized signatory authority and five (5) copies in addition to the original
- Electronic copy of narrative and budget
- Where the use of an established subcontractor(s) is proposed, original certifications from each subcontractor attesting to their agreement to all terms of the proposal and any resulting contract and reference supporting procurement policies and documents are included
- Bidding organization submitted a Letter of Intent to bid by the deadline
- Proposal submitted by the deadline

APPENDIX B. CERTIFICATE OF INSURANCE

APPENDIX B – Certificate of Insurance

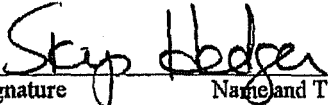
The bidder understands that if selected they are required to maintain public liability, casualty and auto insurance in sufficient amount to protect the RVWIB and County of Kane from liability for acts of the bidder and risks and indemnities assumed by the bidder.

The bidder understands that if selected they must have the minimum coverage, as listed in Section B.16 of the County of Kane's Terms and Conditions

The bidder understands that if selected they are required to carry Worker's Compensation Insurance in amount required by law.

The bidder understands that if selected they are required to provide to the County of Kane copies of certificate of insurance evidencing the coverage described.

The undersigned hereby assures and certifies that they understand and comply with the terms of the Certificate of Insurance set forth by the County of Kane or where not accepted the following itemized exceptions are proposed.

| | |
|--|--------------------|
|  | September 29, 2011 |
| Signature | Date |
| Name and Title of Authorized Representative | |

Kerber, Eck & Braeckel LLP
Name of Applicant Organization

APPENDIX C. ADMINISTRATIVE AND FINANCIAL MANAGEMENT SURVEY AND CERTIFICATION

APPENDIX C - Administrative and Financial Management Survey and Certification

- The bidder has demonstrated that it has the necessary administrative capability and fiscal responsibility needed to provide Fiscal Services.
- The bidder understands and has the capacity to provide the services proposed until reimbursement or payment has been made. The County of Kane will not provide advances.
- The bidder understands and has the fiscal capacity to pay for non-approved costs and for audit disallowances.
- The bidder understands that all costs including salaries are subject to negotiation as a part of the contracting process. The RVWIB and County of Kane will compare salaries and other costs proposed with costs and salaries for similar positions and responsibilities within the County of Kane in arriving at reasonable costs negotiated.
- Has the proposing organization ever filed a petition in bankruptcy? No Yes If yes, provide explanatory information.
- Has the proposing organization ever had to pay back funds to a funding source or the federal government? No Yes If yes, please explain.
- Does the proposing organization have the facilities to maintain the records for a minimum of 5 years? No Yes
- Is the proposing organization combining funds or other available resources with the funds requested under this proposal? No Yes If yes, explain.
- Does proposing organization have other funding sources? No Yes If yes, please explain.
- What is the proposing organization's main source of income?
- Corporate Information:
- Is bidder a corporation? No Yes If yes, what is the corporation's state of incorporation?
- Is the corporation registered to do business in the State of Illinois? No Yes
- Is the corporation a subsidiary or wholly owned corporation of another corporation?
- If the corporation is a wholly owned or subsidiary corporation has the information provided regarding the corporations fiscal references been provided for the corporation applying for funding? No Yes
- Has the subsidiary/wholly owned corporation provided a copy of their annual financial statement? No Yes
- How long has the subsidiary or wholly owned corporation been in business?
- Have any of bidder's officers been indicted or convicted of a crime involving fraud, embezzlement, theft, or conversion? No Yes If yes, explain.

The undersigned certifies that no representative of the corporation has exerted any undue influence on the procurement process, violated any federal, state or local procurement, conflict of interests or ethics law in seeking funding under this Request for Proposals:

Stig Hedger PRINCIPAL September 29, 2011
 Signature Name and Title of Authorized Representative Date

Kerber, Eck & Braeckel LLP
 Name of Applicant Organization

APPENDIX D. BUDGET INFORMATION AND STAFFING PLAN

**Fiscal Services for the River Valley Workforce Investment Board and the County of Kane
Kerber, Eck & Braeckel LLP**

| Staff Position | Name | Hourly Rate | Hours | Extension |
|--|-----------------|-------------|-------|------------------|
| Workforce Development Expert | Skip Hedger | \$275 | 120 | \$33,000 |
| Interim Fiscal Services Manager | Jacob Seyffer | \$140 | 300 | \$42,000 |
| Government Accounting Expert | Deborah Ringer | \$245 | 10 | \$2,450 |
| Fiscal Services Accounting Manager | Debby Clemence | \$145 | 10 | \$1,450 |
| Process Improvement Specialist | Jennifer Butler | \$170 | 120 | \$20,400 |
| Process Improvement Specialist | Bethany Jaeger | \$110 | 100 | \$11,100 |
| Fiscal Services Accountant | | \$88 | 200 | \$17,600 |
| Accounting Services Staff Support | | \$85 | 100 | \$8,500 |
| | | | 960 | \$ 136,500.00 |
| Travel and Lodging Expenses | | | | \$12,500 |
| Total | | | | \$149,000 |
| <p>Note: This schedule is in lieu of the form provided in the RFP. Please see the following page for additional information.</p> | | | | |

APPENDIX E. BUDGET NARRATIVE

Fees for the services described in this proposal are estimated to be \$136,500. This estimate assumes up to 960 hours will be needed to complete the required scope of services and to provide project deliverables.

Our fees for professional services are based on billing rates established by the firm for each individual assigned to a project. These rates are comprehensive and include all overhead, material and related costs. Firm billing rates are structured to reflect the level of experience and expertise of each individual assigned to the engagement.

In addition to the fees quoted above, we also expect to incur out-of-pocket expenses of up to \$12,500. These estimated expenses cover anticipated meals, lodging and transportation. Expenses will be charged at the actual rate incurred or \$12,500, whichever is less. Assuming expenses at the maximum amount of \$12,500, the total cost for the services described in our proposal is \$149,000.

KEB understands that all costs should be necessary and reasonable according to the Federal guidelines set forth in the “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” (also known as the “Common Rule”) codified at 29 CFR Part 97 (97.22), and “Grants and Agreements with Institutes of Higher Education, Hospitals, and Other Non-Profit Organizations” (also known as OMB Circular A-110) codified at 20 CFR Part 95 (95.27).

APPENDIX F. AGREEMENT GENERAL PROVISIONS

APPENDIX F – Agreement General Provisions

The bidder hereby assures and certifies that if selected they will accept all of the contract provisions set forth by the County of Kane or where not accepted the bidder will itemize any and all exceptions

1. **Contractor Authority.** Contractor 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 apply for this grant and to execute the proposed program or project described in hereof. Contractor's execution of this Agreement shall serve as its attestation that Contractor 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 Contractor, and shall in all respects be subject to the rules and regulations of the Contractor 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. The Contractor 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 the County or the Grant Recipient thereof or obligate the County or Grant Recipient in an amount in excess of the amount appropriated. This Agreement shall become null and void in the event that the County fails to obtain the requisite appropriation to pay the grant in any year in which this Agreement is in effect.
5. **Delivery of Contractor Payments.** Payment to the Contractor under this Agreement shall be made payable in the name of the Contractor and sent to the address specified in this agreement. Any change in address to which payments will be sent must be requested in writing, and signed by Contractor and sent to the County as set forth in the General Provisions - Notices section of this Agreement. Upon Proper notification the County shall institute the change within 15 working days after receipt of such notice.
6. **Grant Closeout.** The Contractor will be responsible for the completion and submission of a final Grant Closeout Report in a format agreeable to the County, within 45 days after the expiration or termination of this Agreement. The Contractor must report on the expenditure of grant funds provided by the State, and if applicable, the Contractor's required matching funds. The Contractor is responsible for taking the necessary steps to correct any deficiencies disclosed by such Grant Closeout Report, including such action as the 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 Contractor must within 45 days of the expiration or termination of this Agreement, refund to the County, any balance of funds which 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 Contractor shall maintain during the Agreement, insurance issued by responsible insurance companies or maintain self-insurance acceptable to the County for protection of the County, Contractor and participants. The Contractor 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 as listed in the County of Kane's Terms and Conditions.

Business Automotive Liability – including coverage for all owned, hired and non-owned vehicles. Coverage shall at a minimum as listed in the County of Kane's Terms and Conditions.

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.

Contractor 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 the County for loss of funding, for cause, or for convenience.

Termination Due to Loss of Funding: Obligations of the 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 (DCBO) 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 the County, in the event that the County suffers a loss of funding or termination of funding which permits it to fund, in full, the Contractor. In the event the County suffers such a loss of funding in full or in part, the County shall give the Contractor 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, the County determines that the Contractor has failed to comply with any of the terms, conditions or provisions of this Contract, including any applicable rules or regulations, the County may terminate this Agreement in full, or in part, at any time before the expiration date of this Contract. The County shall notify the Contractor in writing of the reasons for the termination and the effective date of such termination. The Contractor shall not incur any reimbursable costs after the effective date of the termination. The County, at its sole discretion, may allow such necessary and proper costs which the Contractor could not avoid. The Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Contractor, and the County may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

Termination for Convenience: The 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, Contractor shall discontinue in compliance with the notice. The Contractor shall not incur additional obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The County shall allow full credit to the Contractor for the County's share of the non-canceled obligations, if properly incurred by the Contractor prior to termination. The Contractor 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 the County, at the time and to the extent directed by the County, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated. The 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 the County determines that the Contractor failed to comply with any of the terms, conditions or provisions of this Agreement, including any applicable rules or regulations, the County may suspend this Agreement, and withhold further payments of costs incurred from the date of notification of the suspension, and prohibit the Contractor from incurring additional obligations of funds, until corrective action occurs in accordance with procedures established by the County. The County shall notify the Contractor 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. The County may allow such necessary and proper costs which the Contractor 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 Contractor under this Agreement shall, at the option of the County, become the County's property.

9. **Indemnification.** Contractor shall indemnify and hold harmless without limitation, the County, Grantee, Grantor, DCEO 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 the County, Grantee, Grantor or DCEO as a consequence of this Agreement. This also includes the performance of services by Contractor, the activities of Contractor'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 Contractor, County, Grantee or Grantor and its officers, employees, agents, independent contractors, subcontractors, volunteers or other associates. The Contractor further agrees to indemnify, save and hold harmless the County, Grantee, Grantor and DCEO, 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 Contractor further agrees to indemnify, save and hold harmless the County, Grantee, Grantor and DCEO, its officers, agents and employees against costs incurred by Contractor but determined to be unallowable and Contractor audit deficiencies. Insurance and bond protection furnished by the Contractor hereunder shall in no way limit Contractor's responsibility to indemnify and save harmless the Grantor as provided herein.

Governmental entities: In the event that the Contractor is a governmental entity it will indemnify and hold harmless the County, Grantee, Grantor and DCEO 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.** If the Contractor is a local government, the Contractor certifies that no officer or employee of the Contractor and no member of its governing body and no other public official of the locality in which the program objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or 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.

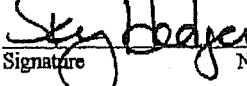
If the Contractor is a nongovernmental entity, such a financial interest is permissible provided full disclosure of said interest is made in advance of any decisions relative to the award of a Agreement giving rise to such interest and further provided that the officer, employee, or member of the governing body so affected shall remove himself or herself from the room during any discussion, deliberation or voting in connection with the awarding of such a Agreement and provided further, that the 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.

11. **Bonus or Commission Prohibited.** The Contractor 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 the County or Illinois Department of Commerce and Economic Opportunity 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 the County.
14. **Assignment.** Neither this Agreement, nor any part thereof, may be assigned, assumed or otherwise transferred without the expressed written consent of the 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 and there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.
17. **Subcontract and Grants.** The Contractor shall not engage in any subcontractor relationship without the written approval of the County. Where written approval is provided, the Contractor 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 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.

The undersigned hereby assures and certifies that if selected they will accept all of the Agreement Provisions set forth by the County of Kane or where not accepted the following itemized exceptions are proposed.

| | | |
|--|---|--------------------|
|  | PRINCIPAL | September 29, 2011 |
| Signature | Name and Title of Authorized Representative | Date |
| Kerber, Eck & Braeckel LLP | | |
| Name of Applicant Organization | | |

APPENDIX G. TERMS AND CONDITIONS

APPENDIX G – Terms and Conditions

The bidder hereby assures and certifies that if selected they will agree, without exception, to the Terms and Conditions set forth by the County of Kane.

I. Compliance with Program Specific Laws & Regulations. The Contractor agrees that all activities under this Agreement shall be conducted in conformance with the WIA Public Law 1998, as amended and in effect from time to time. Contractor shall fully comply with all applicable statutes, regulations, rules, policies, guidelines, and procedures of the federal government and DCEO. The Contractor understands and agrees this Agreement is subject to modifications, which DCEO determines, 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.

1. **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 sub-recipient 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 Contractor shall provide the County with a copy of final audit report within 30 days of the Contractor'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. The County, or its designee, and/or DCEO and the Federal funding authority may audit or review the Contractor's programs, including but not limited to financial results, books and records and performance, funded through this agreement. The Contractor agrees to allow access to all records and provide copies of records for the purpose of audit and monitoring. The Contractor 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 Contractor has expended funds which are questioned under the criteria set forth herein, the Contractor shall be notified and given the opportunity to justify questioned expenditures.
2. **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 Contractor 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 Contractor shall be solely liable for all costs incurred or committed by Contractor that are not allowable under WIA and other applicable regulations and guidelines. In the event that Contractor is paid for costs not allowable under WIA and other applicable regulations and guidelines, Contractor shall repay such costs with non-WIA funds. In the event the Contractor is paid for costs not allowed, the County may deduct any overpayment for future allowable cost reimbursements made by the County. The County may charge interest on an overdue payment from the Contractor in accordance with the Federal Claims Collection Standards. The Contractor is responsible for ensuring that it, and its subcontractors, follows all applicable federal cost principles.

- 3. **Accounting/Fiscal Control Requirements.** The Contractor's financial management system shall be structured to provide for accurate, current and complete disclosure of the financial results of this contract. The Contractor 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 Contractor 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 the 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 Contractor 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: 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.

- 4. **Payment Request and Reports.** The Contractor shall comply with all County of Kane requirements and other processes and procedures in place from time to time, for submitting complete, accurate and timely invoices for the reimbursement of allowable costs incurred by Contractor.

- a. **Complete and accurate invoices.** Contractor shall submit a complete and accurate invoice on a monthly basis for costs incurred and paid by Contractor during each month work is performed under this contract. Contractor invoices shall contain only allowable costs, shall exclude costs not allowable costs and shall be mathematically correct in computation and amount. Contractor's failure to comply with submission of a complete and accurate invoice along with required support documentation may result in the entire payment request being rejected and/or disallowed and returned to the Contractor for correction. Prior to reimbursement, all payment requests submitted by the Contractor are subject to review and approval of the County and the Fiscal Services provided for the local workforce area.
- b. **Timing of Invoice Submittals.** Contractor shall submit its monthly invoice within 30 days following the end of each month in which expenses are paid by Contractor. In the event that costs are submitted for a previous month, Contractor shall separately identify any such costs, based upon the month in which Contractor paid the costs. Costs submitted in excess of 90 days beyond invoice due date (30 days after month end in which expenses are paid) are not eligible for reimbursement without the express written approval of the County. Such approval shall only be given in instances where circumstances precluded Contractor from having knowledge that such expenses were incurred as of the due date of Contractor's monthly invoice.
- c. **Tracking, Reporting and Reimbursement.** Contractor shall track, and report, to the County all costs paid and submitted for reimbursement (based upon month paid by Contractor), for each and every month services are performed under this Agreement. On a monthly basis, in a format acceptable to the County, Contractor shall submit to the County a summary that shows 1) total costs paid and submitted for

reimbursement by month for each and every month, 2) program to date costs paid and submitted for reimbursement, 3) monthly budgeted costs for all months under contract, 4) program to date budgeted costs, 5) forecasted costs for the all future months under contract, and 6) total forecasted total costs for the entire duration of the Agreement. Contractor shall submit the aforementioned information monthly not later than 30 days following the end of each month in which costs are paid by Contractor.

Reimbursement requests will be processed on a monthly basis established by the County and Contractor. All payment requests submitted by the Contractor shall be reviewed by the County to ensure that such requests are: in accordance with the approved grant budget; are in accordance with all applicable WIA Regulations, guidelines and other applicable Federal Law and Regulations as amended and in place from time to time.

The Cost Reimbursement Claims submitted by Contractor shall contain only those costs that are:

- i. In accordance with all applicable State and Federal requirements and specified in the Contractor's approved budget attached to the Agreement;
- ii. Necessary and reasonable to complete program objectives;
- iii. "Allowable" as determined by the applicable OMB circular or FAR; and,
- iv. In conformity with DCEO policy letters for WIA and County policies.

5. **Method of Compensation.** The County has established procedures conducive to the operations of the Contractor for the Fiscal Service to ensure the most efficient means of reimbursement. Grant funds due to the Contractor shall be disbursed to the Contractor via disbursement checks made payable to the contracted entity by the staff designated by the CEO. Payment (checks) will be mailed to the Contractor at the address set forth in this Agreement.

6. **Limitations on Compensation.** In no event shall the Contractor be reimbursed for any cost incurred in excess of the total approved grant budget. A variation among individual line item costs not to exceed 15% is allowable and permitted without written modification. Any variation of any line item in excess of 15% requires written modification to this contract (Terms and Conditions - Modifications of this Agreement). Under no circumstances shall Contractor be due reimbursement of any amount incurred in excess of the amount of this Agreement. The Contractor must obtain approval from the County prior to incurring expenditures that necessitate a change in the Contractor's approved grant budget. Contractor shall not be due reimbursement for any amount expended in excess of Agreement amount, irrespective of subsequent Agreement modification. The County reserves the right to withhold funds for such expenditures until the Contractor has submitted a revised plan and modification approved by the County, where the County finds it applicable.

The amount or use of funds available for total costs shall be limited to that which is related to program operations as described in the approved line item budget. No exceptions to these costs will be allowed unless the County has given prior written approval of the alteration. Such approval must be requested by letter with an explanation of the proposed expenditure. Said exceptions cannot be purchased or cost incurred until written approval is obtained from the County. Any printed material or brochures which provide additional information about the nature of the purchase should be included in the letter.

Any overpayment of grant funds (un-liquidated balance) as of the end date of the grant term specified in the title page shall be refunded to the County within 45 days from said end date, accompanied by a final grant closeout report in the format provided by the County. The Contractor shall be liable for repayment of any grant funds that are expended in violation of the terms of this Agreement. The Contractor agrees to repay the County for any funds that are determined by DCEO to have not been spent in accordance with applicable regulations or rules.

7. **Travel Regulations.** The Contractor agrees to follow the general travel reimbursement policy as set forth below:

- a. For travel costs paid under this Agreement, Contractor agrees to be bound by County travel expense policies even if these policies are more stringent than the Contractors' travel policies.
- b. Costs according to Contractors' reasonable travel policies adopted by the Contractor **that are consistent with or more stringent than the County's travel policies**, are allowable for expenses for transportation, lodging, subsistence, and related items incurred by the Contractor's employees and the employees of the subcontractors whose travel is required to perform the Contractor's Scope of Services.

- c. Contractor shall be reimbursed for actual transportation costs of personnel authorized to undertake out-of-town, overnight travel under this grant agreement. Costs shall not be reimbursed in an amount greater than the cost of first class rail or of economy air travel.
 - d. The Contractor 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 Contractor's policy if less than the IRS rate, not to exceed the cost by the most direct economy air route between the points so traveled. If more than one person travels in such automobiles, no additional charge will be made by the Contractor for such travel.
 - e. No travel costs whatsoever for personnel travel from place of residence to and from normally assigned worksite shall be reimbursed.
 - f. Actual travel expenses shall be reimbursable in the subsequent month in which incurred.
 - g. Travel expenses which exceed the limitations established by IRS Regulations, other Federal statute or regulation (including current Federal Travel Regulations, OMB Circulars, FAR, etc.), County policy or Contractor's own policy, are not allowable costs under this Agreement.
8. **Modification of this Agreement.** Modification or change of any of the Provisions, Terms or Conditions of this Agreement shall only be made in writing, signed by Contractor and the County. Any changes or modifications made to this agreement shall only become effective as of the date of execution of written changes. No oral statement of any persons, and no written statement other than the County's authorized signatory, shall be allowed to modify or otherwise affect the terms or meaning of this Agreement.

Any Contractor requests for interpretation, modification, or change must be made in writing to the County. The County reserves the right to deny modification requests.

Modifications by Operation of Law: This Agreement is subject to modification if the Grant Agreement held by the Workforce Area's Grantee 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. The County shall notify the Contractor in a timely manner of any pending implementation of or proposed amendment to such regulations of which the County has notice.

Budget Modification: The amount or use of funds available for all costs shall be limited to that which is related to program operations as described in the approved budget with line items by fund stream. In no event shall the Contractor make any changes that increase or decreases the total budget without prior written approval of the County.

A variation among individual line item costs not to exceed 15% is allowable and permitted without written modification. Any line item modification greater than the allowable 15% must have prior written approval from the County. Such approval must be requested by letter with an explanation of the proposed modification, and mailed to the County as set forth in the General Provisions - Notices section of this Agreement.

If the County grants a budget revision, an Agreement Modification shall be issued by the County incorporating a revised budget.

The County may modify this Agreement for the following reasons by giving a modification notice to the Contractor. The Contractor must respond within five (5) working days, and has no more than fifteen (15) days to renegotiate:

- a. Failure of the Contractor to fulfill its obligations under the Agreement in a timely/proper manner;
- b. Violation of the provisions of this Agreement;
- c. Inability of the County to fulfill the financial obligation herein;
- d. Failure to provide services to meet the required standards;
- e. Violation of any policies and procedures of the County and/or DCBO; and,
- f. Inability of the Contractor to recruit and enroll participants as specified in this Agreement within ninety (90) days from the effective date of the Agreement.

9. **Record Retention: Right of Inspection:** The Contractor 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. Contractor 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 Contractor. Contractor shall maintain all financial, statistical, property, applicant and participant records, and all applicable supporting documentation for a period of three (3) years subsequent to the date the Contractor 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 ever occurs last.

In the event the Contractor becomes unable to retain the required WIA participant and financial records, such records shall be immediately transferred to the County's possession. Such records shall be transmitted to the 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 the County. In the event that the Contractor becomes unable to retain the required WIA participant and financial records, and the County is unable to accept the records, such records shall be immediately transferred to DCEO or its designee.

Contractor, during normal business hours, shall make available and provide access to any and all books and records pertaining to Contractor's performance of work and/or costs billed under this Agreement to the 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 Contractor.

10. Participant Record Confidentiality. Contractor 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.

11. 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 the Contractor as part of the performance required under this Agreement are referred to herein as the "Grant Documents".

The Contractor 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 the County.

12. Required Reports. In addition to the reports set forth in the Terms and Conditions -Payment Requests and Reports section, Contractor is required to submit participant enrollment and outcome reports quarterly to the County, or as required in order to reconcile performance information entered regularly in the state case management system.

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

13. Required Monitoring and Evaluation. The Agreement will be monitored during the effective date of the award for compliance with the terms, conditions, and specifications of the Agreement or purchase orders and with the rules, regulations, and requirements promulgated by applicable Federal and State agencies and by the County.

As specified in the Terms and Conditions - Audit section, the Contractor shall, at any time during normal business hours and as often as necessary, make available to the County or its designated representative for examination or audit, all of its records and data with respect to all matters covered by this Agreement. The County or its designated representative 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 of the information and data prepared or assembled by the Contractor 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.

The oversight and monitoring which ensures that the financial systems are in accordance with 20 CFR Parts 667.400(c)(1) and 667.410(a) will be monitored by the County for compliance with all applicable Federal and State Laws, regulations, and rules applicable to this Agreement.

Upon review and where noted, the County shall inform the Contractor within fifteen (15) working days in writing of any such reasons where the review documents indicate the failure of the Contractor to comply with the terms and conditions set forth herein. The Contractor shall have fifteen (15) working days in which to respond with a corrective action plan agreeable to the County. Per the General Provisions - Termination or Suspension section, the County may as an interim action suspend payments of costs incurred from the date of notification in whole or in part under this Agreement.

The Contractor agrees to the definition of the minimum level of acceptable performance as that being no less than 85% of the performance level quarterly as reported 30 days after the completion of the quarter and as identified in the Scope of Services. Performance evaluated below the minimum level may require a corrective action plan agreed upon by the County and Contractor. A corrective action plan will be negotiated between the County and the Contractor within 60 days after the completion of the quarter. Where performance continues below the minimal level for two (2) consecutive quarters following the initiation of such plan, this will constitute a failed Agreement. In the event that an Agreement is determined to be failed, the County will require the Contractor to identify all actual Agreement costs according to WIA cost category. In the case of a failed Agreement, allowable costs will be limited to direct participant costs including: training costs, work experience wages, tuition, fees and book, and supportive services only. In a failed Agreement, the Contractor must absorb all indirect cost rates, management fees, profit and/or other costs or fees not specific to direct participant costs. Any overage will be disallowed.

Throughout the term of this Agreement, the Agreement will be assessed to gauge its impact upon the target populations and for the effective and efficient utilization of the awarded funds. Assessments will occur both during the operation of the Agreement and upon its completion.

The Contractor shall participate in and cooperate with the Peer Monitoring Task Force for WIA Contractors established by the County. The task force will periodically monitor and evaluate the Scope of Services defined under this Agreement as well as programmatic monitoring such as participant file review. The County will provide appropriate notice to the Contractor when a physical inspection of any training sites will be conducted by the Monitoring Task Force.

14. Ownership of Nonexpendable Personal Property. Non-expendable personal property purchased by or through the Contractor with funds provided under this Agreement shall be held by the Contractor in trust for the benefit of the People of the State of Illinois. Upon termination of this Agreement and upon election of the County, the Contractor shall surrender possessions of such property to the County.

15. Property Management. The Contractor may not purchase nonexpendable personal property items without the prior written approval from the County, and in the event of purchase of nonexpendable personal property items exceeding \$5,000 without the prior written approval from the County and DCEO or its designee. The Contractor 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, in the management of nonexpendable personal property. The Contractor must maintain an inventory of all nonexpendable property purchased with funds received through the Agreement. The Contractor shall not dispose of this equipment without the written approval of the County.

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

16. Program Income. The Contractor is required to return all program income to the County unless the County allows the Contractor 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 Contractors that are not subsidiaries of a not-for-profit organization are exempt from the provisions of this clause.

17. **Procurement.** The Contractor, if a unit of local government, shall follow the procurement standards as established in 29 CFR 97.36 paragraphs b through i and all other Contractors shall follow the procurement standards in 29 CFR 95.40 through 95.48.

18. **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.

19. **Equal Opportunity/Nondiscrimination.** The Contractor assures, with respect to operation of WIA-funded activities specified in the Scope of Services, that it will comply fully with the nondiscrimination and equal opportunity provisions in Section 188 of WIA.

The Contractor further assures that it will comply with the following provisions:

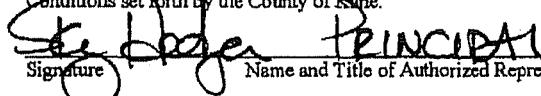
- a. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- b. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; and
- c. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.

20. **Complaint Process.** The Contractor shall comply with a grievance procedure in accordance with Section 181(c) of WIA.

21. **Conflict of Interest.** The Contractor 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 Contractor, its executive and management staff and employees, in administering this Agreement, will avoid situations, which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain. The Contractor and its employees are subject to the provisions of Section 117(g) of WIA.

22. **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.

The undersigned hereby assures and certifies that if selected they will agree, without exception, to all the Terms and Conditions set forth by the County of Kane.

 **PRINCIPAL** September 29, 2011
Signature Name and Title of Authorized Representative Date
Kerber, Eck & Braeckel LLP
Name of Applicant Organization

APPENDIX H. ASSURANCES AND CERTIFICATIONS

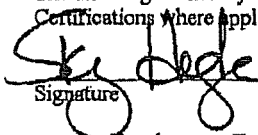
APPENDIX H – Assurances and Certifications

The Contractor hereby assures and certifies compliance with each of the requirements where applicable.

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. Equal Employment Opportunity – All Contractors 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.
16. 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 Contractor 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.
17. 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, 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 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.
18. Sections 102 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. §327-330) 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 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.

19. 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.
20. 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. 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.
22. 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. The provisions of 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 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.
24. Proprietary Information. During both the Agreement timeframe and after its completion, the Contractor agrees to keep and hold all Proprietary Information disclosed by the 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.

The undersigned hereby assures and certifies that if selected they are in compliance with all of the Assurances and Certifications where applicable.

 PRINCIPAL September 29, 2011
Signature Name and Title of Authorized Representative Date

Kerber, Eck & Braeckel LLP
Name of Applicant Organization

APPENDIX I. APPLICABLE STATUTES AND CERTIFICATION

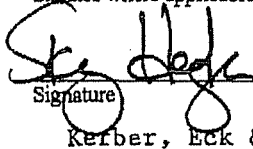
Appendix I – Applicable Statutes and Certification

The Contractor hereby assures and certifies compliance with each of the requirements where applicable:

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 Contractor certifies that services and activities under this Agreement are, and will continue to be in compliance with the ADA.
2. **Anti-Bribery** The Contractor certifies that neither it nor its employees have been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois 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 Contractor 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. **Compliance with Applicable Law** The Contractor certifies that it shall comply with all applicable provisions of Federal, State and local law in the performance of its obligations pursuant to this Agreement.
5. **Default on Educational Loan** The Contractor certifies that this Agreement is not in violation of the Educational Loan Default Act (5 ILCS 385/3) prohibiting certain contracts to individuals who are in default on an educational loan.
6. **Drug-Free Workplace (30 ILCS 580/1. et.seq.)** Contractor will make the certification required in this Agreement and will comply with all of the provisions of the Drugfree Workplace Act, which are applicable to the Grantee. False certification or violation of the requirements of the Drugfree 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 the 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 Contractor'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; and
 - 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; and
 - 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; and
 - 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 Contractor'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.
7. **Freedom of Information Act (5 ILCS 140/1 et. seq.)** Applications, programmatic reports and other information obtained by the County under this Agreement shall be administered pursuant to the Freedom of Information Act.
8. **Historic Preservation Act (20 ILCS 3420/1 et. seq.)** The Contractor 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.
9. **International Anti-Boycott Certification** The Contractor certifies that 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.).
 10. **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.
 11. **State of Illinois Discrimination Laws (775 ILCS 5/1-101, et. seq.)** In carrying out the performance required under this Agreement, the Contractor 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 Contractor'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 Contractor is ineligible for future contracts or subcontractors with the 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.
 12. **Sexual Harassment** The Contractor 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)).
 13. **Unemployment Insurance Act (820 ILCS 405/1900)** In the context of performance under this Agreement, the Contractor 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

The undersigned hereby assures and certifies that if selected they are in compliance with all of the Applicable Statutes where applicable.

 **PRINCIPAL** September 29, 2011
Signature Name and Title of Authorized Representative Date

Kerber, Eck & Braeckel LLP
Name of Applicant Organization

APPENDIX J. DEBARMENT CERTIFICATION

Appendix J – Debarment Certification

Certification Regarding Debarment, Suspension, and other Responsibility Matters
Lower Tier Covered Transactions

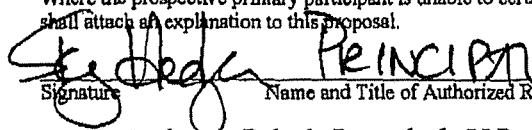
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

Before signing the certification, read the following instructions which are an integral part of the certification:

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) or The County of Kane, may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the DOL and to The County of Kane if at any time the prospective recipient of Federal assistance funds learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the DOL for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", provided by the DOL, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may terminate this transaction for cause or default.

The prospective recipient of Federal assistance funds certifies by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.


September 29, 2011
 Signature Name and Title of Authorized Representative Date
 Kerber, Eck & Braeckel LLP
 Name of Applicant Organization