DU PAGE COUNTY

Human Services

Final Summary

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, July 7, 2026 **9:30 AM** **Room 3500A**

1. CALL TO ORDER

9:30 AM meeting was called to order by Chair Greg Schwarze at 9:32 AM.

2. ROLL CALL

Other Board member present: Member Yeena Yoo

Staff in attendance: Conor McCarthy (State's Attorney's office), Janelle Chadwick (DuPage Care Center), Natasha Belli, Gina Strafford-Ahmed, and Mary Keating (Community Services), Julie Hamlin (Community Development)

PRESENT	Cronin Cahill, DeSart, Galassi, Deacon Garcia, and Schwarze
ABSENT	LaPlante

3. PUBLIC COMMENT

No public comments were offered.

4. CHAIR REMARKS - CHAIR SCHWARZE

No remarks were offered.

5. APPROVAL OF MINUTES

5.A. **26-1893**

Human Services Committee - Regular Meeting Tuesday, June 16, 2026

RESULT:	APPROVED
MOVER:	Cynthia Cronin Cahill
SECONDER:	Kari Galassi

6. COMMUNITY SERVICES - MARY KEATING

6.A. **FI-R-0104-26**

Acceptance and appropriation of the Illinois Department of Human Services Capacity Expansion Grant PY27 Inter-Governmental Agreement No. FCSFH10641, Company 5000 - Accounting Unit 1760, in the amount of $90,920. (Community Services)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Deacon Garcia
SECONDER:	Kari Galassi

6.B. **FI-R-0105-26**

Acceptance and appropriation of the Illinois Department of Human Services Supportive Housing Program Grant PY27, Inter-Governmental Agreement No. FCSFH00352, Company 5000 - Accounting Unit 1760, in the amount of $102,786. (Community Services)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Cynthia Cronin Cahill
SECONDER:	Kari Galassi

6.C. **FI-R-0106-26**

Acceptance and appropriation of the Illinois Department of Human Services Rapid Re-Housing Program Grant PY27 Inter-Governmental Agreement No. FCSFH07854, Company 5000 - Accounting Unit 1760, in the amount of $120,124. (Community Services)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Deacon Garcia
SECONDER:	Kari Galassi

6.D. **HS-CO-0006-26**

Amendment to Purchase Order 6593-0001 SERV issued to Lavi Industries, Inc., to provide a queuing and appointment scheduling system, to increase the encumbrance in the amount of $4,015, resulting in an amended contract not to exceed $32,758.13. (Community Services)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Cynthia Cronin Cahill
SECONDER:	Kari Galassi

7. COMMUNITY DEVELOPMENT COMMISSION - MARY KEATING

7.A. **HS-R-0015-26**

Recommendation for approval of the Housing and Community Development Intergovernmental Joint Agreement between DuPage County and the Village of Downers Grove for Federal Fiscal Years 2027, 2028, 2029, with automatic renewal as allowed, to incorporate requirements under Notice CPD-26-08 Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program.

Mary Keating, Director of Community Services, shared that while Naperville, Downers Grove and Wheaton all qualify for their own CDBG entitlements, Wheaton and Downers Grove have agreed to participate in the CDBG program and have allowed their population and their funds to be included with the County's CDBG program. However, Naperville has chosen to administer its own program.

There is a change in HUD's interpretation of the agreement language. In the past the County has used a fully competitive process to select CDBG projects, with infrastructure projects generally selected by the percentage of low- and moderate-income residents served. Downers Grove has not previously applied for a CDBG project. Wheaton has applied in the past, but its projects have generally not scored as competitively as projects from other communities and therefore have not received infrastructure funding through the program. HUD's revised language indicates that participating communities should receive an amount of project funding comparable to what they may have received independently. We may need to establish a set-aside for Wheaton and Downers Grove beginning with the 2027 CDBG program. Projects must still meet eligibility requirements and serve a low- and moderate-income population. One option is to bundle multiple years of funding and work with Wheaton and Downers Grove on a project approximately every three years.

RESULT:	APPROVED AT COMMITTEE
MOVER:	Kari Galassi
SECONDER:	Cynthia Cronin Cahill

7.B. **HS-R-0016-26**

Recommendation for approval of the Housing and Community Development Intergovernmental Joint Agreement between DuPage County and the City of Wheaton for Federal Fiscal Years 2027, 2028, 2029, with automatic renewal as allowed, to incorporate requirements under Notice CPD-26-08 Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program.

RESULT:	APPROVED AT COMMITTEE
MOVER:	Dawn DeSart
SECONDER:	Cynthia Cronin Cahill

8. DUPAGE CARE CENTER - JANELLE CHADWICK

8.A. **HS-P-0025-26**

Recommendation for the approval of a contract purchase order to EZ Way, Inc., to furnish and deliver lifts with stands, smart stands with scales, batteries, slings and harnesses, for the DuPage Care Center, for the period of July 15, 2026 through November 30, 2026, for a total contract not to exceed $65,566.47, per Sole Source (Sole Source - sole provider of items that are compatible with our existing equipment.)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Paula Deacon Garcia

8.B. **26-1894**

Amendment to Purchase Order 7691-0001 SERV, issued to Wight & Company, to extend the contract through November 30, 2026, to continue to provide Professional Architectural and Engineering Design Services for modernization and upgrades to the East Building for the DuPage Care Center.

RESULT:	APPROVED
MOVER:	Paula Deacon Garcia
SECONDER:	Kari Galassi
AYES:	Cronin Cahill, DeSart, Galassi, Deacon Garcia, and Schwarze
ABSENT:	LaPlante

8.C. **26-1895**

Amendment to Purchase Order 8177-0001 SERV, issued to Advacare Systems, for wound vac therapy rental and supplies, to increase the encumbrance in the amount of $14,000, for a new contract total of $24,000. (DuPage Care Center)

RESULT:	APPROVED
MOVER:	Cynthia Cronin Cahill
SECONDER:	Paula Deacon Garcia
AYES:	Cronin Cahill, DeSart, Galassi, Deacon Garcia, and Schwarze
ABSENT:	LaPlante

9. BUDGET TRANSFERS

9.A. **26-1896**

Transfer of funds from account no. 1200-2040-54010 (building improvements) to account no. 1200-2050-54110 (equipment and machinery) in the amount of $68,363 to cover the purchase of new EZ Way lifts and stands, due to the parts for the current lifts and stands are obsolete, for the Nursing Department at the DuPage Care Center.

RESULT:	APPROVED
MOVER:	Paula Deacon Garcia
SECONDER:	Dawn DeSart

10. CONSENT ITEMS

Motion to Combine Items

Member Garcia moved and Member DeSart seconded a motion to combine items 10.A. through 10.F. The motion was approved on voice vote, all "ayes".

10.A. **26-1897**

My Green House HVAC, LLC Contract 7470-0001-SERV - This Purchase Order is decreasing in the amount of $746,395.08 and closing due to Purchase Order has expired.

10.B. **26-1898**

Arcos Environmental Services Contract 7432-0001-SERV - This Purchase Order is decreasing in the amount of $757,175.71 and closing due to Purchase Order has expired.

10.C. **26-1899**

Healthy Air Heating & Air, inc. Contract 7431-0001-SERV - This Purchase Order is decreasing in the amount of $25,131.96 and closing due to Purchase Order has expired.

10.D. **26-1900**

Arcos Environmental Services Contract 7790-0001 SERV - extend contract expiration date to November 30, 2026. No change to contract amount.

10.E. **26-1901**
My Green House HVAC, LLC Contract 7792-0001 SERV - extend contract expiration date to November 30, 2026. No change to contract amount.

10.F. **26-1902**
Healthy Air Heating & Air, Inc. Contract 7791-0001 SERV - extend contract expiration date to November 30, 2026. No change to contract amount.

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Paula Deacon Garcia
SECONDER:	Kari Galassi

11. INFORMATIONAL

11.A. **26-1903**
GPN 024-26 2025 HUD Continuum of Care Program Competition - Planning PY27, United States Department of Housing and Urban Development - Community Services, in the amount of $328,070.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Deacon Garcia
SECONDER:	Kari Galassi

12. RESIDENCY WAIVERS - JANELLE CHADWICK

No residency waivers were offered.

13. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK

Janelle Chadwick, Administrator of the DuPage Care Center, advised there are currently two cases of rhinovirus. Masks are required only for the affected unit. Rhinovirus has caused more symptoms among residents than COVID over the past couple of years, so residents are being closely monitored for signs of illness. The rest of the building is not masking at this time.

The Secret Garden project is underway. Dirt has been moved, railroad ties have been removed, and residents enjoy watching the progress from the windows. Residents are also participating in the temporary garden which is located in the old Circle Drive, where several planter boxes are available for residents to partake in gardening. The Secret Garden project is expected to be completed in the fall in time for residents to use the new area for educational classes with the University of Illinois.

The Care Center will present its budget at the second meeting in August.

14. COMMUNITY SERVICES UPDATE - MARY KEATING

Mary Keating, Director of Community Services, stated there is a plan in place for all ARPA funded projects and staffing for 2027. She reminded committee members to join the 1:35 AM meeting for CDC EXEC. Community services will present its budget at the first meeting in August.

15. OLD BUSINESS

No old business was discussed.

16. NEW BUSINESS

No new business was discussed.

17. ADJOURNMENT

With no further business, the meeting was adjourned at 9:52 A.M.

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
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File #: 26-1893 **Agenda Date:** 7/7/2026 **Agenda #:** 5.A.

DU PAGE COUNTY

Human Services

Final Summary

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, June 16, 2026 **9:30 AM** **Room 3500A**

1. CALL TO ORDER

Acting Chair Garcia appointed County Board members Saba Haider and Yeena Yoo as temporary members of the Human Services Committee for quorum purposes.
Ms. Garcia entertained a motion to allow those members not physically present due to personal illness or disability, employment purposes, the business of the board or family or other emergencies, or unexpected childcare obligations, to participate by video conference. Member DeSart so moved, Member Haber seconded, all ayes on a voice vote, motion carried. Ms. Garcia confirmed Member Galassi and Member LaPlante were remote. Due to technical difficulties, the video was not working but the audio was working both ways.

9:30 AM meeting was called to order by acting chair Paula Garcia 9:31 AM.

2. ROLL CALL

Other Board members present: Member Saba Haider, and Member Yeena Yoo

Staff in attendance: Nick Kottmeyer (Chief Administrative Officer), Brett Kuras (County Board Office), Renee Zerante (State's Attorneys Office), Henry Kocker (Procurement), Janelle Chadwick (DuPage Care Center), Natasha Belli, Cassidy Mootrey, Gina Strafford-Ahmed, and Mary Keating (Community Services)

PRESENT	DeSart, Deacon Garcia, Haider, and Yoo
ABSENT	Cronin Cahill, and Schwarze
REMOTE	Galassi, and LaPlante

3. PUBLIC COMMENT

No public comments were offered.

4. CHAIR REMARKS - CHAIR SCHWARZE

No remarks were offered.

5. APPROVAL OF MINUTES

5.A. **26-1752**

Human Services Committee - Regular Meeting - June 2, 2026

RESULT:	APPROVED
MOVER:	Saba Haider
SECONDER:	Yeena Yoo

6. COMMUNITY SERVICES - MARY KEATING

6.A. **FI-R-0090-26**

Acceptance and appropriation of the Low-Income Home Energy Assistance Program (LIHEAP) State Grant PY27 Inter-governmental Agreement no. 27-254028, Company 5000 - Accounting unit 1495, in the amount of $4,699,341. (Community Services)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Saba Haider

6.B. **FI-R-0096-26**

Acceptance and appropriation of the Illinois Home Weatherization Assistance Program HHS Grant PY27, Inter-Governmental Agreement No. 26-221028, Company 5000 - Accounting Unit 1430, in the amount of $974,465. (Community Services)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Saba Haider
SECONDER:	Yeena Yoo

6.C. **FI-R-0097-26**

Acceptance and appropriation of the Illinois Home Weatherization Assistance Program State Grant PY27 Inter-Governmental Agreement No. 27-251028, Company 5000 - Accounting Unit 1490, in the amount of $609,599. (Community Services)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Yeena Yoo

6.D. **FI-R-0099-26**

Acceptance and appropriation of the Illinois Department of Human Services Homeless Prevention Grant PY27 Inter-Governmental Agreement No. FCSFH00172, Company 5000, Accounting Unit 1760, in the amount of $384,000. (Community Services)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Yeena Yoo
SECONDER:	Dawn DeSart

6.E. **HS-R-0014-26**

Approval of issuance of payments by DuPage County to energy assistance providers through the Low-Income Home Energy Assistance Program State Grant PY27 Inter-Governmental Agreement No. 27-254028, in the amount of $3,947,445. (Community Services)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Saba Haider

7. COMMUNITY DEVELOPMENT COMMISSION - MARY KEATING

7.A. **FI-R-0093-26**

Additional appropriation for the 38th year Emergency Solutions Grant PY26, Company 5000, Accounting Unit 1470, from $286,959 to $290,901 (an increase of $3,972). (Community Services)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Yeena Yoo

7.B. **FI-R-0094-26**

Additional appropriation for the 52nd year Community Development Block Grant PY26, Company 5000, Accounting Unit 1440, from $3,703,858 to $3,763,079 (an increase of $59,221). (Community Services)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Saba Haider

7.C. **FI-R-0095-26**

Reduction in appropriation for the 35th year Home Investment Partnerships Grant PY26, Company 5000, Accounting Unit 1450, from $1,722,324 to $1,681,900 (a reduction of $40,424). (Community Services)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Saba Haider
SECONDER:	Dawn DeSart

8. DUPAGE CARE CENTER - JANELLE CHADWICK

8.A. **HS-P-0023-26**

Recommendation for the approval of a contract purchase order to Professional Medical & Surgical Supply, Inc., to furnish and deliver ostomy, tracheostomy, urological and enteral supplies and services (Med B) and enteral feeding formulas, for the DuPage Care Center, for the period of July 30, 2026 through July 29, 2027, for a total contract not to exceed $44,000; per bid #26-026-DCC.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Saba Haider

8.B. **HS-P-0024-26**

Recommendation for the approval of a purchase order issued to Keurig Dr. Pepper/The American Bottling Company, to provide beverages and fountain drinks, for the DuPage Care Center and Cafes on County Campus, for the period of July 30, 2026 through July 29, 2027, for a total contract not to exceed $30,600; per bid #26-029-DCC.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Saba Haider
SECONDER:	Yeena Yoo

8.C. 26-1739

Amendment to purchase order 7938-0001 SERV, issued to United Staffing Network, Inc., to extend the contract through November 30, 2026, to continue to provide supplemental pharmacy staffing for the DuPage Care Center.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Saba Haider
AYES:	DeSart, Deacon Garcia, Haider, and Yoo
ABSENT:	Cronin Cahill, and Schwarze
REMOTE:	Galassi, and LaPlante

9. TRAVEL

9.A. 26-1753

Community Services' Senior Housing and Development Planner to attend the 2026 National Alliance to End Homelessness Conference in Washington D.C. from July 7, 2026 through July 10, 2026. Expenses to include registration, transportation, lodging, and per diems for approximate total of $3,006.

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Saba Haider
AYES:	DeSart, Deacon Garcia, Haider, and Yoo
ABSENT:	Cronin Cahill, and Schwarze
REMOTE:	Galassi, and LaPlante

10. RESIDENCY WAIVERS - JANELLE CHADWICK

No residency waivers were offered.

11. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK

Janelle Chadwick, Administrator of the DuPage Care Center, gave an update on the renovations, stating they are demoing physical therapy and occupational therapy (PTOT) and 1 North. The secret garden is getting new garden beds and aa new irrigation system.

Relating to infectious diseases, the Care Center is under mask optional status.

The Care Center is in the middle of departmental budget meetings. There are over 15 departments with the Care Center. Staff meet collectively as a group and go line by line, looking at 2025 actual expenses, 2026 predicted expenses, the requests, the variants, and then comments. It is a fairly voluminous process with the number of departments at the Care Center, taking a couple of weeks.

12. COMMUNITY SERVICES UPDATE - MARY KEATING

Mary Keating, Director of Community Services, stated the Senior Fair on June 15 was a success. Although she did not have the exact attendance count, the attendance was higher than in 2025. Ms. Keating expressed her appreciation to the Adult Protective Services (APS) staff, particularly Alyssa Cotsilis and Regina Scarpace, who did most of the organizing. Several of the staff in Senior Services assisted also.

Ms. Keating elaborated on item 7.C., the decrease to the HOME funds. The HOME funds have an administrative cap of 10%, unlike CDBG, which is 20%. The projects under the HOME fund have become increasingly complicated and are taking longer to implement, if at all, increasing the administrative costs for the department. Ms. Keating stated she may have to request additional funds in the 2027 general fund budget to supplement the administrative costs, maybe a percentage of one staff person.

13. OLD BUSINESS

No old business was discussed.

14. NEW BUSINESS

No new business was discussed.

15. ADJOURNMENT

With no further business, the meeting was adjourned at 9:45 AM.

RESULT:	APPROVED
MOVER:	Saba Haider
SECONDER:	Dawn DeSart

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: FI-R-0104-26 **Agenda Date:** 7/7/2026 **Agenda #:** 6.A.

ACCEPTANCE AND APPROPRIATION OF THE
ILLINOIS DEPARTMENT OF HUMAN SERVICES
CAPACITY EXPANSION GRANT PY27
INTER-GOVERNMENTAL AGREEMENT NO. FCSFH10641
COMPANY 5000 - ACCOUNTING UNIT 1760
$90,920

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Human Services that grant funds in the amount of $90,920 (NINETY THOUSAND NINE HUNDRED TWENTY AND NO/100 DOLLARS) are available to implement quality data systems, increase coordination and improve systems of care for people experiencing homelessness; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. FCSFH10641 with the Illinois Department of Human Services, copies of which are attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the terms of the agreements are from July 1, 2026 through June 30, 2027; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of these grants does not add any additional subsidy from the County; and

WHEREAS, the DuPage County Board finds that the need to appropriate said grant funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Inter-Governmental Agreement No. FCSFH10641 (ATTACHMENT II) between DuPage County and Illinois Department of Human Services are hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of $90,920 (NINETY THOUSAND NINE HUNDRED TWENTY AND NO/100 DOLLARS) be made to establish the Illinois Department of Human Services Capacity Expansion Grant PY27, Company 5000 - Accounting Unit 1760, for the period July 1, 2026 through June 30, 2027; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Director of Community Services is approved as the County's Authorized Representative; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for these grants, the Human Services Committee shall review the need for continuing the specified program and related head count; and

BE IT FURTHER RESOLVED that should the Human Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by resolution.

Enacted and approved this 14th day of July, 2026 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ACCEPTANCE AND APPROPRIATION TO ESTABLISH
ILLINOIS DEPARTMENT OF HUMAN SERVICES
HOMELESS SYSTEM CAPACITY EXPANSION GRANT PY27
INTER-GOVERNMENTAL AGREEMENT NO. FCSFH10641
COMPANY 5000 – ACCOUNTING UNIT 1760
$90,920

REVENUE		
41400-0002- State Operating Grant- IDHS	$ 90,920	
TOTAL ANTICIPATED REVENUE		$ 90,920
EXPENDITURES		
PERSONNEL		
50000-0000 - Regular Salaries	$ 59,605	
51010-0000 - Employer Share I.M.R.F.	5,746	
51030-0000 - Employer Share Social Security	4,559	
51040-0000 - Employee Med & Hosp Insurance	14,453	
TOTAL PERSONNEL		$ 84,363
CONTRACTUAL		
53820-0000 - Grant Services	$ 6,557	
TOTAL CONTRACTUAL		$ 6,557
TOTAL ADDITIONAL APPROPRIATION		$ 90,920

GRANT AGREEMENT

BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF HUMAN SERVICES
AND

DUPAGE COUNTY DEPARTMENT OF

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and DUPAGE COUNTY DEPARTMENT OF (Grantee)(collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	**Definitions**
Article II	**Award Information**
Article III	**Grantee Certifications and Representations**
Article IV	**Payment Requirements**
Article V	**Scope of Award Activities/Purpose of Award**
Article VI	**Budget**
Article VII	**Allowable Costs**
Article VIII	**Lobbying**
Article IX	**Maintenance and Accessibility of Records; Monitoring**
Article X	**Financial Reporting Requirements**
Article XI	**Performance Reporting Requirements**
Article XII	**Audit Requirements**
Article XIII	**Termination; Suspension; Non-compliance**
Article XIV	**Subcontracts/Subawards**
Article XV	**Notice of Change**
Article XVI	**Structural Reorganization and Reconstitution of Board Membership**
Article XVII	**Conflict of Interest**
Article XVIII	**Equipment or Property**
Article XIX	**Promotional Materials; Prior Notification**
Article XX	**Insurance**
Article XXI	**Lawsuits and Indemnification**
Article XXII	**Miscellaneous**
Exhibit A	**Project Description**
Exhibit B	**Deliverables or Milestones**
Exhibit C	**Contact Information**
Exhibit D	**Performance Measures and Standards**
Exhibit E	**Specific Conditions**
Exhibit F	**Payment**

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

DEPARTMENT OF HUMAN SERVICES

By: _____

Signature of Dulce Quintero, Secretary

Date: _____

Designee Name: _____

Designee Title: Contract Obligations Analyst

By: _____

Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantor Approver

By: _____

Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Third Grantor Approver

DUPAGE COUNTY DEPARTMENT OF

By: _____

Signature of Authorized Representative

Date: _____

Printed Name: _____

Printed Title: _____

E-mail: mary.keating@dupagecounty.gov

FEIN:

By: _____

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantee Approver

(optional at Grantee's discretion)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

PART ONE – THE UNIFORM TERMS

ARTICLE I
DEFINITIONS

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grantee Compliance Enforcement System" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with the term “net revenue.”

“Program” means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“State-issued Award” means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

“Illinois Stop Payment List” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unallowable Cost” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unique Entity Identifier” or “UEI” has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE II
AWARD INFORMATION

2.1 Term. This Agreement shall be effective on Jul 1, 2026 and expires on Jun 30, 2027 (the TERM), unless terminated pursuant to this Agreement.

2.2 Amount of Agreement. Grant Funds (check one) ☐ must not exceed or ☒ are estimated to be **$90,920.00**, of which **$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3 Payment. Payment will be made as follows (*see* additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

Refer to "Exhibit F - Payment" for your organization's payment terms for this award

2.4 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is See ExhibitA, the Federal awarding agency is See ExhibitA, and the Federal Award date is See ExhibitA. If applicable, the Assistance Listing Program Title is See ExhibitA and Assistance Listing Number is See ExhibitA. The Catalog of State Financial Assistance (CSFA) Number is See ExhibitA and CSFA Name is See ExhibitA. If applicable, the State Award Identification Number (SAIN) is Not Applicable.

ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and W7KRN7E54898 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: _____ is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation (includes Not For Profit)
- ☐ Medical Corporation
- ☒ Governmental Unit
- ☐ Estate or Trust
- ☐ Pharmacy-Non Corporate
- ☐ Pharmacy/Funeral Home/Cemetery Corp.
- ☐ Tax Exempt
- ☐ Limited Liability Company (select applicable tax classification)
  - ☐ P = partnership
  - ☐ C = corporation

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. Representations and Use of Funds. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a

drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to $30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel**. For Awards made for public works projects, as defined in

the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act**. Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV
PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A**, **PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in

good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

> By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI
BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII
ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs , which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(g)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control**. Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management**. Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. Profits. It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.*, 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII
LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the

making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

ARTICLE IX
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including applicable programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X
FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU) or on **Exhibit E** pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI
PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU), or on **Exhibit E** pursuant to specific conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE,** which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and project or program accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII
AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least $1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least $750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO,** **PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than $750,000 in State-issued Awards, but expends at least $500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least $1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII
TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in **Exhibit A**, **PART TWO** or **PART THREE**.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV
SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform

grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV
NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (*see* Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board

membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII
CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII
EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when

equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, to the greatest extent practicable and consistent with law, Grantee must, under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders under this Award.

ARTICLE XIX
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX
INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property (including equipment), or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI
LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and

achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities**. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities**. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII
MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are

governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq*.) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.12. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.13. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.15. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees,

costs and expenses associated with such proceedings.

22.16. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

FEDERAL PROGRAM NAME: STATE PROGRAM NAME: CAPACITY EXPANSION
PURPOSE OF GRANT
ACCOUNT_LINE(s) SUMMARY:

Acct.Line#: 1
CSFA Number: 444-80-3520
Appropriation FY: 2027
Appropriation Code: 0001.44480.4900.002600NE
WBS Element: 444HMIL027-HMILSCIP-SNMT
Sponed. Prog: HMIL
Appropriation Amount: $90,920.00
These funds are Used/Reported by the Provider as Federal Funds: No
Use by DHS as Maintenance of Effort (MOE): No
Use by DHS as Matching Funds: No
Assistance Listing Program Number: N/A
Assistance Listing Program Title: N/A
FAIN Number: N/A - FAIN Award Agency: N/A
FAIN Award Date: N/A

The Illinois Homeless Response Collaborative will increase the capacity of local homeless crisis response systems to implement best practices to reduce the number of people experiencing homelessness. The grant will expand local capacity for leading systems improvement and build dynamic, reliable data systems that can measure real-time changes in homelessness. Expanded capacity, including but not limited to new staff members, will be supported through consultants to convene stakeholder workgroups to collectively build strategies and steer plans for testing changes that are likely to produce positive statewide results.

This program leverages and promotes continuous quality improvement best practices to actively reshape community processes and behavioral norms. The CoC develops a shared vision for success across the community, provides program and project management support to actualize that vision, and embeds Collective Impact principles into community processes to achieve and sustain system-level improvement. The CoC establishes and maintain critical communication and knowledge-sharing lanes between end users, provider organizations, the whole community, and the broader systems that impact housing and homelessness. The measures and communicate progress towards ending homelessness.

The following costs will be eligible for reimbursement under the contract: personnel, fringe, travel, contractual, telecommunications, supplies and peer stipends. Administrative costs will be available to the recipient and capped at 15% of the total contract.

EXHIBIT A

PROJECT DESCRIPTION

------ END OF PROGRAM: CAPACITY EXPANSION -------

EXHIBIT B

DELIVERABLES

1)Provide expanded capacity to the Homeless Continuum of Care to work in at least one of the following domains:
a) System Coordination improvements
b) Homeless Management Information System improvements

This program leverages and promotes continuous quality improvement best practices to actively reshape community processes and behavioral norms. The CoC develops a shared vision for success across the community, provides program and project management support to actualize that vision, and embeds Collective Impact principles into community processes to achieve and sustain system-level improvement. The CoC establishes and maintain critical communication and knowledge-sharing lanes between end users, provider organizations, the whole community, and the broader systems that impact housing and homelessness. The measures and communicate progress towards ending homelessness.
CoCs will engage in this area of focus:

Data Analysis and Reporting: Collect, report, manage, and analyze data related to population-level homelessness and the CoC's performance. Utilize data-driven insights to inform decision-making, identify trends, and assess the impact of system changes.

CoCs will choose at least one additional area of focus:
Change Cycle Leadership: Lead and facilitate strategic planning & action cycles within the CoC, to identify areas of improvement and implement evidence-based practices. Collaborate with stakeholders to develop and execute strategies that enhance service delivery and outcomes.
System Analysis & Improvement: Work closely with member agencies to identify gaps, inefficiencies, and opportunities for improvement in the homeless services system, through activities such as needs and risk assessments, asset and process mapping, and other targeted analyses. Develop and implement action plans to address these issues effectively.
Collaboration and Networking: Build and maintain strong relationships with key stakeholders, including government agencies, service providers, community organizations, housing providers, service users, and the community at-large. Foster a collaborative environment to promote effective communication and resource sharing.
Center Equity & Lived Expertise: Lead (or contribute to) efforts to identify the community's systemic inequities in housing security and homelessness and center those inequities in plans and strategies to reduce homelessness. Champion and facilitate the inclusion of input from people with lived experience of homelessness in system improvement priorities and plans.
Capacity Building: Identify training and capacity-building needs for CoC member agencies and stakeholders. Organize and facilitate workshops, seminars, and training sessions to enhance service providers' skills and knowledge. Support individual organizations/agencies in their own tests of change, by establishing improvement projects, facilitating provider goal setting, and serving as an accountability partner.

EXHIBIT B

DELIVERABLES

Facilitate Learning & Path-Clearing: Harvest insights, bright spots, challenges, and systemic or structural barriers from the applied experience of the community's efforts to prevent, resolve, measure, and reduce homelessness. Establish and/or contribute to 'learning systems' that circulate knowledge in the interest of shared understanding, problem solving, and larger-scale 'path-clearing' of systemic issues.

Reporting Requirements:
a.Submission of accurate Monthly Grant Invoice (IL 444-5257 (R-10-22)) with general ledger and supporting documentation by the 15th of each month for expenses incurred in the previous month.

b.Submission of monthly data to the dashboard by the 15th of each month starting in October.

c.Submission of accurate Periodic Performance Reports (GOMBGATU-4001 (N-08-17) no later than 15 days after the quarter ends.

d.Submission of accurate quarterly Periodic Financial Reports (GOMBGATU-4002 (N-08-17) no later than 15 days after the quarter ends.

e.Submission of a midyear report describing progress on achieving quality data, expanding the partnerships of the CoC and any local aims to reduce homelessness.

f.Submission of Close Out Reports no later than 60 days after this Agreement's end of the period of performance or termination

g.Time Period for Close-out Reports. Grantee shall submit a Close-out Report pursuant to Paragraph 13.2 and no later than 60 days after this Agreement's end of the period of performance or termination

h.Time Period for Required Periodic Performance Reports. Grantee shall submit Performance Reports to Grantor pursuant to Paragraph 14.1 and such reports must be submitted no later than 15 days after the quarter ends. Periodic Performance Reports will include the following information: funding source, program name, total reporting period awards, total remaining to award, and applicable award demographics (when applicable and available).

i.Time Period for Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, pursuant to Paragraph 14.2 and no later than 60 days after this Agreement's end of the period of performance or termination.

j.Submission to IDHS the CoC Point in Time (PIT) Count, Housing Inventory Count,

EXHIBIT B

DELIVERABLES

Longitudinal System Analysis (LSA) and System Performance Measure, by no later than when the document is submitted to HUD. If the documents are no longer required by HUD, the PIT and HIC will continue to be submitted to the State.

k.Submission of any other documentation requested by DHS within 10 days of request.

l.Reported expenses should be consistent with the approved annual grant budget. Any expenditure variances require prior Grantor approval in accordance with Article VI of the Uniform Grant Agreement to be reimbursable.

------ END OF PROGRAM: CAPACITY EXPANSION -------

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Brittany Schwien
Title: Grants Coordinator
Address: 823 E Monroe St
Springfield, IL 62701-1915

E-mail Address: brittany.schwien@illinois.gov

GRANTEE CONTACT

Name: Mary Keating
Title: Director
Address: 421 N County Farm Rd
Wheaton, IL 60187-3978

E-mail Address: mary.keating@dupagecounty.gov

GRANTEE PAYMENT ADDRESS
(If different than the address above)
Address:

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Brittany Schwien
Title: Grants Coordinator
Address: 823 E Monroe St
Springfield, IL 62701-1915

Phone: 447-743-1141
TTY #:

E-mail Address: brittany.schwien@illinois.gov

GRANTEE CONTACT

Name: MARY KEATING
Title: Attachment Contact
Address: 421 N County Farm Rd
Wheaton, IL 60187-3978

Phone: 630-407-6500
TTY #: 630-407-6502

E-mail Address: mary.keating@dupagecounty.gov

EXHIBIT D

PERFORMANCE MEASURES

1) Actively participate in the Illinois Homeless Response Collaborative CoC monthly calls.

2) At the time of HUD submission, provide a copy of the following reports: Point in Time Count, Housing Inventory Chart, System Performance Measure and Longitudinal System Analysis.

3) Completion of the "All Singles Data Quality Scorecard" at the beginning and end of grant term with improved score at the end of the grant term.

4) Completion of the Partnership Assessment Checklist.

5) Set a measurable CoC-level aim statement for reduction of homelessness in any population. For example, the CoC will reduce chronic homelessness by 20% or the CoC will reduce family inflow by 35%. (OPTIONAL)

------ END OF PROGRAM: CAPACITY EXPANSION -------

EXHIBIT D

PERFORMANCE STANDARDS

1. Submission of accurate Periodic Financial Report by the 15th of each month for expenses incurred in the previous month.

2. Submission of monthly data to the dashboard by the 15th of each month starting in October.

3. Submission of a midyear report describing progress on achieving quality data, expanding the partnerships of the CoC and any local aims to reduce homelessness.

4. At least 90% of the deliverables will be achieved consistent with the timetable detailed under the Deliverables Exhibit.

5. 100% of the financial and program reports will be submitted by the deadline established under the Deliverables Exhibit.

6. Any budget or program revision will be submitted timely for appropriate implementation of any new program plan or budget. No budget revisions will be accepted in the last 60 days of the grant term.

7. Must respond timely and participate in on-site and/or desk review program monitoring when requested.

------ END OF PROGRAM: CAPACITY EXPANSION -------

EXHIBIT E

SPECIFIC CONDITIONS

From FY27 ICQ:
None

------ END OF PROGRAM: CAPACITY EXPANSION -------

EXHIBIT F

PAYMENT

Grantee will receive payment by one of the three payment methodologies (Advance Payment, Reimbursement or Working Capital Advance). Requests for advance payment must be accompanied by an IDHS Advance Payment Request Cash Budget Template (Cash Budget).

I. Advance Payment Method (Advance and Reconcile)

A.An initial payment will be processed in an amount equal to the first two months' cash requirements as reflected in the Advance Payment Requirements Forecast (Cash Budget) Form submitted with the Grantee's application. The initial payment will be processed upon execution of the grantee's Uniform Grant Agreement.

B.Grantees must submit monthly invoices in the format and method prescribed in the Grantee's executed Uniform Grant Agreement. The first invoice is due within 20 days after the first month of the grant operations. Invoices must include only allowable incurred costs that have been paid by the Grantee. For programs that have Grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.

C.Subsequent monthly payments will be based on each monthly invoice submitted to the grant program, and will be adjusted up or down, based on a comparison of actual cumulative expenditures to cumulative advance payments, to date.

D.Grantees that do not expend all advance payment amounts by the end of the grant term or that are unable to demonstrate that all incurred costs were necessary, reasonable, allowable, or allocable as approved in their respective grant budget, must return the funds or be subject to grant funds recovery.

E.Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

F.Failure to abide by advance payment governance requirements may result in grantee losing their right to advance payments

G. Approp Allows for prior year expenditures.

II.Reimbursement Method

A.IDHS will disburse payments to Grantee based on actual allowable costs incurred as reported in the monthly financial invoice submitted for the respective month, as described below.

B.Grantees must submit monthly invoices in a format prescribed by Grantor. Invoices must include all allowable incurred costs for the first and each subsequent month of operations until the end of the grant term. Invoices must be submitted on or before the 20th day following the end of any respective monthly invoice period. As practicable, Grantor shall process payment within 30 calendar days after receipt of the invoice, unless the State awarding agency reasonably believes the request to be improper.

C.Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

III.Working Capital Advance Method

A.IDHS Grant Program Managers will advance working capital payments to the grantee to

cover their estimated disbursement needs for an initial period not to exceed two months of grant expenses. Startup costs may be approved if determined by IDHS Grant Program Managers to be allowable.
B.Grantees must submit monthly invoices for each of the one or two months covered by the Working Capital Advance in the format and method prescribed by the Grantor. The first invoice is due 20 calendar days after the first month of the grant term. Invoices must include only allowable incurred costs that have been paid by the grantee. For grant programs that have grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.

------ END OF PROGRAM: CAPACITY EXPANSION -------

PART TWO –GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

ARTICLE XXIII
ADDITIONAL CERTIFICATIONS

23.1 Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications legally apply to Grantee:

(a) **Adult Protective Services Act.** Grantee certifies that it is in compliance with the Adult Protective Services Act to protect people with disabilities who are abused, neglected or financially exploited and who, because of their disability, cannot seek assistance on their own behalf. Anyone who believes a person with a disability living in a domestic setting is being abused, neglected or financially exploited must file a complaint with the Illinois Department on Aging. Grantee has an obligation to report suspected fraud or irregularities committed by individuals or other entities with whom it interacts on Grantor's behalf and should make a report to the appropriate program office (320 ILCS 20/1 *et seq.*).

(b) **Grant Award Requirements.** Grantee certifies that it is in compliance with 45 CFR Part 93 and 45 CFR Part 94.

(c) **Business Entity Registration.** Grantee certifies that it is not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160 and 30 ILCS 500/50-37). Further, Grantee acknowledges that all contracts between State agencies and a business entity that do not comply with this Paragraph shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

ARTICLE XXIV
ADDITIONAL TERMS

24.1 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties. Grantee acknowledges that this Agreement does not create any expectation of renewal.

24.2 Multiple Locations. In the event that Grantee has more than one location, Grantee shall include in **EXHIBIT C** either (1) the address, phone number and hours of operation of each location, or (2) the address, phone number and hours of operation of Grantee's primary location.

24.3 Changes in Key Grant Personnel. When it is specifically required as a condition of an Award, the replacement of the Program director or a key person or a substantial reduction in the level of their effort, e.g., their unanticipated absence for more than three (3) months, or a twenty-five percent (25%) reduction in the time devoted to the Award purposes, requires Prior Approval from Grantor. When it is specifically required as a condition of an Award, Prior Approval will be required for the replacement or the substantial reduction in the level of effort of other personnel whose work is deemed by Grantor to be critical to the Award's successful completion. All requests for approval of changes in key Grant personnel shall be signed by Grantee's authorized representative and submitted to the appropriate Grantor program personnel. Evidence of the qualifications for replacement personnel (such as a résumé) shall be included. 2 CFR 200.308.

24.4 Grant Funds Recovery. The provisions of 89 Ill. Admin. Code 511 shall apply to any funds awarded that are subject to the Illinois Grant Funds Recovery Act.

24.5 Employee and Subcontractor Background Checks. Grantee certifies that neither Grantee, nor any employee or subcontractor who works on Grantor's premises, has a felony conviction. Any request for an exception to this rule must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction. Grantee will also supply Grantor with a list of individuals assigned to work on DHS' premises at least ten (10) working days prior to the start of their employment, unless circumstances prevent Grantee from giving a list within that time. If Grantee cannot provide a list, or the name of an individual, at least ten (10) working days prior to his/her employment, it shall do so as soon as possible. Grantor may conduct, at its expense, criminal background checks on Grantee's employees and subcontractors assigned to work on Grantor's premises. To the extent permitted by Illinois law, Grantee agrees to indemnify and hold harmless Grantor and its employees for any liability accruing from said background checks.

24.6 Gifts. In addition to the Gift ban described in Paragraph 22.1, Grantee will provide Grantor with advance notice of Grantee's provision of gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist Grantee in carrying out its responsibilities under this Agreement.

24.7 Current Contact Information and Notices. Grantee shall update its contact information, including email address, phone number and job title, in the Community Services Agreement (CSA) Tracking System under the My Info tab, when any such information changes. In addition, Grantee shall contact the DHS Office of Contract Administration when its mailing address changes to update that information. Grantee acknowledges and agrees that any notices from Grantor may be made to its mailing address, electronic mail (email) address, or facsimile (fax) telephone number, at Grantor's choosing. Such notice shall be effective upon dispatch.

24.8 Supplies Disposition. Grantee must obtain disposition instructions from Grantor when supplies, purchased in whole or in part with Grant Funds, are no longer needed for their intended purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any supplies to Grantor or a third party for any reason, including, without limitation, an Award is terminated or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the supplies according to applicable best practices, manufacturer's guidelines, federal and State laws or rules, including without limitation those contained at 2 CFR 200.310 to 2 CFR 200.326, and Department requirements stated herein. All obligations regarding use and ownership of supplies, purchased in whole or in part with Grant Funds, shall survive the termination of this Agreement.

24.9 Reporting Requirements. The reporting timeframes described in Paragraphs 10.1, 10.2, 11.1 and 11.2 are specified in **EXHIBIT B**. In addition, Grantee acknowledges it must cooperate with all Grantor-initiated post Close-out audits or reviews, including, but not limited to, submission of any Grantor-required forms.

24.10 Payment Information. Payment information described in PART ONE is specified in EXHIBIT F.

ARTICLE XXV
MONITORING AND INFORMATION

25.1 Monitoring of Conduct. In addition to ARTICLE IX of **PART ONE**, Grantor shall monitor Grantee's conduct under this Agreement which may include, but shall not be limited to, reviewing records of performance in accordance with administrative rules, license status review, fiscal and audit review, Agreement compliance and

compliance with the affirmative action requirements of this Agreement. Grantor shall have the authority to conduct announced and unannounced monitoring visits and Grantee shall cooperate with Grantor in connection with all such monitoring visits. Failure of Grantee to cooperate with Grantor in connection with announced and unannounced monitoring visits is grounds for Grantor's termination of this Agreement.

25.2 Requests for Information. Grantor may request, and Grantee shall supply, upon request, necessary information and documentation regarding transactions constituting contractual (whether a written contract exists or not) or other relationships, paid for with funds received hereunder. Documentation may include, but is not limited to, information regarding Grantee's contractual agreements, identity of employees, shareholders and directors of Grantee and any party providing services which will or may be paid for with funds received hereunder, including, but not limited to, management and consulting services rendered to Grantee.

25.3 Rights of Review. This 0 does not give Grantor the right to review a license that is not directly related to the Award being audited nor does it allow Grantor to unilaterally revoke a license without complying with all due process rights to which Grantee is entitled under Federal, State or local law or applicable rules promulgated by Grantor.

ARTICLE XXVI
WORK PRODUCT

26.1 Assignment of Work Product. "Work Product" means all the tangible materials, regardless of format, delivered by Provider to DHS under this Agreement. Grantee assigns to Grantor all right, title and interest in and to Work Product. However, nothing in this Agreement shall be interpreted to grant Grantor any right, title or interest in Grantee's intellectual property that has been or will later be developed outside this Award.

26.2 License to Grantor. To the extent Grantee-owned works are incorporated into Work Product, Grantee grants to Grantor a perpetual, non-exclusive, paid-up, world-wide license in the use, reproduction, publication and distribution of such Grantee-owned works when included within the Work Product. Grantee shall not copyright Work Product without Grantor's prior written consent.

26.3 License to Grantee; Objections. Grantor grants to Grantee a perpetual, non-exclusive, paid-up license to publish academic and scholarly articles based upon the services rendered under this Agreement. All materials to be published shall first be submitted to Grantor at least forty-five (45) days prior to publication or other disclosure. Upon written objection from Grantor, Grantee shall excise any confidential information, as that term is defined in applicable State and Federal statutes, federal regulations and Grantor administrative rules, from materials before publication. Grantor may also object to the publication on grounds other than confidentiality. As to the latter objections, Grantee and Grantee will attempt to resolve Grantor's concerns within the forty-five (45) day review period, or as otherwise agreed between the Parties. Grantor waives any objections not made to Grantee in writing before expiration of the review period.

26.4 Unresolved Objections; Disclaimer. If Grantor's objections on grounds other than confidentiality are not resolved within the review period or other such time as agreed by the Parties, then Grantee may publish the materials but shall include therein the following disclaimer: "Although the research or services underlying this article were funded in whole or in part by the [Grantor], the [Grantor] does not endorse or adopt the opinions or conclusions presented in the article." Notwithstanding the above, Grantor shall not have the right to control or censor the contents of Grantee publications.

ARTICLE XXVII

POST-TERMINATION/NON-RENEWAL

27.1 Duties. Upon notice by Grantor to Grantee of the termination of this Agreement or notice that Grantor will not renew, extend or exercise any options to extend the term of this Agreement, or that Grantor will not be contracting with Grantee beyond the term of this Agreement, Grantee shall, upon demand:

(a) Cooperate with Grantor in assuring the transition of recipients of services hereunder for whom Grantee will no longer be providing the same or similar services or who choose to receive services through another Grantee.

(b) To the extent permitted by law, provide copies of all records related to recipient services funded by Grantor under this Agreement.

(c) Grant reasonable access to Grantor to any and all Program sites serving recipients hereunder to facilitate interviews of recipients to assure a choice process by which recipients may indicate provider preference.

(d) Provide detailed accounting of all service recipients' funds held in trust by Grantee, as well as the identity of any recipients for whom Grantee is acting as a representative payee of last resort.

27.2 Survival. The promises and covenants of this Article shall survive the Term of this Agreement for the purposes of the necessary transition of recipients of services hereunder.

ARTICLE XXVIII
LINGUISTIC AND CULTURAL COMPETENCY GUIDELINES AND ASSURANCE

28.1 Applicability. This Article does not apply to governmental bodies or institutions of higher education.

28.2 Plan Creation. For Grantees that do not have a Linguistic and Cultural Competency (LCC) Plan, the Grantee shall create its LCC Plan within one year following execution of this Agreement. The LCC Plan, including creation guidelines, is described on the Internet at http://www.dhs.state.il.us/page.aspx?item=66602.

28.3 Plan Implementation. For Grantees that have an LCC Plan, the Grantee certifies that it is updated annually to identify all goals met and to describe any efforts made toward meeting additional goals still in progress.

28.4 Plan Submission. Upon request, Grantee shall submit to the Grantor its LCC Plan, including any updates.

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PART THREE –PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

ARTICLE XXIX
ADDITIONAL REQUIREMENTS

29.1 Program Manual. The related Program Manual, if applicable, can be found via the following DHS website: http://www.dhs.state.il.us/page.aspx?item=29741 and is hereby incorporated into this Agreement.

29.2 Program Attachment. The related Program Attachment, if applicable, is **H** . It can be found via the following DHS website: http://www.dhs.state.il.us/page.aspx?item=29741 and is hereby incorporated into this Agreement.

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State Agency Illinois Department of Human Services **FY.** 2027
Grantee DUPAGE COUNTY DEPARTMENT OF **Notice of Funding Opportunity (NOFO) Number.** N/A
Data Universal Number System (DUNS) Number 135836026 **FEIN**
Catalog of State Financial Assistance (CSFA) Number 444-80-3520 **CSFA Short Description.** CAPACITY EXPANSION
Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A **CFDA Short Description.** see linked Agreement Exhibit-A

Section A: State of Illinois Funds

REVENUES	**Total**
State of Illinois Requested:	$90,920.00
Budget Expenditure Categories	
1. Personnel (200.430)	$58,169.36
2. Fringe Benefits (200.431)	$24,036.71
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	N/A
7. Consultant (200.459)	N/A
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	$2,157.31
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	$6,557.00
16. Total Direct Costs (add lines 1-15) (200.413)	$90,920.38
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs State Grant Funds Lines 16 and 17 **MUST EQUAL REVENUE TOTALS ABOVE**	$90,920.00
Note: Total may be adjusted for rounding.	

State Agency Illinois Department of Human Services **FY.** 2027
Grantee DUPAGE COUNTY DEPARTMENT OF **Notice of Funding Opportunity (NOFO) Number.** N/A
Data Universal Number System (DUNS) Number 135836026 **FEIN**
Catalog of State Financial Assistance (CSFA) Number 444-80-3520 **CSFA Short Description.** CAPACITY EXPANSION
Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A **CFDA Short Description.** see linked Agreement Exhibit-A

Section B: Non-State of Illinois Funds

REVENUES	**Total**
Grantee Match Requirement %: N/A	
b) Cash	N/A
c) Non-Cash	N/A
d) other Funding and Contributions	N/A
Total Non-State Funds (lined b through d)	N/A
Budget Expenditure Categories	
1. Personnel (200.430)	N/A
2. Fringe Benefits (200.431)	N/A
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	N/A
7. Consultant (200.459)	N/A
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	N/A
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	N/A
16. Total Direct Costs (add lines 1-15) (200.413)	N/A
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs Non-State Grant Funds Lines 16 and 17 **MUST EQUAL REVENUE TOTALS ABOVE**	N/A
Note: Total may be adjusted for rounding.	

Contract Published Date Time: 2026.06.12.07.10.26 593

State Agency Illinois Department of Human Services **FY.** 2027

Grantee DUPAGE COUNTY DEPARTMENT OF **Notice of Funding Opportunity (NOFO) Number.** N/A

Data Universal Number System (DUNS) Number 135836026 **FEIN** :

Catalog of State Financial Assistance (CSFA) Number 444-80-3520 **CSFA Short Description.** CAPACITY EXPANSION

Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A **CFDA Short Description.** see linked Agreement Exhibit-A

Budget Narrative Summary

When you have completed the budget Category pages, the totals for each category should appear in the corresponding rows below. Additionally, the amount of State requested funds and non-State funds that will support the project are also listed. Verify the amounts and the Total Project Costs.

Budget Category	State	Non-State	Total
1. Personnel	$58,169.36	N/A	$58,169.36
2. Fringe Benefits	$24,036.71	N/A	$24,036.71
3. Travel	N/A	N/A	N/A
4. Equipment	N/A	N/A	N/A
5. Supplies	N/A	N/A	N/A
6. Contractual Services	N/A	N/A	N/A
7. Consultant (Professional Services)	N/A	N/A	N/A
8. Construction	N/A	N/A	N/A
9. Occupancy (Rent and Utilities)	N/A	N/A	N/A
10. Research and Development (R & D)	N/A	N/A	N/A
11. Telecommunications	N/A	N/A	N/A
12. Training and Education	N/A	N/A	N/A
13. Direct Administrative Costs	$2,157.31	N/A	$2,157.31
14. Other or Miscellaneous Costs	N/A	N/A	N/A
15. GRANT EXCLUSIVE LINE ITEM(S)	$6,557.00	N/A	$6,557.00
16. Total Direct Costs (add lines 1-15) (200.413)	$90,920.38	N/A	$90,920.38
17. Indirect Cost	N/A	N/A	N/A
State Request	$90,920.00		
Non-State Amount		N/A	
TOTAL PROJECT COSTS			$90,920.00

Note: Total may be adjusted for rounding.

Contract Published Date Time: 2026.06.12.07.10.26 593

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: FI-R-0105-26 **Agenda Date:** 7/7/2026 **Agenda #:** 9.C.

ACCEPTANCE AND APPROPRIATION OF THE
ILLINOIS DEPARTMENT OF HUMAN SERVICES
SUPPORTIVE HOUSING PROGRAM GRANT PY27
INTER-GOVERNMENTAL AGREEMENT NO. FCSFH00352
COMPANY 5000 - ACCOUNTING UNIT 1760
$102,786

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Human Services that grant funds in the amount of $102,786 (ONE HUNDRED TWO THOUSAND SEVEN HUNDRED EIGHTY-SIX AND NO/100 DOLLARS) are available to be used to assist low-income eligible families with supportive services to obtain or retain permanent housing; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. FCSFH00352 with the Illinois Department of Human Services, A copy of which are attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the terms of the agreements are from July 1, 2026 through June 30, 2027; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of these grants does not add any additional subsidy from the County; and

WHEREAS, the DuPage County Board finds that the need to appropriate said grant funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Inter-Governmental Agreement No. FCSFH00352 (ATTACHMENT II) between DuPage County and Illinois Department of Human Services are hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of $102,786 (ONE HUNDRED TWO THOUSAND SEVEN HUNDRED EIGHTY-SIX AND NO/100 DOLLARS) be made to establish the Illinois Department of Human Services Supportive Housing Program Grant PY27, Company 5000 - Accounting Unit 1760, for the period July 1, 2026 through June 30, 2027; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Director of Community Services is approved as the County's Authorized Representative; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for these grants, the Human Services Committee shall review the need for continuing the specified program and related head count; and

BE IT FURTHER RESOLVED that should the Human Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by resolution.

Enacted and approved this 14th day of July at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH THE
ILLINOIS DEPARTMENT OF HUMAN SERVICES
SUPPORTIVE HOUSING PROGRAM GRANT PY27
INTER-GOVERNMENTAL AGREEMENT NO. FCSFH00352
COMPANY 5000 – ACCOUNTING UNIT 1760
$102,786

REVENUE		
41400-0002 - State Operating Grant - IDHS	$ 102,786	
TOTAL ANTICIPATED REVENUE		$ 102,786
EXPENDITURES		
PERSONNEL		
50000-0000 - Regular Salaries	$ 70,633	
51010-0000 - Employer Share I.M.R.F.	6,810	
51030-0000 - Employer Share Social Security	5,403	
51040-0000 - Employee Med & Hosp Insurance	8,658	
TOTAL PERSONNEL		$ 91,504
CONTRACTUAL		
53815-0003 - IDHS Education	$ 782	
53815-0004 - IDHS Childcare	1,500	
53815-0005 - IDHS Transportation	9,000	
TOTAL CONTRACTUAL		$ 11,282
TOTAL ADDITIONAL APPROPRIATION		$ 102,786

GRANT AGREEMENT

BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF HUMAN SERVICES
AND

DUPAGE COUNTY DEPARTMENT OF

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and DUPAGE COUNTY DEPARTMENT OF (Grantee)(collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	**Definitions**
Article II	**Award Information**
Article III	**Grantee Certifications and Representations**
Article IV	**Payment Requirements**
Article V	**Scope of Award Activities/Purpose of Award**
Article VI	**Budget**
Article VII	**Allowable Costs**
Article VIII	**Lobbying**
Article IX	**Maintenance and Accessibility of Records; Monitoring**
Article X	**Financial Reporting Requirements**
Article XI	**Performance Reporting Requirements**
Article XII	**Audit Requirements**
Article XIII	**Termination; Suspension; Non-compliance**
Article XIV	**Subcontracts/Subawards**
Article XV	**Notice of Change**
Article XVI	**Structural Reorganization and Reconstitution of Board Membership**
Article XVII	**Conflict of Interest**
Article XVIII	**Equipment or Property**
Article XIX	**Promotional Materials; Prior Notification**
Article XX	**Insurance**
Article XXI	**Lawsuits and Indemnification**
Article XXII	**Miscellaneous**
Exhibit A	**Project Description**
Exhibit B	**Deliverables or Milestones**
Exhibit C	**Contact Information**
Exhibit D	**Performance Measures and Standards**
Exhibit E	**Specific Conditions**
Exhibit F	**Payment**

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

DEPARTMENT OF HUMAN SERVICES

By: _____

Signature of Dulce Quintero, Secretary

Date: _____

Designee Name: _____

Designee Title: Contract Obligations Analyst

By: _____

Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantor Approver

By: _____

Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Third Grantor Approver

DUPAGE COUNTY DEPARTMENT OF

By: _____

Signature of Authorized Representative

Date: _____

Printed Name: _____

Printed Title: _____

E-mail: mary.keating@dupagecounty.gov

FEIN:

By: _____

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantee Approver

(optional at Grantee's discretion)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

PART ONE – THE UNIFORM TERMS

ARTICLE I
DEFINITIONS

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grantee Compliance Enforcement System" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with the term “net revenue.”

“Program” means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“State-issued Award” means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

“Illinois Stop Payment List” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unallowable Cost” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unique Entity Identifier” or “UEI” has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE II
AWARD INFORMATION

2.1 Term. This Agreement shall be effective on Jul 1, 2026 and expires on Jun 30, 2027 (the TERM), unless terminated pursuant to this Agreement.

2.2 Amount of Agreement. Grant Funds (check one) ☐ must not exceed or ☒ are estimated to be **$102,786.00**, of which **$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3 Payment. Payment will be made as follows (*see* additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

Refer to "Exhibit F - Payment" for your organization's payment terms for this award

2.4 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is See ExhibitA, the Federal awarding agency is See ExhibitA, and the Federal Award date is See ExhibitA. If applicable, the Assistance Listing Program Title is See ExhibitA and Assistance Listing Number is _____. The Catalog of State Financial Assistance (CSFA) Number is See ExhibitA and CSFA Name is See ExhibitA. If applicable, the State Award Identification Number (SAIN) is Not Applicable.

ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and W7KRN7E54898 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: ___ is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation (includes Not For Profit)
- ☐ Medical Corporation
- ☒ Governmental Unit
- ☐ Estate or Trust
- ☐ Pharmacy-Non Corporate
- ☐ Pharmacy/Funeral Home/Cemetery Corp.
- ☐ Tax Exempt
- ☐ Limited Liability Company (select applicable tax classification)
  - ☐ P = partnership
  - ☐ C = corporation

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. Representations and Use of Funds. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a

drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to $30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel**. For Awards made for public works projects, as defined in

the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act**. Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV
PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A**, **PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in

good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

> By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI
BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII
ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs , which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(g)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control**. Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management**. Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. Profits. It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.*, 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII
LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the

making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

ARTICLE IX
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including applicable programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X
FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU) or on **Exhibit E** pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI
PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU), or on **Exhibit E** pursuant to specific conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE,** which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and project or program accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII
AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least $1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least $750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO,** **PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than $750,000 in State-issued Awards, but expends at least $500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least $1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII
TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in **Exhibit A**, **PART TWO** or **PART THREE**.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV
SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform

grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV
NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (*see* Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board

membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII
CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII
EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when

equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, to the greatest extent practicable and consistent with law, Grantee must, under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders under this Award.

ARTICLE XIX
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX
INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property (including equipment), or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI
LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and

achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities**. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities**. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII
MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are

governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq*.) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.12. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.13. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.15. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees,

costs and expenses associated with such proceedings.

22.16. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

FEDERAL PROGRAM NAME: STATE PROGRAM NAME: SUPPORTIVE HOUSING
PURPOSE OF GRANT
ACCOUNT_LINE(s) SUMMARY:

Acct.Line#: 1
CSFA Number: 444-80-0658
Appropriation FY: 2027
Appropriation Code: 0001.44480.4900.001800NE
WBS Element: 444SUPHS27-SSCTH320-SNMT
Sponed. Prog: SSCT
Appropriation Amount: $102,786.00
These funds are Used/Reported by the Provider as Federal Funds: No
Use by DHS as Maintenance of Effort (MOE): No
Use by DHS as Matching Funds: No
Assistance Listing Program Number: N/A
Assistance Listing Program Title: N/A
FAIN Number: N/A - FAIN Award Agency: N/A
FAIN Award Date: N/A

The Supportive Housing Provider will deliver supportive services to low-income persons residing in permanent housing units, who are formerly homeless or at risk of becoming homeless; or to homeless persons residing in transitional facilities who are prepared to move into permanent housing as specified in the providers Annual Funding Plan. The Provider must provide case management, advocacy, and counseling, as well as additional services necessary for the participant to retain housing and maximize self-sufficiency.

The Supportive Housing Program Provider will adhere to requirements outlined in the Supportive Housing Statute, which is located at: 305 ILCS 5/12-4.5.

------ END OF PROGRAM: SUPPORTIVE HOUSING -------

EXHIBIT B

DELIVERABLES

1.All participants are to be provided with case management services, counseling services and advocacy services with-in five days of admittance to the program. All participants must have documented access, when applicable, to other supportive services.
2.All participants will have a service plan developed for implementation within the first week of admittance to the program. The individual service plan must detail monthly outcomes as well as ongoing goals to be accomplished by the participant(s) with the assistance of the Provider.
3.All participants will have access to case management services outside of normal business hours of operation including, but not limited to, evening case management service hours.
4.All participants will have a completed intake and assessment done upon entry into the program. The Provider must submit all intake and assessment forms to IDHS annually for approval.
5.All progress and supportive services for participants will be tracked and progress reported within each participants case file that includes, at a minimum, a record of the participants supportive services, case management, progress, and benefit assistance.
6.The Provider will have a community outreach plan which includes a detailed description for notifying the community of the program, hours of operation, and admittance/eligibility requirements into the program(s) they administer for IDHS. This plan may include outreach to the other community service agencies, the local FCRC, and other outreach entities. IDHS must be advised of any publication and distribution of flyers, printed materials and brochures that are part of the IDHS funded program(s).
7.The Provider will have a written agreement or Memorandum of Understanding (MOU) for referrals to other social service agencies. The MOU must include:
aa description of the types of service(s) to be provided;
ba description detailing how referrals will be handled by each entity; and
ca description of any follow-up actions.
8The Provider will have a referral process that assists program participants with enrollment into public benefit programs such as TANF, Supplemental Nutrition Assistance Program (SNAP, formerly known as food stamps), All Kids, medical and disability assistance, as well as other resources that address the needs of the program participants.
9.The Provider will have the ability to down-load the IDHS SNAP application and distribute it to eligible households.
10.The Provider will accurately report outcomes and submit reports to IDHS The Provider will accurately report outcomes and submit reports to IDHS by the 20th of the month following the end of the quarter utilizing the web-based reporting system.
11. The Provider will submit data as requested to fulfill IDHS performance requirements.

Reporting Requirements:

A. Time Period for Required Periodic Financial Reports. Unless a different reporting

requirement is specified in Exhibit G, Grantee shall submit financial reports to Grantor pursuant to Paragraph 13.1 and reports must be submitted no later than 30 days after the quarter ends.

B. Time Period for Close-out Reports. Grantee shall submit a Close-out Report pursuant to Paragraph 13.2 and no later than 60 days after this Agreement's end of the period of performance or termination.

C. Time Period for Required Periodic Performance Reports. Unless a different reporting requirement is specified in Exhibit G, Grantee shall submit Performance Reports to Grantor pursuant to Paragraph 14.1 and such reports must be submitted no later than 30 days after the quarter ends.

D. Time Period for Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, pursuant to Paragraph 14.2 and no later than 60 days after this Agreement's end of the period of performance or termination.

------ END OF PROGRAM: SUPPORTIVE HOUSING -------

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Angela Campo
Title: Program Manager
Address: 823 E Monroe St
Springfield, IL 62701-1915

E-mail Address: angela.campo@illinois.gov

GRANTEE CONTACT

Name: Mary Keating
Title: Director
Address: 421 N County Farm Rd
Wheaton, IL 60187-3978

E-mail Address: mary.keating@dupagecounty.gov

GRANTEE PAYMENT ADDRESS
(If different than the address above)
Address:

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Angela Campo
Title: Program Manager
Address: 823 E Monroe St
Springfield, IL 62701-1915

Phone: 217-361-4445
TTY #:

E-mail Address: angela.campo@illinois.gov

GRANTEE CONTACT

Name: MARY KEATING
Title: Attachment Contact
Address: 421 N County Farm Rd
Wheaton, IL 60187-3978

Phone: 630-407-6500
TTY #: 630-407-6502

E-mail Address: mary.keating@dupagecounty.gov

EXHIBIT D

PERFORMANCE MEASURES

The Grantee shall perform in accordance with the Funding Plan approved by Grantor, including any subsequent revisions. The Grantee must meet the negotiated performance measures identified in the Annual Funding Plan entered into the web-based reporting system used by IDHS, which may be modified with prior approval of Grantor. Performance measures must be met by the end of the Award Term. Grantees failing to meet 85% of their performance measures will receive a reduced award upon renewal in keeping with their performance.

------ END OF PROGRAM: SUPPORTIVE HOUSING -------

EXHIBIT D

PERFORMANCE STANDARDS

1. 100% of all participants will be expected to be provided with case management services, counseling services and advocacy services with-in five days of admittance to the program.
2. 100% of all participants will e expected to have a service plan developed for implementation within the first week of admittance to the program. The individual service plan must detail monthly outcomes as well as ongoing goals to be accomplished by the participant(s) with the assistance of the Provider.
3. 100% of all participants will have access to case management services outside of normal business hours of operation including, but not limited to, evening case management service hours.
4. 100% of all participants will have a completed intake and assessment done upon entry into the program.
5. 100% of all progress reports and supportive services for participants will be tracked and reported within each participant's case file that includes, at a minimum, a record of the participant's supportive services, case management, progress, and benefit assistance.
6. 100% of all Providers will have a community outreach plan which includes a detailed description for notifying the community of the program, hours of operation, and admittance/eligibility requirements into the program(s) they administer for IDHS.
7. 100% of all Providers will have a written agreement or Memorandum of Understanding (MOU) for referrals to other social service agencies. The MOU must include a description of the types of service(s) to be provided, a description detailing how referrals will be handled by each entity; and a description of any follow-up actions.
8. 100% of all Providers will have a referral process that assists program participants with enrollment into public benefit programs such as TANF, Supplemental Nutrition Assistance Program (SNAP, formerly known as food stamps), All Kids, medical and disability assistance, as well as other resources that address the needs of the program participants.
9. 100% of all Providers will have the ability to down-load the IDHS SNAP application and distribute it to eligible households.
10. 100% of all Providers will accurately report outcomes and submit reports to IDHS within the designated time frames utilizing the web-based reporting system.

------ END OF PROGRAM: SUPPORTIVE HOUSING -------

EXHIBIT E

SPECIFIC CONDITIONS

From FY 2026 ICQ:
None

------ END OF PROGRAM: SUPPORTIVE HOUSING -------

EXHIBIT F

PAYMENT

Grantee will receivepayment by one of the three payment methodologies (Advance Payment, Reimbursement or Working Capital Advance). Requests for advance payment must be accompanied by an IDHS Advance Payment Request Cash Budget Template (Cash Budget).

I. Advance Payment Method (Advance and Reconcile)

A.An initial payment will be processed in an amount equal to the first two months' cash requirements as reflected in the Advance Payment Requirements Forecast (Cash Budget) Form submitted with the Grantee's application. The initial payment will be processed upon execution of the grantee's Uniform Grant Agreement.

B.Grantees must submit monthly invoices in the format and method prescribed in the Grantee's executed Uniform Grant Agreement. The first invoice is due within 20 days after the first month of the grant operations. Invoices must include only allowable incurred costs that have been paid by the Grantee. For programs that have Grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.

C.Subsequent monthly payments will be based on each monthly invoice submitted to the grant program, and will be adjusted up or down, based on a comparison of actual cumulative expenditures to cumulative advance payments, to date.

D.Grantees that do not expend all advance payment amounts by the end of the grant term or that are unable to demonstrate that all incurred costs were necessary, reasonable, allowable, or allocable as approved in their respective grant budget, must return the funds or be subject to grant funds recovery.

E.Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

F.Failure to abide by advance payment governance requirements may result in grantee losing their right to advance payments

G. Approp Allows for prior year expenditures.

II.Reimbursement Method

A.IDHS will disburse payments to Grantee based on actual allowable costs incurred as reported in the monthly financial invoice submitted for the respective month, as described below.

B.Grantees must submit monthly invoices in a format prescribed by Grantor. Invoices must include all allowable incurred costs for the first and each subsequent month of operations until the end of the grant term. Invoices must be submitted on or before the 20th day following the end of any respective monthly invoice period. As practicable, Grantor shall process payment within 30 calendar days after receipt of the invoice, unless the State awarding agency reasonably believes the request to be improper.

C.Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

III.Working Capital Advance Method

A.IDHS Grant Program Managers will advance working capital payments to the grantee to

cover their estimated disbursement needs for an initial period not to exceed two months of grant expenses. Startup costs may be approved if determined by IDHS Grant Program Managers to be allowable.

B.Grantees must submit monthly invoices for each of the one or two months covered by the Working Capital Advance in the format and method prescribed by the Grantor. The first invoice is due 20 calendar days after the first month of the grant term. Invoices must include only allowable incurred costs that have been paid by the grantee. For grant programs that have grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.

C.Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

D.Working Capital Advance Payments are limited to a single occurrence per grant term.

E.Following the initial working capital advance payment, grantees will be paid via reimbursement method Unless an IDHS Advance Payment Request Cash Budget Template is submitted for Advanced Payment Method.

------ END OF PROGRAM: SUPPORTIVE HOUSING -------

PART TWO –GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

ARTICLE XXIII
ADDITIONAL CERTIFICATIONS

23.1 Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications legally apply to Grantee:

(a) **Adult Protective Services Act.** Grantee certifies that it is in compliance with the Adult Protective Services Act to protect people with disabilities who are abused, neglected or financially exploited and who, because of their disability, cannot seek assistance on their own behalf. Anyone who believes a person with a disability living in a domestic setting is being abused, neglected or financially exploited must file a complaint with the Illinois Department on Aging. Grantee has an obligation to report suspected fraud or irregularities committed by individuals or other entities with whom it interacts on Grantor's behalf and should make a report to the appropriate program office (320 ILCS 20/1 *et seq.*).

(b) **Grant Award Requirements.** Grantee certifies that it is in compliance with 45 CFR Part 93 and 45 CFR Part 94.

(c) **Business Entity Registration.** Grantee certifies that it is not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160 and 30 ILCS 500/50-37). Further, Grantee acknowledges that all contracts between State agencies and a business entity that do not comply with this Paragraph shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

ARTICLE XXIV
ADDITIONAL TERMS

24.1 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties. Grantee acknowledges that this Agreement does not create any expectation of renewal.

24.2 Multiple Locations. In the event that Grantee has more than one location, Grantee shall include in **EXHIBIT C** either (1) the address, phone number and hours of operation of each location, or (2) the address, phone number and hours of operation of Grantee's primary location.

24.3 Changes in Key Grant Personnel. When it is specifically required as a condition of an Award, the replacement of the Program director or a key person or a substantial reduction in the level of their effort, e.g., their unanticipated absence for more than three (3) months, or a twenty-five percent (25%) reduction in the time devoted to the Award purposes, requires Prior Approval from Grantor. When it is specifically required as a condition of an Award, Prior Approval will be required for the replacement or the substantial reduction in the level of effort of other personnel whose work is deemed by Grantor to be critical to the Award's successful completion. All requests for approval of changes in key Grant personnel shall be signed by Grantee's authorized representative and submitted to the appropriate Grantor program personnel. Evidence of the qualifications for replacement personnel (such as a résumé) shall be included. 2 CFR 200.308.

24.4 Grant Funds Recovery. The provisions of 89 Ill. Admin. Code 511 shall apply to any funds awarded that are subject to the Illinois Grant Funds Recovery Act.

24.5 Employee and Subcontractor Background Checks. Grantee certifies that neither Grantee, nor any employee or subcontractor who works on Grantor's premises, has a felony conviction. Any request for an exception to this rule must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction. Grantee will also supply Grantor with a list of individuals assigned to work on DHS' premises at least ten (10) working days prior to the start of their employment, unless circumstances prevent Grantee from giving a list within that time. If Grantee cannot provide a list, or the name of an individual, at least ten (10) working days prior to his/her employment, it shall do so as soon as possible. Grantor may conduct, at its expense, criminal background checks on Grantee's employees and subcontractors assigned to work on Grantor's premises. To the extent permitted by Illinois law, Grantee agrees to indemnify and hold harmless Grantor and its employees for any liability accruing from said background checks.

24.6 Gifts. In addition to the Gift ban described in Paragraph 22.1, Grantee will provide Grantor with advance notice of Grantee's provision of gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist Grantee in carrying out its responsibilities under this Agreement.

24.7 Current Contact Information and Notices. Grantee shall update its contact information, including email address, phone number and job title, in the Community Services Agreement (CSA) Tracking System under the My Info tab, when any such information changes. In addition, Grantee shall contact the DHS Office of Contract Administration when its mailing address changes to update that information. Grantee acknowledges and agrees that any notices from Grantor may be made to its mailing address, electronic mail (email) address, or facsimile (fax) telephone number, at Grantor's choosing. Such notice shall be effective upon dispatch.

24.8 Supplies Disposition. Grantee must obtain disposition instructions from Grantor when supplies, purchased in whole or in part with Grant Funds, are no longer needed for their intended purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any supplies to Grantor or a third party for any reason, including, without limitation, an Award is terminated or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the supplies according to applicable best practices, manufacturer's guidelines, federal and State laws or rules, including without limitation those contained at 2 CFR 200.310 to 2 CFR 200.326, and Department requirements stated herein. All obligations regarding use and ownership of supplies, purchased in whole or in part with Grant Funds, shall survive the termination of this Agreement.

24.9 Reporting Requirements. The reporting timeframes described in Paragraphs 10.1, 10.2, 11.1 and 11.2 are specified in **EXHIBIT B**. In addition, Grantee acknowledges it must cooperate with all Grantor-initiated post Close-out audits or reviews, including, but not limited to, submission of any Grantor-required forms.

24.10 Payment Information. Payment information described in PART ONE is specified in EXHIBIT F.

ARTICLE XXV
MONITORING AND INFORMATION

25.1 Monitoring of Conduct. In addition to ARTICLE IX of **PART ONE**, Grantor shall monitor Grantee's conduct under this Agreement which may include, but shall not be limited to, reviewing records of performance in accordance with administrative rules, license status review, fiscal and audit review, Agreement compliance and

compliance with the affirmative action requirements of this Agreement. Grantor shall have the authority to conduct announced and unannounced monitoring visits and Grantee shall cooperate with Grantor in connection with all such monitoring visits. Failure of Grantee to cooperate with Grantor in connection with announced and unannounced monitoring visits is grounds for Grantor's termination of this Agreement.

25.2 Requests for Information. Grantor may request, and Grantee shall supply, upon request, necessary information and documentation regarding transactions constituting contractual (whether a written contract exists or not) or other relationships, paid for with funds received hereunder. Documentation may include, but is not limited to, information regarding Grantee's contractual agreements, identity of employees, shareholders and directors of Grantee and any party providing services which will or may be paid for with funds received hereunder, including, but not limited to, management and consulting services rendered to Grantee.

25.3 Rights of Review. This 0 does not give Grantor the right to review a license that is not directly related to the Award being audited nor does it allow Grantor to unilaterally revoke a license without complying with all due process rights to which Grantee is entitled under Federal, State or local law or applicable rules promulgated by Grantor.

ARTICLE XXVI
WORK PRODUCT

26.1 Assignment of Work Product. "Work Product" means all the tangible materials, regardless of format, delivered by Provider to DHS under this Agreement. Grantee assigns to Grantor all right, title and interest in and to Work Product. However, nothing in this Agreement shall be interpreted to grant Grantor any right, title or interest in Grantee's intellectual property that has been or will later be developed outside this Award.

26.2 License to Grantor. To the extent Grantee-owned works are incorporated into Work Product, Grantee grants to Grantor a perpetual, non-exclusive, paid-up, world-wide license in the use, reproduction, publication and distribution of such Grantee-owned works when included within the Work Product. Grantee shall not copyright Work Product without Grantor's prior written consent.

26.3 License to Grantee; Objections. Grantor grants to Grantee a perpetual, non-exclusive, paid-up license to publish academic and scholarly articles based upon the services rendered under this Agreement. All materials to be published shall first be submitted to Grantor at least forty-five (45) days prior to publication or other disclosure. Upon written objection from Grantor, Grantee shall excise any confidential information, as that term is defined in applicable State and Federal statutes, federal regulations and Grantor administrative rules, from materials before publication. Grantor may also object to the publication on grounds other than confidentiality. As to the latter objections, Grantee and Grantee will attempt to resolve Grantor's concerns within the forty-five (45) day review period, or as otherwise agreed between the Parties. Grantor waives any objections not made to Grantee in writing before expiration of the review period.

26.4 Unresolved Objections; Disclaimer. If Grantor's objections on grounds other than confidentiality are not resolved within the review period or other such time as agreed by the Parties, then Grantee may publish the materials but shall include therein the following disclaimer: "Although the research or services underlying this article were funded in whole or in part by the [Grantor], the [Grantor] does not endorse or adopt the opinions or conclusions presented in the article." Notwithstanding the above, Grantor shall not have the right to control or censor the contents of Grantee publications.

ARTICLE XXVII

POST-TERMINATION/NON-RENEWAL

27.1 Duties. Upon notice by Grantor to Grantee of the termination of this Agreement or notice that Grantor will not renew, extend or exercise any options to extend the term of this Agreement, or that Grantor will not be contracting with Grantee beyond the term of this Agreement, Grantee shall, upon demand:

(a) Cooperate with Grantor in assuring the transition of recipients of services hereunder for whom Grantee will no longer be providing the same or similar services or who choose to receive services through another Grantee.

(b) To the extent permitted by law, provide copies of all records related to recipient services funded by Grantor under this Agreement.

(c) Grant reasonable access to Grantor to any and all Program sites serving recipients hereunder to facilitate interviews of recipients to assure a choice process by which recipients may indicate provider preference.

(d) Provide detailed accounting of all service recipients' funds held in trust by Grantee, as well as the identity of any recipients for whom Grantee is acting as a representative payee of last resort.

27.2 Survival. The promises and covenants of this Article shall survive the Term of this Agreement for the purposes of the necessary transition of recipients of services hereunder.

ARTICLE XXVIII
LINGUISTIC AND CULTURAL COMPETENCY GUIDELINES AND ASSURANCE

28.1 Applicability. This Article does not apply to governmental bodies or institutions of higher education.

28.2 Plan Creation. For Grantees that do not have a Linguistic and Cultural Competency (LCC) Plan, the Grantee shall create its LCC Plan within one year following execution of this Agreement. The LCC Plan, including creation guidelines, is described on the Internet at http://www.dhs.state.il.us/page.aspx?item=66602.

28.3 Plan Implementation. For Grantees that have an LCC Plan, the Grantee certifies that it is updated annually to identify all goals met and to describe any efforts made toward meeting additional goals still in progress.

28.4 Plan Submission. Upon request, Grantee shall submit to the Grantor its LCC Plan, including any updates.

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PART THREE –PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

ARTICLE XXIX
ADDITIONAL REQUIREMENTS

29.1 Program Manual. The related Program Manual, if applicable, can be found via the following DHS website: http://www.dhs.state.il.us/page.aspx?item=29741 and is hereby incorporated into this Agreement.

29.2 Program Attachment. The related Program Attachment, if applicable, is **H** . It can be found via the following DHS website: http://www.dhs.state.il.us/page.aspx?item=29741 and is hereby incorporated into this Agreement.

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State Agency Illinois Department of Human Services **FY.** 2027
Grantee DUPAGE COUNTY DEPARTMENT OF **Notice of Funding Opportunity (NOFO) Number.** N/A
Data Universal Number System (DUNS) Number 135836026 **FEIN**
Catalog of State Financial Assistance (CSFA) Number 444-80-0658 **CSFA Short Description.** SUPPORTIVE HOUSING
Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A **CFDA Short Description.** see linked Agreement Exhibit-A

Section A: State of Illinois Funds

REVENUES	**Total**
State of Illinois Requested:	$102,786.00
Budget Expenditure Categories	
1. Personnel (200.430)	$70,633.00
2. Fringe Benefits (200.431)	$20,871.00
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	N/A
7. Consultant (200.459)	N/A
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	N/A
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	$11,282.00
16. Total Direct Costs (add lines 1-15) (200.413)	$102,786.00
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs State Grant Funds Lines 16 and 17 **MUST EQUAL REVENUE TOTALS ABOVE**	$102,786.00

State Agency Illinois Department of Human Services **FY.** 2027
Grantee DUPAGE COUNTY DEPARTMENT OF **Notice of Funding Opportunity (NOFO) Number.** N/A
Data Universal Number System (DUNS) Number 135836026 **FEIN**
Catalog of State Financial Assistance (CSFA) Number 444-80-0658 **CSFA Short Description.** SUPPORTIVE HOUSING
Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A **CFDA Short Description.** see linked Agreement Exhibit-A

Section B: Non-State of Illinois Funds

REVENUES	Total
Grantee Match Requirement %: N/A	
b) Cash	N/A
c) Non-Cash	N/A
d) other Funding and Contributions	N/A
Total Non-State Funds (lined b through d)	N/A
Budget Expenditure Categories	
1. Personnel (200.430)	N/A
2. Fringe Benefits (200.431)	N/A
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	N/A
7. Consultant (200.459)	N/A
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	N/A
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	N/A
16. Total Direct Costs (add lines 1-15) (200.413)	N/A
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs Non-State Grant Funds Lines 16 and 17 **MUST EQUAL REVENUE TOTALS ABOVE**	N/A

State Agency Illinois Department of Human Services **FY.** 2027

Grantee DUPAGE COUNTY DEPARTMENT OF **Notice of Funding Opportunity (NOFO) Number.** N/A

Data Universal Number System (DUNS) Number 135836026 **FEIN**

Catalog of State Financial Assistance (CSFA) Number 444-80-0658 **CSFA Short Description.** SUPPORTIVE HOUSING

Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A **CFDA Short Description.** see linked Agreement Exhibit-A

Budget Narrative Summary

When you have completed the budget Category pages, the totals for each category should appear in the corresponding rows below. Additionally, the amount of State requested funds and non-State funds that will support the project are also listed. Verify the amounts and the Total Project Costs.

Budget Category	State	Non-State	Total
1. Personnel	$70,633.00	N/A	$70,633.00
2. Fringe Benefits	$20,871.00	N/A	$20,871.00
3. Travel	N/A	N/A	N/A
4. Equipment	N/A	N/A	N/A
5. Supplies	N/A	N/A	N/A
6. Contractual Services	N/A	N/A	N/A
7. Consultant (Professional Services)	N/A	N/A	N/A
8. Construction	N/A	N/A	N/A
9. Occupancy (Rent and Utilities)	N/A	N/A	N/A
10. Research and Development (R & D)	N/A	N/A	N/A
11. Telecommunications	N/A	N/A	N/A
12. Training and Education	N/A	N/A	N/A
13. Direct Administrative Costs	N/A	N/A	N/A
14. Other or Miscellaneous Costs	N/A	N/A	N/A
15. GRANT EXCLUSIVE LINE ITEM(S)	$11,282.00	N/A	$11,282.00
16. Total Direct Costs (add lines 1-15) (200.413)	$102,786.00	N/A	$102,786.00
17. Indirect Cost	N/A	N/A	N/A
State Request	$102,786.00		
Non-State Amount		N/A	
TOTAL PROJECT COSTS			$102,786.00

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: FI-R-0106-26 **Agenda Date:** 7/7/2026 **Agenda #:** 9.D.

ACCEPTANCE AND APPROPRIATION OF THE
ILLINOIS DEPARTMENT OF HUMAN SERVICES
RAPID RE-HOUSING PROGRAM GRANT PY27
INTER-GOVERNMENTAL AGREEMENT NO. FCSFH07854
COMPANY 5000 - ACCOUNTING UNIT 1760
$120,124

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Human Services that grant funds in the amount of $120,124 (ONE HUNDRED TWENTY THOUSAND ONE HUNDRED TWENTY-FOUR AND NO/100 DOLLARS) are available to be used to assist homeless DuPage Households to secure permanent housing; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. FCSFH07854 with the Illinois Department of Human Services, copies of which are attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the terms of the agreements are from July 1, 2026 through June 30, 2027; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of these grants does not add any additional subsidy from the County; and

WHEREAS, the DuPage County Board finds that the need to appropriate said grant funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Inter-Governmental Agreement No. FCSFH07854 (ATTACHMENT II) between DuPage County and Illinois Department of Human Services are hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of $120,124 (ONE HUNDRED TWENTY THOUSAND ONE HUNDRED TWENTY-FOUR AND NO/100 DOLLARS) be made to establish the Illinois Department of Human Services Rapid Re-Housing Program Grant PY27, Company 5000 - Accounting Unit 1760, for the period July 1, 2026 through June 30, 2027; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Director of Community Services is approved as the County's Authorized Representative; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for these grants, the Human Services Committee shall review the need for continuing the specified program and related head count; and

BE IT FURTHER RESOLVED that should the Human Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by resolution.

Enacted and approved this 14th day of July, 2026 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH THE
ILLINOIS DEPARTMENT OF HUMAN SERVICES
RAPID RE-HOUSING PROGRAM GRANT PY27
INTER-GOVERNMENTAL AGREEMENT NO. FCSFH07854
COMPANY 5000 – ACCOUNTING UNIT 1760
$120,124

REVENUE		
41400-0002 - State Operating Grant - IDHS	$ 120,124	
TOTAL ANTICIPATED REVENUE		$ 120,124
EXPENDITURES		
PERSONNEL		
50000-0000 - Regular Salaries	$ 24,763	
51010-0000 - Employer Share I.M.R.F.	2,388	
51030-0000 - Employer Share Social Security	1,895	
51040-0000 - Employee Med & Hosp Insurance	7,576	
TOTAL PERSONNEL		$ 36,622
CONTRACTUAL		
53815-0000 - Supportive Services	$ 2,000	
53824-0000 - Housing Assistance	81,502	
TOTAL CONTRACTUAL		$ 83,502
TOTAL ADDITIONAL APPROPRIATION		$ 120,124

ATTACHMENT II

GRANT AGREEMENT

BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF HUMAN SERVICES
AND

DUPAGE COUNTY DEPARTMENT OF

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and DUPAGE COUNTY DEPARTMENT OF (Grantee)(collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	**Definitions**
Article II	**Award Information**
Article III	**Grantee Certifications and Representations**
Article IV	**Payment Requirements**
Article V	**Scope of Award Activities/Purpose of Award**
Article VI	**Budget**
Article VII	**Allowable Costs**
Article VIII	**Lobbying**
Article IX	**Maintenance and Accessibility of Records; Monitoring**
Article X	**Financial Reporting Requirements**
Article XI	**Performance Reporting Requirements**
Article XII	**Audit Requirements**
Article XIII	**Termination; Suspension; Non-compliance**
Article XIV	**Subcontracts/Subawards**
Article XV	**Notice of Change**
Article XVI	**Structural Reorganization and Reconstitution of Board Membership**
Article XVII	**Conflict of Interest**
Article XVIII	**Equipment or Property**
Article XIX	**Promotional Materials; Prior Notification**
Article XX	**Insurance**
Article XXI	**Lawsuits and Indemnification**
Article XXII	**Miscellaneous**
Exhibit A	**Project Description**
Exhibit B	**Deliverables or Milestones**
Exhibit C	**Contact Information**
Exhibit D	**Performance Measures and Standards**
Exhibit E	**Specific Conditions**
Exhibit F	**Payment**

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

DEPARTMENT OF HUMAN SERVICES

By: _____

Signature of Dulce Quintero, Secretary

Date: _____

Designee Name: _____

Designee Title: Contract Obligations Analyst

By: _____

Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantor Approver

By: _____

Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Third Grantor Approver

DUPAGE COUNTY DEPARTMENT OF

By: _____

Signature of Authorized Representative

Date: _____

Printed Name: _____

Printed Title: _____

E-mail: mary.keating@dupagecounty.gov

FEIN:

By: _____

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantee Approver

(optional at Grantee's discretion)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

PART ONE – THE UNIFORM TERMS

ARTICLE I
DEFINITIONS

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grantee Compliance Enforcement System" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with the term “net revenue.”

“Program” means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“State-issued Award” means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

“Illinois Stop Payment List” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unallowable Cost” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unique Entity Identifier” or “UEI” has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE II
AWARD INFORMATION

2.1 Term. This Agreement shall be effective on Jul 1, 2026 and expires on Jun 30, 2027 (the TERM), unless terminated pursuant to this Agreement.

2.2 Amount of Agreement. Grant Funds (check one) ☐ must not exceed or ☒ are estimated to be **$120,124.00**, of which **$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3 Payment. Payment will be made as follows (*see* additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

Refer to "Exhibit F - Payment" for your organization's payment terms for this award

2.4 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is See ExhibitA, the Federal awarding agency is See ExhibitA, and the Federal Award date is See ExhibitA. If applicable, the Assistance Listing Program Title is See ExhibitA and Assistance Listing Number is _____. The Catalog of State Financial Assistance (CSFA) Number is See ExhibitA and CSFA Name is See ExhibitA. If applicable, the State Award Identification Number (SAIN) is Not Applicable.

ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and W7KRN7E54898 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: ___ is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation (includes Not For Profit)
- ☐ Medical Corporation
- ☒ Governmental Unit
- ☐ Estate or Trust
- ☐ Pharmacy-Non Corporate
- ☐ Pharmacy/Funeral Home/Cemetery Corp.
- ☐ Tax Exempt
- ☐ Limited Liability Company (select applicable tax classification)
  - ☐ P = partnership
  - ☐ C = corporation

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. Representations and Use of Funds. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a

drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to $30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel**. For Awards made for public works projects, as defined in

the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act**. Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV
PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A**, **PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in

good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

> By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI
BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII
ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs , which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(g)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control**. Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management**. Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. Profits. It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.*, 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII
LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the

making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

ARTICLE IX
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including applicable programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X
FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU) or on **Exhibit E** pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI
PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU), or on **Exhibit E** pursuant to specific conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE,** which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and project or program accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII
AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least $1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least $750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO,** **PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than $750,000 in State-issued Awards, but expends at least $500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least $1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII
TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in **Exhibit A**, **PART TWO** or **PART THREE**.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV
SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform

grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV
NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (*see* Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board

membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII
CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII
EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when

equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, to the greatest extent practicable and consistent with law, Grantee must, under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders under this Award.

ARTICLE XIX
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX
INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property (including equipment), or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI
LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and

achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities**. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities**. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII
MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are

governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq*.) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.12. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.13. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.15. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees,

costs and expenses associated with such proceedings.

22.16. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

FEDERAL PROGRAM NAME: STATE PROGRAM NAME: RAPID RE-HOUSING
PURPOSE OF GRANT
ACCOUNT_LINE(s) SUMMARY:

Acct.Line#: 1
CSFA Number: 444-80-3153
Appropriation FY: 2027
Appropriation Code: 0001.44480.4900.002600NE
WBS Element: 444HMIL027-HMILRPRH-SNMT
Sponed. Prog: HMIL
Appropriation Amount: $120,124.00
These funds are Used/Reported by the Provider as Federal Funds: No
Use by DHS as Maintenance of Effort (MOE): No
Use by DHS as Matching Funds: No
Assistance Listing Program Number: N/A
Assistance Listing Program Title: N/A
FAIN Number: N/A - FAIN Award Agency: N/A
FAIN Award Date: N/A

Rapid Re-housing (RRH) is permanent housing that provides short-term (up to three months) and medium-term (4-24 months) tenant-based rental assistance and supportive services to households experiencing homelessness.

------ END OF PROGRAM: RAPID RE-HOUSING -------

EXHIBIT B

DELIVERABLES

85% of unit capacity will be occupied with participant households, on an average annual basis, measured at the end of each reporting period.
80% of households will have a move-in date within 30 days of start date.
65% of households will assume a lease or maintain other permanent, stable housing upon exit.
35% of households will increase income from program entry at exit.

------ END OF PROGRAM: RAPID RE-HOUSING -------

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Angela Campo
Title: Program Manager
Address: 823 E Monroe St
Springfield, IL 62701-1915

E-mail Address: angela.campo@illinois.gov

GRANTEE CONTACT

Name: Mary Keating
Title: Director
Address: 421 N County Farm Rd
Wheaton, IL 60187-3978

E-mail Address: mary.keating@dupagecounty.gov

GRANTEE PAYMENT ADDRESS
(If different than the address above)
Address:

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Angela Campo
Title: Program Manager
Address: 823 E Monroe St
Springfield, IL 62701-1915

Phone: 217-361-4445
TTY #:

E-mail Address: angela.campo@illinois.gov

GRANTEE CONTACT

Name: MARY KEATING
Title: Attachment Contact
Address: 421 N County Farm Rd
Wheaton, IL 60187-3978

Phone: 630-407-6500
TTY #: 630-407-6502

E-mail Address: mary.keating@dupagecounty.gov

EXHIBIT D

PERFORMANCE MEASURES

Number of persons and households served
Number of persons and households who moved into housing (by household type)
Number of units occupied by participant households on the last day of each quarter
Number of persons with physical and mental health conditions at start
Number of persons by their living situation prior to program entry
Number of supportive services provided
Number of persons by cash income ranges and sources by start, periodic assessment, and exit status
Number of persons by length of participation for leavers and stayers
Number of persons by length of time between project start date and housing move-in date

------ END OF PROGRAM: RAPID RE-HOUSING -------

EXHIBIT D

PERFORMANCE STANDARDS

100% of households will be tracked in HMIS (or a comparable database for victim service providers).
100% of households must be currently homeless (HUD definition at 76 FR 75994).
100% of households are selected through the local Continuum of Care's (CoC's) established Coordinated Entry processes as is required by the Federal Department of Housing and Urban Development (HUD).

------ END OF PROGRAM: RAPID RE-HOUSING -------

EXHIBIT E

SPECIFIC CONDITIONS

N/A

------ END OF PROGRAM: RAPID RE-HOUSING -------

EXHIBIT F

PAYMENT

Grantees will receive payment by one of the three payment methodologies (Advance Payment, Reimbursement or Working Capital Advance). Grantees will automatically be paid via Reimbursement Method unless a request for Advance Payment Method or Working Capital Advance Method is made using the IDHS Advance Payment Request Cash Budget Template (Cash Budget).

I. Advance Payment Method (Advance and Reconcile)

A.An initial payment will be processed in an amount equal to the first two months' cash requirements as reflected in the Advance Payment Requirements Forecast (Cash Budget) Form submitted with the Grantee's application. The initial payment will be processed upon execution of the grantee's Uniform Grant Agreement.
B.Grantees must submit monthly invoices in the format and method prescribed in the Grantee's executed Uniform Grant Agreement. Invoices must be submitted no later than 15 days following the end of any respective monthly invoice period, or as indicated in their UGA Exhibit F - Payments. Invoices must include only allowable incurred costs that have been paid by the Grantee. For programs that have Grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.
C.Subsequent monthly payments will be based on each monthly invoice submitted to the grant program, and will be adjusted up or down, based on a comparison of actual cumulative expenditures to cumulative advance payments, to date.
D.Grantees that do not expend all advance payment amounts by the end of the grant term or that are unable to demonstrate that all incurred costs were necessary, reasonable, allowable, or allocable as approved in their respective grant budget, must return the funds or be subject to grant funds recovery.
E.Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.
F.Failure to abide by advance payment governance requirements may result in grantee losing their right to advance payments.

II. Reimbursement Method

A.IDHS will disburse payments to Grantee based on actual allowable costs incurred as reported in the monthly financial invoice submitted for the respective month, as described below.
B.Grantees must submit monthly invoices in a format prescribed by Grantor. Invoices must include all allowable incurred costs for the first and each subsequent month of operations until the end of the Award term. Invoices must be submitted no later than 15 days following the end of any respective monthly invoice period, or as indicated in their UGA Exhibit F - Payments. As practicable, Grantor shall process payment within 30 calendar days after receipt of the invoice, unless the State awarding agency reasonably believes the request to be improper.

EXHIBIT F

PAYMENT

C.Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

III. Working Capital Advance Method

A.IDHS Grant Program Managers will advance working capital payments to the grantee to cover their estimated disbursement needs for an initial period not to exceed two months of grant expenses. Startup costs may be approved if determined by IDHS Grant Program Managers to be allowable.
B.Grantees must submit monthly invoices for each of the one or two months covered by the Working Capital Advance in the format and method prescribed by the Grantor. Invoices must be submitted no later than 15 days following the end of any respective monthly invoice period, or as indicated in their UGA Exhibit F - Payments. Invoices must include only allowable incurred costs that have been paid by the grantee. For grant programs that have grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.
C.Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.
D.Working Capital Advance Payments are limited to a single occurrence per grant term.
E.Following the initial working capital advance payment, grantees will be paid via reimbursement method unless an IDHS Advance Payment Request Cash Budget Template is submitted for Advanced Payment Method.

------ END OF PROGRAM: RAPID RE-HOUSING -------

PART TWO –GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

ARTICLE XXIII
ADDITIONAL CERTIFICATIONS

23.1 Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications legally apply to Grantee:

(a) **Adult Protective Services Act.** Grantee certifies that it is in compliance with the Adult Protective Services Act to protect people with disabilities who are abused, neglected or financially exploited and who, because of their disability, cannot seek assistance on their own behalf. Anyone who believes a person with a disability living in a domestic setting is being abused, neglected or financially exploited must file a complaint with the Illinois Department on Aging. Grantee has an obligation to report suspected fraud or irregularities committed by individuals or other entities with whom it interacts on Grantor's behalf and should make a report to the appropriate program office (320 ILCS 20/1 *et seq.*).

(b) **Grant Award Requirements.** Grantee certifies that it is in compliance with 45 CFR Part 93 and 45 CFR Part 94.

(c) **Business Entity Registration.** Grantee certifies that it is not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160 and 30 ILCS 500/50-37). Further, Grantee acknowledges that all contracts between State agencies and a business entity that do not comply with this Paragraph shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

ARTICLE XXIV
ADDITIONAL TERMS

24.1 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties. Grantee acknowledges that this Agreement does not create any expectation of renewal.

24.2 Multiple Locations. In the event that Grantee has more than one location, Grantee shall include in **EXHIBIT C** either (1) the address, phone number and hours of operation of each location, or (2) the address, phone number and hours of operation of Grantee's primary location.

24.3 Changes in Key Grant Personnel. When it is specifically required as a condition of an Award, the replacement of the Program director or a key person or a substantial reduction in the level of their effort, e.g., their unanticipated absence for more than three (3) months, or a twenty-five percent (25%) reduction in the time devoted to the Award purposes, requires Prior Approval from Grantor. When it is specifically required as a condition of an Award, Prior Approval will be required for the replacement or the substantial reduction in the level of effort of other personnel whose work is deemed by Grantor to be critical to the Award's successful completion. All requests for approval of changes in key Grant personnel shall be signed by Grantee's authorized representative and submitted to the appropriate Grantor program personnel. Evidence of the qualifications for replacement personnel (such as a résumé) shall be included. 2 CFR 200.308.

24.4 Grant Funds Recovery. The provisions of 89 Ill. Admin. Code 511 shall apply to any funds awarded that are subject to the Illinois Grant Funds Recovery Act.

24.5 Employee and Subcontractor Background Checks. Grantee certifies that neither Grantee, nor any employee or subcontractor who works on Grantor's premises, has a felony conviction. Any request for an exception to this rule must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction. Grantee will also supply Grantor with a list of individuals assigned to work on DHS' premises at least ten (10) working days prior to the start of their employment, unless circumstances prevent Grantee from giving a list within that time. If Grantee cannot provide a list, or the name of an individual, at least ten (10) working days prior to his/her employment, it shall do so as soon as possible. Grantor may conduct, at its expense, criminal background checks on Grantee's employees and subcontractors assigned to work on Grantor's premises. To the extent permitted by Illinois law, Grantee agrees to indemnify and hold harmless Grantor and its employees for any liability accruing from said background checks.

24.6 Gifts. In addition to the Gift ban described in Paragraph 22.1, Grantee will provide Grantor with advance notice of Grantee's provision of gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist Grantee in carrying out its responsibilities under this Agreement.

24.7 Current Contact Information and Notices. Grantee shall update its contact information, including email address, phone number and job title, in the Community Services Agreement (CSA) Tracking System under the My Info tab, when any such information changes. In addition, Grantee shall contact the DHS Office of Contract Administration when its mailing address changes to update that information. Grantee acknowledges and agrees that any notices from Grantor may be made to its mailing address, electronic mail (email) address, or facsimile (fax) telephone number, at Grantor's choosing. Such notice shall be effective upon dispatch.

24.8 Supplies Disposition. Grantee must obtain disposition instructions from Grantor when supplies, purchased in whole or in part with Grant Funds, are no longer needed for their intended purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any supplies to Grantor or a third party for any reason, including, without limitation, an Award is terminated or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the supplies according to applicable best practices, manufacturer's guidelines, federal and State laws or rules, including without limitation those contained at 2 CFR 200.310 to 2 CFR 200.326, and Department requirements stated herein. All obligations regarding use and ownership of supplies, purchased in whole or in part with Grant Funds, shall survive the termination of this Agreement.

24.9 Reporting Requirements. The reporting timeframes described in Paragraphs 10.1, 10.2, 11.1 and 11.2 are specified in **EXHIBIT B**. In addition, Grantee acknowledges it must cooperate with all Grantor-initiated post Close-out audits or reviews, including, but not limited to, submission of any Grantor-required forms.

24.10 Payment Information. Payment information described in PART ONE is specified in EXHIBIT F.

ARTICLE XXV
MONITORING AND INFORMATION

25.1 Monitoring of Conduct. In addition to ARTICLE IX of **PART ONE**, Grantor shall monitor Grantee's conduct under this Agreement which may include, but shall not be limited to, reviewing records of performance in accordance with administrative rules, license status review, fiscal and audit review, Agreement compliance and

compliance with the affirmative action requirements of this Agreement. Grantor shall have the authority to conduct announced and unannounced monitoring visits and Grantee shall cooperate with Grantor in connection with all such monitoring visits. Failure of Grantee to cooperate with Grantor in connection with announced and unannounced monitoring visits is grounds for Grantor's termination of this Agreement.

25.2 Requests for Information. Grantor may request, and Grantee shall supply, upon request, necessary information and documentation regarding transactions constituting contractual (whether a written contract exists or not) or other relationships, paid for with funds received hereunder. Documentation may include, but is not limited to, information regarding Grantee's contractual agreements, identity of employees, shareholders and directors of Grantee and any party providing services which will or may be paid for with funds received hereunder, including, but not limited to, management and consulting services rendered to Grantee.

25.3 Rights of Review. This 0 does not give Grantor the right to review a license that is not directly related to the Award being audited nor does it allow Grantor to unilaterally revoke a license without complying with all due process rights to which Grantee is entitled under Federal, State or local law or applicable rules promulgated by Grantor.

ARTICLE XXVI
WORK PRODUCT

26.1 Assignment of Work Product. "Work Product" means all the tangible materials, regardless of format, delivered by Provider to DHS under this Agreement. Grantee assigns to Grantor all right, title and interest in and to Work Product. However, nothing in this Agreement shall be interpreted to grant Grantor any right, title or interest in Grantee's intellectual property that has been or will later be developed outside this Award.

26.2 License to Grantor. To the extent Grantee-owned works are incorporated into Work Product, Grantee grants to Grantor a perpetual, non-exclusive, paid-up, world-wide license in the use, reproduction, publication and distribution of such Grantee-owned works when included within the Work Product. Grantee shall not copyright Work Product without Grantor's prior written consent.

26.3 License to Grantee; Objections. Grantor grants to Grantee a perpetual, non-exclusive, paid-up license to publish academic and scholarly articles based upon the services rendered under this Agreement. All materials to be published shall first be submitted to Grantor at least forty-five (45) days prior to publication or other disclosure. Upon written objection from Grantor, Grantee shall excise any confidential information, as that term is defined in applicable State and Federal statutes, federal regulations and Grantor administrative rules, from materials before publication. Grantor may also object to the publication on grounds other than confidentiality. As to the latter objections, Grantee and Grantee will attempt to resolve Grantor's concerns within the forty-five (45) day review period, or as otherwise agreed between the Parties. Grantor waives any objections not made to Grantee in writing before expiration of the review period.

26.4 Unresolved Objections; Disclaimer. If Grantor's objections on grounds other than confidentiality are not resolved within the review period or other such time as agreed by the Parties, then Grantee may publish the materials but shall include therein the following disclaimer: "Although the research or services underlying this article were funded in whole or in part by the [Grantor], the [Grantor] does not endorse or adopt the opinions or conclusions presented in the article." Notwithstanding the above, Grantor shall not have the right to control or censor the contents of Grantee publications.

ARTICLE XXVII

POST-TERMINATION/NON-RENEWAL

27.1 Duties. Upon notice by Grantor to Grantee of the termination of this Agreement or notice that Grantor will not renew, extend or exercise any options to extend the term of this Agreement, or that Grantor will not be contracting with Grantee beyond the term of this Agreement, Grantee shall, upon demand:

(a) Cooperate with Grantor in assuring the transition of recipients of services hereunder for whom Grantee will no longer be providing the same or similar services or who choose to receive services through another Grantee.

(b) To the extent permitted by law, provide copies of all records related to recipient services funded by Grantor under this Agreement.

(c) Grant reasonable access to Grantor to any and all Program sites serving recipients hereunder to facilitate interviews of recipients to assure a choice process by which recipients may indicate provider preference.

(d) Provide detailed accounting of all service recipients' funds held in trust by Grantee, as well as the identity of any recipients for whom Grantee is acting as a representative payee of last resort.

27.2 Survival. The promises and covenants of this Article shall survive the Term of this Agreement for the purposes of the necessary transition of recipients of services hereunder.

ARTICLE XXVIII
LINGUISTIC AND CULTURAL COMPETENCY GUIDELINES AND ASSURANCE

28.1 Applicability. This Article does not apply to governmental bodies or institutions of higher education.

28.2 Plan Creation. For Grantees that do not have a Linguistic and Cultural Competency (LCC) Plan, the Grantee shall create its LCC Plan within one year following execution of this Agreement. The LCC Plan, including creation guidelines, is described on the Internet at http://www.dhs.state.il.us/page.aspx?item=66602.

28.3 Plan Implementation. For Grantees that have an LCC Plan, the Grantee certifies that it is updated annually to identify all goals met and to describe any efforts made toward meeting additional goals still in progress.

28.4 Plan Submission. Upon request, Grantee shall submit to the Grantor its LCC Plan, including any updates.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

PART THREE –PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

ARTICLE XXIX
ADDITIONAL REQUIREMENTS

29.1 Program Manual. The related Program Manual, if applicable, can be found via the following DHS website: http://www.dhs.state.il.us/page.aspx?item=29741 and is hereby incorporated into this Agreement.

29.2 Program Attachment. The related Program Attachment, if applicable, is **H** . It can be found via the following DHS website: http://www.dhs.state.il.us/page.aspx?item=29741 and is hereby incorporated into this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

State Agency Illinois Department of Human Services **FY.** 2027
Grantee DUPAGE COUNTY DEPARTMENT OF **Notice of Funding Opportunity (NOFO) Number.** N/A
Data Universal Number System (DUNS) Number 135836026 **FEIN**
Catalog of State Financial Assistance (CSFA) Number 444-80-3153 **CSFA Short Description.** RAPID RE-HOUSING
Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A **CFDA Short Description.** see linked Agreement Exhibit-A

Section A: State of Illinois Funds

REVENUES	**Total**
State of Illinois Requested:	$120,124.00
Budget Expenditure Categories	
1. Personnel (200.430)	$21,530.32
2. Fringe Benefits (200.431)	$10,407.02
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	N/A
7. Consultant (200.459)	N/A
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	$4,685.09
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	$83,502.00
16. Total Direct Costs (add lines 1-15) (200.413)	$120,124.43
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs State Grant Funds Lines 16 and 17 **MUST EQUAL REVENUE TOTALS ABOVE**	$120,124.00
Note: Total may be adjusted for rounding.	

State Agency Illinois Department of Human Services **FY.** 2027
Grantee DUPAGE COUNTY DEPARTMENT OF **Notice of Funding Opportunity (NOFO) Number.** N/A
Data Universal Number System (DUNS) Number 135836026 **FEIN**
Catalog of State Financial Assistance (CSFA) Number 444-80-3153 **CSFA Short Description.** RAPID RE-HOUSING
Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A **CFDA Short Description.** see linked Agreement Exhibit-A

Section B: Non-State of Illinois Funds

REVENUES	**Total**
Grantee Match Requirement %: N/A	
b) Cash	N/A
c) Non-Cash	N/A
d) other Funding and Contributions	N/A
Total Non-State Funds (lined b through d)	N/A
Budget Expenditure Categories	
1. Personnel (200.430)	N/A
2. Fringe Benefits (200.431)	N/A
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	N/A
7. Consultant (200.459)	N/A
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	N/A
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	N/A
16. Total Direct Costs (add lines 1-15) (200.413)	N/A
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs Non-State Grant Funds Lines 16 and 17 **MUST EQUAL REVENUE TOTALS ABOVE**	N/A
Note: Total may be adjusted for rounding.	

Contract Published Date Time: 2026.06.18.06.46.48 35

State Agency Illinois Department of Human Services **FY.** 2027

Grantee DUPAGE COUNTY DEPARTMENT OF **Notice of Funding Opportunity (NOFO) Number.** N/A

Data Universal Number System (DUNS) Number 135836026 **FEIN**

Catalog of State Financial Assistance (CSFA) Number 444-80-3153 **CSFA Short Description.** RAPID RE-HOUSING

Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A **CFDA Short Description.** see linked Agreement Exhibit-A

Budget Narrative Summary

When you have completed the budget Category pages, the totals for each category should appear in the corresponding rows below. Additionally, the amount of State requested funds and non-State funds that will support the project are also listed. Verify the amounts and the Total Project Costs.

Budget Category	State	Non-State	Total
1. Personnel	$21,530.32	N/A	$21,530.32
2. Fringe Benefits	$10,407.02	N/A	$10,407.02
3. Travel	N/A	N/A	N/A
4. Equipment	N/A	N/A	N/A
5. Supplies	N/A	N/A	N/A
6. Contractual Services	N/A	N/A	N/A
7. Consultant (Professional Services)	N/A	N/A	N/A
8. Construction	N/A	N/A	N/A
9. Occupancy (Rent and Utilities)	N/A	N/A	N/A
10. Research and Development (R & D)	N/A	N/A	N/A
11. Telecommunications	N/A	N/A	N/A
12. Training and Education	N/A	N/A	N/A
13. Direct Administrative Costs	$4,685.09	N/A	$4,685.09
14. Other or Miscellaneous Costs	N/A	N/A	N/A
15. GRANT EXCLUSIVE LINE ITEM(S)	$83,502.00	N/A	$83,502.00
16. Total Direct Costs (add lines 1-15) (200.413)	$120,124.43	N/A	$120,124.43
17. Indirect Cost	N/A	N/A	N/A
State Request	$120,124.00		
Non-State Amount		N/A	
TOTAL PROJECT COSTS			$120,124.00

Note: Total may be adjusted for rounding.

Contract Published Date Time: 2026.06.18.06.46.48 35

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: HS-CO-0006-26 **Agenda Date:** 7/7/2026 **Agenda #:** 15.A.

AMENDMENT TO PURCHASE ORDER 6593-0001 SERV ISSUED TO
LAVI INDUSTRIES, INC.
TO PROVIDE A QUEUING AND APPOINMENT SCHEDULING SYSTEM
FOR THE DEPARTMENT OF COMMUNITY SERVICES
(INCREASE ENCUMBRANCE $4,015)

WHEREAS, the DuPage County Board has heretofore awarded a purchase order on September 5, 2023, to Lavi Industries, Inc., to provide a streamlined queuing and appointment scheduling system for the Department of Community Services, for the period of September 5, 2023 through September 5, 2026, per GSA Contract #47Q5MA22D08P4; and

WHEREAS, the Human Services Committee recommends changes as stated in the Change Order Notice to increase Contract 6593-0001 SERV encumbrance in the amount of $4,015, to the original contract amount of $28,423.18 issued to Lavi Industries, Inc.

NOW, THEREFORE BE IT RESOLVED that the DuPage County Board adopts Change Order Notice, dated June 9, 2026, to contract 6593-0001 SERV, issued to Lavi Industries, Inc., to provide a streamlined queuing and appointment scheduling system, for the Department of Community Services, to increase the encumbrance in the amount of $4,015, taking the original contract amount of $28,423.18 and resulting in an amended contract total amount not to exceed $32,758.13.

Enacted and approved this 14th day of July, 2026 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

HS 7/7
FI+CB 7/14

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

Date: Jun 9, 2026

File ID #:

Purchase Order #: 6593	**Original Purchase Order Date:** 9/5/2023	**Change Order #:** 10	**Department:** Community Services
Vendor Name: LAVI INDUSTRIES INC.		**Vendor #:** 42601	**Dept. Contact:** Gina Strafford-Ahmed
Action Requested and Reason for Change Order Request:	To increase funding to the PO amount for scheduling system. Increase PO line 19 Description 1: SMS OUT MESSAGES 2: 5000 1495 53807 26-254028 by $4,015.00. Increase in contract total.		

IN ACCORDANCE WITH 720 ILCS 5/33E-9

☒ (A) Were not reasonably foreseeable at the time the contract was signed.

☒ (B) The change is germane to the original contract as signed.

☐ (C) Is in the best interest for the County of DuPage and authorized by law.

	INCREASE/DECREASE	
A	Starting Contract Value	$28,423.13
B	Net $ Change for Previous Change Order	$320.00
C	Current Contract Amount (A + B)	$28,743.13
D	Amount of this Change Order ☒ Increase ☐ Decrease	$4,015.00
E	New Contract Amount (C + D)	$32,758.13
F	Cumulative Change Order Amount (B + D)	$4,335.00
G	Cumulative Percent of all Change Orders (B+D/A); *(60% maximum on construction contracts)*	15.25%

DECISION MEMO NOT REQUIRED - *Check Applicable Box(es)*

☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (≤59 Days) ☐ Update Budget Code

☐ Change Budget Code From: _____ to: _____

☐ Increase/Decrease Quantity From: _____ to: _____

☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines

☐ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - *Check Applicable Box(es) and Fill In All Answers Below*

☐ Contract Extension Greater Than 59 Days From _____ to: _____ ☐ Cancel Contract

☐ Cumulative Increase Greater Than $10,000 (Row 'F' Above) ☒ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Need to increase encumbrance due to unforeseen text messaging costs that were unable to be projected at the beginning of the agreement of $4,335.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

Cooperative Agreement GSA Contract #47QSMA22D08P4

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
1. Increase encumbrance by $4335 to cover text messaging through the end of our fiscal year and we are able to maintain our grant deliverables for appointment setting and monitoring.
2. Do no fund and have no access to appointment setting and reminders for appointments and not meet grant deliverables.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

Total cost for 3 years $32,758

APPROVALS - *Initials Only*

HS	6147	Jun 9, 2026	GSA	6444	Jun 17, 2026
Prepared By	Phone Ext.	Date	Recommended for Approval	Phone Ext.	Date
[signature]	6/18/2026				
Reviewed by Procurement Officer	Date		Completed by Buyer		Date

DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	Not applicable
COMPANY NAME:	Qtrac
CONTACT PERSON:	Anthony Grady
CONTACT EMAIL:	anthony.grady@qtrac.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

- ☐ Yes
- ☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

- ☐ Yes
- ☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

Ethics | DuPage Co, IL

The full text of the County's Procurement Ordinance is available at:

ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Anthony Grady Signature: _____

Title: VP of Customer Experience Date: 7/6/26

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: HS-R-0015-26 **Agenda Date:** 7/7/2026 **Agenda #:** 15.B.

APPROVAL OF A HOUSING AND COMMUNITY DEVELOPMENT
INTERGOVERNMENTAL JOINT AGREEMENT
BETWEEN THE COUNTY OF DUPAGE
AND THE VILLAGE OF DOWNERS GROVE

(FOR FEDERAL FISCAL YEARS ENDING IN 2027, 2028, 2029
WITH AUTOMATIC RENEWAL)

WHEREAS, the United States Congress has enacted the Housing and Community Development Act of 1974, as amended, (hereinafter referred to as "ACT") providing federal financial assistance for various public improvements which will aid in preventing or eliminating blight, and which will assist in the provision of housing and housing opportunities; and

WHEREAS, the ACT provides that local units of government may enter into a joint agreement in order to cooperatively address the purposes of the ACT; and

WHEREAS, the County and the Village of Downers Grove have determined that joint action is the most effective way to undertake and accomplish activities and purpose of said ACT; and

WHEREAS, the County and the Village of Downers Grove previously entered into a Joint Agreement on July 23, 1996 via Resolution number DC-0049-96, further revised to correct a scrivener's error on August 27, 1996 via Resolution number DC-0059-96, which agreement was automatically renewed thereafter for each succeeding Urban County Qualification period through federal fiscal years 2012, 2013 and 2014, which remained in effect until all funds, including program income or income generated from the expenditure of such funds, which may be received from the U.S. Department of Housing and Urban Development ("HUD") for such Urban County Qualification periods through 2014, have been expended, returned, or otherwise accounted for, to the satisfaction of HUD; and

WHEREAS, the County and Village of Downers Grove previously entered into a Joint Agreement on June 24, 2014 via Resolution DC-R-0127-14, which replaced the 1996 version, and which Agreement automatically renewed thereafter for each succeeding Urban County Qualification period, and it is the intention of the Parties that such 2014 Joint Agreement will remain in effect until all funds, including program income or income generated from the expenditure of such funds, which may be received from the U.S. Department of Housing and Urban Development ("HUD") for such urban county qualification periods have been expended, returned, or otherwise accounted for, to the satisfaction of HUD; and

WHEREAS, the County and Village of Downers Grove approved and entered into Amendment One to the Joint Agreement on June 13, 2023, via Resolution number HS-R-0054-23, for the purpose of incorporating additional provisions obligating the County and Village, which must be explicitly contained within said Agreement; and

WHEREAS, HUD issued Notice CPD-26-08 Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program, which is now a standing notice providing instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program, and will remain in effect until amended, superseded, or rescinded by a new Urban County Notice; and

WHEREAS, updated standards have been issued by HUD and it is most expedient for the COUNTY and VILLAGE to replace, rather than amend the existing JOINT AGREEMENT dated 06/24/2014, and adoption of this new JOINT AGREEMENT will meet the current standards acceptable to HUD for the three-year Urban County Qualification period, Federal Fiscal Years (FYs) 2027, 2028, and 2029; and

WHEREAS, the COUNTY and VILLAGE wish to enter into a Joint Agreement for the Urban County Qualification period covering FYs 2027, 2028, and 2029, with automatic renewal as allowed under Notice CPD-26-08, per HUD's new policy; and

NOW, THEREFORE, BE IT RESOLVED by the County Board that approval is given to enter into a Joint Agreement Between DuPage County and the Village of Downers Grove (for federal fiscal years ending in 2027, 2028, 2029 and automatic renewal as allowed per HUD policy) ("JOINT AGREEMENT"), a copy of which is attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board is authorized and directed to execute the JOINT AGREEMENT, together with such additional documents as may be required in anticipation of, and strictly subject to, the Mayor of Downers Grove executing the JOINT AGREEMENT; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board is authorized and directed to execute the JOINT AGREEMENT on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send a copy of this Resolution to Ms. Sarah L. Ciampi, Director, Community Planning and Development, Attn: Mr. David Pray, U.S. Department of Housing and Urban Development, Chicago Area Office, Region V, 77 West Jackson Boulevard, Room 2400, Chicago, IL 60604-3507; Honorable Robert T. Barnett, Mayor of Downers Grove, Civic Center, 850 Curtiss Street, Downers Grove, IL 60515; and a copy to the DuPage Community Development Commission.

Enacted and approved this 14th day of July, 2026 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

DUPAGE COUNTY

COMMUNITY SERVICES

630-407-6500
Fax: 630-407-6501
csprograms@dupagecounty.gov
www.dupagecounty.gov/community

Community Development
630-407-6600
Fax: 630-407-6601

Family Center
422 N. County Farm Rd.
Wheaton, IL 60187
630-407-2450
Fax: 630-407-2451

Housing Supports and Self-Sufficiency
630-407-6500
Fax: 630-407-6501

Intake and Referral
630-407-6500
Fax: 630-407-6501

Senior Services
630-407-6500
Fax: 630-407-6501

TO: Greg Schwarze, Chairman and Committee Members
Human Services Committee

FROM: Mary A. Keating, Director,
Department of Community Services

DATE: June 18, 2026

SUBJECT: Housing and Community Development Intergovernmental Joint Agreement between DuPage County and the Village of Downers Grove

---

Action Requested: Approval of the Housing and Community Development Intergovernmental Joint Agreement between DuPage County and the Village of Downers Grove incorporating provisions required within the Agreement, as reflected in the U.S. Department of Housing and Urban Development (HUD) Notice CPD-26-08, Instructions for Urban County Qualification for Participation in the CDBG Program, issued 05/15/2026.

Details: As part of DuPage County's requalification as a Community Development Block Grant (CDBG) Program Urban County for Federal fiscal years 2027, 2028, and 2029 the County has reviewed the existing Housing and Community Development Joint Agreement between DuPage County and the Village of Downers Grove enacted and approved 06/24/2014 under County Board Resolution #DC-R-0127-14, along with Amendment One enacted and approved on 06/13/2023 under County Board Resolution #HS-R-0054-23. Review was completed to ensure the existing Agreement meets required standards established by the HUD within Attachment 4. of Notice CPD-26-08, Instructions for Urban County Qualification for Participation in the CDBG Program, issued 05/15/2026.

Upon review, it was determined that entering into a new Joint Agreement would be more effective than modifying an existing agreement. Therefore, a new Housing and Community Development Intergovernmental Joint Agreement has been prepared, incorporating all requirements of joint agreements set forth in the above noted Urban County Qualification Notice applicable to the FY2027-2029 three-year urban county qualification period.

HOUSING AND COMMUNITY DEVELOPMENT
INTERGOVERNMENTAL JOINT AGREEMENT BETWEEN
DU PAGE COUNTY AND THE VILLAGE OF DOWNERS GROVE

(FOR FEDERAL FISCAL YEARS ENDING IN 2027, 2028, 2029
WITH AUTOMATIC RENEWAL)

THIS JOINT AGREEMENT is entered into effective as of the 14th day of July, 2026, between the COUNTY OF DU PAGE, a body politic and corporate of the State of Illinois ("COUNTY") and the Village of Downers Grove, an Illinois municipal corporation ("VILLAGE"), both of which may be referred to throughout as "Parties."

WHEREAS, the United States Congress enacted the Housing and Community Development Act of 1974, as amended, (hereinafter referred to as the "ACT") providing federal assistance for the support of community development activities which are directed toward the specific objectives identified in Section 101 of the ACT; and

WHEREAS, the ACT makes possible the allocation of funds to the COUNTY and VILLAGE for the purpose of undertaking only community development program activities within the municipality as authorized in Section 105 of the Act and further identified in Section 570.200-20 of Title 24 CFR, Chapter V, Part 570; and

WHEREAS, the National Affordable Housing Act ("NAHA") makes possible the allocation of HOME Investment Partnerships Act funds to the COUNTY for the purpose of undertaking only housing activities specified in Title II of NAHA; and

WHEREAS, the governmental entities who are Parties to this JOINT AGREEMENT:

1. Have determined that there exists in the incorporated and unincorporated areas of the COUNTY the need for various public improvements, which will aid in preventing or eliminating blight, and which will assist in the provision of housing and housing opportunities for persons of low and moderate income, including the elderly and handicapped, and also public improvements for which there is an urgent need; and

2. Have determined that the said improvements can be accomplished by participation in the program established by the Housing and Community Development Act of 1974 ("CDBG") (42 USC 5301, *et seq.*), as amended, and the HOME Investment Partnerships Act ("HOME") (42 USC 3535(d) and 12701-12839), as amended, the McKinney-Vento Homeless Assistance Act of 1987, Title IV, as amended, 42 U.S.C. 11371-78 and the 2009 Homeless Emergency Assistance and Rapid Transition to Housing: Emergency Solutions Grants Program and Consolidated Plan Conforming Amendments, ("ESG") 24 CFR Parts 91 and 576 [Docket No. FR 5474 I 01] RIN 2506 AC29. (the "ACTS") and in effectuation of the purposes thereof; and

3. Have determined that joint action by the COUNTY and VILLAGE is the most effective way to accomplish the purposes of the ACTS within the VILLAGE.

WHEREAS, units of local government had conferred upon them the following powers by Article VII, Section 10, of the 1970 Constitution of the State of Illinois:

"Units of local government and school districts may contract or otherwise associate among themselves, with the State, with other states and their units of local government and school districts, and with the United States to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance. Units of local government and school districts may contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities"; and

WHEREAS, Sections 3 and 5 of the Intergovernmental Cooperation Act (5 ILCS 220/3 and 220/5) provide as follows:

"Section 3. INTERGOVERNMENTAL COOPERATION. Any power or powers, privileges, functions or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any public agency of this State and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States do not prohibit joint exercise or enjoyment and except where specifically and expressly prohibited by law…."; and

"Section 5. INTERGOVERNMENTAL CONTRACTS. Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract and except where specifically and expressly prohibited by law. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties"; and

WHEREAS, the Village has been a Joint Recipient within the DuPage Urban County and as such, cooperates in providing for the use of grant entitlement funds under the Housing and Community Development Act of 1974, as amended; and

WHEREAS, updated standards have been issued by the U.S. Department of Housing and Urban Development ("HUD") and it is most expedient for the COUNTY and VILLAGE to replace, rather than amend the previous Community Development Intergovernmental Joint Agreement dated 06/24/2014, and adoption of this new JOINT AGREEMENT will meet the current standards acceptable to HUD for the three-year urban county qualification period including federal fiscal years 2027, 2028 and 2029; and

WHEREAS, the VILLAGE Mayor is authorized to execute this JOINT AGREEMENT on behalf of the VILLAGE; and

WHEREAS, the DuPage County Board Chair is authorized to execute this JOINT AGREEMENT on behalf of the COUNTY; and

WHEREAS, the COUNTY and VILLAGE authorize the execution of this JOINT AGREEMENT in exercise of their respective powers and other governmental authority, and, in exercise of their intergovernmental cooperation authority under the Constitution and statutes of the State of Illinois.

NOW, THEREFORE, upon the consideration of the mutual promises contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby agreed between and among the Parties hereto as follows:

1. RECITALS. The foregoing recitals are incorporated herein and made part of this JOINT AGREEMENT.

2. BASIS, PURPOSE AND INTENT. The Parties hereto, by their respective governing bodies, have investigated the provisions of the ACTS and hereby find and declare:

    a. That the recitals hereinabove set forth show that joint action by the VILLAGE and the COUNTY is the most effective way to accomplish the purpose of the ACTS; and

    b. That it is the purpose and intent of the Parties hereto by this JOINT AGREEMENT to cooperate in undertaking, or assisting in undertaking, essential community development and housing assistance activities, specifically community renewal and lower-income housing assistance activities within the VILLAGE.

3. PARTICIPATION IN OTHER PROGRAMS. This JOINT AGREEMENT covers the following formula funding programs administered by HUD where the COUNTY is awarded and accepts funding directly from HUD: the Community Development Block Grant (CDBG) Program, the HOME Investment Partnerships (HOME) Program, and the Emergency Solutions Grant (ESG) Program. The VILLAGE understands and agrees that, by executing this JOINT AGREEMENT, it:

    a. May not apply for grants under the State CDBG Program for the fiscal years during the period in which the VILLAGE participates in the Urban County's CDBG Program; and

    b. May receive a formula allocation under the HOME Program only through the COUNTY.

        i. If the VILLAGE qualifies to receive a separate allocation of HOME funds, it has three options: (1) it may form a HOME consortium with the Urban County, in which case it will be included as part of the Urban County when the HOME funds for the county are calculated; (2) it may elect to

continue to receive its separate HOME grant but have the Urban County administer it; or (3) the Metropolitan City may administer its HOME program on its own.

c. May receive a formula allocation under the ESG Program only through the COUNTY.

d. This does not preclude the Urban County or the VILLAGE from applying for HOME or ESG funds from the State, if the State allows.

4. JOINT AGREEMENT.

a. The COUNTY and the VILLAGE, in cooperation, agree to undertake, or assist in undertaking, essential community development and housing assistance activities as approved and authorized between the Parties in the CDBG Agreements, including the Consolidated Plan.

b. It is hereby understood by the respective parties hereto that the COUNTY shall have authority to undertake or assist in undertaking essential community development and housing assistance activities within the entire VILLAGE.

c. The VILLAGE understands that the COUNTY will have final responsibility for selecting projects and filing annual grant requests and submitting the Consolidated Plan to HUD.

d. The Urban County agrees that the CDBG funds the VILLAGE is entitled to will be utilized to benefit the VILLAGE. The COUNTY will notify the VILLAGE when a project is proposed inside the VILLAGE's corporate limit so that the VILLAGE may have the opportunity to comment on the project.

e. The VILLAGE and COUNTY shall take all actions necessary to assure compliance with the COUNTY's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR Part 1, the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will comply with the obligation to affirmatively further fair housing, Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8, Title II of the Americans with Disabilities Act of 1974, and the implementing regulations at 28 CFR Part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR Part 146, Section 3 of the Housing and Urban Development Act of 1968, Uniform Relocation and Real Property Policies Act of 1970 and the implementing regulations at 49 CFR Part 24; Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR Part 42, and all other applicable laws and regulations. The Parties agree that Urban

County funding in no event will be used for activities in, or in support of, any cooperating unit of general local government that impedes the COUNTY's actions to comply with the COUNTY's fair housing certification and duty to affirmatively further fair housing.

f. The VILLAGE agrees to evidence its consent to participate in this JOINT AGREEMENT by providing the COUNTY with: (a) a certified copy of a Resolution from the governing body of the VILLAGE that the Chief Elected Official of the VILLAGE is authorized to sign the JOINT AGREEMENT; and, (b) an unqualified opinion of its legal counsel acceptable to the COUNTY concluding that the VILLAGE is authorized under Illinois and local law, to enter into the terms and provisions of the JOINT AGREEMENT and to undertake, or assist in undertaking, community development activities under the CDBG Program.

5. DURATION OF JOINT AGREEMENT & AMENDMENT.

a. This JOINT AGREEMENT shall remain in effect for the three-year program period of Federal Fiscal Years 2027, 2028, and 2029, and until funds granted and program income received during the three-year program period are expended and the funded activities completed. This applies to future qualification periods which renew automatically as described in Section 5.b. below. Neither the COUNTY nor the VILLAGE may terminate, withdraw, or be removed from the program during the three-year program period.

b. This JOINT AGREEMENT will renew automatically for participation for one successive three-year Urban County qualification period (Federal Fiscal Years 2030, 2031, and 2032), unless the VILLAGE or the COUNTY provide written notice to the other party that it elects not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified on the HUD.gov Urban Counties website. The COUNTY will notify the VILLAGE in writing of the VILLAGE's right to make this election. A copy of the COUNTY's notification must be sent to the HUD field office by the date specified on the HUD.gov Urban Counties website.

c. The Parties agree to adopt amendment(s) to this JOINT AGREEMENT as may be required by HUD to meet any new Urban County Qualification requirement(s), when applicable. Failure by either Party to adopt any such amendment, and to submit such amendments to HUD, will void the Joint Agreement for such qualification period.

d. The COUNTY and VILLAGE agree that they cannot terminate or withdraw from this JOINT AGREEMENT while it remains in effect.

6. PROGRAM INCOME.

a. The VILLAGE will inform the COUNTY of any income generated by the expenditures of CDBG or HOME funds received by the VILLAGE from the COUNTY.

b. The VILLAGE will return any such program income to the COUNTY for reprogramming for eligible activities for use in any part of the COUNTY as the COUNTY determines is best.

c. The COUNTY shall monitor and report to HUD on the use of any program income.

d. The VILLAGE shall comply with all rules and regulations for appropriate record keeping in relation to the generation and return of any program income.

e. In the event of a closeout of a project, change in status of the VILLAGE, or termination of this JOINT AGREEMENT, any program income that is on hand at that time or is received subsequent thereto, shall be returned to the COUNTY.

7. PROPERTY ACQUISITION AND DISPOSITION.

a. The VILLAGE shall comply with all rules and regulations in connection with the acquisition and disposition of real property.

b. The VILLAGE shall immediately notify the COUNTY of any modification or change in the use of the acquired real property from the use planned at the time of the acquisition or improvement, including but not limited to, disposition.

c. The VILLAGE shall pay to the COUNTY an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds, or HOME funds, where applicable) of any property acquired or improved with CDBG funds, or HOME funds, where applicable, which the VILLAGE sells or transfers for a use which does not qualify under CDBG regulation, or HOME regulations, where applicable.

d. Any program income generated from the disposition or transfer of property prior or subsequent to closeout, change of status of the VILLAGE, or termination of this JOINT AGREEMENT shall be returned by the VILLAGE to the COUNTY for reprogramming for eligible activities in any part of the COUNTY as the COUNTY determines is best.

8. ALLOCATION AND EXPENDITURES. No funds under the terms of this JOINT AGREEMENT will be allocated or spent by the VILLAGE prior to approval by the COUNTY.

9. PROHIBITION FROM FUNDING. The COUNTY and VILLAGE agree that the COUNTY is prohibited from and shall not fund the VILLAGE for activities in, or in support of, the VILLAGE when the VILLAGE does not affirmatively further fair housing

within its own jurisdiction or when the VILLAGE's actions impede the COUNTY's actions to comply with its fair housing certification to the federal government.

10. VILLAGE AS SUBRECIPIENT. The VILLAGE agrees that, pursuant to 24 CFR 570.501(b), the VILLAGE is subject to the same requirements applicable to subrecipients in the CDBG Program, including the requirement of a written agreement set forth in 24 CFR 570.503.

11. NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS POLICY.

    a. The VILLAGE certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations.

    b. The VILLAGE certifies that it has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

12. NO SALE, TRADE OR TRANSFER OF FUNDS. Parties to this Joint Agreement understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a Metropolitan City, Urban County, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

13. REMEDIES.

    a. Upon the determination by HUD or by the COUNTY that any funds provided to the VILLAGE under this program have been spent in violation of the requirements of federal or state laws, or the terms of this JOINT AGREEMENT, such funds will, upon the request of the COUNTY, be returned to the COUNTY.

    b. Upon the direction of HUD or the COUNTY to alter or modify a program to eliminate a violation of law, the VILLAGE will take such action.

14. SEVERABILITY. If any provision of this JOINT AGREEMENT is invalid for any reason, such invalidation shall not affect the other provisions of this JOINT AGREEMENT which can be given effect without the invalid provision; and to this end, the provisions of this JOINT AGREEMENT are severable.

15. MISCELLANEOUS. The Parties hereto agree that this JOINT AGREEMENT which may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all of such counterparts, taken together, shall constitute one and the same JOINT AGREEMENT.

IN WITNESS WHEREOF, the undersigned Parties have caused this JOINT AGREEMENT to be executed by their duly designated officials, pursuant to a proper resolution of their respective governing bodies.

COUNTY OF DUPAGE, a body politic in the State of Illinois

By: _____
Deborah A. Conroy,
County Board Chair

Date: _____

Attest: _____
Jean Kaczmarek,
County Clerk

VILLAGE OF DOWNERS GROVE, a Municipal Corporation in the State of Illinois

By: _____
Robert T. Barnett,
Mayor

Date: _____

Attest: _____
Rosa Berardi,
Village Clerk

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: HS-R-0016-26 **Agenda Date:** 7/7/2026 **Agenda #:** 15.C.

APPROVAL OF A HOUSING AND COMMUNITY DEVELOPMENT INTERGOVERNMENTAL JOINT AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE CITY OF WHEATON

(FOR FEDERAL FISCAL YEARS ENDING IN 2027, 2028, 2029
WITH AUTOMATIC RENEWAL)

WHEREAS, the United States Congress has enacted the Housing and Community Development Act of 1974, as amended, (hereinafter referred to as "ACT") providing federal financial assistance for various public improvements which will aid in preventing or eliminating blight, and which will assist in the provision of housing and housing opportunities; and

WHEREAS, the ACT provides that local units of government may enter into a joint agreement in order to cooperatively address the purposes of the ACT; and

WHEREAS, the County and the City of Wheaton have determined that joint action is the most effective way to undertake and accomplish activities and purpose of said ACT; and

WHEREAS, the County and the City of Wheaton previously entered into a Joint Agreement on July 13, 1993 via Resolution number DC-0016-93, which agreement was automatically renewed thereafter for each succeeding Urban County Qualification period through federal fiscal years 2012, 2013 and 2014, which remained in effect until all funds, including program income or income generated from the expenditure of such funds, which may be received from the U.S. Department of Housing and Urban Development (“HUD”) for such Urban County Qualification periods through 2014, have been expended, returned, or otherwise accounted for, to the satisfaction of HUD; and

WHEREAS, the County and City of Wheaton previously entered into a Joint Agreement on June 24, 2014 via Resolution DC-R-0128-14, which replaced the 1993 version, and which Agreement automatically renewed thereafter for each succeeding Urban County Qualification period, and it is the intention of the Parties that such 2014 Joint Agreement will remain in effect until all funds, including program income or income generated from the expenditure of such funds, which may be received from the U.S. Department of Housing and Urban Development (“HUD”) for such urban county qualification periods have been expended, returned, or otherwise accounted for, to the satisfaction of HUD; and

WHEREAS, the County and City of Wheaton approved and entered into Amendment One to the Joint Agreement on June 13, 2023, via Resolution number HS-R-0053-23, for the purpose of incorporating additional provisions obligating the County and City, which must be explicitly contained within said Agreement; and

WHEREAS, HUD issued Notice CPD-26-08 Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program, which is now a standing notice providing instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program, and will remain in effect until amended, superseded, or rescinded by a new Urban County Notice; and

WHEREAS, updated standards have been issued by HUD and it is most expedient for the COUNTY and CITY to replace, rather than amend the existing JOINT AGREEMENT dated 06/24/2014, and adoption of this new JOINT AGREEMENT will meet the current standards acceptable to HUD for the three-year Urban County Qualification period, Federal Fiscal Years (FYs) 2027, 2028, and 2029; and

WHEREAS, the COUNTY and CITY wish to enter into a Joint Agreement for the Urban County Qualification period covering FYs 2027, 2028, and 2029, with automatic renewal as allowed under Notice CPD -26-08, per HUD's new policy; and

NOW, THEREFORE, BE IT RESOLVED by the County Board that approval is given to enter into a Joint Agreement Between DuPage County and the City of Wheaton (for federal fiscal years ending in 2027, 2028, 2029 and automatic renewal as allowed per HUD policy) ("JOINT AGREEMENT"), a copy of which is attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board is authorized and directed to execute the JOINT AGREEMENT, together with such additional documents as may be required in anticipation of, and strictly subject to, the Mayor of Wheaton executing the JOINT AGREEMENT; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board is authorized and directed to execute the JOINT AGREEMENT on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send a copy of this Resolution to Ms. Sarah L. Ciampi, Director, Community Planning and Development, Attn: Mr. David Pray, U.S. Department of Housing and Urban Development, Chicago Area Office, Region V, 77 West Jackson Boulevard, Room 2400, Chicago, IL 60604-3507; Honorable Phillip J. Suess, Mayor of Wheaton, Civic Center, 303 W. Wesley St., Wheaton, IL 60187-0727; and a copy to the DuPage Community Development Commission.

Enacted and approved this 14th day of July, 2026 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

DUPAGE COUNTY

COMMUNITY SERVICES

630-407-6500
Fax: 630-407-6501
csprograms@dupagecounty.gov
www.dupagecounty.gov/community

Community Development
630-407-6600
Fax: 630-407-6601

Family Center
422 N. County Farm Rd.
Wheaton, IL 60187
630-407-2450
Fax: 630-407-2451

Housing Supports and Self-Sufficiency
630-407-6500
Fax: 630-407-6501

Intake and Referral
630-407-6500
Fax: 630-407-6501

Senior Services
630-407-6500
Fax: 630-407-6501

TO: Greg Schwarze, Chairman and Committee Members
Human Services Committee

FROM: Mary A. Keating, Director,
Department of Community Services

DATE: June 18, 2026

SUBJECT: Housing and Community Development Intergovernmental Joint Agreement between DuPage County and the City of Wheaton

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Action Requested: Approval of the Housing and Community Development Intergovernmental Joint Agreement between DuPage County and the City of Wheaton incorporating provisions requirement within the Agreement, as reflected in the U.S. Department of Housing and Urban Development (HUD) Notice CPD-26-08, Instructions for Urban County Qualification for Participation in the CDBG Program, issued 05/15/2026.

Details: As part of DuPage County's requalification as a Community Development Block Grant (CDBG) Program Urban County for Federal fiscal years 2027, 2028, and 2029 the County has reviewed the existing Housing and Community Development Joint Agreement between DuPage County and the City of Wheaton enacted and approved 06/24/2014 under County Board Resolution #DC-R-0128-14, along with Amendment One enacted and approved on 06/13/2023 under County Board Resolution #HS-R-0053-23. Review was completed to ensure the existing Agreement meets required standards established by the HUD within Attachment 4. of Notice CPD-26-08, Instructions for Urban County Qualification for Participation in the CDBG Program, issued 05/15/2026.

Upon review, it was determined that entering into a new Joint Agreement would be more effective than modifying an existing agreement. Therefore, a new Housing and Community Development Intergovernmental Joint Agreement has been prepared, incorporating all requirements of joint agreements set forth in the above noted Urban County Qualification Notice applicable to the FY2027-2029 three-year urban county qualification period.

HOUSING AND COMMUNITY DEVELOPMENT
INTERGOVERNMENTAL JOINT AGREEMENT BETWEEN
DU PAGE COUNTY AND THE CITY OF WHEATON

(FOR FEDERAL FISCAL YEARS ENDING IN 2027, 2028, 2029
WITH AUTOMATIC RENEWAL)

THIS JOINT AGREEMENT is entered into effective as of the 14th day of July, 2026, between the COUNTY OF DU PAGE, a body politic and corporate of the State of Illinois ("COUNTY") and the City of Wheaton, an Illinois municipal corporation ("CITY"), both of which may be referred to throughout as "Parties."

WHEREAS, the United States Congress enacted the Housing and Community Development Act of 1974, as amended, (hereinafter referred to as the "ACT") providing federal assistance for the support of community development activities which are directed toward the specific objectives identified in Section 101 of the ACT; and

WHEREAS, the ACT makes possible the allocation of funds to the COUNTY and CITY for the purpose of undertaking only community development program activities within the municipality as authorized in Section 105 of the Act and further identified in Section 570.200-20 of Title 24 CFR, Chapter V, Part 570; and

WHEREAS, the National Affordable Housing Act ("NAHA") makes possible the allocation of HOME Investment Partnerships Act funds to the COUNTY for the purpose of undertaking only housing activities specified in Title II of NAHA; and

WHEREAS, the governmental entities who are Parties to this JOINT AGREEMENT:

1. Have determined that there exists in the incorporated and unincorporated areas of the COUNTY the need for various public improvements, which will aid in preventing or eliminating blight, and which will assist in the provision of housing and housing opportunities for persons of low and moderate income, including the elderly and handicapped, and also public improvements for which there is an urgent need; and

2. Have determined that the said improvements can be accomplished by participation in the program established by the Housing and Community Development Act of 1974 ("CDBG") (42 USC 5301, *et seq.*), as amended, and the HOME Investment Partnerships Act ("HOME") (42 USC 3535(d) and 12701-12839), as amended, the McKinney-Vento Homeless Assistance Act of 1987, Title IV, as amended, 42 U.S.C. 11371-78 and the 2009 Homeless Emergency Assistance and Rapid Transition to Housing: Emergency Solutions Grants Program and Consolidated Plan Conforming Amendments, ("ESG") 24 CFR Parts 91 and 576 [Docket No. FR 5474 I 01] RIN 2506 AC29. (the "ACTS") and in effectuation of the purposes thereof; and

3. Have determined that joint action by the COUNTY and CITY is the most effective way to accomplish the purposes of the ACTS within the CITY.

WHEREAS, units of local government had conferred upon them the following powers by Article VII, Section 10, of the 1970 Constitution of the State of Illinois:

"Units of local government and school districts may contract or otherwise associate among themselves, with the State, with other states and their units of local government and school districts, and with the United States to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance. Units of local government and school districts may contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities"; and

WHEREAS, Sections 3 and 5 of the Intergovernmental Cooperation Act (5 ILCS 220/3 and 220/5) provide as follows:

"Section 3. INTERGOVERNMENTAL COOPERATION. Any power or powers, privileges, functions or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any public agency of this State and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States do not prohibit joint exercise or enjoyment and except where specifically and expressly prohibited by law…."; and

"Section 5. INTERGOVERNMENTAL CONTRACTS. Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract and except where specifically and expressly prohibited by law. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties"; and

WHEREAS, the City has been a Joint Recipient within the DuPage Urban County and as such, cooperates in providing for the use of grant entitlement funds under the Housing and Community Development Act of 1974, as amended; and

WHEREAS, updated standards have been issued by the U.S. Department of Housing and Urban Development ("HUD") and it is most expedient for the COUNTY and CITY to replace, rather than amend the previous Community Development Intergovernmental Joint Agreement dated 06/24/2014, and adoption of this new JOINT AGREEMENT will meet the current standards acceptable to HUD for the three-year urban county qualification period including federal fiscal years 2027, 2028 and 2029; and

WHEREAS, the CITY Mayor is authorized to execute this JOINT AGREEMENT on behalf of the CITY; and

WHEREAS, the DuPage County Board Chair is authorized to execute this JOINT AGREEMENT on behalf of the COUNTY; and

WHEREAS, the COUNTY and CITY authorize the execution of this JOINT AGREEMENT in exercise of their respective powers and other governmental authority, and, in exercise of their intergovernmental cooperation authority under the Constitution and statutes of the State of Illinois.

NOW, THEREFORE, upon the consideration of the mutual promises contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby agreed between and among the Parties hereto as follows:

1. RECITALS. The foregoing recitals are incorporated herein and made part of this JOINT AGREEMENT.

2. BASIS, PURPOSE AND INTENT. The Parties hereto, by their respective governing bodies, have investigated the provisions of the ACTS and hereby find and declare:

    a. That the recitals hereinabove set forth show that joint action by the CITY and the COUNTY is the most effective way to accomplish the purpose of the ACTS; and

    b. That it is the purpose and intent of the Parties hereto by this JOINT AGREEMENT to cooperate in undertaking, or assisting in undertaking, essential community development and housing assistance activities, specifically community renewal and lower-income housing assistance activities within the CITY.

3. PARTICIPATION IN OTHER PROGRAMS. This JOINT AGREEMENT covers the following formula funding programs administered by HUD where the COUNTY is awarded and accepts funding directly from HUD: the Community Development Block Grant (CDBG) Program, the HOME Investment Partnerships (HOME) Program, and the Emergency Solutions Grant (ESG) Program. The CITY understands and agrees that, by executing this JOINT AGREEMENT, it:

    a. May not apply for grants under the State CDBG Program for the fiscal years during the period in which the CITY participates in the Urban County's CDBG Program; and

    b. May receive a formula allocation under the HOME Program only through the COUNTY.

        i. If the CITY qualifies to receive a separate allocation of HOME funds, it has three options: (1) it may form a HOME consortium with the Urban County, in which case it will be included as part of the Urban County when the HOME funds for the county are calculated; (2) it may elect to continue to receive its separate HOME grant but have the Urban County

administer it; or (3) the Metropolitan City may administer its HOME program on its own.

c. May receive a formula allocation under the ESG Program only through the COUNTY.

d. This does not preclude the Urban County or the CITY from applying for HOME or ESG funds from the State, if the State allows.

4. JOINT AGREEMENT.

a. The COUNTY and the CITY, in cooperation, agree to undertake, or assist in undertaking, essential community development and housing assistance activities as approved and authorized between the Parties in the CDBG Agreements, including the Consolidated Plan.

b. It is hereby understood by the respective parties hereto that the COUNTY shall have authority to undertake or assist in undertaking essential community development and housing assistance activities within the entire CITY.

c. The CITY understands that the COUNTY will have final responsibility for selecting projects and filing annual grant requests and submitting the Consolidated Plan to HUD.

d. The Urban County agrees that the CDBG funds the CITY is entitled to will be utilized to benefit the CITY. The COUNTY will notify the CITY when a project is proposed inside the CITY's corporate limit so that the CITY may have the opportunity to comment on the project.

e. The CITY and COUNTY shall take all actions necessary to assure compliance with the COUNTY's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR Part 1, the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will comply with the obligation to affirmatively further fair housing, Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8, Title II of the Americans with Disabilities Act of 1974, and the implementing regulations at 28 CFR Part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR Part 146, Section 3 of the Housing and Urban Development Act of 1968, Uniform Relocation and Real Property Policies Act of 1970 and the implementing regulations at 49 CFR Part 24; Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR Part 42, and all other applicable laws and regulations. The Parties agree that Urban County funding in no event will be used for activities in, or in support of, any

cooperating unit of general local government that impedes the COUNTY's actions to comply with the COUNTY's fair housing certification and duty to affirmatively further fair housing.

f. The CITY agrees to evidence its consent to participate in this JOINT AGREEMENT by providing the COUNTY with: (a) a certified copy of a Resolution from the governing body of the CITY that the Chief Elected Official of the CITY is authorized to sign the JOINT AGREEMENT; and, (b) an unqualified opinion of its legal counsel acceptable to the COUNTY concluding that the CITY is authorized under Illinois and local law, to enter into the terms and provisions of the JOINT AGREEMENT and to undertake, or assist in undertaking, community development activities under the CDBG Program.

5. DURATION OF JOINT AGREEMENT & AMENDMENT.

a. This JOINT AGREEMENT shall remain in effect for the three-year program period of Federal Fiscal Years 2027, 2028, and 2029, and until funds granted and program income received during the three-year program period are expended and the funded activities completed. This applies to future qualification periods which renew automatically as described in Section 5.b. below. Neither the COUNTY nor the CITY may terminate, withdraw, or be removed from the program during the three-year program period.

b. This JOINT AGREEMENT will renew automatically for participation for one successive three-year Urban County qualification period (Federal Fiscal Years 2030, 2031, and 2032), unless the CITY or the COUNTY provide written notice to the other party that it elects not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified on the HUD.gov Urban Counties website. The COUNTY will notify the CITY in writing of the CITY's right to make this election. A copy of the COUNTY's notification must be sent to the HUD field office by the date specified on the HUD.gov Urban Counties website.

c. The Parties agree to adopt amendment(s) to this JOINT AGREEMENT as may be required by HUD to meet any new Urban County Qualification requirement(s), when applicable. Failure by either Party to adopt any such amendment, and to submit such amendments to HUD, will void the Joint Agreement for such qualification period.

d. The COUNTY and CITY agree that they cannot terminate or withdraw from this JOINT AGREEMENT while it remains in effect.

6. PROGRAM INCOME.

a. The CITY will inform the COUNTY of any income generated by the expenditures of CDBG or HOME funds received by the CITY from the COUNTY.

b. The CITY will return any such program income to the COUNTY for reprogramming for eligible activities for use in any part of the COUNTY as the COUNTY determines is best.

c. The COUNTY shall monitor and report to HUD on the use of any program income.

d. The CITY shall comply with all rules and regulations for appropriate record keeping in relation to the generation and return of any program income.

e. In the event of a closeout of a project, change in status of the CITY, or termination of this JOINT AGREEMENT, any program income that is on hand at that time or is received subsequent thereto, shall be returned to the COUNTY.

7. PROPERTY ACQUISITION AND DISPOSITION.

a. The CITY shall comply with all rules and regulations in connection with the acquisition and disposition of real property.

b. The CITY shall immediately notify the COUNTY of any modification or change in the use of the acquired real property from the use planned at the time of the acquisition or improvement, including but not limited to, disposition.

c. The CITY shall pay to the COUNTY an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds, or HOME funds, where applicable) of any property acquired or improved with CDBG funds, or HOME funds, where applicable, which the CITY sells or transfers for a use which does not qualify under CDBG regulation, or HOME regulations, where applicable.

d. Any program income generated from the disposition or transfer of property prior or subsequent to closeout, change of status of the CITY, or termination of this JOINT AGREEMENT shall be returned by the CITY to the COUNTY for reprogramming for eligible activities in any part of the COUNTY as the COUNTY determines is best.

8. ALLOCATION AND EXPENDITURES. No funds under the terms of this JOINT AGREEMENT will be allocated or spent by the CITY prior to approval by the COUNTY.

9. PROHIBITION FROM FUNDING. The COUNTY and CITY agree that the COUNTY is prohibited from and shall not fund the CITY for activities in, or in support of, the CITY when the CITY does not affirmatively further fair housing within its own jurisdiction or when the CITY's actions impede the COUNTY's actions to comply with its fair housing certification to the federal government.

10. CITY AS SUBRECIPIENT. The CITY agrees that, pursuant to 24 CFR 570.501(b), the CITY is subject to the same requirements applicable to subrecipients in the CDBG Program, including the requirement of a written agreement set forth in 24 CFR 570.503.

11. NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS POLICY.

    a. The CITY certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations.

    b. The CITY certifies that it has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

12. NO SALE, TRADE OR TRANSFER OF FUNDS. Parties to this Joint Agreement understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a Metropolitan City, Urban County, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

13. REMEDIES.

    a. Upon the determination by HUD or by the COUNTY that any funds provided to the CITY under this program have been spent in violation of the requirements of federal or state laws, or the terms of this JOINT AGREEMENT, such funds will, upon the request of the COUNTY, be returned to the COUNTY.

    b. Upon the direction of HUD or the COUNTY to alter or modify a program to eliminate a violation of law, the CITY will take such action.

14. SEVERABILITY. If any provision of this JOINT AGREEMENT is invalid for any reason, such invalidation shall not affect the other provisions of this JOINT AGREEMENT which can be given effect without the invalid provision; and to this end, the provisions of this JOINT AGREEMENT are severable.

15. MISCELLANEOUS. The Parties hereto agree that this JOINT AGREEMENT which may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all of such counterparts, taken together, shall constitute one and the same JOINT AGREEMENT.

IN WITNESS WHEREOF, the undersigned Parties have caused this JOINT AGREEMENT to be executed by their duly designated officials, pursuant to a proper resolution of their respective governing bodies.

COUNTY OF DUPAGE, a body politic in the State of Illinois

By: _____
Deborah A. Conroy,
County Board Chair

Date: _____

Attest: _____
Jean Kaczmarek,
County Clerk

CITY OF WHEATON, a Municipal Corporation in the State of Illinois

By: _____
Philip J. Suess,
Mayor

Date: _____

Attest: _____
Andrea Rosedale,
City Clerk

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: HS-P-0025-26 **Agenda Date:** 7/7/2026 **Agenda #:** 15.D.

AWARDING RESOLUTION ISSUED TO
EZ WAY, INCORPORATED
TO PROVIDE LIFTS WITH STANDS, SMART STANDS WITH SCALES, BATTERIES, SLINGS AND HARNESSES
FOR THE DUPAGE CARE CENTER
(CONTRACT TOTAL NOT TO EXCEED $65,566.47)

WHEREAS, a sole source quotation has been obtained in accordance with 55 ILCS 5/5-1022 and County Board policy; and

WHEREAS, the County is authorized to enter into a Sole Source Agreement pursuant to Section 2-350 of the DuPage County Procurement Ordinance; and

WHEREAS, based upon supporting documentation provided by the using Department, the Chief Procurement Officer has determined that it is not feasible to secure bids or that there is only one source for the required goods or services, and/or has determined that it is in the best interests of the County to consider only one supplier who has previous expertise relative to the subject procurement; and

WHEREAS, in accordance with the Chief Procurement Officer's determination, the Human Services Committee recommends County Board approval for the issuance of a contract to EZ Way, Inc., to provide lifts with stands, smart stands with scales, batteries, slings and harnesses, for the period of July 15, 2026 through November 30, 2026 , for the DuPage Care Center .

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide lifts with stands, smart stands with scales, batteries, slings and harnesses, for the period of July 15, 2026 through November 30, 2026 for the DuPage Care Center, be, and it is hereby approved for issuance of a contract by the Procurement Division to, EZ Way, Inc., 807 E Main Post Office Box 89, Clarinda, Iowa 51632, for a contract total amount not to exceed $ 65,566.47. Pursuant to 55 ILCS 5/5-1022 (c) not suitable for competitive bids. (Sole provider of items that are compatible with our existing equipment.)

Enacted and approved this 14th day of July, 2026 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 26-1862	RFP, BID, QUOTE OR RENEWAL #: quote	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $65,566.47
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 07/07/2026	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $65,566.47
	CURRENT TERM TOTAL COST: $65,566.47	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: EZ Way, Inc.	VENDOR #: 51632	DEPT: DuPage Care Center	DEPT CONTACT NAME: Nursing
VENDOR CONTACT: Caryn Stull	VENDOR CONTACT PHONE: 712-542-1841	DEPT CONTACT PHONE #: 630-784-4254	DEPT CONTACT EMAIL: Connie.Pureza@dupagecounty.gov
VENDOR CONTACT EMAIL: cstull@ezwaylifts.com	VENDOR WEBSITE:	DEPT REQ #: 7587	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
Replacement Lifts with stands and Smart stands with scales, batteries, slings and harnesses for the DuPage Care Center, for the period July 15, 2026 through November 30, 2026, for a contract total not to exceed $65,566.47, per Sole Source (Sole Source - sole provider of items that are compatible with our existing equipment)

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
The DuPage Care Center owns the patient lifters that are utilized on a daily basis to provide resident care. These will be replacement, as parts are now obsolete for repairs.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
SOLE SOURCE PER DUPAGE ORDINANCE, SECTION 2-350 (MUST FILL OUT SECTION 4)

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

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SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE PROVIDER OF ITEMS THAT ARE COMPATIBLE WITH EXISTING EQUIPMENT, INVENTORY, SYSTEMS, PROGRAMS OR SE
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. Service parts are unique to the EZ Way brand of patient lifters and stands that are owned by DuPage Care Center
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not. N/A
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. N/A

SECTION 5: Purchase Requisition Information

Send Purchase Order To:		*Send Invoices To:*	
Vendor: EZ Way, Inc.	Vendor#: 11607	Dept: DuPage Care Center	Division: Nursing Department
Attn: Caryn Stull	Email: cstull@ezwaylifts.com	Attn: Connie Pureza	Email: connie.pureza@dupagecounty.gov
Address: 807 E Main, PO Box 89	City: Clarinda	Address: 400 N. County Farm Road	City: Wheaton
State: Iowa	Zip: 51632	State: IL	Zip: 60187
Phone: 712-542-1841	Fax:	Phone: 630-784-4254	Fax:
Send Payments To:		*Ship to:*	
Vendor: EZ Way, Inc.	Vendor#: 11607	Dept: DuPage Care Center	Division: Nursing Department
Attn: Caryn Stull	Email: cstull@ezwaylifts.com	Attn: Annabel.Leonida	Email: Annabel.Leonida@dupagecounty.gov
Address: 807 E Main, PO Box 89	City: Clarinda	Address: 400 N. County Farm Road	City: Wheaton
State: Iowa	Zip: 51632	State: IL	Zip: 60187
Phone: 712-542-1841	Fax:	Phone: 630-784-4250	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): July 15, 2026	Contract End Date (PO25): November 30, 2026

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Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Replacement Lifts with stands and Smart stands with scales, batteries, slings and harnesses	FY26	1200	2050	54110		65,566.47	65,566.47

FY is required, ensure the correct FY is selected. Requisition Total $ 65,566.47

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Replacement Lifts with stands and Smart stands with scales, batteries, slings and harnesses for the DuPage Care Center, for the period July 15, 2026 through November 30, 2026, for a contract total not to exceed $65,566.47, per Sole Source (Sole Source - sole provider of items that are compatible with our existing equipment)
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. July 7, 2026 Human Services Committee July 14, 2026 County Board
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

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Quote/Estimate

Price Code: GOV

EZ Way, Inc.
710 E. Main Street
PO Box 89
Clarinda IA 51632
USA
712-542-5102

Customer: C000251

Bill To: DuPage County Convalescent Center
Attn: Connie - A/P
400 N County Farm Rd
Wheaton IL 60187-3908
USA

Ship To: DuPage County Convalescent Center
400 N County Farm Rd
Wheaton IL 60187-3908
USA

Phone:

Customer PO: Connie Pureza 6-18-26

Terms will be per: IL Prompt Payment Act.

Estimate	Terms	Quote Date	Expiration Date	Salesperson
E000046560	Net 30 Days	6/18/2026	7/18/2026	51

Quantity	Item	Unit Price	Extended Price
6.0	L500PS-03 500 lb. Smart Lift® with scale, 3" Caster, Standard 500 lb. Smart Lift with 3" front casters and Integrated Scale. Includes, 1 Medium Deluxe Sling, 2 batteries (lithium optional), & 1 charger. Made in the U.S.A. Easily lift patients/residents from/to a bed, chair, toilet, or floor. Can be used for Ambulation with optional Gate Training Sling. Built-in Smart Technology; built-in diagnostics functions, Usage time captured, Lift usage captured, Overload protection, Weight recall: the last weight taken is retained until a new weight is taken, Large backlit LCD window displays battery level, Automatic shut off after 20 minutes of non-use, and Anti-crush safety feature. Free training for the life of the product with additional training videos and training checklists on-line. Low Total Cost of Ownership. 10-year warranty on frame, 3-year warranty electrical components, and 1-year on batteries. Free Safe Patient Handling Evaluations. 24-hour/7-day service department and FREE loaner parts program. Safety Program available for an additional fee. Additional Specifications: 4-1/2" Leg height, Three methods to control the unit, thumb switches, front panel switches, and hand control. Three position leg spreader (hand operated) - 38" max leg spread, Rear locking casters, Emergency-Stop button, and Emergency Lowering in case of power failure.	4,399.96	26,399.76
6.0	11860 Charger Assembly UL	0.00	0.00
6.0	50311 Sling Deluxe Med Deluxe Sling Medium, 1,000 lb. weight capacity and 6-month warranty	0.00	0.00
12.0	14410 Battery Assembly, Lithium	300.00	3,600.00

TO PLACE AN ORDER, EMAIL US AT SALES@EZLIFTS.COM OR FAX US AT 712.542.1899.

LEASING OPTIONS AVAILABLE UPON REQUEST.

Quote/Estimate

Price Code: GOV

EZ Way, Inc.
710 E. Main Street
PO Box 89
Clarinda IA 51632
USA
712-542-5102

Customer: C000251

Bill To: DuPage County Convalescent Center
Attn: Connie - A/P
400 N County Farm Rd
Wheaton IL 60187-3908
USA

Ship To: DuPage County Convalescent Center
400 N County Farm Rd
Wheaton IL 60187-3908
USA

Phone:

Customer PO: Connie Pureza 6-18-26

Terms will be per: IL Prompt Payment Act.

Estimate	Terms	Quote Date	Expiration Date	Salesperson
E000046560	Net 30 Days	6/18/2026	7/18/2026	51

Quantity	Item	Unit Price	Extended Price
6.0	S500PS1-03 500 lb. Smart Stand® with scale, 3" Caster, Standard 500 lb. Smart Sit-to-Stand with 3" front casters and Integrated Scale. Includes, 1 Medium Harness, 2 batteries (lithium batteries optional), and 1 charger. Manufactured and Assembled in the U.S.A. Designed to facilitate toileting, changing of briefs and conducting pivot transfers for weight bearing patients. Transfer patients to/from bed, commode, wheelchair or chair. Ambulation feature for therapy applications. Patients allowed to stand safely and securely, increasing muscle strength and circulation. Adjustable Shin Pad and Footplate. Built-in Smart Technology; built-in diagnostics functions, Usage time captured, Lift usage captured, Overload protection, Weight recall: the last weight taken is retained until a new weight is taken, Large backlit LCD window displays battery level, Automatic shut off after 20 minutes of non-use, and Anti-crush safety feature. Free training for the life of the product with additional training videos and training checklists on-line. Low Total Cost of Ownership. 10-year warranty on frame, 3-year warranty electrical components, and 1-year on batteries. Free Safe Patient Handling Evaluations. 24-hour/7-day service department and FREE loaner parts program. Safety Program available for an additional fee. Additional Specifications: 4-1/2" Leg height, Three methods to control the unit, thumb switches, front panel switches, and hand control. Three position leg spreader (hand operated) - 36" max leg spread, Rear locking casters, Emergency-Stop button, and Emergency Lowering in case of power failure.	5,084.66	30,507.96
6.0	11860 Charger Assembly UL	0.00	0.00
6.0	50910 Harness Med	0.00	0.00

TO PLACE AN ORDER, EMAIL US AT SALES@EZLIFTS.COM OR FAX US AT 712.542.1899.

LEASING OPTIONS AVAILABLE UPON REQUEST.

Quote/Estimate

Price Code: GOV

EZ Way, Inc.
710 E. Main Street
PO Box 89
Clarinda IA 51632
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712-542-5102

Customer: C000251

Bill To: DuPage County Convalescent Center
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400 N County Farm Rd
Wheaton IL 60187-3908
USA

Ship To: DuPage County Convalescent Center
400 N County Farm Rd
Wheaton IL 60187-3908
USA

Phone:

Customer PO: Connie Pureza 6-18-26

Terms will be per: IL Prompt Payment Act.

Estimate	Terms	Quote Date	Expiration Date	Salesperson
E000046560	Net 30 Days	6/18/2026	7/18/2026	51

Quantity	Item	Unit Price	Extended Price
	Harness Medium, 1,000 lb. weight capacity and 6-month warranty		
12.0	14410 Battery Assembly, Lithium	300.00	3,600.00
1.0	FREIGHT Shipping and Handling	1,458.75	1,458.75

Sale Amount:	65,566.47
Sales Tax:	0.00
Misc Charges:	0.00
Total Amount:	65,566.47

TO PLACE AN ORDER, EMAIL US AT SALES@EZLIFTS.COM OR FAX US AT 712.542.1899.

LEASING OPTIONS AVAILABLE UPON REQUEST.

EZ Way, Inc.

July 1, 2026

RE: EZ Way Inc.

This is to confirm that EZ Way, Inc is the sole source provider for EZ Way equipment and accessories.

Warm regards,

Amy Scott
EZ Way Customer Support Manager
800-627-8940 ext 1814
ascott@ezlifts.com

DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	E000046560
COMPANY NAME:	EZ Way Inc
CONTACT PERSON:	Signature on File
CONTACT EMAIL:	sales@ezlifts.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

- ☐ Yes
- X ☐ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

- ❑ Yes
- x❑ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Amy Scott

Signature: Signature on File

Title: Customer Support Manager

Date: 6/22/2026

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 26-1894 **Agenda Date:** 7/7/2026 **Agenda #:** 8.B.

Consent < HS 7/7
CB 7/14

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

Date: Jun 5, 2026

File ID #: 26-1703

Purchase Order #: 7691-0001 SERV	**Original Purchase Order Date:** May 13, 2025	**Change Order #:** 3	**Department:** DuPage Care Center
Vendor Name: Wight & Company		**Vendor #:** 10076	**Dept. Contact:** Nick Jensen
Action Requested and Reason for Change Order Request:	East Building Renovation/Improvements for the period 05/13/25 through 07/29/26. #1 extend contract Through November 30, 2026. NO CHANGE IN CONTRACT TOTAL		

IN ACCORDANCE WITH 720 ILCS 5/33E-9

☒ (A) Were not reasonably foreseeable at the time the contract was signed.

☐ (B) The change is germane to the original contract as signed.

☐ (C) Is in the best interest for the County of DuPage and authorized by law.

	INCREASE/DECREASE	
A	Starting Contract Value	$724,500.00
B	Net $ Change for Previous Change Order	
C	Current Contract Amount (A + B)	$724,500.00
D	Amount of this Change Order ☐ Increase ☐ Decrease	
E	New Contract Amount (C + D)	$724,500.00
F	Cumulative Change Order Amount (B + D)	
G	Cumulative Percent of all Change Orders (B+D/A); *(60% maximum on construction contracts)*	0.00%

DECISION MEMO NOT REQUIRED - *Check Applicable Box(es)*

☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (≤59 Days) ☐ Update Budget Code

☐ Change Budget Code From: _____ to: _____

☐ Increase/Decrease Quantity From: _____ to: _____

☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines

☐ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - *Check Applicable Box(es) and Fill In All Answers Below*

☒ Contract Extension Greater Than 59 Days From Jul 29, 2026 to: Nov 30, 2026 ☐ Cancel Contract

☐ Cumulative Increase Greater Than $10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Extend contract through November 30, 2026

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/.01 et. seq.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

#1 Extend contract through November 30, 2026, for vendor to complete the services, with no changes to contract total.

#2 Do not extend contract through November 30, 2026, however, services will still need to be completed.

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Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

APPROVALS - *Initials Only*

CDK	4208	Jun 5, 2026	CDK	4208	Jun 5, 2026
Prepared By	Phone Ext.	Date	Recommended for Approval	Phone Ext.	Date
[signature]	6/16/2026				
Reviewed by Procurement Officer	Date		Completed by Buyer		Date

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DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Wight & Company
CONTACT PERSON:	Carol Roglin
CONTACT EMAIL:	CRoglin@wightco.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

X No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

XX Yes

No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL
Mark Wight Pat Cermak	630-739-7373 630-739-6520	MWight@wightco.com PCermak@wightco.com
Jason Dwyer Carol Roglin	630-739-6921 630-739-6496	JDwyer@wightco.com CRoglin@wightco.com
Nick Sleboda	630-739-7322	NSleboda@wightco.com

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

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http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Signature on File

Printed Name: Carol Roglin Signature: _

Title: Chief Financial Officer, Secretary, and Treasurer Date: June 18, 2026

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 26-1895 **Agenda Date:** 7/7/2026 **Agenda #:** 8.C.

HS Only
7/7

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

Date: Jun 10, 2026

File ID #: 26-1751

Purchase Order #: 8177-0001 SERV	**Original Purchase Order Date:** Feb 24, 2026	**Change Order #:** 1	**Department:** Nursing
Vendor Name: Advacare Systems		**Vendor #:** 11694	**Dept. Contact:** Annabel Leonida

Action Requested and Reason for Change Order Request:

Purchase Order for wound vac therapy rental and supplies for the period 02/24/26 thru 02/23/27.
#1) Increase line 1, 1200-2050-53410 in the amount of $7,210.00
#2) Increase line 2, 1200-2050-52320 in the amount of $2,980.00
#3) Increase line 1, 1200-2050-53410 in the amount of $3,350.00
#2) Increase line 2, 1200-2050-52320 in the amount of $460.00

IN ACCORDANCE WITH 720 ILCS 5/33E-9

☐ (A) Were not reasonably foreseeable at the time the contract was signed.

☐ (B) The change is germane to the original contract as signed.

☐ (C) Is in the best interest for the County of DuPage and authorized by law.

	INCREASE/DECREASE	
A	Starting Contract Value	$10,000.00
B	Net $ Change for Previous Change Order	
C	Current Contract Amount (A + B)	$10,000.00
D	Amount of this Change Order ☒ Increase ☐ Decrease	$14,000.00
E	New Contract Amount (C + D)	$24,000.00
F	Cumulative Change Order Amount (B + D)	$14,000.00
G	Cumulative Percent of all Change Orders (B+D/A); *(60% maximum on construction contracts)*	140.00%

DECISION MEMO NOT REQUIRED - *Check Applicable Box(es)*

☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (≤59 Days) ☐ Update Budget Code

☐ Change Budget Code From: _____ to: _____

☐ Increase/Decrease Quantity From: _____ to: _____

☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines

☐ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - *Check Applicable Box(es) and Fill In All Answers Below*

☐ Contract Extension Greater Than 59 Days From _____ to: _____ ☐ Cancel Contract

☒ Cumulative Increase Greater Than $10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.
Increase Purchase Order in the amount of $14,000.00, to include the increase of residents needing this type of service, per Physicians orders.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

25-127-DCC

TRIAL MODE - a valid license will remove this message. See the keywords property of this PDF for more information.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
1) Recommendation for the approval for an increase to Purchase Order 8177-0001 SERV, in the amount of $14,000.00 to include the increase of residents needing this type of service, per Physicians orders.
2) Do not increase the Purchase Order 8177-0001 SERV, in the amount of $14,000.00 to include the increase of residents needing this type of service, per Physicians orders, however, DPCC would still need to provide this service to the resident's in need for good standard quality of care.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

1200-2050-53410 and 1200-2050-52320 FY26 and FY27

APPROVALS - *Initials Only*

CDK	4208	Jun 10, 2026	CDK	4208	Jun 10, 2026
Prepared By	Phone Ext.	Date	Recommended for Approval	Phone Ext.	Date
[signature]	6/16/2026				
Reviewed by Procurement Officer	Date		Completed by Buyer		Date

TRIAL MODE - a valid license will remove this message. See the keywords property of this PDF for more information.

DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	ADVACARE Systems
CONTACT PERSON:	Robert Locascio
CONTACT EMAIL:	rlocascio@advacaresystems.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

- ☐ Yes
- ☑ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

Rev. 1-2025

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

- ☐ Yes
- ☑ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Robert Lo Cascio Signature: Signature on File

Title: Vice President Date: 6/10/26

Rev. 1-2025

Budget Transfer

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 26-1896 **Agenda Date:** 7/7/2026 **Agenda #:** 9.A.

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective January 1, 2025

From: 1200 (Company #)

MAINTENANCE & CAPITAL
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	Finance Dept Use Only Available Balance: After Transfer	Date of Balance
2040	54010		BUILDING IMPROVEMENTS	$ 68,363.00	8,112,759.27	8,044,396.27	6/22/26
			Total	$ 68,363.00			

To: 1200 (Company #)

NURSING SERVICES
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	Finance Dept Use Only Available Balance: After Transfer	Date of Balance
2050	54110		EQUIPMENT AND MACHINERY	$ 68,363.00	4,500.00	72,863.00	6/22/26
			Total	$ 68,363.00			

Reason for Request:

Move Monies to allow for Nursing Department to purchase new EZ Way lifts and stands,due to parts for lifts and stands are obsolete (FY26)

Signature on File
Department Head — Date 6/22/26

Signature on File
Chief Financial Officer — Date 6/24/26

Activity _____ (optional)

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 26 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

HS - 7/7/26
FIN/CB - 7/14/26

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 26-1897 **Agenda Date:** 7/7/2026 **Agenda #:** 10.A.

consent
HS 7/7
CB 7/14

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

Date: Jun 15, 2026

File ID #:

Purchase Order #: 7470	**Original Purchase Order Date:** Oct 22, 2024	**Change Order #:** 5	**Department:** Community Services Weatherization
Vendor Name: My Green House HVAC, LLC		**Vendor #:** 45320	**Dept. Contact:** Gina Strafford-Ahmed
Action Requested and Reason for Change Order Request:	To close the contract as it expired on 11/30/2025		

IN ACCORDANCE WITH 720 ILCS 5/33E-9

☐ (A) Were not reasonably foreseeable at the time the contract was signed.

☒ (B) The change is germane to the original contract as signed.

☐ (C) Is in the best interest for the County of DuPage and authorized by law.

	INCREASE/DECREASE	
A	Starting Contract Value	$866,434.00
B	Net $ Change for Previous Change Order	($50,000.00)
C	Current Contract Amount (A + B)	$816,434.00
D	Amount of this Change Order ☐ Increase ☒ Decrease	($746,395.08)
E	New Contract Amount (C + D)	$70,038.92
F	Cumulative Change Order Amount (B + D)	($796,395.08)
G	Cumulative Percent of all Change Orders (B+D/A); *(60% maximum on construction contracts)*	-91.92%

DECISION MEMO NOT REQUIRED - *Check Applicable Box(es)*

☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (≤59 Days) ☐ Update Budget Code

☐ Change Budget Code From: _____ to: _____

☐ Increase/Decrease Quantity From: _____ to: _____

☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines

☒ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - *Check Applicable Box(es) and Fill In All Answers Below*

☐ Contract Extension Greater Than 59 Days From _____ to: _____ ☐ Cancel Contract

☐ Cumulative Increase Greater Than $10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

APPROVALS - *Initials Only*

DK	6164	Jun 15, 2026		6/9/2	6/15/26
Prepared By	Phone Ext.	Date	Recommended for Approval	Phone Ext.	Date
	6/17/2026				
Reviewed by Procurement Officer	Date		Completed by Buyer		Date

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 26-1898 **Agenda Date:** 7/7/2026 **Agenda #:** 10.B.

consent
HS 7/7
CB 7/14

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

Date: Jun 15, 2026

File ID #:

Purchase Order #: 7432	**Original Purchase Order Date:** Oct 22, 2024	**Change Order #:** 3	**Department:** Community Services Weatherization
Vendor Name: Arcos Environmental Services		**Vendor #:** 12953	**Dept. Contact:** Gina Strafford-Ahmed
Action Requested and Reason for Change Order Request:	To close the contract as it expired on 11/30/2025		

IN ACCORDANCE WITH 720 ILCS 5/33E-9

☐ (A) Were not reasonably foreseeable at the time the contract was signed.

☒ (B) The change is germane to the original contract as signed.

☐ (C) Is in the best interest for the County of DuPage and authorized by law.

	INCREASE/DECREASE	
A	Starting Contract Value	$866,434.00
B	Net $ Change for Previous Change Order	
C	Current Contract Amount (A + B)	$866,434.00
D	Amount of this Change Order ☐ Increase ☒ Decrease	($757,175.71)
E	New Contract Amount (C + D)	$109,258.29
F	Cumulative Change Order Amount (B + D)	($757,175.71)
G	Cumulative Percent of all Change Orders (B+D/A); *(60% maximum on construction contracts)*	-87.39%

DECISION MEMO NOT REQUIRED - *Check Applicable Box(es)*

☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (≤59 Days) ☐ Update Budget Code

☐ Change Budget Code From: _____ to: _____

☐ Increase/Decrease Quantity From: _____ to: _____

☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines

☒ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - *Check Applicable Box(es) and Fill In All Answers Below*

☐ Contract Extension Greater Than 59 Days From _____ to: _____ ☐ Cancel Contract

☐ Cumulative Increase Greater Than $10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

APPROVALS - *Initials Only*

DK	6164	Jun 15, 2026		6/15	6/15/26
Prepared By	Phone Ext.	Date	Recommended for Approval	Phone Ext.	Date
	6/17/2026				
Reviewed by Procurement Officer	Date		Completed by Buyer		Date

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 26-1899 **Agenda Date:** 7/7/2026 **Agenda #:** 10.C.

consent
HS 7/7
CB 7/14

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

Date: Jun 15, 2026

File ID #:

Purchase Order #: 7431	**Original Purchase Order Date:** Oct 22, 2024	**Change Order #:** 13	**Department:** Community Services Weatherization
Vendor Name: Healthy Air Heating & Air Inc		**Vendor #:** 14166	**Dept. Contact:** Gina Strafford-Ahmed
Action Requested and Reason for Change Order Request:	To close the contract as it expired on 11/30/2025		

IN ACCORDANCE WITH 720 ILCS 5/33E-9

☐ (A) Were not reasonably foreseeable at the time the contract was signed.

☒ (B) The change is germane to the original contract as signed.

☐ (C) Is in the best interest for the County of DuPage and authorized by law.

	INCREASE/DECREASE	
A	Starting Contract Value	$866,434.00
B	Net $ Change for Previous Change Order	$90,000.00
C	Current Contract Amount (A + B)	$956,434.00
D	Amount of this Change Order ☐ Increase ☒ Decrease	($25,131.96)
E	New Contract Amount (C + D)	$931,302.04
F	Cumulative Change Order Amount (B + D)	$64,868.04
G	Cumulative Percent of all Change Orders (B+D/A); *(60% maximum on construction contracts)*	7.49%

DECISION MEMO NOT REQUIRED - *Check Applicable Box(es)*

☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (≤59 Days) ☐ Update Budget Code

☐ Change Budget Code From: _____ to: _____

☐ Increase/Decrease Quantity From: _____ to: _____

☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines

☒ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - *Check Applicable Box(es) and Fill In All Answers Below*

☐ Contract Extension Greater Than 59 Days From _____ to: _____ ☐ Cancel Contract

☐ Cumulative Increase Greater Than $10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

APPROVALS - *Initials Only*

DK	6164	Jun 15, 2026		6152	6/15/26
Prepared By	Phone Ext.	Date	Recommended for Approval	Phone Ext.	Date
	6/17/2026				
Reviewed by Procurement Officer	Date		Completed by Buyer		Date

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 26-1900 **Agenda Date:** 7/7/2026 **Agenda #:** 10.D.

consent
HS 7/7
CB 7/14

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

Date: Jun 17, 2026

File ID #:

Purchase Order #: 7790	**Original Purchase Order Date:** Jul 1, 2025	**Change Order #:** 4	**Department:** Community Services
Vendor Name: Arcos Environmental Services		**Vendor #:** 12953	**Dept. Contact:** Gina Strafford-Ahmed
Action Requested and Reason for Change Order Request:	Extend the PO expiration date to 11/30/2026 as the Wex DOE grant 25-401028 is extended to 09/30/2026.		

IN ACCORDANCE WITH 720 ILCS 5/33E-9

☒ (A) Were not reasonably foreseeable at the time the contract was signed.

☐ (B) The change is germane to the original contract as signed.

☐ (C) Is in the best interest for the County of DuPage and authorized by law.

	INCREASE/DECREASE	
A	Starting Contract Value	$135,000.00
B	Net $ Change for Previous Change Order	$101,206.00
C	Current Contract Amount (A + B)	$236,206.00
D	Amount of this Change Order ☐ Increase ☐ Decrease	
E	New Contract Amount (C + D)	$236,206.00
F	Cumulative Change Order Amount (B + D)	$101,206.00
G	Cumulative Percent of all Change Orders (B+D/A); *(60% maximum on construction contracts)*	74.97%

DECISION MEMO NOT REQUIRED - *Check Applicable Box(es)*

☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (≤59 Days) ☐ Update Budget Code

☐ Change Budget Code From: see change noted above to:

☐ Increase/Decrease Quantity From: to:

☐ Price Shows: should be:

☐ Move Funds Between Lines

☐ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - *Check Applicable Box(es) and Fill In All Answers Below*

☒ Contract Extension Greater Than 59 Days From Jun 30, 2026 to: Nov 30, 2026 ☐ Cancel Contract

☐ Cumulative Increase Greater Than $10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Federal Grant extended 90 days.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

Bid # 24-099-WEX

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1. Extend PO to allow grant to be spent out and meet grant deliverables.
2. Do not extend PO and grant will not meet Federal guidelines nor deliverables.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

5000-1430; no change to contract amount.

APPROVALS - *Initials Only*

DK	6164	Jun 17, 2026	GSA	6444	Jun 17, 2026
Prepared By	Phone Ext.	Date	Recommended for Approval	Phone Ext.	Date
Reviewed by Procurement Officer	6/18/2026 Date		Completed by Buyer		Date

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 26-1901 **Agenda Date:** 7/7/2026 **Agenda #:** 10.E.

consent
HS 7/7
CB 7/14

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

Date: Jun 17, 2026

File ID #:

Purchase Order #: 7792	**Original Purchase Order Date:** 07-01-25	**Change Order #:** 9	**Department:** Community Services
Vendor Name: My Green House HVAC, LLC		**Vendor #:** 45320	**Dept. Contact:** Gina Strafford-Ahmed
Action Requested and Reason for Change Order Request:	Extend the PO expiration date to 11/30/2026 as the Wex DOE grant 25-401028 is extended to 09/30/2026.		

IN ACCORDANCE WITH 720 ILCS 5/33E-9

☒ (A) Were not reasonably foreseeable at the time the contract was signed.

☐ (B) The change is germane to the original contract as signed.

☐ (C) Is in the best interest for the County of DuPage and authorized by law.

	INCREASE/DECREASE	
A	Starting Contract Value	$135,000.00
B	Net $ Change for Previous Change Order	$281,206.00
C	Current Contract Amount (A + B)	$416,206.00
D	Amount of this Change Order ☐ Increase ☐ Decrease	
E	New Contract Amount (C + D)	$416,206.00
F	Cumulative Change Order Amount (B + D)	$281,206.00
G	Cumulative Percent of all Change Orders (B+D/A); *(60% maximum on construction contracts)*	208.30%

DECISION MEMO NOT REQUIRED - *Check Applicable Box(es)*

☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (≤59 Days) ☐ Update Budget Code

☐ Change Budget Code From: _____ to: _____

☐ Increase/Decrease Quantity From: _____ to: _____

☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines

☐ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - *Check Applicable Box(es) and Fill In All Answers Below*

☒ Contract Extension Greater Than 59 Days From 6/30/2026 to: 11/30/2026 ☐ Cancel Contract

☐ Cumulative Increase Greater Than $10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Federal Grant extended 90 days.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

Bid # 24-099-WEX

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1. Extend PO to allow grant to be spent out and meet grant deliverables.
2. Do not extend PO and grant will not meet Federal guidelines nor deliverables.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

5000-1430; no change to contract amount.

APPROVALS - *Initials Only*

DK	6164	Jun 17, 2026	GSA	6444	Jun 17, 2026
Prepared By	Phone Ext.	Date	Recommended for Approval	Phone Ext.	Date
[signature]	6/18/2026				
Reviewed by Procurement Officer	Date		Completed by Buyer		Date

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 26-1902 **Agenda Date:** 7/7/2026 **Agenda #:** 10.F.

Consent
HS 7/7
CB 7/14

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

Date: Jun 17, 2026

File ID #:

Purchase Order #: 7791	**Original Purchase Order Date:** 07-01-25	**Change Order #:** 11	**Department:** Community Services
Vendor Name: Healthy Air Heating & Air, Inc.		**Vendor #:** 14166	**Dept. Contact:** Gina Strafford-Ahmed
Action Requested and Reason for Change Order Request:	Extend the PO expiration date to 11/30/2026 as the Wex DOE grant 25-401028 is extended to 09/30/2026.		

IN ACCORDANCE WITH 720 ILCS 5/33E-9

☒ (A) Were not reasonably foreseeable at the time the contract was signed.

☐ (B) The change is germane to the original contract as signed.

☐ (C) Is in the best interest for the County of DuPage and authorized by law.

	INCREASE/DECREASE	
A	Starting Contract Value	$135,000.00
B	Net $ Change for Previous Change Order	$807,473.00
C	Current Contract Amount (A + B)	$942,473.00
D	Amount of this Change Order ☐ Increase ☐ Decrease	
E	New Contract Amount (C + D)	$942,473.00
F	Cumulative Change Order Amount (B + D)	$807,473.00
G	Cumulative Percent of all Change Orders (B+D/A); *(60% maximum on construction contracts)*	598.13%

DECISION MEMO NOT REQUIRED - *Check Applicable Box(es)*

☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (≤59 Days) ☐ Update Budget Code

☐ Change Budget Code From: _____ to: _____

☐ Increase/Decrease Quantity From: _____ to: _____

☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines

☐ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - *Check Applicable Box(es) and Fill In All Answers Below*

☒ Contract Extension Greater Than 59 Days From 6/30/2026 to: 11/30/2026 ☐ Cancel Contract

☐ Cumulative Increase Greater Than $10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Federal Grant extended 90 days.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

Bid # 24-099-WEX

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1. Extend PO to allow grant to be spent out and meet grant deliverables.
2. Do not extend PO and grant will not meet Federal guidelines nor deliverables.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

5000-1430; no change to contract amount.

APPROVALS - *Initials Only*

DK	6164	Jun 17, 2026	GSA	6444	Jun 17, 2026
Prepared By	Phone Ext.	Date	Recommended for Approval	Phone Ext.	Date
[signature]	6/18/2026				
Reviewed by Procurement Officer	Date		Completed by Buyer		Date

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 26-1903 **Agenda Date:** 7/7/2026 **Agenda #:** 9.D.1.

DUPAGE COUNTY
GOVERNMENT

Grant Proposal Notification

GPN Number: 024-26
(Completed by Finance Department)

Date of Notification: 06/04/2026
(MM/DD/YYYY)

Parent Committee Agenda Date: 07/07/2026
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 03/31/2026
(MM/DD/YYYY)

Name of Grant: 2025 HUD Continuum of Care Program Competition-Planning PY27

Name of Grantor: U.S. Department of Housing and Urban Development

Originating Entity: _____
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Community Services

Department Contact: Joan Fox, Administrator Housing Supports & Self Sufficiency, 6426
(Name, Title, and Extension)

Parent Committee: HHS

Grant Amount Requested: $ 328,070.00

Type of Grant: Project/Continuation
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant: ☐ Yes ☑ No

Source of Grant: ☑ Federal ☐ State ☐ Private ☐ Corporate

If Federal, provide CFDA: 14.267 If State, provide CSFA: _____

DUPAGE COUNTY
GOVERNMENT

Grant Proposal Notification

1. Justify the department's need for this grant.

   A grant received from US Department of Housing and Urban Development through the 2025 Continuum of Care Competition for the purpose of assisting the Continuum of Care with planning activities. These activities are: coordination of activities within the Continuum, evaluation and monitoring of Continuum projects, participating in the Consolidated Planning process of DuPage County, applying for future funds with the HUD competitive process and activities related to the application, development of a Continuum system, and undertaking HUD required compliance activities.

2. Based on the County's Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.

   Safe Community: The planning grant assists the Continuum of Care (CoC) to maintain a strong governance, strong data and strong projects to lead us to our goal of ending homelessness.
   Community Well-Being: The planning grant supports efforts like the Coordinated Entry System which outreaches to and connects our vulnerable residents to needed resources.
   Fiscal Responsibility: The planning grant helps the CoC plan and prioritize projects in a consolidated application to HUD's Progam Competition.

3. What is the period covered by the grant? 11/01/2026 (MM/DD/YYYY) to: 10/31/2027 (MM/DD/YYYY)

   3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

   3.1.1. _____ (MM/YY) and _____ (Duration)

4. Will the County provide "seed" or startup funding to initiate grant project? (Yes or No) No

   4.1. If yes, please identify the Company-Accounting Unit used for the funding _____

5. If grant is awarded, how is funding received? (select one):

   5.1. Prior to expenditure of costs (lump-sum reimbursement upfront) ☐

   5.2. After expenditure of costs (reimbursement-based) ☑

Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) Yes

6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.

6.1.1. Total salary $286,471.00 Percentage covered by grant 43%

6.1.2. Total fringe benefits $114,373.00 Percentage covered by grant 39%

6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): _____

6.1.3.1. If yes, which ones are disallowed?

6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?

5000-1470, 5000-1760, 1000-1750

6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No

6.2.1. If yes, how many new positions will be created?

6.2.1.1. Full-time _____ Part-time _____ Temporary _____

6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit? _____ (Yes or No)

6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?



Grant Proposal Notification

6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No) No

6.3.1. If yes, please answer the following:

6.3.1.1. How many years beyond the grant term? _____

6.3.1.2. What Company-Accounting Unit(s) will be used? _____

6.3.1.3. Total annual salary _____

6.3.1.4. Total annual fringe benefits _____

7. Does the grant allow for direct administrative costs? (Yes or No) No

7.1. If yes, please answer the following:

7.1.1. Total estimated direct administrative costs for project _____

7.1.2. Percentage of direct administrative costs covered by grant _____

7.1.3. What percentage of the grant total is the portion covered by the grant _____

8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost? 49%

9. Are matching funds required? (Yes or No): Yes

9.1. If yes, please answer the following:

9.1.1. What percentage of match funding is required by granting entity? 25%

9.1.2. What is the dollar amount of the County's match? $82,018.00



Grant Proposal Notification

9.1.3. What Company-Accounting Unit(s) will provide the matching requirement? 1000 1750

10. What amount of funding is already allocated for the project? $0.00

10.1. If allocated, in what Company-Accounting Unit are the funds located? _____

10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No): No

11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? $410,088.00