



# DU PAGE COUNTY

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

## Judicial and Public Safety Committee

### Final Regular Meeting Agenda

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Tuesday, August 6, 2024

8:00 AM

County Board Room

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1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CHAIR REMARKS - CHAIR EVANS

5. APPROVAL OF MINUTES

5.A. [24-2088](#)

Judicial and Public Safety Committee - Regular Meeting Minutes - Tuesday, July 2, 2024.

6. ACTION ITEMS

6.A. [JPS-CO-0008-24](#)

Amendment to Purchase Order 6879-0001 SERV, issued to Monterrey Security, to increase contract in the amount of \$150,000 for increased security services at the DuPage County Health Department, for a new contract total amount of \$1,518,375, an increase of 10.96%. (Office of Homeland Security and Emergency Management)

6.B. [24-2094](#)

Currie Motors - P.O. 5670-0001 SERV - This purchase order is decreasing in the amount of \$40,160 and closing due to expiration of the contract. (Office of Homeland Security and Emergency Management)

6.C. [24-2095](#)

Universal Protection SVC, LP - P.O. 4319-0001 SERV - This purchase order is decreasing in the amount of \$42,331.84 and closing due to expiration of the contract. (Office of Homeland Security and Emergency Management)

6.D. [24-2096](#)

Monterrey Security Consultants - P.O. 6234-0001 SERV - This purchase order is decreasing in the amount of \$66,267.41 and closing due to expiration of the contract. (Office of Homeland Security and Emergency Management)

## 7. PROCUREMENT REQUISITIONS

### 7.A. [JPS-P-0021-24](#)

Recommendation for the approval of a contract purchase order to National Association of State Head Injury Administrators, for developing and implementing an online, on demand, brain injury training designed to provide education to the DuPage VTC team, for the period of July 1, 2024 through March 31, 2025, for a total contract amount not to exceed \$52,250. Sole Source per DuPage Ordinance, Section 2-350. (Grant-Funded) (Probation and Court Services)

### 7.B. [JPS-P-0022-24](#)

Recommendation for the approval of a contract purchase order issued to Stock Enterprises, LLC, for the purchase of Grappler Police Bumper Kits and training, for the Sheriff's Office, for the period of August 13, 2024 through August 12, 2025, for a contract total not to exceed \$31,000. Pursuant to 55 ILCS 5/5-1022 (c) not suitable for competitive bids - Sole Source. (Sheriff's Office)

### 7.C. [JPS-P-0023-24](#)

Recommendation for the approval of a contract purchase order issued to Untethered Labs, Inc., for the purchase of the GateKeeper System, for the Sheriff's Office, for the period of August 13, 2024 through August 12, 2025, for a contract total amount not to exceed \$61,980. Sole Source. (Sheriff's Office)

## 8. RESOLUTIONS

### 8.A. [FI-R-0123-24](#)

Acceptance and appropriation of the National Forensic Science Improvement Program Grant PY23 - Inter-Governmental Agreement No. 723503, Company 5000 - Accounting Unit 4520, \$75,000. (Sheriff's Office)

### 8.B. [FI-R-0129-24](#)

Acceptance and appropriation of the U.S. Department of Justice - Bureau of Justice Assistance, Veterans Treatment Court Innovations Program, Grant Program PY24, Award Number 2019-VC-BX-K003, Company 5000 - Accounting Unit 6155, \$67,650. (Probation & Court Services)

## 9. BUDGET TRANSFERS

### 9.A. [24-2089](#)

Budget Transfers needed to realign budget to actual expenditures at grant end which was June 30, 2024 in the amount of \$42,420. (State's Attorney's Office)

9.B. [24-2091](#)

Transfer of funds from account no. 1000-4130-54120 (Automotive Equipment) to account nos. 1000-4130-50000, 51030, 51000, 51010 and 51040 (Salaries, Employer Share Social Security, Benefit Payments, I.M.R.F., Employee Med & Hosp Insurance) in the amount of \$54,983 to add a Division Assistant as the case load has increased. (Coroner's Office)

9.C. [24-2092](#)

Transfer of funds from account no. 1000-1180-53828 (Contingencies) to 1000-5900-53820 (Grant Services - Domestic Relations) in the amount of \$22,328 for an invoice for Domestic Relations Legal Charities. (18th Judicial Circuit Court)

9.D. [24-2093](#)

Transfer of funds from account no. 1000-6300-50000 (Regular Salaries) to account no. 1000-6300-53090 (Other Professional Services) in the amount of \$40,000 due to unanticipated usage in this line. (Public Defender's Office)

**10. INFORMATIONAL**10.A. [24-2097](#)

Informational - Public Defender's Office Monthly Statistical Report - June 2024. (Public Defender's Office)

**11. BUDGET PRESENTATIONS**

11.A. DuPage County State's Attorney's Office - Robert Berlin

11.B. DuPage County Public Defender's Office - Jeff York

**12. OLD BUSINESS****13. NEW BUSINESS****14. ADJOURNMENT**



# Minutes

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #: 24-2088**

**Agenda Date: 8/6/2024**

**Agenda #: 5.A.**

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# DU PAGE COUNTY

421 N. COUNTY FARM ROAD  
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## Judicial and Public Safety Committee Final Summary

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**Tuesday, July 2, 2024**

**8:00 AM**

**County Board Room**

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**1. CALL TO ORDER**

8:00 AM meeting was called to order by Vice Chair Grant Eckhoff at 8:05 AM.

**2. ROLL CALL**

Remote attendee: Member Liz Chaplin

Other Board Members in attendance: Member Paula Garcia

Staff in attendance: Nick Kottmeyer (Chief Administrative Officer), Joan Olson (Chief Communications Officer), Conor McCarthy (Assistant State's Attorney), Jason Blumenthal (Assistant Director of Operations), Suzanne Armstrong (Court Administrator), Robert McEllin (Chief of Administration - State's Attorney's Office), Barbara Reynolds (Deputy Chief Assistant State's Attorney), Nick Alfonso (Assistant State's Attorney), Jeff Martynowicz (Chief Financial Officer), Valerie Calvente (Chief Procurement Officer), Henry Kocker (Buyer), Evan Shields (Public Information Officer), Robert McEllin (Director - Probation and Court Services), Edmond Moore (Undersheriff), Dan Bilodeau (Deputy Chief - Sheriff's Office), John Putnam (Commander - Sheriff's Office) and Mark Garcia (Chief - Sheriff's Office).

Presenters: Craig Dieckman, Director - Office of Homeland Security and Emergency Management and Robert Berlin, DuPage County State's Attorney

<b>PRESENT</b>	Childress, DeSart, Eckhoff, Gustin, Krajewski, Schwarze, Tornatore, Zay, and Yoo
<b>ABSENT</b>	Evans, and Ozog
<b>REMOTE</b>	Chaplin

**MOTION TO ALLOW REMOTE PARTICIPATION**

Member DeSart moved, seconded by Member Schwarze, to allow Member Chaplin to participate remotely.

The motion was approved on a voice vote, all "ayes".

**3. PUBLIC COMMENT**

No public comment was offered.

**4. VICE CHAIR REMARKS - VICE CHAIR ECKHOFF**

Vice Chair Eckhoff did not offer any comments.

**5. APPROVAL OF MINUTES**

5.A. [24-1886](#)

Judicial and Public Safety Committee - Regular Meeting Minutes - Tuesday, June 18, 2024.

The motion was approved on a voice vote, all "ayes".

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Sam Tornatore
<b>SECONDER:</b>	Yeena Yoo

**6. PROCUREMENT REQUISITIONS**

6.A. [JPS-P-0019-24](#)

Recommendation for the approval of a contract purchase order issued to CloudGavel, LLC, for the implementation and annual service of the Warrant Management System, for the Sheriff's Office, for the period of July 10, 2024 through July 9, 2029, for a contract total amount not to exceed \$652,500; per bid 24-075-SHF. (Sheriff's Office)

Member DeSart asked for an explanation of what CloudGavel is and whether the contract amount is for the five-year period or for each year individually. Commander John Putnam explained that this warrant management system will replace the current system they are using that is outdated. Chief Mark Garcia explained that this system is used to store over 50,000 warrants for the County. Member DeSart then inquired if training is part of the system or if it is extra. Chief Garcia explained that training is included in the implementation of the system. Member Yoo then commented that the Technology Committee has been awaiting the implementation of this new warrant management system and they are looking forward to the conversion from the current system.

The motion was approved on a voice vote, all "ayes".

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Yeena Yoo
<b>SECONDER:</b>	Jim Zay

6.B. [JPS-P-0020-24](#)

Recommendation for the approval of a contract to Lauren McLaughlin, as a Recovery Coach Coordinator to work with Serenity House and PATH to Recovery, Coaches, Probation, and other Stakeholders to provide services to the participants in the program, for the period July 9, 2024 through July 8, 2025, for a contract total amount not to exceed \$37,500. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-353(1)(b). (Probation and Court Services) (Grant Funded)

Member Yoo inquired as to approximately how many clients Ms. McLaughlin will work with and is there anticipated to be an increase in the number of people she serves. Robert McEllin, Director of Probation and Court Services, explained that Ms. McLaughlin will

be supervising approximately 15 recovery coaches that work with participants of both the Drug and Veterans Courts.

The motion was approved on a voice vote, all "ayes".

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Patty Gustin
<b>SECONDER:</b>	Brian Krajewski

7. RESOLUTIONS

7.A. [FI-R-0113-24](#)

Acceptance and appropriation of the ILDCFS Children's Advocacy Center Grant PY25 - Intergovernmental Agreement No. 3871779025, Company 5000 - Accounting Unit 6580, \$346,127. (State's Attorney's Office)

The motion was approved on a voice vote, all "ayes".

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Yeena Yoo

7.B. [FI-R-0114-24](#)

Acceptance and appropriation of the Victims of Crime Act - Child Advocacy Center Services Program Grant PY25 - Agreement No. 222003, Company 5000 - Accounting Unit 6600, \$67,740. (State's Attorney's Office)

The motion was approved on a voice vote, all "ayes".

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Patty Gustin
<b>SECONDER:</b>	Yeena Yoo

7.C. [FI-R-0115-24](#)

Acceptance and appropriation of the Illinois Family Violence Coordinating Council Grant PY25 - Intergovernmental Agreement No. 322518, Company 5000 - Accounting Unit 6000, \$49,000. (18th Judicial Circuit Court)

The motion was approved on a voice vote, all "ayes".

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Yeena Yoo
<b>SECONDER:</b>	Brian Krajewski

7.D. [FI-R-0117-24](#)

Acceptance and appropriation of the Tobacco Enforcement Program Grant PY25 - Intergovernmental Agreement No. 43CDZ03636, Company 5000 - Accounting Unit 4495, \$7,172. (Sheriff's Office)

The motion was approved on a voice vote, all "ayes".

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Patty Gustin
<b>SECONDER:</b>	Dawn DeSart

7.E. [FI-R-0118-24](#)

Acceptance and appropriation of the Donated Funds Initiative Program Grant PY25 - Intergovernmental Agreement No. FCSDJ00210, Company 5000 - Accounting Unit 6560, \$103,119. (State's Attorney's Office)

The motion was approved on a voice vote, all "ayes".

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Patty Gustin
<b>SECONDER:</b>	Yeena Yoo

8. BUDGET TRANSFERS

8.A. [24-1900](#)

Transfer of funds from account no. 1000-4400-53400 (rental of office space) to account no. 1000-4400-54000-0700 (building leases) in the amount of \$124,580, necessary due to new accounting treatment for lease. (Sheriff's Office)

The motion was approved on a voice vote, all "ayes".

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Yeena Yoo
<b>SECONDER:</b>	Brian Krajewski

9. INFORMATIONAL

9.A. [24-1887](#)

Informational - Public Defender's Office Monthly Statistical Report - May 2024. (Public Defender's Office)

The motion was approved on a voice vote, all "ayes".

<b>RESULT:</b>	ACCEPTED AND PLACED ON FILE
<b>MOVER:</b>	Patty Gustin
<b>SECONDER:</b>	Dawn DeSart

10. PRESENTATIONS

10.A. Office of Homeland Security and Emergency Management FY25 Budget Presentation - Craig Dieckman, Director

Craig Dieckman, Director of the Office of Homeland Security and Emergency Management, presented the FY25 Budget Request on behalf of his agency (OHSEM). He informed the



Committee members that a copy of his presentation would be emailed to them following the meeting. Director Dieckman provided an overview of the variances for the reimbursements and expenses being requested for FY25 as compared to the actual amounts adopted in FY24. He then commented that the consolidated budget request for FY25 is 1% less than in FY24. He concluded his presentation by stating that, in regard to the FY24 expenses, he anticipates finishing as budgeted. At this time, Director Dieckman asked if there were any questions.

Member Krajewski requested a more detailed budget report which reflects not only the actual dollar amounts, but the budgeted amounts as well. Jason Blumenthal responded to his feedback and assured him that this additional information will be included on all future budget reports. Member Garcia inquired whether or not Campus Security will be providing security services in the Judicial Building. Chief Administrative Officer Nick Kottmeyer explained that all security services for this building are provided by the Sheriff's Office, not Campus Security.

#### 10.B. Domestic Violence Statistics Update - Robert Berlin, State's Attorney

DuPage County State's Attorney Robert Berlin provided an update on domestic violence cases both prior to and after September 18, 2023, the date in which the Pretrial Fairness Act portion of the SAFE-T Act went into effect. These cases include domestic battery (bodily harm), domestic battery (physical contact) and VOOB (violation of Order of Protection). Initially, Mr. Berlin reviewed the conditions that must be present in order to detain an offender. He then compared data on the number of arrests and the number of petitions filed and granted for these types of cases for two time periods: September 18, 2023 through April 28, 2024 and April 29, 2024 through June 25, 2024. The April 28, 2024 date is significant as that is when the State's Attorney's Office instituted a new policy which added staff to cover evening shifts as well as First Appearance Court on weekends. These individuals handle domestic violence intake calls from police which provide information about the case, as well as the offender's background, which is needed to prepare a Petition. Mr. Berlin stated that, according to a study published by Loyola University on April 24, 2024, DuPage County surpasses the surrounding counties that have dashboards with the highest percentage of offenders being detained. Mr. Berlin concluded his presentation by recognizing his staff for their outstanding work. At this time, questions and comments were brought forth by Members Zay, Yoo, DeSart, Chaplin and Tornatore. Topics discussed included: ways to increase percentage of offenders detained, repeat offenders, victim cooperation and changes to Orders of Protection.

#### 11. OLD BUSINESS

Member DeSart extended her thanks to Dr. Richard Jorgensen, the DuPage County Coroner and Chris Hoff, Deputy Director of the DuPage County Health Department, for presenting last week at the District 5 meeting.

#### 12. NEW BUSINESS

No new business was offered.

#### 13. ADJOURNMENT

With no further business, Member Schwarze moved, seconded by Member Zay, to adjourn the meeting at 8:50 AM. The next meeting is scheduled for Tuesday, August 6, 2024 at 8:00 AM.



## Judicial/Public Safety Change Order with Resolution

421 N. COUNTY FARM  
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**File #:** JPS-CO-0008-24

**Agenda Date:** 8/6/2024

**Agenda #:** 6.A.

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AMENDMENT TO PURCHASE ORDER 6879-0001 SERV  
ISSUED TO MONTERREY SECURITY  
TO INCREASE SECURITY SERVICES AT THE  
DU PAGE COUNTY HEALTH DEPARTMENT  
(INCREASE CONTRACT \$150,000)

WHEREAS, Purchase Order 6879-0001 SERV was issued to Monterrey Security on March 1, 2024, by the Procurement Department; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for a Change Order to amend Purchase Order 6879-0001 SERV, issued to Monterrey Security, to increase security services at the DuPage County Health Department and increase the contract by \$150,000, resulting in an amended contract total of \$1,518,375, an increase of 10.96%.

NOW, THEREFORE, BE IT RESOLVED, that the County Board adopt the Change Order Notice to Purchase Order 6879-0001 SERV, issued to Monterrey Security, to increase security services at the DuPage County Health Department and increase the contract by \$150,000, resulting in an amended contract total of \$1,518,375, an increase of 10.96%.

Enacted and approved this 13<sup>th</sup> day of August, 2024 at Wheaton, Illinois.

\_\_\_\_\_  
DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK



# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Jul 17, 2024

MinuteTraq (IQM2) ID #: JPS-CO-0008-24

<b>Purchase Order #:</b> 6879-0001	<b>Original Purchase Order Date:</b> Mar 1, 2024	<b>Change Order #:</b> 2	<b>Department:</b> OHSEM/Security
<b>Vendor Name:</b> Monterrey Security		<b>Vendor #:</b> 37860	<b>Dept Contact:</b> Keith Briggs
<b>Background and/or Reason for Change Order Request:</b>	Increase contract to cover Security Services at Health Department.		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- (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	\$1,368,375.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$1,368,375.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$150,000.00
E	New contract amount (C + D)	\$1,518,375.00
F	Percent of current contract value this Change Order represents (D / C)	10.96%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	10.96%
<b>DECISION MEMO NOT REQUIRED</b>		

- Cancel entire order
- Close Contract
- Contract Extension (29 days)
- Consent Only
- Change budget code from: \_\_\_\_\_ to: \_\_\_\_\_
- Increase/Decrease quantity from: \_\_\_\_\_ to: \_\_\_\_\_
- Price shows: \_\_\_\_\_ should be: \_\_\_\_\_
- Decrease remaining encumbrance and close contract
- Increase encumbrance and close contract
- Decrease encumbrance
- Increase encumbrance

### DECISION MEMO REQUIRED

- Increase (greater than 29 days) contract expiration from: \_\_\_\_\_ to: \_\_\_\_\_
- Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount  Funding Source \_\_\_\_\_
- OTHER - explain below: \_\_\_\_\_

KJB	5275	Jul 17, 2024		2916	7/22/2024
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date

REVIEWED BY (Initials Only)			
Buyer	Date	Procurement Officer	Date
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date



# Decision Memo

## Procurement Services Division

This form is required for all Professional Service Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Date: Jul 15, 2024

File ID #: JPS-CO-0008-24

Purchase Order #: 6879

Requesting Department: OHSEM/SECURITY	Department Contact: CRAIG DIECKMAN
Contact Email: CRAIG.DIECKMAN@DUPAGECOUNTY.GOV	Contact Phone: 630-407-2916
Vendor Name: MONTERREY SECURITY	Vendor #: 37860

**Action Requested** - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Increase contract to cover Security Services at Health Department.

**Summary Explanation/Background** - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

To provide additional services to the Health Department to accommodate the additional security needs related to the construction and to adequately serve the clients arriving and departing for services.

**Original Source Selection/Vetting Information** - Describe method used to select source.

RFP #22-015-OHSEM

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1. To approve the contract to provide services.
2. No change to security coverage.

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

FY24 - \$103,126.92  
 FY25 - \$38,062.68  
 Plus overtime, if required.  
 DCHD reimburses County for security services at its Facilities.



## Change Order

421 N. COUNTY FARM  
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**File #:** 24-2094

**Agenda Date:** 8/6/2024

**Agenda #:** 6.B.

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# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Jul 15, 2024

MinuteTraq (IQM2) ID #: 24-2094

<b>Purchase Order #:</b> 5670	<b>Original Purchase Order Date:</b> Feb 15, 2022	<b>Change Order #:</b> 1	<b>Department:</b> OHSEM/SECURITY
<b>Vendor Name:</b> CURRIE MOTORS FRANKFORT INC		<b>Vendor #:</b> 12434	<b>Dept Contact:</b> Craig Dieckman
<b>Background and/or Reason for Change Order Request:</b> CLOSE PO. Contract has expired (11/30/2022).			
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- (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 <span style="float: right;">\$40,160.00</span>
B	Net \$ change for previous Change Orders <span style="float: right;">\$0.00</span>
C	Current contract amount (A + B) <span style="float: right;">\$40,160.00</span>
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease <span style="float: right;">(\$40,160.00)</span>
E	New contract amount (C + D) <span style="float: right;">\$0.00</span>
F	Percent of current contract value this Change Order represents (D / C) <span style="float: right;">-100.00%</span>
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) <span style="float: right;">-100.00%</span>

### DECISION MEMO NOT REQUIRED

- Cancel entire order
- Close Contract
- Contract Extension (29 days)
- Consent Only
- Change budget code from: \_\_\_\_\_ to: \_\_\_\_\_
- Increase/Decrease quantity from: \_\_\_\_\_ to: \_\_\_\_\_
- Price shows: \_\_\_\_\_ should be: \_\_\_\_\_
- Decrease remaining encumbrance and close contract
- Increase encumbrance and close contract
- Decrease encumbrance
- Increase encumbrance

### DECISION MEMO REQUIRED

- Increase (greater than 29 days) contract expiration from: \_\_\_\_\_ to: \_\_\_\_\_
- Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount  Funding Source \_\_\_\_\_
- OTHER - explain below:

HTK	6138	Jul 15, 2024		2916	7/15/2024
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date

### REVIEWED BY (Initials Only)

Buyer	Date	Procurement Officer	Date
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date



## Change Order

421 N. COUNTY FARM  
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**File #:** 24-2095

**Agenda Date:** 8/6/2024

**Agenda #:** 6.C.

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Consent  
JPS 8/16  
CB 8/13



**Request for Change Order**  
**Procurement Services Division**  
 Attach copies of all prior Change Orders

Date: Jul 15, 2024  
 MinuteTraq (IQM2) ID #: 24-2095

<b>Purchase Order #:</b> 4319	<b>Original Purchase Order Date:</b> Dec 12, 2019	<b>Change Order #:</b> 5	<b>Department:</b> OHSEM/SECURITY
<b>Vendor Name:</b> UNIVERSAL PROTECTION SVC LP		<b>Vendor #:</b> 26099	<b>Dept Contact:</b> Craig Dieckman
<b>Background and/or Reason for Change Order Request:</b>	CLOSE PO. Contract has expired (02/28/2023). Decrease PO by (\$42,331.84) and close contract.		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- (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	\$2,769,721.45
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$2,769,721.45
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$42,331.84)
E	New contract amount (C + D)	\$2,727,389.61
F	Percent of current contract value this Change Order represents (D / C)	-1.53%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-1.53%

**DECISION MEMO NOT REQUIRED**

Cancel entire order     
  Close Contract     
  Contract Extension (29 days)     
  Consent Only  
 Change budget code from: \_\_\_\_\_ to: \_\_\_\_\_  
 Increase/Decrease quantity from: \_\_\_\_\_ to: \_\_\_\_\_  
 Price shows: \_\_\_\_\_ should be: \_\_\_\_\_  
 Decrease remaining encumbrance and close contract     
  Increase encumbrance and close contract     
  Decrease encumbrance     
  Increase encumbrance

**DECISION MEMO REQUIRED**

Increase (greater than 29 days) contract expiration from: \_\_\_\_\_ to: \_\_\_\_\_  
 Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount     
  Funding Source \_\_\_\_\_  
 OTHER - explain below:  
 \_\_\_\_\_

HTK	6138	Jul 15, 2024		2916	7/22/2024
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
<b>REVIEWED BY (Initials Only)</b>					
Buyer	Date	Procurement Officer	Date		
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	7/29/2024	





## Change Order

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**File #:** 24-2096

**Agenda Date:** 8/6/2024

**Agenda #:** 6.D.

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# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Jul 15, 2024

MinuteTraq (IQM2) ID #: 24-2096

<b>Purchase Order #:</b> 6234	<b>Original Purchase Order Date:</b> Mar 1, 2023	<b>Change Order #:</b> 3	<b>Department:</b> OHSEM/SECURITY
<b>Vendor Name:</b> MONTERREY SECURITY CONSULTANTS		<b>Vendor #:</b> 37860	<b>Dept Contact:</b> Craig Dieckman
<b>Background and/or Reason for Change Order Request:</b>	CLOSE PO. Contract has expired (02/29/2024). Decrease PO by \$66,267.41 and close contract.		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- (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	\$1,275,588.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$1,275,588.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$66,267.41)
E	New contract amount (C + D)	\$1,209,320.59
F	Percent of current contract value this Change Order represents (D / C)	-5.20%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-5.20%

### DECISION MEMO NOT REQUIRED

- Cancel entire order
- Close Contract
- Contract Extension (29 days)
- Consent Only
- Change budget code from: \_\_\_\_\_ to: \_\_\_\_\_
- Increase/Decrease quantity from: \_\_\_\_\_ to: \_\_\_\_\_
- Price shows: \_\_\_\_\_ should be: \_\_\_\_\_
- Decrease remaining encumbrance and close contract
- Increase encumbrance and close contract
- Decrease encumbrance
- Increase encumbrance

### DECISION MEMO REQUIRED

- Increase (greater than 29 days) contract expiration from: \_\_\_\_\_ to: \_\_\_\_\_
- Increase  $\geq$  \$2,500.00, or  $\geq$  10%, of current contract amount  Funding Source \_\_\_\_\_
- OTHER - explain below:

HTK	6138	Jul 15, 2024		2916	7/15/2024
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date

### REVIEWED BY (Initials Only)

Buyer	Date	Procurement Officer	Date
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date



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**File #:** JPS-P-0021-24

**Agenda Date:** 8/6/2024

**Agenda #:** 7.A.

---

AWARDING RESOLUTION ISSUED TO  
NATIONAL ASSOCIATION OF STATE HEAD INJURY ADMINISTRATORS  
FOR DEVELOPING AND IMPLEMENTING AN ONLINE, ON DEMAND, BRAIN INJURY TRAINING  
DESIGNED TO PROVIDE EDUCATION TO THE DUPAGE VTC TEAM  
FOR THE DEPARTMENT OF PROBATION AND COURT SERVICES  
(CONTRACT TOTAL AMOUNT \$52,250)

WHEREAS, proposals have been taken and evaluated in accordance with County Board policy; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to National Association of State Head Injury Administrators, for developing and implementing an online, on demand, brain injury training designed to provide education to the DuPage VTC team, for the period of July 1, 2024 through March 31, 2025, for the Department of Probation and Court Services.

NOW, THEREFORE BE IT RESOLVED, that said contract is for developing and implementing an online, on demand, brain injury training designed to provide education to the DuPage VTC team, for the period of July 1, 2024 through March 31, 2025 for the Department of Probation and Court Services per Sole Source Per DuPage Ordinance, Section 2-350. (Probation and Court Services), be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to National Association of State Head Injury Administrators, P.O. Box 1878, Alabaster, Alabama 35007, for a contract total amount of \$52,250.

Enacted and approved this 13th day of August, 2024 at Wheaton, Illinois.

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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**

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID #: JPS-P-0021-24	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$52,250.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 08/06/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$52,250.00
	CURRENT TERM TOTAL COST: \$52,250.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: National Association of State Head Injury Administrators	VENDOR #:	DEPT: Probation and Court Services	DEPT CONTACT NAME: Sharon Donald
VENDOR CONTACT: Rebecca Wolfkiel	VENDOR CONTACT PHONE: 717-250-6796	DEPT CONTACT PHONE #: 630-407-8413	DEPT CONTACT EMAIL: sharon.donald@dupagecounty.gov
VENDOR CONTACT EMAIL: rwolfkiel@nashia.org	VENDOR WEBSITE: www.nashia.org	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). NASHIA will support DuPage County Department of Probation and Court Services with developing a brain injury identification and support protocol for use with their client population. The project will incorporate basic brain injury training within the court's existing peer support model. This will ensure that certified peer support specialists are brain injury informed. NASHIA will also develop a brain injury informed guide on implementing the motivational interview approach. This will include components of "traditional: motivational interviewing with simple changes and strategies to ensure that it is most impactful for people with brain injury.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished NASHIA has partnered with DuPage VTC to offer us technical assistance in clinical screens, assessments and programming. NASHIA will help develop online brain injury training for team members, treatment providers, mentors and NAMI peer specialists; develop a screening protocol using the Online Brain Injury Screening and Support System to identify brain injury history and exposure; train community behavioral health professionals to conduct neuropsychological screens; send VTC members to attend the national brain injury conference; produce a brain injury informed guide for implementing Motivational Interviewing for those impacted by TBI; a product which to our knowledge does not currently exist.			

**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).

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE PROVIDER OF A LICENSED OR PATENTED GOOD OR SERVICE
<b>NECESSITY AND UNIQUE FEATURES</b>	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. NASHIA is the nation's leading consortium on the identification and treatment needs of those impacted by traumatic Brain Injury and as such are best prepared to offer guidance and assistance in the areas identified in Section 1 to our Veterans Treatment Court team.
<b>MARKET TESTING</b>	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. No knowledge the market has been tested in the past 12 months. The Online Brain Injury Screening and support System was created by NASHIA; the Online training for the VTC and mentors will be created and directed towards the needs of our VTC; NASHIA will provide the neuropsychological screening course with VTC needs in mind; NASHIA will work with our staff and others in the field to create a first of its kind Motivational Interview guide for those impacted by TBI.
<b>AVAILABILITY</b>	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. As indicated NASHIA has created the services to be utilized in this grant and will share their expertise and knowledge with our VTC.

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: National Association of State Head Injury Administrators	Vendor#:	Dept: Probation and Court Services	Division: Finance
Attn: Rebecca Wolfkiel	Email: rwolfkiel@nashia.org	Attn: Sharon Donald	Email: sharon.donald@dupagecounty.gov
Address: PO Box 1878	City: Alabaster	Address: 503 N County Farm Road	City: Wheaton
State: Alabama	Zip: 35007	State: Illinois	Zip: 60187
Phone: 717-250-6796	Fax:	Phone: 630-407-8413	Fax: 630-407-2502
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: National Association of State Head Injury Administrators	Vendor#:	Dept: Probation and Court Services	Division: Finance
Attn: Rebecca Wolfkiel	Email: rwolfkiel@nashia.org	Attn:	Email: sharon.donald@dupagecounty.gov
Address: PO Box 1878	City: Alabaster	Address: 503 N County Farm Road	City: wheaton
State: Alabama	Zip: 35007	State: Illinois	Zip: 60187
Phone: 717-250-6796	Fax:	Phone: 630-407-8413	Fax: 630-407-2502
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 1, 2024	Contract End Date (PO25): Jun 30, 2025

**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		OBISSS Subscription	FY24	5000		53806		7,150.00	7,150.00
2	1	EA		Online Training for VTC Probation Staff	FY24	5000		53610		6,325.00	6,325.00
3	1	EA		Online training for VTC Peers and Mentors & Neuropsychological Screening Course for 10 clinicians & Creation of BI Informed Motivational Interview Guide	FY24	5000		53090		12,237.50	12,237.50
4	1	EA		Online training for VTC Peers and Mentors & Neuropsychological Screening Course for 10 clinicians & Creation of BI Informed Motivational Interview Guide	FY25	5000		53090		12,237.50	12,237.50
5	1	EA		OBISSS Subscription	FY25	5000		53806		14,300.00	14,300.00
										Requisition Total	\$ 52,250.00

**FY is required, ensure the correct FY is selected.**

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
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.



## NATIONAL ASSOCIATION OF STATE HEAD INJURY ADMINISTRATORS

### Consultation Agreement

This Agreement as outlined below is effective 7/1/24 between the DuPage County, Department of Probation and Court Services and the National Association of State Head Injury Administrators (NASHIA).

#### **SCOPE OF WORK:**

The duration of the project is from 7/1/24 to 3/31/25. Activities and products may be modified with a written amendment by DuPage County and NASHIA.

NASHIA (“Contractor”) will support DuPage County Department of Probation and Court Services (“Client”) with developing a brain injury identification and support protocol for use with their participant population. Specifically, NASHIA’s Online Brain Injury Screening and Support System (OBISSS) is a brief screening tool for nonexperts to identify individuals needing support because of a history of brain injury. OBISSS also provides evidenced-based compensatory strategies customized for the individuals as well as tip sheets with strategies for the Veterans Treatment Court. These tip sheets will include simple compensatory strategies for Court staff that will help them support veterans with brain injury more effectively with the goal to ultimately increase better outcomes for the veteran in the court system.

Additionally, scholarships will be provided for 20 community treatment providers that partner with the VTC to take NASHIA’s Neuropsychological Screening Course for justice, mental health, and community-based treatment providers, so that they can assess for brain injury impairment when indicated. This three-hour, three-part course is designed for masters-level community providers, (community rehabilitation provider staff, addictions professionals, etc) who want to be able to thoroughly assess an individual with a brain injury.

Contractor will also develop and implement an online, on demand, brain injury training designed to provide education to the DuPage VTC team for insight as to what brain injury is and strategies for accommodating the challenges associated with brain injury. The project will incorporate basic brain injury training within the court’s existing peer support model. This will ensure that certified peer support specialists are brain injury informed.

Finally, Contractor will develop a brain injury informed guide on implementing the motivational interview approach. This will include components of “traditional” motivational interviewing with simple changes and strategies to ensure that it is most impactful for people with brain injury.



## NATIONAL ASSOCIATION OF STATE HEAD INJURY ADMINISTRATORS

### COMPENSATION

Contract not to exceed \$52,250 payable to NASHIA.

### TERMS OF AGREEMENT:

**Term.** This Agreement will begin 7/1/24 and will end no later than 3/31/25. The Client will receive all completed work from the Contractor as outlined in the Scope of Work.

**Termination.** Prior to the completion of the project, either party may terminate this Agreement within thirty (30) days' notice to the other party in email. Client shall only be obligated to pay the fees incurred up to the date of termination. In no event shall Client be liable for any costs incurred or Services performed after the effective date of termination as provided herein.

Either party may terminate this Agreement, effective immediately, if (i) the other party fails to maintain such party's licenses, insurances, or required certifications that are required to perform such party's duties or obligations under this Agreement, (ii) the other party breaches any representation, warranty or other term of this Agreement, (iii) Contractor is convicted of any offense punishable as a felony, (iv) the other party commits fraud, embezzlement, misappropriation or the like with respect to the other party or such party's assets.

**Assignment.** This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement or any obligations imposed hereunder without the prior written consent of the other party.

### **Confidentiality and Ownership of Documents.**

**Confidential Information.** In the performance of Services, Contractor may have access to certain information that is not generally known to others ("Confidential Information"). Contractor agrees not to use or disclose to any third party, except in the performance of Services, any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement without the prior written consent of Client. Contractor shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall Contractor disseminate any information regarding Services without the prior written consent of Client. Contractor agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Contractor under this Agreement. The terms of this Paragraph shall survive the expiration or termination of this Agreement.

**Ownership.** All records, reports, documents, and other materials prepared by Contractor in performing Services, as well as all records, reports, documents, and other materials containing Confidential Information prepared or generated as a result of this Agreement, shall at all times be and remain the property of Client. All of the foregoing items shall be delivered to Client upon demand at any time and in any event, shall be promptly delivered to

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*Assisting State government in promoting partnerships and building systems to meet the needs of individuals with brain injury and their families.*





## NATIONAL ASSOCIATION OF STATE HEAD INJURY ADMINISTRATORS

Client upon expiration or termination of the Agreement. In the event any of the above items are lost or damaged while in Contractor's possession, such items shall be restored or replaced at Contractor's expense.

**Representations and Warranties of Contractor:** Contractor represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement.

**Licensed Professionals.** Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.

**Compliance with Laws.** Contractor is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this Agreement and the performance of Services. Further, Contractor is and shall remain in compliance with all Client policies and rules, including, but not limited to, criminal background checks.

**Good Standing.** Contractor is not in default and has not been deemed by the Department to be in default under any other Agreement with the Department during the five (5) year period immediately preceding the effective date of this Agreement.

**Authorization.** In the event Contractor is an entity other than a sole proprietorship, Contractor represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Contractor is duly authorized by Contractor and has been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Contractor.

**Gratuities.** No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by or to Contractor in relation to this Agreement or as an inducement for award of this Agreement.

**Independent Contractor:** It is understood and agreed that the relationship of Contractor to Client is and shall continue to be that of an independent contractor and neither Contractor nor any of Contractor's employees shall be entitled to receive employee benefits from Client or the County of DuPage. As an independent contractor, Contractor agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by Client. Contractor agrees that neither Contractor nor its employees, staff or subcontractors shall represent themselves as employees or agents of Client or the County of DuPage. Contractor hereby represents that Contractor's valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) was or will be provided to the Department upon request.

**Favored Nation:** Contractor shall furnish Services to Client at the lowest price that the Contractor charges to other similarly situated parties. If Contractor overcharges, in addition to all other remedies, Client is entitled to a refund in the amount of the overcharge, plus interest at the rate of

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## NATIONAL ASSOCIATION OF STATE HEAD INJURY ADMINISTRATORS

1% per month from the date the overcharge was paid by the Department until the date refund is made. Client has the right to offset any overcharge against any amounts due to Contractor under this or any other Agreement between Contractor and the Department, and at the Department's sole option the right to declare Contractor in default under this Agreement.

**Contractor's Insurance:** The Contractor shall maintain, at its sole expense, insurance coverage including:

- Worker's Compensation Insurance in the statutory amounts.
- Employer's Liability Insurance in an amount not less than one million (\$1,000,000.00) dollars each accident/injury and one million dollars (\$1,000,000.00) employee/disease.
- It shall be the duty of the Contractor to provide to the Department, copies of the Contractor's Certificates of Insurance before issuance of a Notice to Proceed.

The insurance required to be purchased and maintained by Contractor shall be provided by an insurance company acceptable to the Department, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Client.

**Entire Agreement and Amendment:** This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.

**Governing Law:** This agreement shall be subject to and governed by the laws of the State of Illinois. The exclusive venue for the resolution of any disputes or the enforcement of any rights pursuant to this agreement shall be in the 18th Judicial Circuit Court of DuPage County, Illinois.

**Waiver:** No delay or omission by the Department to exercise any right hereunder shall be construed as a waiver of any such right and the Department reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

**County Approval:** If applicable, This Agreement is subject to approval of the appropriate committee(s) and County Board of the County of DuPage.

**Notices:** Any required notice shall be sent to the following addresses and parties:

nashia.org | PO Box 1878 · Alabaster, Alabama 35007 | info@nashia.org | 202.681.7840

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**NATIONAL ASSOCIATION  
OF STATE HEAD INJURY  
ADMINISTRATORS**

**IF TO THE DEPARTMENT:**

Robert McEllin, Director  
Department of Probation and Court Services  
503 North County Farm Road  
Wheaton, IL 60187

Copy to: Du Page County Finance Department  
421 North County Farm Road  
Wheaton, IL 60187  
Attn: Jeffrey Martynowicz CFO

Copy to: DuPage County Procurement Services Division  
421 North County Farm Road  
Wheaton, IL 60187-3978

Copy to: Mark Winistorfer, Assistant State's Attorney  
DuPage County State's Attorney's Office  
503 North County Farm Road  
Wheaton, IL 60187-2521

**IF TO CONTRACTOR:**

Rebecca Wolfkiel  
National Association of State Head Injury Administrators  
P.O. Box 1878  
Alabaster, AL 35007

All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph.

**PAYMENT SCHEDULE:**

Contractor will invoice based on services completed. Contractor shall provide invoices to Client for all services performed within 30 days of the provision of such services prior to payment. Client will process payment in accordance with the Illinois Prompt Payment Act (50 ILCS 505/1 et. seq.). As such, Client will approve or disapprove of an invoice for goods or services within 30 days of the presentation of the invoice (or delivery of the goods or services, whichever is later) and will then pay any portion of the invoice which it has not disapproved within 30 days thereafter.

**SIGNATURES:**

Client and Contractor hereby agree to the above stated Terms and Conditions, effective the date of execution of the Agreement.

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**NATIONAL ASSOCIATION  
OF STATE HEAD INJURY  
ADMINISTRATORS**

**Client: DuPage County Department of Probation and Courts**

**Signature on file**

---

**July 22, 2024**

---

Date

And

**Contractor: NASHIA**

**Signature on file**

---

Rebecca Wolfkiel, Executive Director

May 31, 2024

---

Date



**NATIONAL ASSOCIATION  
OF STATE HEAD INJURY  
ADMINISTRATORS**

OBISSS Subscription (3 years @ \$7150/year)		<b>\$21,450</b>
Online training for VTC Team		<b>\$8,250</b>
Online training for VTC Peers and Mentors		<b>\$8,250</b>
Neuropsychological Screening Course for 20 clinicians		<b>\$3,300</b>
Creation of a BI Informed Motivational Interview Guide		<b>\$11,000</b>
<b>GRAND TOTAL</b>		<b>\$52,250</b>



## NATIONAL ASSOCIATION OF STATE HEAD INJURY ADMINISTRATORS

The National Association of State Head Injury Administrators (NASHIA) is a 501(c)(3) not for profit organization incorporated in the state of Missouri. NASHIA is the only national organization whose mission is strengthen government systems to ensure appropriate resources are available for individuals who have experienced a brain injury.

For over 35 years, NASHIA has provided technical assistance and training to local, state and federal government programs, and their service delivery partners, to build systems of care and support for people who have experienced a brain injury. NASHIA's online brain injury screening tool is the only online protocol used across states and the only tool that allows for data collection that provides states with information about which settings are experiencing high prevalence of individuals with brain injury.

NASHIA is the only national organization working with state criminal justice systems directly to support their efforts to identify and accommodate for the people they are serving with a history of brain injury. NASHIA developed the model and toolkit that is used to support treatment courts' efforts to appropriately address the needs of individuals with brain injuries among their systems.

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# Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: Jun 4, 2024

Bid/Contract/PO #: JPS-P-0021-24

Company Name: National Association of State Head Injury Administrat	Company Contact: Rebecca S. Wolfkiel
Contact Phone: 717-250-6796	Contact Email: rwolfkiel@nashia.org

## The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. 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 Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. 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.

**NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. 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.

**NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

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 disclosure is required, and I agree 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 for the county's ethics and procurement policies and ordinances are available at:

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

**I hereby acknowledge that I have received, have read, and understand these requirements.**

Authorized Signature Signature on file  
 Printed Name Rebecca S. Wolfkiel  
 Title Executive Director  
 Date 6-4-24

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)



Judicial/Public Safety Requisition \$30,000 and Over

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

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**File #:** JPS-P-0022-24

**Agenda Date:** 8/6/2024

**Agenda #:** 7.B.

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AWARDING RESOLUTION ISSUED TO  
STOCK ENTERPRISES, LLC  
FOR GRAPPLER POLICE BUMPER KITS AND TRAINING  
FOR THE SHERIFF'S OFFICE  
(CONTRACT TOTAL NOT TO EXCEED \$31,000)

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 Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Stock Enterprises, LLC, for Grappler Police Bumper Kits and training, for the period of August 13, 2024 through August 12, 2025, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for Grappler Police Bumper Kits and training, for the period of August 13, 2024 through August 12, 2025 for the Sheriff's Office, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Stock Enterprises, LLC, 8001 W. Camino De Oro, Peoria, AZ 85383, for a contract total amount not to exceed \$ 31,000. Pursuant to 55 ILCS 5/5-1022 (c) not suitable for competitive bids. (Sole provider. No other entity manufactures or distributes this product.)

Enacted and approved this 13th day of August, 2024 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

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Procurement Review Comprehensive Checklist  
 Procurement Services Division  
 This form must accompany all Purchase Order Requisitions

**SECTION 1: DESCRIPTION**

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: JPS-P-0022-24	RFP, BID, QUOTE OR RENEWAL #: 62683	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$31,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 08/06/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$31,000.00
	CURRENT TERM TOTAL COST: \$31,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD:
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Stock Enterprises LLC	VENDOR #:	DEPT: Sheriff	DEPT CONTACT NAME: Dan Bilodeau
VENDOR CONTACT: Lenard Stock	VENDOR CONTACT PHONE: 623-561-1591	DEPT CONTACT PHONE #: ext 2402	DEPT CONTACT EMAIL: dan.bilodeau@dupagesheriff.org
VENDOR CONTACT EMAIL: sales@policebumper.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Procurement of the Grappler Police Bumper and training. This item is sole source and there is no other comparable product on the market.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Product to assist in safely stopping fleeing vehicles			

**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**

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
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).

### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE PROVIDER OF A LICENSED OR PATENTED GOOD OR SERVICE
<b>NECESSITY AND UNIQUE FEATURES</b>	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.  This is the only product on the market using technology to wrap a tire to safely stop the vehicle
<b>MARKET TESTING</b>	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.  New Technology, new item to the market
<b>AVAILABILITY</b>	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.  Searching all relevant market places, there is no product that is mounted on a police vehicle such as the Grappler

### SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Stock Enterprises, LLC	Vendor#:	Dept: Sheriff	Division: Budget
Attn: Leonard Stock	Email: sales@policebumper.com	Attn: Colleen Zbilski	Email: Colleen.zbilski@dupagesheriff.org
Address: 8001 W Camino De Oro	City: Peoria	Address: 501 N County Farm Rd	City: Wheaton
State: AZ	Zip: 85383	State: IL	Zip: 60187
Phone: 623-561-1591	Fax:	Phone: 630-407-2122	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Same as above	Vendor#:	Dept: Same as above	Division: Patrol
Attn:	Email:	Attn: Dan Bilodeau	Email: dan.bilodeau@dupagesheriff.org
Address:	City:	Address: 501 N County Farm	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-2402	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 13, 2024	Contract End Date (PO25): Aug 12, 2025
Contract Administrator (PO25):			

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	4	EA	0022	Grappler Police Bumper kit and Training	FY24	1000	4400	52000		7,000.00	28,000.00
2	8	EA	P0106	GPB Service arresting net replacements	FY24	1000	4400	52000		375.00	3,000.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 31,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
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.

The following documents have been attached:     W-9     Vendor Ethics Disclosure Statement

## Stock Enterprises, LLC

8001 W Camino de Oro  
Peoria, AZ 85383 US  
623-561-1591  
sales@policebumper.com

## Quote

### ADDRESS

DuPage County Sheriff's Office  
501 N. County Farm Road  
Wheaton, IL 60187 USA

### SHIP TO

DuPage County Sheriff's Office  
501 N. County Farm Road  
Wheaton, IL 60187 USA

### QUOTE

62683

### DATE

06/03/2024

DATE	ACTIVITY	PRODUCT #	DESCRIPTION	QTY	RATE	AMOUNT
06/03/2024	Grappler Police Bumper Kit + Training	0022	ONE POLICE BUMPER, INSTALLATION, TRAINING FOR ONE OPERATOR PER UNIT.	4	7,000.00	28,000.00
	Arresting Net - 30'	P0106	GPB Service Arresting Net	8	375.00	3,000.00

By purchasing, installing and/or using the Grappler Police Bumper System (the "System"), the Agency understands and accepts the inherent risks of damage, injury or death arising out of the use of the System, and assumes all such risks when using the System.

All Grappler users must be trained using Stock Enterprises, LLC training PowerPoint items or equivalent.

2 year warranty on electrical and mechanical components. Collision or misuse not covered. A vehicle wheel alignment is recommended after installation. Not included.

SUBTOTAL

31,000.00

TAX

0.00

TOTAL

**USD 31,000.00**

Accepted By

Accepted Date





## **Manufactured in the USA**

**500+ field grapples & counting!**

### **Pricing**

#### Grappler Police Bumper Unit

- \$6,500/unit - \$7,000/unit depending on location and quantity.

#### Training

- Unit cost Includes training one operator.
- Training consists of 2 hrs of classroom time & 2 hrs of driving time.
- Additional operators trained @ \$500/operator (includes materials)
- Train-the-trainer available.

#### Arresting Nets

- \$375/net
- Single use only.
- \$75 credit available for used nets.

### **Net/Tether**

- Tether strap disconnects from pursuit vehicle at any time via interior switch. (See photos)
- 15.3 lbs +/- depending on tether length
- Nylon and Polyester Webbing- Minimum 19,600 lb break strength
- Tether strap
  - Energy absorbing break-away stitching
  - Tether strap lengths: 15 ft, 30 ft, 40 ft
  - Nets are not reusable but can be refurbished for training
- System reset/net reloading: Less than 5 minutes



## Vehicle Models

- Ford Expedition
- Ford F-150
- Ford F-250
- We only outfit the vehicles on this list.
- Chevrolet Silverado 1500
- Chevrolet Tahoe

## Agencies using the Grappler Police Bumper

- Beale Air Force Base
- Tyndall Air Force Base
- Portland National Guard
- Arizona
  - Phoenix Police Department
  - Mesa Police Department
  - Tempe Police Department
  - Maricopa County Sheriff's Office
  - Tucson Police Department
  - Sky Harbor Airport Police Department
  - Queen Creek Police Department
  - Pima County Sheriff's Office
  - Chandler Police Department
  - Goodyear Police Department
  - AZ DPS (Highway Patrol)
  - FBI
  - HSI
- Colorado
  - Colorado State Patrol
  - Colorado Springs Police Department
  - Jefferson County Sheriff's Office
  - Florence Police Department
- Florida: Hollywood, FL Police Department
- Indiana: Indianapolis Police Department
- Kansas:
  - Lenexa Police Department
  - Olathe Police Department
- Kentucky: Louisville Police Department
- Missouri
  - Cass County Sheriff's Office
  - Bates County Sheriff's Office
- New Mexico: Albuquerque Police Department



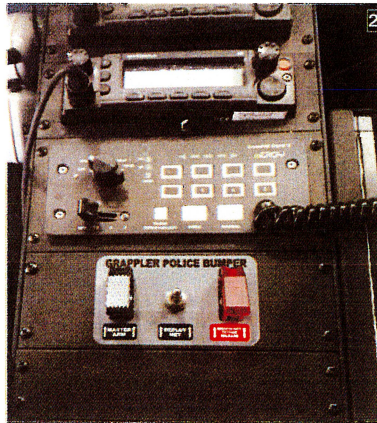


## FAQ

- System successfully tested from 5 mph to 105 mph in a controlled environment.
- The Grappler will replace any existing aftermarket push bars.
- We attach to the frame using the tow hook mounting holes and other OEM factory holes/bolts.
- Some rollovers have occurred at speeds exceeding 65 mph.
- The net is the only thing that gets replaced after use. It loads in 5 minutes and costs \$375 each.
- We typically train the operator upon first installation. We offer "Train the Trainer" certification.
- Training consists of 2 hours of class time and 2 hours of driving instruction.
- Push Bar Compatible
- Existing push bars will need to be removed prior to Grappler installation
- Expected longevity: 100+ uses with minimal repair
- Headlight wraps available for undercover vehicles (see photos).
- PIT bar attachments available (see photos).

## Photos

1. Standard Grappler without attachments
2. Interior switch panel
3. Grappler with PIT Bar attachments
4. Grappler with headlight wraps
5. Grappler with headlight wraps



3 of 4



By purchasing, installing and/or using the Grappler Police Bumper System (the "System"), the Agency understands and accepts the inherent risks of damage, injury or death arising out of the use of the System, and assumes all such risks when using the System.

All Grappler users must be trained using Stock Enterprises, LLC training PowerPoint items or equivalent.

2 year warranty on electrical and mechanical components. Collision or misuse not covered. A vehicle wheel alignment is recommended after installation. Not included.





**Stock Enterprises, LLC**

8001 W Camino de Oro

Peoria, AZ 85383

623 561-1591

sales@policebumper.com

Vehicle Arresting Device.

July 10th, 2024

To whom it may concern,

The Grappler Vehicle Arresting Device and any components incorporated within the Grappler Vehicle Arresting Device were developed solely by Stock Enterprises, LLC.

No other entity manufactures or distributes the Grappler Vehicle Arresting Device or components of the Grappler Vehicle Arresting Device inside the State of Illinois.

The following patents give Stock Enterprises, LLC USA proprietary protection for the Grappler Vehicle Arresting Device: US 7,452,015 B1 US 7,665,779 B2

Thank you,



Leonard Stock

President

Stock Enterprises, LLC



# Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 6/21/24

Bid/Contract/PO #: JPS-P-0022-24

Company Name: Stock Enterprises LLC	Company Contact: Leonard Stock
Contact Phone: (623) 561-1591	Contact Email: sales@policebumper.com

**The DuPage County Procurement Ordinance requires the following written disclosures prior to award:**

1. 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 resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. 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

**NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. 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.

**NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

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 disclosure is required, and I agree 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 for the county's ethics and procurement policies and ordinances are available at:**

<http://www.dupageco.org/CountyBoard/Policies/>

**I hereby acknowledge that I have received, have read, and understand these requirements.**

Authorized Signature   
 Printed Name Frances Stock  
 Title Co-Owner  
 Date 6/21/2024

**Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)**



Judicial/Public Safety Requisition \$30,000 and Over

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

File #: JPS-P-0023-24

Agenda Date: 8/6/2024

Agenda #: 7.C.

AWARDING RESOLUTION ISSUED TO  
UNTETHERED LABS, INC.  
FOR THE PURCHASE OF GATEKEEPER SYSTEM  
FOR THE SHERIFF'S OFFICE  
(CONTRACT TOTAL NOT TO EXCEED \$61,980)

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 Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Untethered Labs, Inc., for the purchase of GateKeeper System for the period of August 13, 2024 through August 12, 2025, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for purchase of GateKeeper System, for the period of August 13, 2024 through August 12, 2025 for the Sheriff's Office, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Untethered Labs, Inc., 5000 College Avenue, Suite 2103, College Park, MD 20740, for a contract total amount not to exceed \$ 61,980. Pursuant to 55 ILCS 5/5-1022 (c) not suitable for competitive bids. (Sole provider Untethered Labs only sell directly and only have the wireless technology we are looking for.)

Enacted and approved 13th day of August, 2024 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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: JPS-P-0023-24	RFP, BID, QUOTE OR RENEWAL #: GK-Q3213	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$61,980.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 08/06/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$61,980.00
	CURRENT TERM TOTAL COST: \$61,980.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Untethered Labs, Inc. (GateKeeper)	VENDOR #:	DEPT: DuPage County Sheriff's Office	DEPT CONTACT NAME: Jason Snow
VENDOR CONTACT: Pearl Kim	VENDOR CONTACT PHONE: 240-547-5446	DEPT CONTACT PHONE #: 630-407-2072	DEPT CONTACT EMAIL: jason.snow@dupagesheriff.org
VENDOR CONTACT EMAIL: sales@gkaccess.com	VENDOR WEBSITE: www.gkaccess.com	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). The Sheriff's Office uses a connection to the FBI and State records. They are mandating that computers that have access to this connection or the data from it must have multi-factor authentication (MFA). This mandate goes into effect on October 1st. We can lose our connection if we do not comply with the mandate. This is a sole source because they only sell directly and only have the wireless technology we are looking for.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished We have looked at multiple MFA technologies. This Solution is the best for what we are looking for. The wireless dongle helps us who is at the computer, and when the user walks away from the computer, the computer will lock. One of the requirements is to have a way to lock the computer when there is no user or activity on it. If we do not use this Solution, we will have to use other means that could impact the computers' day-to-day operations.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
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. OTHER THAN LOWEST BID

<b>SECTION 3: DECISION MEMO</b>	
SOURCE SELECTION	Describe method used to select source. They sell direct and do not use resellers.
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).

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE PROVIDER OF A LICENSED OR PATENTED GOOD OR SERVICE
<b>NECESSITY AND UNIQUE FEATURES</b>	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.  The solution offers a wireless dongle for a part of their MFA solution. This is key feature we are looking for.
<b>MARKET TESTING</b>	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.  We have test the solution and it meets our needs.
<b>AVAILABILITY</b>	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. Wireless authentication is a feature that is not available from other vendors. This allows the computer to lock when the user walks away. This will guarantee that the user is not on the computer.

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Untethered Labs, Inc. (GateKeeper)	Vendor#:	Dept: DuPage County Sheriff's Office	Division: Civil
Attn: Pearl Kim	Email: sales@gkaccess.com	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 5000 College Avenue, Suite 2103	City: College Park,	Address: 501 N County Farm RD	City: Wheaton
State: MD	Zip: 20740	State: IL	Zip: 60187
Phone: 240-547-5446	Fax:	Phone: 630-407-2122	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Untethered Labs, Inc. (GateKeeper)	Vendor#:	Dept: DuPage County Sheriff's Office	Division: IT
Attn: Pearl Kim	Email: sales@gkaccess.com	Attn: Jason Snow	Email: jason.snow@dupagesheriff.org
Address: 5000 College Avenue, Suite 2103	City: College Park,	Address: 501 N County Farm RD	City: Wheaton
State: MD	Zip: 20740	State: IL	Zip: 60187
Phone: 240-547-5446	Fax:	Phone: 630-407-2072	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 13, 2024	Contract End Date (PO25): Aug 12, 2025

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	600	EA		GateKeeper Enterprise Ultimate License (Annual)	FY24	1000	4400	53806		96.00	57,600.00
2	600	EA		Discount	FY24	1000	4400	53806		-48.00	-28,800.00
3	1	EA		GateKeeper Cloud Hosting Annual	FY24	1000	4400	53806		240.00	240.00
4	1	EA		Discount	FY24	1000	4400	53806		-60.00	-60.00
5	600	EA		Rechargeable Halberd Token Kit	FY24	1000	4400	52100		40.00	24,000.00
6	600	EA		Discount	FY24	1000	4400	52100		-5.00	-3,000.00
7	600	EA		GateKeeper USB Sensor Kit	FY24	1000	4400	52100		20.00	12,000.00
8	600	EA		Halberd Sleeve	FY24	1000	4400	52100		2.00	1,200.00
9	600	EA		Discount	FY24	1000	4400	52100		-2.00	-1,200.00
10	1	EA		Virtual Installation Support	FY24	1000	4400	53806		500.00	500.00
11	1	EA		Discount	FY24	1000	4400	53806		-500.00	-500.00
12	1	EA		GateKeeper Walk-through & Training Session	FY24	1000	4400	53806		500.00	500.00
13	1	EA		Discount	FY24	1000	4400	53806		-500.00	-500.00
										Requisition Total	\$ 61,980.00

**FY is required, ensure the correct FY is selected.**

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
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.

**Untethered Labs, Inc.**

5000 College Avenue, Suite 2103  
 College Park, MD 20740  
 240-547-5446  
 sales@gkaccess.com  
 www.gkaccess.com



**Estimate**

ADDRESS  
 Jason Snow  
 DuPage County Sheriff's Office  
 501 N County Farm Road  
 Wheaton, Illinois 60187

SHIP TO  
 Jason Snow  
 DuPage County Sheriff's Office

ESTIMATE GK-Q3258  
 DATE 07/19/2024

PRODUCT	SKU	QTY	RATE	AMOUNT
GateKeeper Enterprise Ultimate License (Annual) GateKeeper Enterprise Annual Ultimate tier license (1 per user)	GKENT-A-UL	600	96.00	57,600.00
Discount Annual License Discount		600	-48.00	-28,800.00
GateKeeper Cloud Hosting Annual GateKeeper Annual Cloud Hosting fees (1 per customer)	GKENT-A-CL	1	240.00	240.00
Discount Annual License Discount		1	-60.00	-60.00
Rechargeable Halberd Token Kit (1) Halberd Bluetooth Token Rechargeable, (1) Lanyard, and (1) USB-C Charging Cable	86001077320 8	600	40.00	24,000.00
Discount		600	-5.00	-3,000.00
GateKeeper USB Sensor Kit (1) GateKeeper USB Sensor, (1) 6ft USB Ext. Cable, (2) Wire Manager Clips	86935400013 1	600	20.00	12,000.00
Halberd Sleeve Protective silicon sleeve for the Halberd Token	86010600129 1	600	2.00	1,200.00
Discount		600	-2.00	-1,200.00
Virtual Installation Support Installation and initial setup of the GateKeeper Hub and Client software over a web conference by qualified GateKeeper technicians. Includes a 2-hour session for software installation, token deployment and user registration.	GKVI	1	500.00	500.00
Discount		1	-500.00	-500.00
GateKeeper Walk-through & Training Session A 4-hour comprehensive walk-through and training session for the GateKeeper Hub and client software. Training includes deployment of software, user management, authentication settings, auditing, and much more.	GKENT-WT	1	500.00	500.00
Discount		1	-500.00	-500.00

ACH (Preferred)  
Credit Card

TOTAL

**\$61,980.00**

Wire Transfer:  
Bank: Truist  
Name: Untethered Labs, Inc.  
Account: 1000181659607  
Routing Number: 061000104

Check:  
Untethered Labs, Inc.  
5000 College Avenue, Suite 2103, College Park, MD 20740  
----

Accepted By

Accepted Date

April 24, 2024

DuPage County Sheriff's Office  
501 N County Farm Road,  
Wheaton, Illinois 60187

RE: Sole Source Vendor

This letter is to confirm that the product **GateKeeper Enterprise** is a sole source product, manufactured, sold and distributed by **Untethered Labs, Inc.** No division of Untethered Labs, nor any other company, makes a similar or competing product.

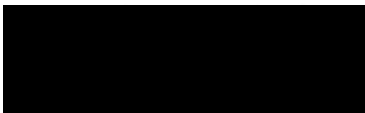
The following are the sole source reason(s):

- No viable substitutes will meet the exact needs or specifications required for DuPage County Sheriff's Office.
- Product is patented. [US20150302188A1 - System and method for wireless proximity-based access to a computing device - Google Patents](#)
- All new features released and added to our Ultimate Tier—the premium level of our offerings—will be automatically available to DuPage County Sheriff's Office.

There is no other like item(s) or product(s) that offers a '*system and method for wireless proximity-based access to a computing device*' available for purchase that would serve the same purpose or function.

If you desire additional information, please contact me at (240) 547-5446 or visit our website at [www.gkaccess.com](http://www.gkaccess.com). Thank you for your interest in our products.

Sincerely,



Siddharth Potbhare  
CEO  
Untethered Labs  
sid@gkaccess.com



# Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 5/20/2024

Bid/Contract/PO #: JPS-P-0023-24

Company Name: Untethered Labs, Inc.	Company Contact: Siddharth Potbhare
Contact Phone: 240-546-5447	Contact Email: sid@gkaccess.com

## The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. 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 resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. 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

**NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. 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.

**NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

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.

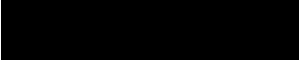
**Continuing disclosure is required, and I agree to update this disclosure form as follows:**

- 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 for the county's ethics and procurement policies and ordinances are available at:**

<http://www.dupageco.org/CountyBoard/Policies/>

**I hereby acknowledge that I have received, have read, and understand these requirements.**

Authorized Signature 

Printed Name Siddharth Potbhare

Title CEO

Date 5/20/24

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)



## Finance Resolution

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

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**File #:** FI-R-0123-24

**Agenda Date:** 8/6/2024

**Agenda #:** 8.A.

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ACCEPTANCE AND APPROPRIATION OF  
THE NATIONAL FORENSIC SCIENCE IMPROVEMENT PROGRAM GRANT PY23  
INTER-GOVERNMENTAL AGREEMENT NO. 723503  
COMPANY 5000 - ACCOUNTING UNIT 4520  
\$75,000

(Under the administrative direction of the  
DuPage County Sheriff's Office)

WHEREAS, the County of DuPage, through the DuPage County Sheriff's Office Crime Laboratory, has been notified by the Illinois Criminal Justice Information Authority that grant funds in the amount of \$75,000 (SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS) are available for the continuing implementation of the National Forensic Science Improvement Grant Program; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 723503 with the Illinois Criminal Justice Information Authority, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the term of the grant agreement is from July 1, 2024 through June 30, 2025; and

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

WHEREAS, acceptance of this grant does not add any additional subsidy from the County; and

WHEREAS, the 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. 723503 (ATTACHMENT II) between DuPage County and the Illinois Criminal Justice Information Authority is 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 \$75,000 (SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS) be made to establish the National Forensic Science Improvement Program Grant PY23, Company 5000 - Accounting Unit 4520, for the period July 1, 2024 through June 30, 2025; and

BE IT FURTHER RESOLVED by the DuPage County Board that the DuPage County Sheriff is approved as the County's Authorized Representative; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Judicial and Public Safety Committee shall review the need for continuing the specified program and associated headcount; and



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

Enacted and approved this 13<sup>th</sup> day of August, 2024 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ACCEPTANCE AND APPROPRIATION TO ESTABLISH  
 THE NATIONAL FORENSIC SCIENCE IMPROVEMENT PROGRAM GRANT PY23  
 INTER-GOVERNMENTAL AGREEMENT NO. 723503  
 COMPANY 5000 – ACCOUNTING UNIT 4520  
 \$75,000

REVENUE

41000-0004 - Federal Operating Grant - DOJ	\$	<u>75,000</u>	
TOTAL ANTICIPATED REVENUE			\$ <u><u>75,000</u></u>

EXPENDITURES

COMMODITIES

52000-0000 - Furn/Mach/Equip Small Value	\$	19,544	
52100-0000 - I.T. Equipment-Small Value		16,790	
52200-0000 - Operating Supplies & Materials		<u>8,355</u>	
TOTAL COMMODITIES	\$		44,689

CONTRACTUAL

53090-0000 - Other Professional Services	\$	2,000	
53510-0000 - Travel Expense		3,280	
53600-0000 - Dues & Memberships		200	
53610-0000 - Instruction & Schooling		7,945	
53806-0000 - Software Licenses		<u>16,886</u>	
TOTAL CONTRACTUAL	\$		<u>30,311</u>

TOTAL ADDITIONAL APPROPRIATION	\$		<u><u>75,000</u></u>
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## ATTACHMENT II

Agreement No.723503



**GRANT AGREEMENT  
BETWEEN  
THE STATE OF ILLINOIS, ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
AND  
County of DuPage**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and Count of Dupage (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

**PART TWO** – Grantor-Specific Terms**PART THREE** – Project-Specific Terms

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

**ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY**

**County of DuPage**

By: \_\_\_\_\_  
Delrice Adams, Executive Director  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deborah Conroy, Chair  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jeff Martynowicz, Chief Financial Officer  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
James Mendrick, Sheriff  
Date: \_\_\_\_\_

**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 is effective on 07/01/2024 and expires on 06/30/2025 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed \$75,000, of which \$75,000 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**):

The Grantor agrees to make payment to the Grantee for the administration and implementation of the program described in Exhibits A, B, D, and E. Upon receipt of the fiscal and progress reports, payments will be made to the Grantee. No payment will be made until all outstanding reports are received by the Grantor, including outstanding reports from previously funded Grantor programs. No payment will be made to Grantee unless and until Grantee is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

Grantee must provide for the deposit of grant funds into a bank account in the name of the Grantee. Grant funds shall be immediately deposited into such bank account. Grantee may deposit such funds into an account separate from any of its other bank accounts or treat such funds as a separate line item per its budget and audited financial statements. If Grantee receives more than one award from the Grantor, Grantee shall ensure that the grant funds for each award are accounted for separately.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is 15PBJA-23-GG-00952-COVE, the federal awarding agency is U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, and the Federal Award date is September 25, 2023 The Catalog of Federal Domestic Assistance (CFDA) Name is Paul Coverdell Forensic Sciences Improvement Grant Program and Number is 16.742. The Catalog of State Financial Assistance (CSFA) Number is 546-00-1742 and the CSFA Name is Paul Coverdell Forensic Science/National Forensic Science Improvement Act (NFSIA). The State Award Identification Number (SAIN) is 1742-51348.

**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: 36-6006551 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):

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

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 will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) 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)(8).

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, Section 1001 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 Governmentwide 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 the *de minimis* rate as set forth in 2 CFR 200.414(f), 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)(7)(i) 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(i)(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 appropriate 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 quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. 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 PART TWO, PART THREE, or Exhibit E pursuant to specific award 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 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 period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. 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 the threshold amount as set out in 2 CFR 200.501(a) 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 the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) 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 the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin Code 7000.90(c)(2) 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 the threshold amount as set out in 2 CFR 200.501(a) 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 the threshold amount as set out in 2 CFR 200.501(a) 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)(4).

(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 as set forth 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 notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

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)(2).

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 200.113; 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 200.317-200.326 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, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable 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 for work or products 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). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and 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, 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. 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.

22.11. 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.

22.12. 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.

22.13. 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.

22.14. 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.

22.15. 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

The DuPage County Forensic Science Center (DPCFSC) is a department of the DuPage County Sheriff's Office. Established in 1971, the laboratory is located at 501 N. County Farm Road, Wheaton, IL 60187. The laboratory provides forensic analysis free of charge for any law enforcement agency (approximately 35 agencies) investigating crime in DuPage County, IL. The agencies provide law enforcement for the residents of DuPage County. The current services provided by the laboratory include drug analysis, latent prints, forensic biology, and DNA. Staff testify when needed and the laboratory maintains accreditation to industry recognized standards.

Assignment Type	2019 # Assignments Completed	2020 # Assignments Completed	2021 # Assignments Completed	2022 # Assignments Completed	2023 # Assignments Completed
Cancelled	8	19	7	15	22
Drug Chemistry	1,027	983	1,057	1,266	1,105
CODIS	235	260	343	284	302
CODIS- Administrative	193	90	182	146	260
DNA	423	450	466	486	510
Forensic Biology	384	466	436	456	429
Latent Prints	227	353	224	227	172
Proficiency Test	29	31	31	34	33
Supplemental	2	3	23	2	1
TOTAL:	2,528	2,655	2,769	2,916	2,834

Chart 1: Assignments completed by year by the DPCFSC. Source: DuPage County Forensic Science Center, LIMS, BEAST System

**Provides a clear, concise summary of the proposal and states outcomes to be gained.**

The laboratory seeks to improve quality and timeliness by seeking training, equipment, supplies, and contractual purchases. Over 60% of the fundings' use is related to the testing of suspected opioid and synthetic drugs. Attendance by two staff members at one in-person training event (multiple tracks of presentations) will provide continuing education in the areas of quality assurance, best practices, and management. By providing this continuing education the laboratory is seeking to strengthen staff members' knowledge and identify potential areas of improvement for laboratory operations before they become an issue and impact quality and timeliness of service.

Equipment purchases include a document scanner for drug chemistry preparing data packets for casefiles and two flammable-rated lab fridge/freezer combination units to improve the safety of storage of drug evidence and drug standards.

Most of the supply purchases support the continued testing of suspected opioids and synthetic drugs: thin layer chromatography (TLC) supplies, a digital library update for each operational gas chromatograph/mass spectrometer (GC/MS), anti-fatigue mats, macro camera, micro camera, replacement chairs and automated liquid sampling (ALS) vials and inserts for the preparation of samples to be analyzed using the GC/MS's. Additionally, funding for the latent print section, a camera, color printer and computer with monitors to replace an aging/end of life current workstation.

Contractual funding will be used to support the laboratory's quality assurance program with funding for the annual accreditation fee to the accrediting body, the purchase of 4 proficiency tests for drug chemistry and a minimum of 15 proficiency tests for drug chemistry, latent prints and/or forensic biology/DNA to demonstrate continued competency by staff. For training and meeting registration for two staff members to the American Society of Crime Laboratory Directors symposium, and for two memberships to the National Association of Forensic Science Boards to provide education on best practices for state forensic science boards which relates to laboratory improvement and quality issues. Finally for a custom report for drug chemistry to be created by the Laboratory Information Management System (LIMS) provider Porter Lee.

### Accreditation Status

#### State appropriate accrediting body

The DuPage County Forensic Science Center is accredited by the ANSI National Accreditation Board (ANAB) to the ISO/IEC 17025:2017, Accreditation Requirements for Forensic Testing and Calibrations (2023) and the FBI Quality Assurance Standards for Forensic DNA Testing Laboratories:2020. Our certificate number is FT-0241 and is valid to 2/29/2028. Our current certificate and scope of accreditation is located on the website: <http://search.anab.org>, and appended to this application.

#### Indicate scope of each accreditation

<b>Discipline: Biology</b>		
<b>Component/Parameter</b>	<b>Item</b>	<b>Key Equipment/Technology</b>
DNA Profile Determination	Short Tandem Repeat (STR) Y-Short Tandem Repeat (Y-STR)	Capillary Electrophoresis
Individual Characteristic Database	DNA Profile	National DNA Index System (NDIS)
Physical Comparison	DNA Profile	Software Program
Qualitative Determination	Body Fluid	Chemical General Microscopy Immunoassay

<b>Discipline: Friction Ridge</b>		
<b>Component/Parameter</b>	<b>Item</b>	<b>Key Equipment/Technology</b>
Enhancement	Ridge Detail	Chemical Physical Software Program
Individual Characteristic Database	Ridge Detail	Next Generation Identification system (NGI)
Physical Comparison	Ridge Detail	Visual

<b>Discipline: Rapid DNA</b>		
<b>Component/Parameter</b>	<b>Item</b>	<b>Key Equipment/Technology</b>
DNA Profile Development	Short Tandem Repeat (STR)	Capillary Electrophoresis

Discipline: Seized Drugs		
Component/Parameter	Item	Key Equipment/Technology
Qualitative Determination	Botanical Liquid Solid	Chemical Gas Chromatography General Microscopy Infrared Spectroscopy Mass Spectrometry Thin-Layer Chromatography Ultra violet Spectroscopy Visible Spectroscopy Visual
Weight Measurement	Botanical Liquid Solid	Balance

DuPage County continues to be impacted by the opioid crisis. Between the years of 2015 and 2019, DuPage County experienced an 88% increase in deaths caused by opioid overdose from either heroin, fentanyl, a combination of the two drugs or an opioid prescription medication. Several agencies within DuPage County responded to the rising threat of opioid deaths. The DuPage County Health Department collaborated with the Coroner, Sheriff, State’s Attorney, and Chiefs of Police to create the DuPage Narcan Program (now part of HOPEduPage, <https://hopedupage.org/> ) which put the life-saving opioid reversal drug, naloxone, into the hands of first responders. Despite these efforts, the use of opioids in the county remains high as seen in the consistently high number of opioid related deaths and opioid saves depicted in the below charts as reported in the 2022 DuPage Narcan Program Annual Report (Chart 2).

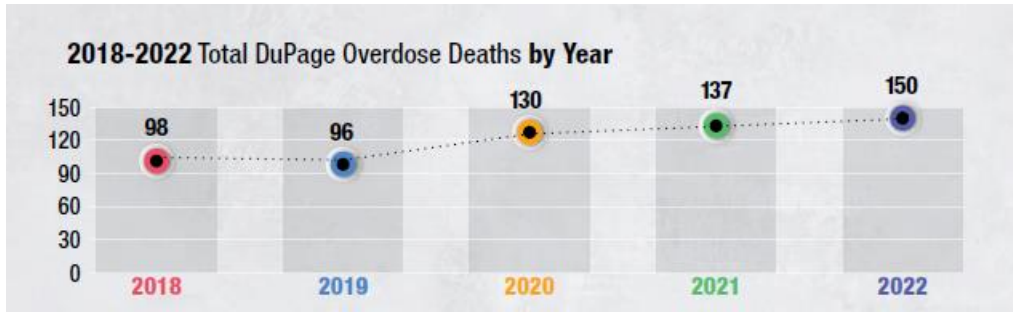


Chart 2: DuPage Overdose Deaths by Year 2022 DuPage Narcan Program Report

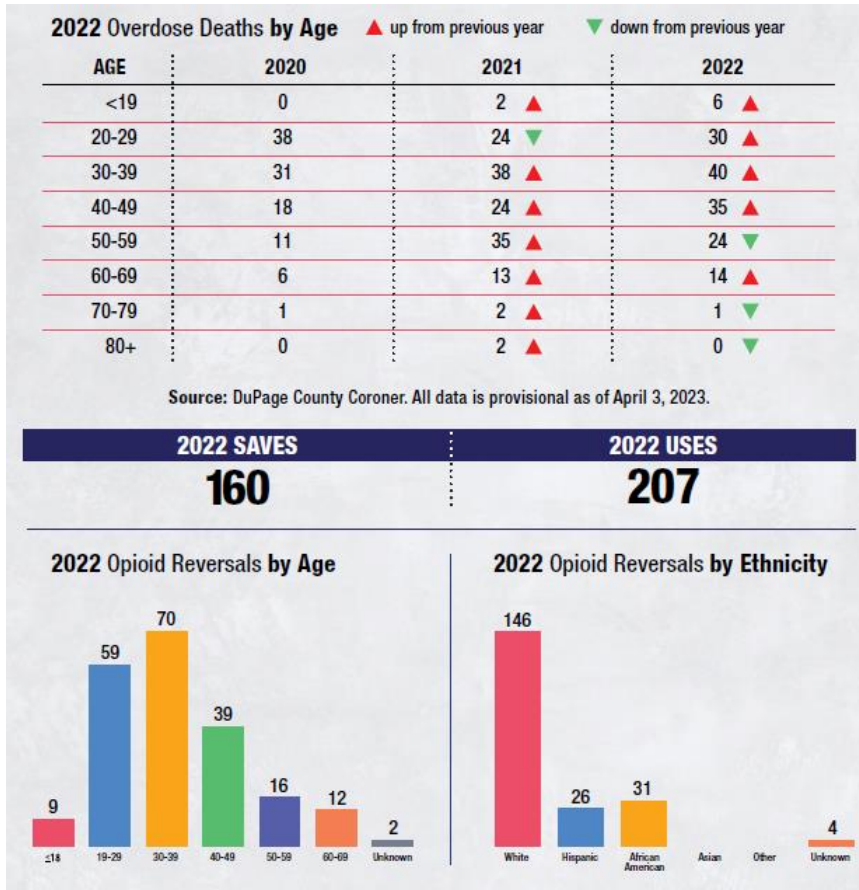


Chart 3: 2021 NARCAN Uses and Saves from the 2022 DuPage Narcan Program Report  
 2022 Narcan Program Report: [Archive Center](#) • [DuPage Narcan Program Annual Reports](#) ([hopedupage.org](http://hopedupage.org))

The DuPage County Coroner published data for 2022 overdoses on April 3, 2023 ( [Public Safety Announcement: DuPage Overdose Statistics 2022](#) ([dupagecounty.gov](http://dupagecounty.gov)) ) as shown below. Of interest, many of the overdoses were due to polydrug usage. Fentanyl/Heroin/Opioid Prescription medication accounted for 37% of the total of drugs described below. From the report:

*“It was very unusual for an analysis to find one or two drugs in the system. Rather, it was commonplace to find up to 15 drugs making it difficult to determine which drug was responsible for the death. Therefore, this data will be reported only identify which drugs were present in what number of toxicology reports and not to try and state which drug was responsible for the death.”*

## Overdose Death Data

There were 150 overdose deaths in 2022 with an increase in non-opioid drugs, especially Cocaine and prescription medications causing or contributing to death.

150 = Total overdose deaths  
 106 = Fentanyl  
 25 = Heroin  
 26 = Opioid based Prescription Medications  
 14 = Alcohol  
 20 = Amphetamines  
 19 = Anti-Convulsant  
 37 = Antidepressants  
 4 = Sedatives/Hypnotics  
 18 = Antipsychotics  
 48 = Benzodiazepines  
 51 = Cannabinoids  
 55 = Cocaine

The Chemistry Section of the DuPage County Forensic Science Center (DCFSC) averages roughly 1,000 assignments a year which generates between 2,000 – 4,000 individual exhibits that are analyzed. The below chart depicts the trends in the number of exhibits tested and reported opioids (Chart 4). Each year, the DCFSC reported approximately a fifth of drug exhibits analyzed as containing an opioid. Typically, these samples are present in lower concentrations due to their potency and are more challenging to analyze. From 2022 to 2023 there was a slight decrease in the number of assignments generated (Chart 1), a decrease in the number of opioids identified, but there was an increase in the number of exhibits found to contain cocaine and reported as ‘no controlled substance identified’.

<i>OPIOIDS IDENTIFIED</i>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
<b>Heroin/Fentanyl Mixture</b>	33	131	396	368	443	328	312	219
<b>Heroin</b>	1074	485	401	134	123	118	32	8
<b>Fentanyl</b>	16	8	54	106	156	82	221	146
<b>Fluorofentanyl</b>	0	0	0	0	0	9	39	3
<b>Hydrocodone</b>	4	0	33	29	21	24	17	12
<b>Oxycodone</b>	12	11	21	16	10	11	10	15
<b>Morphine</b>	13	0	4	5	1	1	2	2
<b>Total # opioids ID'd</b>	<b>1,152</b>	<b>635</b>	<b>909</b>	<b>658</b>	<b>754</b>	<b>573</b>	<b>633</b>	<b>405</b>
<b>Total # exhibits tested</b>	<b>4172</b>	<b>2843</b>	<b>3561</b>	<b>3340</b>	<b>3603</b>	<b>2961</b>	<b>2948</b>	<b>2283</b>
<b>% exhibits tested opioids</b>	<b>27.6</b>	<b>22.3</b>	<b>25.5</b>	<b>19.7</b>	<b>20.9</b>	<b>19.3</b>	<b>21.4</b>	<b>17.7</b>

Chart 4: Total number of exhibits tested and number of exhibits of opioids. Source: DuPage County Forensic Science Center, LIMS, BEAST System

### Strategies Being Implemented

The DuPage County Forensic Science Center (DCFSC) assisted with the County's response to the opioid crisis in numerous ways. The Chemistry Section, which analyzes seized drug evidence for the presence of cannabis and controlled substances, prioritized cases related to jail seizures and opioid buys and search warrants when typical officer field tests provided inconclusive results for low level drugs or mixtures. Prioritized cases also included instances when officer safety was a concern due to evidence being coated in powder or if the officer suspected personal exposure to an opioid. The laboratory's evidence acceptance policy for seized drug evidence requires there be a suspect in the case upon submission. Due to the rising number of opioid overdose deaths where a suspect may

not yet be identified, the laboratory enacted an exception to the policy and began accepting the submission of one item for analysis to assist with investigations. In July 2018, the Chemistry Section and the Forensic Biology Section of the laboratory began to work closely together to collect DNA from evidence found with the victim in an effort to identify the person delivering the drugs. Through September 2019, the drug evidence obtained from nineteen different opioid related deaths had the packaging (i.e., plastic bag) swabbed for DNA and the contents analyzed for the presence of controlled substances. DNA results were eligible for upload into CODIS (Combined DNA Index System) for three of those cases, with one hitting to a convicted offender after entry. The controlled substance results in those cases are provided to the agency to facilitate testing at the coroner's office or provide probable cause for additional buys/search warrants.

The work product of the DCFSC assists the criminal justice system, in particular the DuPage County State's Attorney's Office (DC-SAO) which has taken an aggressive stance against opioid use in the county. Drug mixtures are more complicated to analyze than pure samples. When a sample is pure, confirmatory results are easily obtained with the instruments available in the laboratory. With mixtures, a separation technique is applied to isolate each drug for identification. In the DCFSC, the primary instrument used for both separation of mixtures and ultimate confirmation of a drug's identity is the Gas Chromatograph/Mass Spectrometer (GCMS). With opioid casework trending towards more complex mixtures and mixtures of low concentration drugs, the laboratory relies heavily on the GCMS to meet testing requirements for identification.

### **Project Implementation**

The DCFSC would use grant funds for the following opioid related activities:

- Equipment purchases of a document scanner and two flammable laboratory fridge/freezer units for drug evidence and drug standards.
- Supply purchases of TLC supplies, electronic library of mass spectra data, anti-fatigue mats, cameras for macro and micro photography, ALS vials and inserts and chairs.
- A minimum of four drug chemistry proficiency tests.

The DCFSC would use grant funds for the following non-opioid related activities:

- Two staff members to attend for training to the American Society of Crime Laboratory Directors meeting (travel and registration), multiple track presentations.
- Camera and a colored printer for latent prints.
- A replacement computer and monitors for latent prints to replace aging/end of life workstation.
- Annual accreditation fee.
- A minimum of 15 proficiency tests for staff.
- A custom drug chemistry report for LIMS.
- Two memberships to the National Association of Forensic Science Boards.

The DCFSC follows the County of DuPage procurement process (updated for FY21). For goods and equipment up to \$14,999, the purchase can be approved by the department head. For purchases \$15,000 to \$29,999 the purchase has to be approved by the department head and county parent committee (judicial and public safety) with procurement or the department obtaining three quotes or submitting a decision memo. Purchases over \$30,000 require approval by the department head, county parent committee (judicial and public safety), county finance committee and county board. These purchases are competitive unless they meet sole source justification.

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## EXHIBIT B

## DELIVERABLES OR MILESTONES

<u>Task</u>	<u>Staff Position Responsible</u>	<u>Date Task will be Completed</u>
Purchase Chemistry equipment: scanner & fridge/freezers	Supervisor/TL of Chemistry	Within 3 months grant active
Purchase proficiency tests	Laboratory Director	February 1, 2025
Pay accreditation fee	Laboratory Director	February 1, 2025
Two staff members attend American Society of Crime Laboratory Directors symposium	Laboratory Director	June 2025
Purchase Latent Print supplies	Technical Leader of Latent Prints	June 2025
Purchase Chemistry supplies	Supervisor/TL of Chemistry	June 2025
Submit quarterly data report to ICJIA	Laboratory Director	15 <sup>th</sup> of the month following the end of the quarter
Submit monthly fiscal reports to ICJIA	Laboratory Director	15 <sup>th</sup> of the month following the end of the month

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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: Kyle Schlegel  
Title: Criminal Justice Specialist  
Address: 60 East Van Buren, 6<sup>th</sup> Floor, Chicago, IL 60605  
  
Phone: 312-793-8550  
Fax#: 312 793 8422  
E-mail: [Kyle.Schlegel@Illinois.gov](mailto:Kyle.Schlegel@Illinois.gov)  
Claire.dragovich@dupagesheriff.org

**GRANTEE CONTACT**

Name: Claire Dragovich  
Title: Laboratory Director  
Address: 501 N. County Farm Road,  
Wheaton, IL 60187  
Phone: 630.407.2156  
Fax#: 630.407.2156  
E-mail:

**GRANTEE PAYMENT ADDRESS**

(If different than the address above)

Address: ATTN Geoff Kinczyk, Principal Account  
DuPage County Finance Department  
421 N. County Farm Road, Wheaton, IL  
60187  
Phone: 630-407-6182

**FOR GRANT ADMINISTRATION**

**GRANTOR CONTACT**

Name: Kyle Schlegel  
Title: Criminal Justice Specialist  
Address: 60 East Van Buren, 6<sup>th</sup> Floor, Chicago, IL 60605  
60187  
Phone: 312-793-8403  
Fax#: 312 793 8422  
E-mail: [Kyle.Schlegel@Illinois.gov](mailto:Kyle.Schlegel@Illinois.gov)

**GRANTEE CONTACT**

Name: Claire Dragovich  
Title: Laboratory Director  
Address: 501 N. County Farm Road, Wheaton, IL  
  
Phone: 630.407.2156  
Fax#: 630.407.2156  
E-mail: Claire.dragovich@dupagesheriff.org

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## EXHIBIT D

## PERFORMANCE MEASURES AND STANDARDS

<b><i>Goal: To improve the quality and timeliness of forensic services and to reduce the number of backlogged cases in forensic laboratories.</i></b>	
<b><i>Objective</i></b>	<b><i>Performance Goal</i></b>
<i>Maintain or reduce the average number of days from the submission of a sample to a forensic science laboratory to the delivery of test results to a requesting office or agency to 45 days or less on average to process a sample.</i>	➤ Maintain or reduce the average number of days to process a sample from the beginning to the end of the grant period.
Reduction in the number of backlogged forensic cases to 100 or less	➤ <b><i>Maintain or reduce the Number of backlogged chemistry cases from the beginning to the end of the grant period.</i></b>
Provide/attend 1 appropriate training or educational opportunities provided with FY 2023 Coverdell funds for forensic science or medical examiner/coroner	➤ Provide training opportunities for 2 forensic science personnel.
<b><i>Goal 2: To increase the number of individuals certified with Coverdell funding.</i></b>	
<b><i>Maintain percentage of certified (external) individuals at: 5 analysts certified</i></b>	➤ Maintain (5) or increase the number of certified analysts.

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**EXHIBIT E**

**SPECIFIC CONDITIONS**

**PART TWO –GRANTOR-SPECIFIC TERMS**

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

23. Definitions

“Youth” means an individual under 18 years of age.

24. Mandatory Attendance. Grantee shall attend meetings as required by Grantor.25. Commencement of Performance.

25.1. If performance has not commenced within 60 days of the execution date of this Agreement, Grantee agrees to report by letter to Grantor the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

25.2. If the program is not operational within 90 days of the execution date of this Agreement, Grantee agrees to submit a second letter to Grantor explaining the implementation delay. Grantor may at its discretion either cancel this Agreement or extend the implementation date of the program past the 90-day period.

25.3. If the program is interrupted for more than 30 days after commencement, Grantee agrees to notify Grantor in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. Grantor may, at its discretion, reduce the amount of grant funds awarded and/or terminate this Agreement if the program is interrupted for more than 90 days.

26. Budget Changes. Grantee may transfer funds among direct cost categories, however line-item transfers are capped at \$50,000 and limited to 10% of the total award. Line-item transfers larger than this amount require a budget revision approval from Grantor.27. Reporting and Evaluation Requirements.

27.1. Grantee shall submit the following reports to the Grantor:

- Performance reports for the preceding quarter relevant to the performance indicators listed in the Agreement. The quarterly progress reports are due not more than 15 days after the end of the quarter, unless another reporting schedule has been required or approved by the Grantor. and
- Fiscal reports detailing financial expenditures for the previous month. Fiscal reports shall be submitted by the 15th of every month following the first complete month of the grant period.

27.2. Grantor may give the grantee permission, in writing, to report on a quarterly schedule. Such permission can be revoked by the grantor at any time. If such permission is given, the quarterly reports should be submitted based on the following schedule:

<u>Quarter End Date</u>	<u>Due Date</u>
September 30	October 15
December 31	January 15
March 31	April 15
June 30	July 15

28. Timekeeping.

28.1. Grantee shall maintain the following time keeping records on-site for all grant-funded and match personnel:

- A. Personnel who spend less than 100% of their time on the funded program must maintain records that accurately reflect the time the employee spends performing the program and any other duties. These records must:
  - 1. reflect an after-the-fact distribution of the employee's actual activity (not budgeted time);
  - 2. account for attendance and the daily total activity for which the employee is compensated (by all funding sources);
  - 3. be prepared at least monthly and coincide with one or more pay periods;
  - 4. be signed by the employee and approved by a supervisor having firsthand knowledge of the work performed; and
  - 5. be supplemented with daily attendance timesheets.
- B. Personnel who spend 100% of their time on the funded program must certify on a semi-annual basis. This time certification form must:
  - 1. include an after-the-fact certification that 100% of the employee's time was spent in support of activities associated with the program;
  - 2. be signed every six months by the employee and a supervisor having firsthand knowledge of the employee's work; and
  - 3. be supplemented with daily attendance timesheets.

28.2. Payroll records must reflect either the after-the-fact distribution of an employee's actual activities or the certification of an employee's actual work performed.

28.3. Volunteers whose time fulfills a match requirement must complete a daily attendance timesheet or log that includes dates and hours worked on the grant program.

28.4. Grantee shall submit a Quarterly Time Keeping Certification to Grantor with each quarterly report, or every third monthly report. The Quarterly Time Keeping Certification shall include a certification listing all employees who must maintain records as set forth in this Section, and match volunteers, including their 1) program working hours and 2) total working hours.

29. Closeout requirements. Within 30 days of the expiration date of this Agreement or any approved extension thereof the following documents must be submitted by Grantee to Grantor: (a) final financial status report; (b) final progress reports; (c) property inventory report; and (d) other documents required by Grantor.

30. Procurement Requirements and Requests for Proposals.

30.1. All procurement transactions shall be conducted by Grantee in a manner to provide, to the maximum extent practical, open and free competition. Procurement transactions include the purchasing of equipment, commodities, goods and services. Procurement transactions do not include the making of sub-grants. Grantee may use their own procurement regulations which reflect State and local law, rules, and regulations, provided that all procurements made with grant funds minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 550) and 2 CFR 200.318 - 327.

30.2. If the Grantee's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Grantor's procurement process per 30 ILCS 500/20-20.

- For procurements of \$100,000 or less, the Grantee is encouraged to formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process. If this is not possible, the Grantee must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the Grantee must utilize a competitive source selection such as formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

30.3. As required by Grantor, Grantee shall submit documentation regarding its procurement procedures and grant-funded purchases for Grantor review and approval to assure adherence to applicable guidelines.

30.4. Grantee may use a non-competitive procurement process under some circumstances in accordance with 2 CFR 200.320(c). Grantee must request and receive approval, in writing, from Grantor before entering into an agreement through a non-competitive procurement process.

31. Subcontracting.

31.1. Grantee shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. Grantor shall not be responsible for the performance, acts or omissions of any subcontractor.

31.2. Grantee is required to submit a copy of the subcontract, Addendum to the Agreement, Required Documentation for Contractor Payment with Compensation and Rate of Pay certifications form, Sole Source Justification form, if applicable, and disclose any Conflicts of Interest to Grantor for approval prior to hiring the contractor.

31.3. As required by Grantor, Grantee shall submit documentation regarding contracts to be funded with grant funds for Grantor review and approval, to assure adherence to applicable guidelines.

31.4. Approval of the use of subcontractors by Grantor does not relieve Grantee of its obligation to assure performance under this agreement. Grantee shall be responsible for the recovery of any unspent and/or misspent grant funds paid to the subcontractor by Grantee.

32. Subawards.

32.1 Grantee will monitor subawards to ensure compliance with State and/or Federal statutes, regulations, and the terms and conditions of the subaward. Approval of a subaward does not relieve Grantee of its obligation to assure performance under this Agreement.

32.2 Subawards are subject to site visits by both Grantee and Grantor, and must make available all fiscal, personnel, and programmatic data to Grantee and Grantor at either's request. Grantor reserves the right to conduct site visits of all subawards.

32.3 Grantee will require all subawards to submit, at a minimum, periodic performance reports and

periodic financial reports to Grantee.

32.4 As Grantee awards each subaward, Grantee will forward a site visit schedule to Grantor along with any increased monitoring provisions. Any site reports created by Grantee that require a corrective action by a subaward shall be submitted to Grantor along with verification of the corrective action.

32.5 If the use of a subaward is approved by Grantor, the terms and conditions of this Agreement shall apply to and bind the party to whom such work is subawarded as fully and completely as Grantee is bound and obligated. Grantee is obligated to ensure that the terms of this Agreement are contained in any written subaward agreement. Grantee will ensure that all subawards comply with GATA prequalification requirements as identified in 44 Ill. Admin. Code 7000.70, including but not limited to Sam.gov registration.

32.6 Prior to the execution of its grant agreement, Grantee will submit their subaward monitoring protocol to Grantor for approval.

32.7 Grantee shall use a competitive bidding process for the selection of any subaward not specifically named in this Agreement.

32.8 Grantee shall conduct a programmatic risk assessment of every subaward that receives a subaward through this Agreement.

32.9 Grantee will evaluate each subaward's risk of noncompliance with federal and state statutes; regulations; rules; laws; guidelines; and conditions of this award. Grantee will impose specific conditions upon a subaward, if appropriate.

32.10 Grantee will make fiscal and programmatic technical assistance available to all subawards.

32.11 All unspent subaward funds will be returned by Grantee to Grantor within 30 days after the end of each subaward's period of performance.

32.12 Grantee will be responsible for the recovery of any unspent and/or misspent grant funds paid to the subaward by Grantee.

32.13 Grantor is not responsible for the performance, acts, or omissions of any subaward. Grantor will not mediate disputes between Grantee and subawardees.

33. Food Costs. Grantee agrees to act in accordance with Grantor's food policy for any food costs paid in whole or in part by funds under this agreement. Grantees must maintain records of actual food costs and how the food supported its program. For events, grantees must maintain records of the event, including receipts for food and other costs and the number of program participants. For emergency food provisions, grantees must maintain records of both the cost of the food provided and the program participant who received it.

34. Transportation Costs. Grantee must utilize a tracking system for any transportation costs funded by this agreement. At minimum, the tracking system must track the purpose of each trip and the cost per trip. Grantee shall submit a description of the tracking system to Grantor prior to incurring any transportation costs. This section applies to costs for both staff and participants.



35. Copyrights and Patents.

35.1. If this Agreement results in a copyright, the Grantor reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this Agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

35.2. If this agreement results in the production of patentable items, patent rights, processes, or inventions, Grantee shall immediately notify Grantor. Grantor will provide Grantee with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered to protect the public interest, in accordance with guidelines.

36. Management and Disposition of Equipment and Commodities.

36.1. Equipment and supplies acquired by Grantor with Grantor funds shall be used for purposes of the program described in the exhibits only. Grantee may retain the equipment and supplies acquired with grant funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by Grantor grant funds, but such determinations as to retention are within the sole discretion of Grantor. If the equipment or supplies originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced, or there is no longer a need for the equipment or supplies, Grantee shall request instructions from Grantor.

36.2. Grantor may deny equipment and supply costs or require that Grantee relinquish already purchased equipment and supplies to Grantor if Grantee fails to employ an adequate property management system governing the use, protection, and management of such property. Grantee is responsible for replacing or repairing equipment and supplies that are willfully or negligently lost, stolen, damaged or destroyed. Grantee shall provide equivalent insurance coverage for grant funded equipment and supplies as provided for other equipment and supplies owned by Grantee. Any loss, damage or theft of equipment and supplies shall be investigated and fully documented, and immediately reported to Grantor.

36.3. Equipment purchased using Grantor funds shall be made available for inspection during site visits, and upon request of Grantor as part of its grant monitoring and oversight responsibilities.

36.4. If, for an item of equipment described in the Budget to be purchased with Grantor funds, Grantee does not have, at a minimum, a purchase order dated within 90 days after the start date of the agreement, Grantee shall submit a letter to Grantor explaining the delay in the purchase of equipment. Grantor may, in its discretion:

- A. Reduce the amount of funding;
- B. Cancel this agreement;
- C. Allow Grantee to reallocate the funds that were allocated for such equipment to other allowable Grantor approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

37. Program Income. All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. Program income may be used by Grantee for any purpose that furthers the objectives of the grant or deducted from the total allowable costs in accordance with Part I, 7.7. Grantee shall report and account for such program income as

required by the Grantor.

38. Separate Revenue and Expenditure Accounts. Grantee must have an accounting system that meets the following requirements prior to receiving grant funds:

- (a) Provides for the clear identification, in its accounts, of all Federal awards, State awards, and matching funds received or expended.
- (b) Enables the preparation of reports required by general and program-specific terms and conditions of Grantee's awards.
- (c) Allows the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes; regulations; and the terms and conditions of the Federal or State award.
- (d) Requires each Federal award, State award, and matching fund revenues and expenditures to be accounted, recorded, and tracked separately by funding source.
- (e) Includes classification of expenditures (e.g., personnel, commodities, equipment).
- (f) Maintains a system coding or classification system that permits summarization and reporting of grant revenue and expenditures by specific accounts, programs, projects, etc.
- (g) Ensures that Federal and State awarded funds and matching funds are not commingled with funds from other Federal, State, or private sources. 2 CFR 200.302.
- (h) Maintain an accounting system that utilizes generally accepted standards of accounting.

Upon request, Grantor may allow Grantee to receive funds without meeting the above requirements. Such exception shall be granted in writing and Grantee shall be given no more than six (6) months after the exception to meet all requirements of this section.

39. Publications.

39.1. In addition to the requirements of Part I, Article XIX Grantee shall submit to Grantor for review, certain publications that will be issued by Grantee describing or resulting from programs or projects funded in whole or in part with grant funds, no later than 30 days prior to its printing.

39.2 The publications subject to this review are: journals and annual reports that describe how grantee has used the funding, any paid advertisement or public awareness campaign regardless of format, and any other publication that cumulatively costs more than \$1000 to create or produce. These publication review requirements do not apply to press releases, flyers advertising approved program activities only, newsletters and issue analyses.

39.3. Grantor reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

39.4. All publications shall supplement the language required by Part I, Article XIX with the following statement:

*"Funding provided in whole or in part by the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the State of Illinois, or the Illinois Criminal Justice Information Authority."*

39.5. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal grant funds, Grantee

shall clearly state (1) the percentage of the total cost of the program or project which will be funded under this agreement, and (2) the dollar amount of funding for the project or program in addition to the statement required in 42.4.

39.6 Exceptions to the above requirements shall only be allowed upon Grantor's written prior approval.

40. Reporting Grant Irregularities.

40.1. Grantee shall promptly notify Grantor through their Grant Monitor when an allegation is made, or Grantee otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of Grant Funds. Grantor, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities include such matters as conflicts of interest, falsification of records or reports both data, financial and programmatic, and the misappropriation of funds or other assets.

40.2. Grantee shall inform any sub-recipient of Grantor's Grant Funds that the sub-recipient is similarly obligated to report irregularities.

40.3. Failure to report known irregularities can result in suspension of the Agreement or other remedial action. In addition, if Grantee's auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to Grantee's director. Grantee, in turn, shall promptly notify Grantor as described above of the possible illegal acts or irregularities. If the possible misconduct involves Grantee's director, Grantee staff member shall provide prompt notice directly to Grantor.

40.4. In addition, Grantor, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

40.5. Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to Grantor and appropriate federal, State, and local law enforcement officials.

40.5. Grantee agrees to develop and maintain a record-keeping system to document all Agreement related activities and expenditures. These records will act as the original source material for compilation of the data and all other program activity.

40.6. The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall be reported to Grantor at:

Illinois Criminal Justice Information Authority  
Attn: Office of General Counsel  
60 E. Van Buren Street, Ste 650  
Chicago, IL 60605  
[CJA.OGCreport@illinois.gov](mailto:CJA.OGCreport@illinois.gov)

41. Reporting Potential Fraud, Waste, or Similar Misconduct.

41.1. Grantee shall promptly refer to Grantor, via their assigned Grant Monitor, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subaward has either submitted a false claim for grant funds in violation of the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

41.2. Potential fraud, waste, abuse or misconduct shall be reported to Grantor at:

Illinois Criminal Justice Information Authority  
Attn: Office of General Counsel  
60 E. Van Buren Street, Ste 650  
Chicago, IL 60605  
[CJA.OGCreport@illinois.gov](mailto:CJA.OGCreport@illinois.gov)

42. Crimes of Dishonesty. Grantee shall notify Grantor as soon as practical if any of its own or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority is criminally charged with or convicted of theft, fraud, or any other crime involving dishonesty at any point during the period of performance of this grant. Grantor may terminate this agreement, at Grantor's sole discretion, if Grantee's or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority become convicted of theft, fraud, or any crime involving dishonesty.
43. Conflict of Interest in Hiring and Procurement. In addition to the requirements of Part I, Article XVII, no employee, officer, or agent of Grantee shall participate in the selection of a contractor, award of a contract, administration of a contract, or hiring of personnel supported by grant funds if a conflict of interest, real or apparent, would be involved. Grantee shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.
44. Safeguarding Constitutional Protections Related to Religion
- 44.1 Grantee certifies that grant and match funded services must be offered without regard to religious affiliation. Grantee also certifies that the receipt of services through the grant funded program shall not be contingent upon participation in a religious event or activity. Grant or match funds may not be used for any explicitly religious activities such as worship, religious instruction, or proselytization. Grantee may engage in inherently religious activities, but such activities must be separate in time or place from the grant funded program, and beneficiaries cannot be compelled to participate in them.
- 44.2 Faith-based organizations may consider religion when hiring staff if consistent with the Religious Freedom Restoration Act and other applicable laws. If the grant is funded with federal funds, Grantee must receive prior approval from the Department of Justice, Office for Civil Rights.
45. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters. Grantee and any entity that receives a contract or subcontract with any funds under this award, may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

- a. In accepting this award, Grantee –
  - i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
  - ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to Grantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Grantor.
  
- b. If Grantee makes subawards or contracts under this award –
  - i. it represents that –
    - 1. it has determined that no other entity that Grantee's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
    - 2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
  - ii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

46. Background Checks for youth programs. Background checks are required for all program staff, independent contractors, and volunteers, including program staff, independent contractors, and volunteers for subawards and subcontractors, who have direct contact with youth before hiring or before working on the program. Grantee must have a written protocol on file requiring fingerprint-based background checks through the Illinois State Police for all persons and maintain documentation of their completion and results. The written protocol must incorporate the factors and procedures mandated by 775 ILCS 5/2-103.1. Any exception must be granted in writing by Grantor. Exceptions may include but are not guaranteed or limited to if the program model or service provision relies on staff access or credibility with at-risk populations.

47. Project Monitoring and Evaluation.

47.1. Project Monitoring: Grantee understands that Grantor may impose additional reporting requirements during the grant period by providing notice in writing to Grantee. Grantee agrees to report any additional information required by Grantor.

47.2. Grantor Evaluation: As required by Grantor, Grantee agrees to cooperate with Grantor's evaluation

of the grant project, conducted either by Grantor or external parties.

47.3. Grantee Evaluation: Project evaluation is limited to evaluation of Grantee's project, as described in this Agreement, to determine the project's effectiveness. Grantee understands and agrees that grant and match funds cannot be used for research purposes, as defined under 45 CFR 46.102(d). Grantee will provide Grantor with aggregate project data and summary reports related to project performance, including process and outcome, and any other information, as requested by Grantor.

48. Confidentiality of Records. Grantee agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation without written consent from Grantor. Grantee shall notify Grantor within three (3) business days of any such request.
49. Tax Liabilities; State Agency Delinquencies. Grantee is required to file of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.
50. Compliance. Grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and Grantor in the performance of this Agreement.

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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:

51. Pre-Award Costs. Pre-award costs are authorized in accordance with 2 CFR 200.209. Pre-award costs are those incurred from the beginning of the period of performance of the grant until the execution of this grant agreement and must be in accordance with the final approved program budget. ICJIA has the right to review supporting documentation for all pre-award costs that are submitted for reimbursement on a financial report from grantees. Costs that are not in accordance with the final approved budget (necessary, reasonable, allowable, and allocable) shall be disallowed.

52. National Environmental Policy Act and Related Legislation.

52.1. Grantee agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

52.2. Environmental Assessment (EA): Grantee agrees and understands that funded activities (whether conducted by Grantee or subgrantees or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts.

52.3. Modifications: Throughout the term of this award, Grantee will notify Grantor and National Institute of Justice (NIJ), of (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. Grantee will not implement a proposed change or new activity until NIJ, with the assistance of Grantee, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.

52.4. Grantee acknowledges that this section applies to activities whether or not they are being specifically funded with federal grant funds, in connection with the program. As long as the new activity is being conducted by Grantee, or any subgrantee, subcontractor, or any third party, and the activity needs to be undertaken in order to use the federal grant funds in connection with the program, the terms of this section must be met.

52.5. None of the following activities shall be conducted with grant funds:

- New construction.
- Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- A renovation which will change the basic prior use of a facility or significantly change its size.
- Research or technology whose anticipated and future application could be expected to have an effect

on the environment.

- Implementation of a program involving the use of chemicals.
- Any change(s) that is considering making to the previously assessed activities that may be relevant to the environmental impacts of the activities.
- Any proposed new activities or changed circumstances that may require assessment as to environmental impact.
- New activities that involve that may require assessment as to environmental impact, any construction, or any major renovation.

52.6. For existing and continuing programs or activities that will be funded with federal grant funds through Grantor, upon request by Grantor as directed by NIJ, Grantee shall cooperate with NIJ in any preparation by NIJ of a national or program environmental assessment of that funded program or activity.

52.7. Grantee agrees not to implement a proposed change or new activity until the NIJ, with assistance of Grantee, has completed any applicable environmental impact review requirements necessitated by the proposed change or new activity (or changed circumstances) and NIJ has concurred in the proposed change or new activity.

### 53. Equal Employment Opportunity Plan.

53.1. If Grantee has less than fifty employees, receives an award of less than \$25,000, is a nonprofit organization, is a medical institution, is an educational institution, or is an Indian tribe, then it is exempt from the EEO requirement. To claim the exemption, your organization must complete the DOJ OJP online EEO Reporting tool at: <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

53.2. If Grantee is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to submit a Utilization Report through the DOJ OJP online EEO Reporting tool. The Utilization Report does not have to be approved by the DOJ under this subsection. Grantee agrees to provide proof that a Utilization Report was filed within two years of the execution of this Agreement.

53.3. If Grantee is a government agency or private business, has received an award for \$500,000 or more, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it must to submit a Utilization Report for review and approval prior to the execution of this Agreement. The Utilization Report must be completed through the DOJ OJP online EEO Reporting Tool. If Grantee is required to submit a Utilization Report under this subsection, it must provide Grantor proof that the Utilization Report was approved by the OCR.

53.4. Grantee must provide proof that an EEO Certification was completed through the DOJ OJP online EEO Reporting Tool within one year of the execution of this Agreement.

53.5. Grantee must provide proof that a Utilization Report was submitted under pursuant to subsection 2.2 or approved pursuant to subsection 2.3, as applicable, within two year of the execution of this Agreement.

53.6. Grantee acknowledges that failure to submit an acceptable EEO Certification or Utilization Report, if required by this section, is a violation of this Agreement and may result in suspension or termination of funding, until such time Grantee is in compliance.



**54. Nondiscrimination.**

54.1 Grantee certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or sex. Grantee certifies that in complying with 34 USC 20110(e), as implemented by 28 CFR Part 42, it shall comply with such guidance as may be issued from time to time by the Office for Civil Rights within the Office of Justice Programs. Grantee agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5).

54.2 Grantee certifies that it will not engage in any prohibited discrimination based on any race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service. Grantee further certifies that it will not engage in any prohibited discrimination which may be in violation of Title VI of the Civil Rights Act of 1964, The Omnibus Crime Control and Safe Streets Act of 1968, The Violence Against Women Act of 1994, The Victims of Crime Act of 1984, The Juvenile Justice and Delinquency Prevention Act of 1974, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, The DOJ regulations on the Partnerships with Faith-Based and Other Neighborhood Organizations, The Illinois Human Rights Act, The Public Works Employment Discrimination Act, The Illinois Environmental Barriers Act, and any other Federal, State, or local civil rights laws.

54.3 National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, Grantee is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

54.4 Faith-Based and Community Organizations that statutorily qualify as eligible applicants under OJP programs are invited and encouraged to apply for assistance awards and will be considered for awards on the same basis as any other eligible applicants and, if they receive assistance awards, will be treated on an equal basis with all other grantees in the administration of such awards. No eligible applicant will be discriminated against on the basis of its religious character or affiliation, religious name, or the religious composition of its board of directors or persons working in the organization.

54.5 In the event that a Federal or State court or a Federal, State, or local administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against Grantee, or any sub-grantee or contractor of Grantee, Grantee will forward a copy of the finding to Grantor within five (5) business days of said finding. Grantor will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

54.6 Grantee and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 .F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

54.7 Grantee shall designate a Civil Rights Coordinator. The Civil Rights Coordinator need not be grant funded. Grantee shall promptly notify Grantor of any change regarding the designated Civil Rights Coordinator. The Civil Rights Coordinator shall be serve as the liaison for all civil rights related matters.

54.8 Grantee shall promptly refer to Grantor, via their assigned Grant Monitor, any complaints filed

with Grantee of prohibited discrimination grant employees, beneficiaries or potential beneficiaries.

54.9 Grantee's designated Civil Rights Coordinator and any program staff and match volunteers who have direct contact with program beneficiaries shall complete annual civil rights training as required and approved by Grantor.

54.10 Grantee shall certify prior to grant execution that Grantee will comply with all Federal, State, and Grantor civil rights requirements.

54.11 Grantee shall fully participate in any investigation regarding allegation of prohibited discrimination by Grantee towards Grantee employees or Grantee beneficiaries.

54.12 Grantee shall provide notice to employees and beneficiaries regarding applicable civil rights laws and the procedure for filing a complaint with Grantor or the U.S. Department of Justice, Office for Civil Rights.

54.13. Grantee agrees to complete a Civil Rights Compliance Questionnaire as required by Grantor.

54.14. Grantee agrees to comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

54.15. Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

54.16 Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

55. Certification Regarding Lobbying, Debarment, and a Drug-Free Workplace. Grantee shall complete and submit the Certification Regarding Lobbying; Debarment, Suspension and other responsibilities; and Drug-Free Workplace Requirements.
56. Lobbying Prohibition Certification. If a sub-contractor will receive more than \$100,000 in federal funds pursuant to this Agreement, Grantee will provide to Grantor a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the sub-contractor. Grantee must provide these certifications and disclosures as required by Grantor.
57. Illinois Law Enforcement Information Network. As applicable, Grantee shall comply with the Illinois Law Enforcement Information Network (ILEIN) by providing any information which ILEIN may require and with all the rules promulgated in relation thereto.
58. Statements and Press Releases. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, Grantee shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program. Grantee shall submit to Grantor a copy of all grant-related press releases at least 20 working days prior to public release.
59. Disposition Reporting. Grantee certifies that it is in compliance with the reporting provisions of the

Criminal Identification Act (20 ILCS 2630), when applicable, and agrees to cooperate with Grantor and other parties in the implementation of the State's Criminal Records Improvement Plan, developed Grantor pursuant to federal law.

60. Criminal Intelligence System Operating Policies. If the program described in this Agreement is subject to requirements of the Criminal Intelligence System Operating Policies, 28 CFR Part 23, Grantee certifies to Grantor that the program shall conform with the operating policies set forth in 28 CFR Part 23.20 and meets funding criteria set forth in 28 CFR Part 23.30. If the program is subject to these requirements, Grantee shall cooperate with specialized monitoring and auditing of the program as may be required by 28 CFR Part 23.40(a), and shall comply with operating policies required by 28 CFR Part 23.40(b).
61. Use of Funds. Grantee certifies that it, and its sub-contractors, shall use federal funds for only allowable services, activities and costs, as described in the Agreement. Grantee certifies that only those costs listed in the Budget shall be paid pursuant to this agreement.
62. High-Risk Grantees.
- 62.1. Grantee agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.
- 62.2. If Grantee is designated "high risk" by a government agency, currently or at any time during the course of the period of performance under this award, Grantee must disclose that fact and certain related information to Grantor in writing. Grantee's disclosure must include the following: 1. The government agency that currently designates the recipient high risk, 2. the date Grantee was designated high risk, 3. the high-risk point of contact at that government awarding agency (name, phone number, and email address), and 4. the reasons for the high-risk status, as set out by the governmental awarding agency.
63. Text Messaging While Driving. Grantor encourages Grantee to adopt and enforce policies banning employees of Grantee or Program Agency and contractors or sub-contractors from text messaging while driving any vehicle during the course of performing work funded by this agreement, and to establish safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
64. Reporting Potential Fraud, Waste, or Similar Misconduct.
- 64.1. Grantee shall promptly refer to Grantor, via their assigned Grant Monitor, and the Department of Justice Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-contractor, sub-grantee, or other person (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.
- 64.2. Potential fraud, waste, abuse or misconduct shall be reported to Grantor by mail at:

Illinois Criminal Justice Information Authority  
Attn: Grant Monitor  
60 E. Van Buren Suite 650  
Chicago, IL 60605

Phone: 312- 793-8550

64.3. Potential fraud, waste, abuse or misconduct shall be reported to OIG by mail or online at:

Office of the Inspector General  
U.S. Department of Justice  
Investigation Division  
1425 New York Avenue, N.W. Suite 7100  
Washington, D.C. 20530

Online: <https://oig.justice.gov/hotline/contact-grants.htm>  
Phone: 1-800-869-4499 (English and Spanish) Fax: (202) 616-9881

Website: <https://oig.justice.gov/hotline>.

65. Conferences and Training Materials.

65.1. Grantee agrees that any training or training materials developed or delivered under this award shall adhere to the OJP Training Guiding Principles for Grantees and Sub-grantees available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

65.2. Grantee agrees to comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

65.3. Conferences are defined as meetings, retreats, seminars, symposiums, training, and other events. Information on pertinent laws, regulations, policies and guidance is available at available in the DOJ Grants Financial Guide (current edition).

66. Duplicative Funding. If Grantee currently has other active awards of federal funds, or if Grantee receives any other award of federal funds during the period of performance for this award, Grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, Grantee must promptly notify Grantor in writing of the potential duplication, and, if so requested by Grantor, must seek a budget-modification or change-of-project-scope to eliminate any inappropriate duplication of funding.

67. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters.

67.1. Grantee or subrecipient ("subgrantee") or entity that receives a procurement contract or subcontract with any funds under this award, may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

67.2. The foregoing is not intended to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

67.3. In accepting this award, Grantee –

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to Grantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Grantor.

67.4. If Grantee makes sub-awards or contracts under this award --

a. it represents that –

(1) it has determined that no other entity that Grantee's application proposes may or will receive award funds (whether through a sub-award, contract, or sub-contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any sub-recipient, contractor, or sub-contractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

68. Indirect Cost Rates. A recipient, including Grantee, sub-grantees, contractors, and subcontractors that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise Grantor in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

69. Data Collection. Grantee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

70. Generally Accepted Laboratory Practices. Grantee certifies that it uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriate certifying bodies.

**71. Serious Negligence or Misconduct.**

71.1. External Investigations. Grantee shall ensure that requirements associated with 34 U.S.C. section 10562(4) (which relate to processes to conduct independent external investigations regarding allegations of serious negligence or misconduct substantially affecting the integrity of forensic results) are satisfied.

71.2. Grantee agrees to include as part of its final report: (1) the number and nature of any allegations of serious negligence or misconduct substantially affecting the integrity of forensic results received during the 12-month period of the award; (2) information on the referrals of such allegations (e.g., the government entity or entities to which referred, the date of referral); (3) the outcome of such referrals (if known as of the date of the report); and (4) if any such allegations were not referred, the reason(s) for the non-referral.

**72. Federal Performance Measures.**

72.1. Grantee must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

72.2. To ensure compliance with the Government Performance and Results Act (Pub. L. No. 103-62) and the GPRA Modernization Act of 2010 (Pub. L. No. 111-352), program performance under this federal fiscal year 2016 award is measured by the following: (1) percent reduction in the average number of days from the submission of a sample to a forensic science laboratory to the delivery of test results to a requesting office or agency (calculated by reporting the average number of days to process a sample at the beginning of the grant period versus the average number of days to process a sample at the end of the grant period); (2) percent reduction in the number of backlogged forensic cases (calculated by reporting the number of backlogged forensic cases at the beginning of the grant period versus the number of backlogged forensic cases at the end of grant period), if applicable to the award; and (3) the number of forensic science or medical examiner/coroner's office personnel who completed appropriate training or educational opportunities with fiscal year 2016 Coverdell funds, if applicable to the award. Recipients are required to collect and report data relevant to these measures. Grantee agrees to submit a final report, at the end of the award, documenting all relevant project activities and performance measures during the entire period of support under this award.

72.3. Grantee agrees to submit a final report, at the end of this award, documenting all relevant project activities during the entire period of support under this award. This report will include the following: (1) a summary and assessment of the program carried out, which shall include a comparison of pre-grant and post-grant forensic science capabilities (and shall cite the specific improvements in quality and/or timeliness of forensic science or medical examiner/coroner's office services); (2) the average number of days between submission of a sample to a forensic science laboratory or forensic science laboratory system and the delivery of test results to the requesting office or agency; and (3) an identification of the number and type of cases currently accepted by the forensic science laboratory or forensic science laboratory system. Grantee is required to collect data necessary for this report. This report is due no later than 60 days following the close of the award period or the expiration of any extension periods.

**73. Grant Funds Restrictions. Grant funds shall not be used for general law enforcement functions or non-**

forensic investigatory functions, and shall not be used for research or statistical projects or activities.

**74. Restrictions on Lobbying.**

74.1. In general, as a matter of federal law, federal funds awarded by OJP may not be used by Grantee, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

74.2. Grantee, or any subrecipient at any tier, will not use grant funds to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

74.3. Should any question arise as to whether a particular use of Federal funds would or might fall within the scope of this prohibition, the recipient is to contact Grantor or OJP for guidance, and may not proceed without the express prior written approval of Grantor and OJP.

**75. General Appropriations-Law Restrictions on the Use of Federal Funds.**

75.1. Grantee and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here.

75.2. Should a question arise as to whether a particular use of federal funds would or might fall within the scope of an appropriations-law restriction, the recipient is to contact Grantor for guidance, and may not proceed without the express prior written approval of Grantor.

**76. Protection from Reprisals.**

76.1. Grantee must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

76.2. Grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

76.3. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, Grantee is to contact Grantor.

**77. Accreditation.**

77.1. Grantee certifies that if it is accredited, will continue to demonstrate such accreditation and will provide acceptable documentation of accreditation, if requested by Grantor

77.2. Grantee certifies that if it is not accredited, it will use a portion of the award funds to prepare and apply for accreditation by not more than two years from the award date.

77.3. Grantee agrees to notify Grantor promptly upon any change in the accreditation status.

**78. Remedies for non-compliance or for materially false statements.**

78.1. Failure to comply with any one or more of these award requirements -- whether a condition set out in full above, a condition incorporated by reference, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") or Grantor taking appropriate action. Among other things, the OJP or Grantor may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, or Grantor also may take other legal action as appropriate.

78.2. Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

79. Title 34. Any reference in this Agreement to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

80. Personally Identifiable Information (PII). Grantee must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a sub-grantee)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of a grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). Grantee's breach procedures must include a requirement to report actual or imminent breach of PII to Grantor or an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

**81. Integrity and Performance Matters.**

81.1. Grantee agrees to comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government.

81.2. Grantee acknowledges that under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

81.3. The details of Grantee's obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity



and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

82. Opioid-Related Expenses. Grantee agrees to (1) distinguish in its budget whether a line item expense is "opioid-related" or "non-opioid related", and (2) provide a statement (as described in the solicitation) regarding proposed use of funds to address challenges posed by the opioid abuse crisis, if requested by Grantor.

83. Employment Eligibility Verification for Hiring Under the Award.

83.1. Grantee (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, Grantee (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with Grantee (or any subrecipient) who are or will be involved in activities under this award of both--

- (1) this award requirement for verification of employment eligibility, and
- (2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

83.2. Monitoring. Grantee's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

83.3. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

83.4. Rules of construction

A. Staff involved in the hiring process For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person

authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require Grantee, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 33.4.B., shall be understood to relieve Grantee, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

83.5. Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email [EVERify@E-VerifyEmployerAgent@dhs.gov](mailto:EVERify@E-VerifyEmployerAgent@dhs.gov).

84. Specific Federal Authorization. Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract"). The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

85. Unreasonable Restrictions on Competition.

85.1. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by Grantee or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

85.2. No discrimination, in procurement transactions, against associates of the federal government Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

85.3. Monitoring. Grantee 's monitoring responsibilities include monitoring of subrecipient compliance

with this condition.

85.4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

86.5. Rules of construction.

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require Grantee, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

86. Trafficking in Persons.

86.1. Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Grantee, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of Grantee or of any subrecipient.

86.2. The details of Grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

87. Determination of suitability to interact with participating minors.

87.1. Grantee, and any subrecipient ("subgrantee") at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

87.2 The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

88. Approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000.

88.1. Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition

applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

88.2 The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

89. Copyright; Data Rights.

89.1. Grantee acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

89.2 Grantee acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

89.3 It is the responsibility of the grantee (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

89.4 Grantee has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

90. Fee Change Notice. Grantee understands and agrees that, throughout the award period, it must promptly notify BJA if it either starts or stops charging fees for forensic science or medical examiner services, or if it revises its method of allocating fees received for such services to program income. Notice must be provided in writing to the Grantor grant manager for the award within ten (10) business days of implementation of the change.

91. Justification of Consultant Rate. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

92. The grantee agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or any accompanying accessories to support UAS.

93. Grantee may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued an Award Condition Modification (ACM) informing the grantee of the approval.

**Agreement No.723503**

94. Grantee may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required applications attachment(s) and has issued an Award Condition Modification (ACM) releasing this award condition.

95. Grantee may not obligate, expend, or drawdown any funds under this award until: (1) the grantee has submitted a list of all forensic science laboratories in the State that specifies each forensic science laboratory's accreditation status (and the accrediting body" and the scope of each accreditation; (2) the grantee has submitted a completed and properly-executed "Accreditation Status Certification" using the template provided in the Paul Coverdell Forensic Science Improvement Grants program solicitation; and (3) an Award Condition Modification (ACM) has been issued removing this special condition.

96. The grantee may not obligate, expend, or drawdown any funds under this award until: (1) the grantee has submitted documentation sufficient to demonstrate that any forensic laboratory or forensic laboratory system that will receive any portion of the grant amount either is accredited or will (or will be required to) prepare and apply for accreditation consistent with the Coverdell law and (2) an Award Condition Modification (ACM) has been issued removing this special condition.

97. The grantee may not obligate, expend, or drawdown any funds under this award until: (1) the grantee has submitted a completed attachment regarding external investigations using the template (entitled: "Attachment: External Investigations") provided in the Paul Coverdell Forensic Science Improvement Grants program solicitation (or has provided an adapted version of the template that provides all the required information), and (2) an Award Condition Modification (ACM) has been issued removing this special condition.

**The remainder of this page is intentionally left blank.**

<b>STATE OF ILLINOIS</b>	<b>UNIFORM GRANT BUDGET TEMPLATE</b> (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: County of DuPage on behalf of the DuPage County Sheriff's Office	DUNS#: 13-583-6026	NOFO ID: 1742-1204	Grant #: 723503
CFSA Number: 546-00-1742	CSFA Short Description: NFSIA	State Fiscal Year(s): 25	Project Period: 7/1/2024 - 6/30/2025

All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under " Year 1." Please read all instructions before completing form.

**SECTION A -- FEDERAL/STATE OF ILLINOIS FUNDS**

Revenues	<u>Year 1</u>			
(a). State of Illinois Grant Amount Requested	\$ 75,000			

**BUDGET SUMMARY - FEDERAL/STATE OF ILLINOIS FUNDS**

Budget Expenditure Categories <i>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</i>	<u>Year 1</u>			
1. Personnel (Salaries & Wages) 200.430	\$ -			
2. Fringe Benefits 200.431	\$ -			
3. Travel 200.474	\$ 3,280			
4. Equipment 200.439	\$ 13,700			
5. Supplies 200.94	\$ 46,525			
6. Contractual Services (200.318) & Subawards (200.92)	\$ 11,495			
16. Total Direct Costs (lines 1-15) 200.413	\$ 75,000			
17. Indirect Costs* (see below) 200.414				
Rate: ___% Base: \$ ___	\$ -			
18. Total Costs State Grant Funds (lines 16 and 17)	\$ 75,000			

## SECTION - A (continued) Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options.

- 1)  Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations.

**NOTE: (If this option is selected, please provide basic Negotiated Indirect Cost Rate Agreement information in area designated below)**

Your Organization may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for your Organization to be reimbursed for Indirect Costs from the State of Illinois, your Organization must either:

- A. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis.
- B. Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.
- C. Use a Restricted Rate designated by programmatic or statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)

- 2a)  Our Organization currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c)).

**NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below)**

- 2b)  Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. Our Organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b)). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit.

**NOTE: (Check with your State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated)**

- 3)  Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68)).

**NOTE: (Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs)**

- 4)  For Restricted Rate Programs (check one) -- Our Organization is using a restricted indirect cost rate that:  
 Is included as a "Special Indirect Cost Rate" in our NICRA (2 CFR 200Appendix IV (5) Or;  
 Complies with other statutory policies (please specify):  
 The Restricted Indirect Cost Rate is \_\_\_\_\_ %

- 5)  No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements)

Basic Negotiated Indirect Cost Rate Agreement information if Option (1) or (2a) is selected

Period Covered by the NICRA:	_____
Approving Fed/State Agency (please specify):	_____
The Indirect Cost Rate is:	_____ %
The Distribution Base is:	_____

<b>STATE OF ILLINOIS</b>		<b>UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)</b>		<b>AGENCY: Illinois Criminal Justice Information Authority</b>	
<b>Implementing Agency Name: County of DuPage on behalf of the DuPage County Sheriff's Office</b>		<b>DUNS#: 13-583-6026</b>		<b>NOFO ID: 1742-1204</b>	<b>Grant #: 723503</b>
<b>CFSA Number: 546-00-1742</b>		<b>CSFA Short Description: NFSIA</b>		<b>State Fiscal Year(s): 25</b>	<b>Project Period: 7/1/2024 - 6/30/2025</b>
<p><i>If you are required to provide or volunteer to provide cost-sharing, matching funds, other funding or contributions to the project, these should be shown for each applicable budget category. All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under " Year 1." Please read all instructions before completing form.</i></p>					
<b>SECTION B -- MATCH FUNDS</b>					
<b>Program Revenues</b>		<b>Year 1</b>			
Grantee Match Requirement: ___% <i>(ICJIA to populate only if match is required)</i>					
(b). -Cash					
(c). -Non-cash					
(d). Other Funding & Contributions					
<b>NON-STATE Funds Total</b>		\$	-		
<b>BUDGET SUMMARY MATCH FUNDS</b>					
<b>Budget Expenditure Categories</b> <i>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</i>		<b>Year 1</b>			
1. Personnel (Salaries & Wages) 200.430		\$	-		
2. Fringe Benefits 200.431		\$	-		
3. Travel 200.474		\$	-		
4. Equipment 200.439		\$	-		
5. Supplies 200.94		\$	-		
6. Contractual Services (200.318) & Subawards (200.92)		\$	-		
16. Total Direct Costs (lines 1-15) 200.413		\$	-		
17. Indirect Costs* (see below) 200.414					
Rate: _____ % Base: _____		\$	-		
<b>18. Total Costs NON-ICJIA (Match) Funds (lines 16 and 17)</b>		\$	-		



STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
<del>Implementing Agency Name: County of DuPage on behalf of the DuPage County Sheriff's Office</del> CFSA Number: 546-00-1742	DUNS#: 13-583-6026	NOFO ID: 1742-1204	Grant #: 723503
	CSFA Short Description: NFSIA	State Fiscal Year(s): 25	Project Period: 7/1/2024 - 6/30/2025

**Note: Please see ICJIA Specific Instructions tab for additional information about filling out this sheet.**

(2 CFR 200.415)

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and that any false, fictitious, or fraudulent information or the omission of any material fact, could result in the immediate termination of my grant award(s). "

Implementing Agency \_\_\_\_\_

Program Agency \_\_\_\_\_

County of DuPage

Name of Applicant Institution/Organization

Signature

Jeff Martynowicz

Name of Official

Chief Financial Officer

Title

Chief Financial Officer (or equivalent)

Date of Signature

County of DuPage

Name of Applicant Institution/Organization

Signature

Deborah Conroy

Name of Official

Chair

Title

Executive Director (or equivalent)

Date of Signature

DuPage County Sheriff's Office

Institution/Organization

Signature

James Mendrick

Name of Official

Sheriff

Title

Executive Director (or equivalent)

Date of Signature

**Note: The State awarding agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on behalf of the organization.**

**FFATA Data Collection Form (See instructions below to determine if this form needs to be completed)**

Under FFATA, any implementing agency that receives \$25,000 or more from federal funds for this award must provide the following information for federal reporting. Please fill out the following form accurately and completely. To confirm whether federal funds are part of this award, please refer to the CFDA number on the Notice of Funding Opportunity. If there is no CFDA number, then this award does not include federal funds.

<b>Grantee (or Subgrantee) DUNS:</b>	13-583-6026			
<b>Grantee (or Subgrantee) Name:</b>	County of DuPage			
<b>Grantee (or Subgrantee) DBA:</b>				
<b>Grantee (or Subgrantee) Address:</b>	421 N. County Farm Road			
<b>City:</b>	Wheaton	<b>State:</b>	IL	<b>Zip+4:</b> 60187-3978 <b>Congressional District:</b> 6
<b>Grantee (or Subgrantee) Principal Place of Performance:</b>				
<b>City:</b>	Wheaton	<b>State:</b>	IL	<b>Zip+4:</b> 60187-3978 <b>Congressional District:</b> 6
<b>Grant #:</b>	723503	<b>Award Amount:</b>	\$ 75,000	<b>Project Period:</b> 7/1/2024 - 6/30/2025
<b>State of Illinois Awarding Agency:</b> Illinois Criminal Justice Information Authority				
<b>CSFA Short Description:</b> NFSIA				
<b>Under certain circumstances, grantee (or subgrantee) must provide names and total compensation of its top 5 highly compensated officials. Please answer the following two questions and follow the instructions:</b>				
<b>Q1.</b> In your business or organization’s previous fiscal year, did your business or organization (including parent organization, all branches and all affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?				
Yes <input type="checkbox"/> If yes, must answer Q2 below.				
No <input checked="" type="checkbox"/> If no, you are not required to provide data.				
<b>Q2.</b> Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?				
Yes <input checked="" type="checkbox"/> If yes, you are not required to provide data.				
No <input type="checkbox"/> If no, you must provide the data. Please fill out the rest of this form.				
<b>Please provide names and total compensation of the top five officials:</b>				
<b>Name:</b>		<b>Amount:</b>		
<b>Name:</b>		<b>Amount:</b>		
<b>Name:</b>		<b>Amount:</b>		
<b>Name:</b>		<b>Amount:</b>		
<b>Name:</b>		<b>Amount:</b>		

Name: County of DuPage on behalf of the DuPage County Sheriff's Office

Grant #: 723503

### Section C - Budget Worksheet & Narrative

**1). Personnel (Salaries & Wages)** (2 CFR 200.430) --List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

**Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.**

Name	Position	Computation				Federal/State Amount	Match	Total Cost
		Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Quantity (based on Yr/Mo/Hr)			
							\$ -	\$ -
							\$ -	\$ -
							\$ -	\$ -
							\$ -	\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
<i>Total</i>						\$ -	\$ -	\$ -

Personnel Narrative:

Implementing Agency Name: County of DuPage on behalf of the DuPage County Sheriff's Office

Grant #: 723503

**Section C - Budget Worksheet & Narrative**

2). **Fringe Benefits (2 CFR 200.431)**--Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the name of the fringe benefit (i.e., Retirement, Insurance, Worker's Comp, etc), the fringe benefit rate, and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Note: Please see ICJA Specific Instructions tab for additional information for completing this section.

Name	Position	Fringe Costs								Federal/State Amount	Match	Total Cost	
		Calculated Salary	FICA 7.6500%	Other (Retirement) 11.9400%	Other (Please specify)	Other (Please specify)	Other (Please specify)	Other (Please Specify)	Flat Rate Fringe (If applicable)				
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
											\$ -	\$ -	\$ -

Fringe Narrative:

### Section C - Budget Worksheet & Narrative

3). **Travel** (2 CFR 200.474)-- Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. **NOTE:** Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the contractual category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Column G ("Basis") defines the quantity being measured. For example, if your expense is two nights in a hotel, the basis is "Nights." If the expense is 300 miles, the basis is "Miles."

**Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.**

Purpose of Travel (brief description)	Location	Computation						Federal/State Amount	Match	Total Cost	
		Items	Cost Rate	Quantity	Basis	# Staff	# of Trips				
American Society of Crime Laboratory Directors (ASCLD) Conference	2025 Date & Location TBD	Airfare	\$ 450.00	1	round trip	2	1	\$ 900		\$ 900	
		Baggage Fee	\$ 35.00	2	100%	2	1	\$ 140		\$ 140	
		Lodging	\$ 175.00	4	per night	2	1	\$ 1,400		\$ 1,400	
		Lodging taxes & fees	\$ 30.00	4	per night	2	1	\$ 240		\$ 240	
		Ground Transportation	\$ 75.00	4	per trip	2	1	\$ 600		\$ 600	
									\$ -		\$ -
									\$ -		\$ -
<b>Total</b>							<b>\$ 3,280</b>	<b>\$ -</b>	<b>\$ 3,280</b>		

**Travel Narrative:**

- Non-Opioid: send two staff members (Lab Director & Supervisor) to the American Society of Crime Laboratory Directors (ASCLD) Conference, date and location TBD, for education related to quality and management [ASCLD - ASCLD Annual Symposium](#). Effective 2024 the symposium is providing multiple tracks of presentations for attendees. The travelers are grantee employees, but due to limited funding are funded by this grant. Conference is 100% program-related, and pertains to both improvements in efficiency and quality of lab functions and supports successful accreditation.
- Airfare & baggage cost is estimated.
- Lodging is estimated.
- Ground transportation is estimated for staff to travel from their home to the airport to their hotel and conference.

Implementing Agency Name: County of DuPage on behalf of the DuPage County Sheriff's Office

Grant #: 723503

**Section C - Budget Worksheet & Narrative**

4). **Equipment** (2 CFR 200.439)-- Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

**Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.**

Item	Computation			Federal/State Amount	Match	Total Cost
	Quantity	Cost	Pro-Rated Share (Put 100% if cost is not pro-rated)			
<i>Opioid Related: Document Scanner with 2 year service</i>	1	\$ 6,500.00	100.00%	\$ 6,500		\$ 6,500
<i>Opioid: flammable storage lab fridge/freezer combo unit</i>	2	\$ 3,600.00	100.00%	\$ 7,200		\$ 7,200
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
<b>Total</b>				<b>\$ 13,700</b>	<b>\$ -</b>	<b>\$ 13,700</b>

Equipment Narrative:

- Opioid Related: Scanner for scanning printed data packets for upload to LIMS.
- Opioid Related: two flammable storage lab fridge/freezer for evidence and drug standards.

Implementing Agency Name: County of DuPage on behalf of the DuPage County Sheriff's Office

Grant #: 723503

**Section C - Budget Worksheet & Narrative**

**5). Supplies (2 CFR 200.94)** --List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

**Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.**

Supply Items	Computation			Federal/State Amount	Match	Total Cost
	Quantity/ Duration	Cost	Pro-Rated Share (Put 100% if cost is not pro-rated)			
<i>Opioid Related: Shorty TLC Developing Tank</i>	3	\$ 385.00	100.00%	\$ 1,155		\$ 1,155
<i>Opioid Related: TLC Tank rack (for large tank)</i>	1	\$ 406.00	100.00%	\$ 406		\$ 406
<i>Opioid Related: TLC Plates 10x20cm</i>	2	\$ 315.00	100.00%	\$ 630		\$ 630
<i>Opioid Related: TLC Plates 5x10cm</i>	2	\$ 300.00	100.00%	\$ 600		\$ 600
<i>Opioid Related: Wiley Mass Spectra of Designer Drugs 2023 upgrade</i>	4	\$ 3,884.00	100.00%	\$ 15,536		\$ 15,536
<i>Opioid Related: Anti-fatigue mats - small</i>	11	\$ 79.00	100.00%	\$ 869		\$ 869
<i>Opioid Related: Anti-fatigue mats - large</i>	1	\$ 215.00	100.00%	\$ 215		\$ 215
<i>Opioid Related: Digital Camera for Macro Evidence Photos, and accessories</i>	1	\$ 1,200.00	100.00%	\$ 1,200		\$ 1,200
<i>Opioid: chemistry thermometer alarm</i>	2	\$ 100.00	100.00%	\$ 200		\$ 200
<i>Opioid: handheld portable USB digital microscope for micro evidence photos</i>	4	\$ 966.00	100.00%	\$ 3,864		\$ 3,864
<i>Opioid: stand for USB digital microscope</i>	4	\$ 240.00	100.00%	\$ 960		\$ 960
<i>Opioid: 8 chairs to replace worn chairs in chemistry</i>	8	\$ 450.00	100.00%	\$ 3,600		\$ 3,600
<i>Opioid: chemistry ALS vial kits for samples for GC/MS</i>	40	\$ 50.00	100.00%	\$ 2,000		\$ 2,000
<i>Opioid: chemistry ALS vial footed inserts for samples for GC/MS</i>	4	\$ 180.00	100.00%	\$ 720		\$ 720
<i>Opioid: chemistry, ALS flat bottom inserts for samples for GC/MS</i>	4	\$ 200.00	100.00%	\$ 800		\$ 800
<i>Non-Opioid Related: Digital camera for latent print analysis and accessories</i>	1	\$ 3,480.00	100.00%	\$ 3,480		\$ 3,480
<i>Non-Opioid Related: colored printer and cartridges for latent print analysis</i>	1	\$ 1,330.00	100.00%	\$ 1,330		\$ 1,330
<i>Non-Opioid: replacement LP computer, 2 monitors</i>	1	\$ 8,960.00	100.00%	\$ 8,960		\$ 8,960
			<b>Total</b>	\$ 46,525	\$ -	\$ 46,525

**Supplies Narrative:**

- Opioid Related: TLC Developing tank, rack and plates for utilization of TLC in drug chemistry casework.
- Opioid Related: Wiley Mass Spectra of Designer Drugs upgrade, library used during drug chemistry casework.
- Opioid Related: anti-fatigue mats for workstations and instruments for staff conducting drug chemistry casework.
- Opioid Related: digital camera and accessories for taking macro photographs of evidence in drug chemistry casework.
- Opioid Related: two thermometers for use with fridge/freezers to monitor temperatures for storage of drug evidence and drug standards.
- Opioid Related: four stands and four digital microscope cameras for micro evidence photos in drug chemistry casework.
- Opioid Related: eight replacement chairs for old/worn chairs in drug chemistry section.
- Opioid Related: ALS vials kits, footed inserts, flat bottom inserts all used for preparation of samples to be analyzed on a GC/MS in drug chemistry casework.
- Non-Opioid Related: digital camera and accessories for latent print analysis.
- Non-Opioid Related: colored printer and cartridges for latent print analysis.
- Non-Opioid Related: replacement computer and monitors for latent print analysis (to replace aging/end of life current workstation).

Implementing Agency Name: County of DuPage on behalf of the DuPage County Sheriff's Office

Grant #: 723503

**Section C - Budget Worksheet & Narrative**

**6. Contractual Services (2 CFR 200.318) & Subawards (200.92)** -- Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Federal rules require a separate justification must be provided for sole source contracts in excess of \$150,000 (See 2 CFR 200.88). **However, ICJIA has additional requirements for sole source contracts of other amounts. The applicant must contact the ICJIA grant monitor or program administrator for additional information.** This budget category may include **subawards**. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

*Please also note the differences between subaward, contract, and contractor (vendor):*

- 1) Subaward (200.92) means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides services in support of the project activities. This can include utilities, leases, computing costs, audit costs, and similar types of costs.

**Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.**

Description	Computation				Federal/State Amount	Match	Total Cost
	Cost per Basis	2	5500	100%			
<i>Non-Opioid: Annual Accreditation Fee</i>	\$ 2,000.00	per year	1	100.00%	\$ 2,000		<b>\$ 2,000</b>
<i>Opioid: Proficiency Tests (drug chemistry)</i>	\$ 205.00	per test	4	100.00%	\$ 820		<b>\$ 820</b>
<i>Non-Opioid; Proficiency Tests</i>	\$ 305.00	per test	15	100.00%	\$ 4,575		<b>\$ 4,575</b>
<i>Non-Opioid: Meeting Registration for ASCLD 2025 Meeting</i>	\$ 775.00	per staff	2	100.00%	\$ 1,550		<b>\$ 1,550</b>
<i>Non-Opioid: Training Registration for ASCLD 2025 Meeting</i>	\$ 500.00	per day	2	100.00%	\$ 1,000		<b>\$ 1,000</b>
<i>Opioid Related: Porter Lee - LIMS Custom Report for drug chemistry</i>	\$ 1,350.00	per report	1	100.00%	\$ 1,350		<b>\$ 1,350</b>
<i>Non-Opioid Related: membership to NAFSB</i>	\$ 100.00	per staff	2	100.00%	\$ 200		<b>\$ 200</b>
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
<i>Total</i>					\$ 11,495	\$ -	<b>\$ 11,495</b>

**Contractual Narrative:**

- Non-Opioid: Annual accreditation fee to ANAB to maintain laboratory accreditation.
- Opioid Related: 4 Proficiency tests for drug chemistry to demonstrate continued competency in provided services.
- Non-Opioid: Minimum of 15 Proficiency tests (various prices) for drug chemistry, latent prints and forensic biology/DNA, to demonstrate continued competency in provided services.
- Non-Opioid: Training registration for two staff members to attend American Society of Crime Laboratory Directors (ASCLD) meeting, location and date TBD [ASCLD - ASCLD Annual Symposium](#)



- Non-Opioid: Training registration for a two staff members to attend one day of workshop(s) at the American Society of Crime Laboratory Directors (ASCLD) meeting, location and date TBD [ASCLD - ASCLD Annual Symposium](#)
- Opioid Related: Porter Lee LIMS custom report for drug chemistry.
- Non-Opioid Related: memberships for two IL Forensic Science Commissions to the National Association of Forensic Science Boards [Membership — National Association of Forensic Science Boards \(nafsb.org\)](#) . Membership provides current information related to best practices of state forensic science boards which support improvement of lab services and quality related to services provided.

### Section C - Budget Worksheet & Narrative

**16. Indirect Cost** (2 CFR 200.414) --Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

**Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.**

Description	Computation		Federal/State Amount	Match	Total Cost
	Base	Rate			
					\$ -

Indirect Cost Narrative:

This is to certify that I have reviewed the indirect cost rate proposal and grant agreement budget, and to the best of my knowledge and belief:

- (1) The costs included in the proposal to establish the final indirect costs rate for this project period are not listed in the budget as a direct cost.
- (2) The indirect costs charged to this grant agreement are not included as direct costs in a different grant agreement with the Criminal Justice Information Authority (Authority) or any other grantor.
- (3) The direct costs listed in this budget are not charged as indirect costs in a different grant agreement with the Authority or any other grantor.

Violation of this certification may result in a range of penalties, including suspension of funds under this program, termination of this agreement, suspension or debarment from receiving future grants, recoupment of monies provided under this grant, and all remedies allowed under the Illinois Grant Recovery Act (30 ILCS 708/1 et seq.)

\_\_\_\_\_  
Institution/Organization

\_\_\_\_\_  
Institution/Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Official

\_\_\_\_\_  
Name of Official

\_\_\_\_\_  
Title  
Chief Financial Officer (or equivalent)

\_\_\_\_\_  
Title  
Executive Director (or equivalent)

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

### Section C - Budget Worksheet & Narrative


**Budget Summary**--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-Statel funds that will support the project.

<i>Budget Category</i>	<i>Federal/State Amount</i>	<i>Match Amount</i>	<i>Total Amount</i>
<b>1. Personnel</b>	\$ -	\$ -	\$ -
<b>2. Fringe Benefits</b>	\$ -	\$ -	\$ -
<b>3. Travel</b>	\$ 3,280.00	\$ -	\$ 3,280.00
<b>4. Equipment</b>	\$ 13,700.00	\$ -	\$ 13,700.00
<b>5. Supplies</b>	\$ 46,525.00	\$ -	\$ 46,525.00
<b>6. Contractual Services</b>	\$ 11,495.00	\$ -	\$ 11,495.00
<b>16. Indirect Costs</b>	\$ -	\$ -	\$ -
<b>TOTAL PROJECT COSTS</b>	<b>\$ 75,000.00</b>	<b>\$ -</b>	<b>\$ 75,000.00</b>

<b>ICJIA Agency Approval</b>		<b>STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)</b>		<b>AGENCY:</b> Illinois Criminal Justice Information Authority	
Implementing Agency Name: County of DuPage on behalf of the DuPage County Sheriff's Office		DUNS#: 13-583-6026		NOFO ID: 1742-1204	
CFSA Number: 546-00-1742		CSFA Short Description: NFSIA		Grant #: 723503	
				State Fiscal Year(s): 25	
				Project Period: 7/1/2024 - 6/30/2025	

**FOR ICJIA USE ONLY**

**Final Budget Amount Approval**

<u>Final Total Budget Amount</u>	<u>ICJIA Program Staff Name</u> Kyle Schlegel	<u>ICJIA Program Staff Signature</u>	<u>Date</u>
<u>Final Total Award Amount (if different)</u> 75000	<u>ICJIA Fiscal &amp; Administrative Staff Name</u> Darryl Williams	<u>ICJIA Fiscal &amp; Administrative Signature</u> 	<u>Date</u> 6/25/2024   10:26:44 AM

**Budget Revision Amount Approval**

<u>Final Revised Budget Amount</u>	<u>ICJIA Program Staff Name</u>	<u>ICJIA Program Staff Signature</u>	<u>Date</u>
<u>Final Total Award Amount (if different)</u>	<u>ICJIA Fiscal &amp; Administrative Staff Name</u>	<u>ICJIA Fiscal &amp; Administrative Signature</u>	<u>Date</u>

**Budget Revision Amount Approval**

<u>Final Revised Budget Amount</u>	<u>ICJIA Program Staff Name</u>	<u>ICJIA Program Staff Signature</u>	<u>Date</u>
<u>Final Total Award Amount (if different)</u>	<u>ICJIA Fiscal &amp; Administrative Staff Name</u>	<u>ICJIA Fiscal &amp; Administrative Signature</u>	<u>Date</u>

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

# State of Illinois -- Uniform Budget Template (updated by ICJIA) -- GATA General Instructions

## Section A – Budget Summary

### FEDERAL/STATE FUNDS

All applicants must complete Section A and provide a break-down by all applicable budget categories. **Please read all instructions before completing form.**

#### FEDERAL/STATE GRANT FUNDS

Provide a total requested ICJIA Grant amount for each year in the Revenue portion of Section A. The amount entered in Line (a) will equal the total amount budgeted on Line 18 of Section A.

#### BUDGET SUMMARY – FEDERAL/STATE FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories.

For each project year for which funding is requested, show the total amount requested for each applicable budget category.

*Please see detail worksheet and narrative section for further descriptions and explanations of budgetary line items*

**Section A - Indirect Cost Information:** *(This information should be completed by the applicant's Business Office)* . If the applicant is requesting reimbursement for indirect costs on line 17, the applicant's Business Office must select one of the options listed on the Indirect Cost Information page under Section-A Indirect Cost Information (1-4).

Option (1): The applicant has a Negotiated Indirect Cost Rate Agreement (NICRA) that was approved by the Federal government. A copy of this agreement must be provided to the State of Illinois' Indirect Cost Unit for review and documentation. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information"*

**NOTE: The applicant may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for the applicant to be reimbursed for Indirect Costs from the State of Illinois, the applicant must either:**

- A) **Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from our State Cognizant Agency on an annual basis.**
- B) **Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.**
- C) **Use a Restricted Rate designated by programmatic statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)**

Option (2a): The applicant currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. The applicant is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c)). **Note:** *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information"*

OR

Option (2b): The applicant currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. The applicant must submit its initial Indirect Cost Rate Proposal (ICRP) immediately after the applicant is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b)). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit. **Note:** *The applicant should check with the State of Illinois awarding Agency for information regarding reimbursement of indirect costs while its proposal is being negotiated*

Option (3): The applicant elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68).

**Note:** *The applicant must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs. Note the applicant may only use the 10 percent de minimis rate if the applicant does not have an Approved Indirect Cost Rate Agreement. The applicant may not use the de minimis rate if it is a Local government, or if your grant is funded under a training rate or restricted rate program.*

Option (4): If you are applying for a grant under a Restricted Rate Program, indicate whether you are using a restricted indirect cost rate that is included on your approved Indirect Cost Rate Agreement, or whether you are using a restricted indirect cost rate that complies with statutory or programmatic policies. **Note:** *See Notice of State Award for Restricted Rate Programs*

## **Section B - Budget Summary**

### MATCH FUNDS

**MATCH FUNDS:** If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-ICJIA resources to the project, the applicant must provide a revenue breakdown of all Match funds in lines (b)-(d). the total of "Match Funds" should equal the amount budgeted on Line 18 of Section B. If a match percentage is required, the amount should be entered in this section.

### BUDGET SUMMARY – MATCH FUNDS

If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other match resources to the project, these costs should be shown for each applicable budget category of Section B.

For each applicable budget category for which matching funds are provided, show the total contribution. Only use those categories that are visible.

*Please see detail worksheet and narrative section for further descriptions and explanations of budgetary line items*

## **Section C - Budget Worksheet & Narrative**

[Attach separate sheet(s)]

Pay attention to applicable ICJIA-specific instructions.

All applicants are required to submit a budget narrative along with Section A and Section B. The budget narrative is sometimes referred to as the budget justification. The narrative serves two purposes: it explains how the costs were estimated and it justifies the need for the cost. The narrative may include tables for clarification purposes. The State of Illinois recommends using the State of Illinois Uniform Budget Template worksheet and narrative guide provided.

1. Provide an itemized budget breakdown, and justification by project year, for each budget category listed in Sections A and B.
2. For match funds or resources listed in Section B that are used to meet a cost-sharing or matching requirement or provided as a voluntary cost-sharing or matching commitment, you must include:
  - a. The specific costs or contributions by budget category;
  - b. The source of the costs or contributions; and
  - c. In the case of third-party in-kind contributions, a description of how the value was determined for the donated or contributed goods or services.

*Budget Instructions (General)*

[Please review cost sharing and matching regulations found in 2 CFR 200.306.]

3. If applicable to this program, provide the rate and base on which fringe benefits are calculated.
  
4. If the applicant is requesting reimbursement for indirect costs on line 17, this information should be completed by the applicant's Business Office. Specify the estimated amount of the base to which the indirect cost rate is applied and the total indirect expense. Depending on the grant program to which the applicant is applying and/or the applicant's approved Indirect Cost Rate Agreement, some direct cost budget categories in the applicant's grant application budget may not be included in the base and multiplied by your indirect cost rate. Please indicate which costs are included and which costs are excluded from the base to which the indirect cost rate is applied.
  
5. Provide other explanations or comments you deem necessary.

Keep in mind the following—

Although the degree of specificity of any budget will vary depending on the nature of the project and State of Illinois agency requirements, a complete, well-thought-out budget serves to reinforce your credibility and increase the likelihood of your proposal being funded.

- A well-prepared budget should be reasonable and demonstrate that the funds being asked for will be used wisely.
- The budget should be as concrete and specific as possible in its estimates. Make every effort to be realistic, to estimate costs accurately.
- The budget format should be as clear as possible. It should begin with a budget narrative, which you should write after the entire budget has been prepared.
- Each section of the budget should be in outline form, listing line items under major headings and subheadings.
- Each of the major components should be subtotaled with a grand total at the end.

Your budget should justify all expenses and be consistent with the program narrative:

- Salaries should be comparable to those within the applicant organization.
- If new staff is being hired, additional space and equipment are considered, as necessary.
- If the budget lists an equipment purchase, it is the type allowed by the agency.
- If additional space is rented, the increase in insurance is supported.
  
- If an indirect cost rate applies to the proposal, the division between direct and indirect costs is not in conflict, and the aggregate budget totals refer directly to the approved formula. Indirect costs are costs that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project (like the cost of operating and maintaining facilities, depreciation, and administrative salaries).

#### §200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

# State of Illinois -- Uniform Budget Template (updated by ICJIA) -- ICJIA Specific Instructions

## Section A – Budget Summary

**I. Section A:** Federal/State funds are those that come from ICJIA as part of a NOFO or continuation. The Implementing Agency is the entity that will be responsible for managing the agreement. Please complete all cells in blue. If indirect costs are being included in the budget, don't forget to include the Rate and Base in the left column. The following information can be found on the GATA website or on the Uniform Notice of Funding Opportunity (NOFO): NOFO ID; CFSA Number; CFSA Short Description; State Fiscal Year(s) and Project Period. If this is a continuation grant, please enter the grant number.

**II. Section A - Indirect Costs:** One of the following must be checked: Item 1; 2a or 2b; 3, 4, or 5. If Option 1 or 2a is selected, then the box at the bottom of the page must be filled out.

**III. Section B:** All required match must be included. If you are including additional match (overmatch), do not separate required match from overmatch. Those amounts should be combined together. If match is being included in your budget, please complete all cells in blue. If indirect costs will be paid by matching funds, include the Rate and Base in the left column.

**IV. Applicant Certification: The Implementing Agency (and Program Agency, if different from the Implementing Agency), must complete this form at the time the grant agreement is signed.**

**V. FFATA Form:** This should only be filled out if the source of ICJIA funds is federal (ie JAG, VOCA, VAWA, etc.) AND if the implementing agency receives \$25,000 or more in federal funds. To confirm whether federal funds are part of this award, please refer to the CFDA number on the Uniform Notice for Funding Opportunity (NOFO). If there is a CFDA number, then this award includes federal funds.

### **VI. Section C1- Personnel:**

A) If a cost of living increase is anticipated, please reflect the adjusted salary in one line item. In the justification, please state that the salary reflects a cost of living increase and provide the amount/length of time of the initial salary and amount/length of time of the final salary.

B) If you are budgeting for overtime, please put the overtime amount on the bottom row. In the justification, please state how the overtime amount has been calculated.

C) Quantity of time will depend on the basis selected.

### **VII. Section C2 - Fringe:**

A) If additional staff were added to the Personnel tab, please make sure they are also added here. Check the totals to make sure that all additional personnel are included. Fringe should include both the ICJIA and match amounts.

B) If a personnel's salary is prorated, then the flat rate fringe must also be prorated.

C) Please enter the percentages for retirement, insurance (include health, dental and life) and workman's comp. If there are other fringe benefits, please enter what the benefit is and the percentage.

D) Column M has been provided for any flat rate fringe benefits. Please enter the dollar amount in Column M. The narrative should provide sufficient detail that ICJIA understands how the flat rate fringe benefits were calculated.

### **VIII. Section C3 - Travel:**

A) This page is to be used for all travel costs - both daily and out of town. Please put similarly purposed trips together. For example - daily mileage reimbursement costs can all be on one line item and daily parking costs on the next line item. Out of town trips should also be listed together. For example, if you will attend two conferences, please put costs associated with the first conference together, and then put costs associated with the second conference together.

B) Travel expenses can not exceed the State of Illinois rates (or your agency's rate, whichever is lower). Mileage, per diem, and lodging rates can be found here:

<https://www.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx> (copy and paste this address into a web browser).



**IX. Section C4 - Equipment:**

- A) All equipment must be purchased no later than 90 days after the start of the grant, unless otherwise approved by your ICJIA grant monitor.
- B) Equipment must be pro-rated if the piece of equipment will be used for any purpose other than the grant program.

**X. Section C5 - Supplies:** Please list all supplies/commodities in this section.

**XI. Section C6 - Contractual Services:** Pro-rated Share - Certain contractual costs must be pro-rated to determine how much can be applied to the grant program. For example, telephone costs would be proportional to the number of FTEs on the grant funded program divided by the total number of FTE employees in the office. Utility or rent costs would be proportional to the space occupied by the grant funded program divided by the total space.

**XII. Section C16 - Indirect Costs:**

- A) If a federally-approved or state-approved indirect cost rate is being included, please provide the letter showing the approved indirect cost rate.
- B) If any indirect cost rate is being included (de minimus, federally approved or state approved), the certification must be signed at the time the grant agreement is signed.**

**XIII. Summary:** Please make sure the amounts on this page are the same as the amounts on each of the Budget Worksheet and Narrative tabs.

**XIX. Agency Approval:** Do not complete this form - this will be filled out by ICJIA.



**EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)  
AND CIVIL RIGHTS COMPLIANCE CERTIFICATION**

(To be completed by the Implementing Agency for federal grants only)

Name of Program (VAWA, VOCA, etc): NFSIA Agreement Number 723503

Amount of the Award: \$75,000

Organization Name (hereafter referred to as the "Grantee"): Office of the DuPage County Sheriff

Address: 501 N. County Farm Road, Wheaton, IL 60187

Contact Person: Claire Dragovich

Telephone #: \_\_\_\_\_ Fax # 630.407.2156

Email Address: 630.407.2101 claire.dragovich@dupagesheriff.org

**EEOP CERTIFICATION AND EEOP PLAN:**

I, Deputy Chief Bilodeau certify that:  
Name and title of Responsible Official

- Grantee will comply with all applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

For the EEOP Plan requirement, please check one box only:

- Grantee is claiming one or more of the following exemptions from the Equal Employment Opportunity Plan (EEOP) requirement: (1) it has less than fifty employees; (2) it is a nonprofit organization; (3) it is an Indian tribe; (4) it is a medical institution; (5) it is an educational institution; or (6) it is an organization that receives a single federal award through this grant or any other grant of \$25,000 or less.
- None of the exemptions above apply. Grantee certifies that it has submitted an EEOP Plan to ICJIA within the past two years.

The EEOP Plan is a comprehensive workforce report that must be developed and implemented in an ongoing manner as a condition of receiving federal funding. An EEOP Report Builder can be found here: <https://www.ojp.gov/program/civil-rights-office/data-tools>.

For the EEOP Certification, please check one box only:

- Grantee does not subaward a single federal award of \$500,000 or more.
- Grantee subawards a single federal award of \$500,000 or more. Please complete the following declaration.

**DECLARATION STATING THAT GRANTEE SUBAWARDS A SINGLE FEDERAL AWARD OVER \$500,000**

If a grantee, subawards a single federal award of \$500,000 or more then grantee should provide a list, including, name, address and UEI # of each such sub-recipient.

Sub-Recipient Agency Name/Address	Sub-Recipient UEI Number

**CIVIL RIGHTS CERTIFICATION:**

I certify that Grantee is in compliance with all applicable local, state, and federal civil rights laws, regulations, and guidelines, including but not limited to those listed in the Agreement(s)/Contract(s) in effect for the grant(s) and contract(s) listed above. I certify that Grantee will comply with all applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

In addition, I certify that in the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against Grantee, or any sub-grantee or contractor of Grantee, Grantee will forward a copy of the finding to the Illinois Criminal Justice Information Authority (ICJIA). ICJIA will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs. This obligation continues throughout the life of the grant.

**Check the following item(s) that apply:**

GRANTEE, ITS SUB-GRANTEES, AND CONTRACTORS **HAVE HAD NO FINDINGS OF DISCRIMINATION WITHIN THE PAST 3 YEARS.**

GRANTEE, ITS SUB-GRANTEES, AND CONTRACTORS **HAVE HAD FINDINGS OF DISCRIMINATION WITHIN THE PAST 3 YEARS.** (Grantee **MUST** attach a copy of all finding(s) made within the past 3 years that have not yet been submitted to ICJIA)

Findings of discrimination are attached.

All current findings have already been submitted to ICJIA; no additional findings have been made, and no additional findings are attached.

Signature of Responsible Official \_\_\_\_\_  
Title Deputy Chief \_\_\_\_\_  
Date \_\_\_\_\_



## U.S. DEPARTMENT OF JUSTICE

### CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") and the Illinois Criminal Justice Information Authority ("ICJIA") determines to award the covered transaction, grant, or cooperative agreement.

#### 1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

#### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)), unless such disclosure has already been made.

### 3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

### 4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as

follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

**5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS**

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Office of the DuPage County Sheriff, 501 N. County Farm Road, Wheaton IL 60187

2. Application Number and/or Project Name/NOFO Name

2023 National Forensic Science Improvement Act

3. Grantee IRS/Vendor Number

EIN# 36-60006551

4. Typed Name and Title of Authorized Representative

Claire Dragovich, Laboratory Director

5. Signature

6. Date







## Finance Resolution

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

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**File #:** FI-R-0129-24

**Agenda Date:** 8/6/2024

**Agenda #:** 8.B.

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ACCEPTANCE AND APPROPRIATION OF  
THE U.S. DEPARTMENT OF JUSTICE - BUREAU OF JUSTICE ASSISTANCE  
VETERANS TREATMENT COURT INNOVATIONS PROGRAM  
GRANT PROGRAM PY24  
AWARD NO. 2019-VC-BX-K003  
COMPANY 5000 - ACCOUNTING UNIT 6155  
\$67,650

(Under the administrative direction of the  
DuPage County Department of Probation and Court Services)

WHEREAS, the County of DuPage, through the DuPage County Department of Probation and Court Services, has been notified by the U.S. Department of Justice-Bureau of Justice Assistance, that grant funds in the amount of \$67,650.00 (SIXTY-SEVEN THOUSAND, SIX HUNDRED FIFTY AND NO/100 DOLLARS) have been made available to establish an Veterans Treatment Court Innovations program to improve outcomes for veterans and other probationers with brain injury in DuPage County through the development of a brain injury informed workforce and the implementation of systematic screening, support and referral protocol; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Subaward Agreement No. 2019-VC-BX-K003 with the U.S. Department of Justice-Bureau of Justice Assistance, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the period of performance of the Grant Award is from March 26, 2024 to March 26, 2025;  
and

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

WHEREAS, acceptance of this grant does not add any additional subsidy from the County; and

WHEREAS, the County Board finds 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 Subaward Agreement No. 2019-VC-BX-K003 (ATTACHMENT II) between DuPage County and the U.S. Department of Justice-Bureau of Justice Assistance is 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 \$67,650.00 (SIXTY-SEVEN THOUSAND, SIX HUNDRED FIFTY AND NO/100 DOLLARS) be made to establish the U.S. Department of Justice - Bureau of Justice Assistance Veterans Treatment Court Innovation Grant Program PY24, Company 5000 - Accounting Unit 6155, for the period of March 26, 2024 through March 26, 2025; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Deputy Director of Probation and Court Services is authorized to sign Subaward Agreement No. 2019-VC-BX-K003 as the Authorized Representative; and

BE IT FURTHER RESOLVED that should federal funding cease for this grant, the Judicial and Public Safety Committee shall review the need for continuing the specified program; and

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

Enacted and approved this 13<sup>th</sup> day of August, 2024 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH  
U.S. DEPARTMENT OF JUSTICE - BUREAU OF JUSTICE ASSISTANCE  
VETERANS TREATMENT COURT INNOVATIONS  
GRANT PROGRAM PY24  
COMPANY 5000 – ACCOUNTING UNIT 6155  
\$67,650

REVENUE

41000-0004 - Federal Operating Grant - DOJ \$ 67,650

TOTAL ANTICIPATED REVENUE \$ 67,650

EXPENDITURES

PERSONNEL

53090-0000 - Other Professional Services \$ 24,475  
53500-0000 - Mileage Expense 275  
53510-0000 - Travel Expense 10,037  
53610-0000 - Instruction & Schooling 11,413  
53806-0000 - Software & Maintenance 21,450

TOTAL PERSONNEL \$ 67,650

TOTAL ADDITIONAL APPROPRIATION \$ 67,650

ATTACHMENT II

<b>All Rise for Justice Fixed Amount Subaward Agreement</b>			
Pass-through Entity (PTE): All Rise for Justice		Subrecipient: County of Dupage	
PTE Contact: David Pelletier		Subrecipient Contact: Timothy P McGavin	
Federal Awarding Agency: DOJ/OJP/BJA		PTE Federal Award No: 2019-VC-BX-K003	
Project Title: VTC Innovation Program Award - County of Dupage			
<b>Fixed Amount Award Period of Performance:</b> Start: 03/26/24      End: 03/26/25		<b>Amount Funded This Action:</b> \$ 67,650.00	<b>Subaward No.</b>
Subject to FFATA? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Award Date: 07/12/2024	

**Terms and Conditions**

- PTE hereby awards a fixed amount subaward, as described above, to the Subrecipient. The award schedule for this Subaward is attached.
- All payment requests must correspond to a milestone specified in the award schedule. Invoices must list milestones, not costs, as the product, task, deliverable, or objective for reimbursement. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Authorized Official, as shown in Attachment 3A.
- The final invoice must be marked "FINAL" and submitted to PTE's Financial Contact, as shown in Attachment 3A, NOT LATER THAN **30** days after the Subaward end date. The final invoice shall constitute the Subrecipient's final financial report.
- Matters concerning the technical performance of this subaward shall be directed to the appropriate party's Authorized Official, as shown in Attachments 3A and 3B.
- Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward agreement, and any changes requiring prior approval, shall be directed to the appropriate party's Authorized Official Contact, as shown in Attachments 3A and 3B. Any such change made to this Subaward agreement requires the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.
- The PTE may issue non-substantive changes to the Period of Performance and budget (check one):  
 Bilaterally or  Unilaterally. Unilateral modifications shall be considered valid 14 days after receipt unless otherwise indicated by the Subrecipient.
- Each party shall be responsible for its negligent acts, intentional acts, or omissions and the negligent acts or omissions of its employees, officers, or directors to the extent allowed by law.
- Either party may terminate this Subaward with 30 days written notice to the appropriate party's Authorized Official Contact, as shown in Attachments 3A and 3B.
- No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Authorized Official Contact, as shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
- By signing this Subaward Agreement, the Subrecipient certifies that it will perform the work under this agreement in accordance with the terms of this agreement, the applicable terms of the Prime Award, federal, state, and local law, rules, and regulations.

By an Authorized Official of Pass-through Entity:

Name:

Title:

Signature:

Date

By an Authorized Official of Subrecipient:

Name: Timothy P McGavin

Title: Deputy Director

Signature: Timothy P McGavin  Digitally signed by Timothy P McGavin  
Date: 2024.07.15 12:19:03 -05'00'

Date 7/15/24

**Attachment 1**  
**Certifications and Assurances**

Subaward Number:

**Certification Regarding Lobbying (2 CFR 200.450)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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**Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.214 and 2 CFR 180.

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**Audit and Access to Records**

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.332 (a)(5), 200.337, and 200.338 as applicable.

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**Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)**

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

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The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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**Use of Name**

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

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**Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment**

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

**Attachment 2**  
**Federal Award Terms and Conditions**

Subaward Number

**Required Data Elements**

The data elements required by Uniform Guidance are incorporated

**This Subaward Is:**

Research & Development     Subject to FFATA

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**General Terms and Conditions**

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:

2. 2 CFR 200

3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:

4. Applicable Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

except for the following :

- a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the  Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
- b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
- c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
- d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
- e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income:

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**Special Terms and Conditions:**

**Data Sharing and Access:**

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

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**Data Rights:**

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

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**Copyrights:**

to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

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**Attachment 3A**  
Pass-Through Entity (PTE) Contacts

Subaward Number

**Pass-Through Entity (PTE)**

PTE Name:

Address:

City:  State:  Zip Code+4:

**PTE Administrative Contact**

PTE Name:

Address:

City:  State:  Zip Code+4:

Telephone:  Email:

**PTE Financial Contact**

PTE Name:

Address:

City:  State:  Zip Code+4:

Telephone:  Email:

Email Invoices?  Yes  No Invoice email (if different):

**PTE Authorized Official**

PTE Name:

Address:

City:  State:  Zip Code+4:

Telephone:  Email:

**Attachment 3B**  
**Subrecipient Contacts**

Subaward Number:

**Subrecipient Information for [FFATA](#) reporting**

Entity's UEI Name:

EIN No.:  Institution Type:

UEI:  Currently registered in SAM.gov:  Yes  No

Exempt from reporting executive compensation:  Yes  No *(if no, complete 3Bpg2)*

Parent UEI:

*This section for U.S. Entities:* Zip Code [Look-up](#)  
Congressional District:  Zip Code+4:

Place of Performance Address

503 N. County Farm Road  
Wheaton, IL 60187

**Subrecipient Contacts**

Central Email:

Website:

Principal Investigator Name:

Email:  Telephone Number:

Administrative Contact Name:

Email:  Telephone Number:

Financial Contact Name:

Email:  Telephone Number:

Invoice Email:

Authorized Official Name:

Email:  Telephone Number:

**Legal Address:**

421 N. County Farm Road  
Wheaton, IL 60187

**Administrative Address:**

503 N. County Farm Road  
Wheaton, IL 60187

**Payment Address:**

421 N. County Farm Road  
Wheaton, IL 60187



**Attachment 3B-2**  
**Highest Compensated Officers**

Subaward Number:

**Subrecipient:**

Institution Name:

PI Name:

**Highest Compensated Officers**

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

The recipient budget is currently under review.

*I have read and understand the information presented in this section of the Federal Award Instrument.*

∨ **Award Conditions**

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

∨  **Terms And Conditions**

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**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

∨  **Terms And Conditions**



Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.



OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.



Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to

The recipient should anticipate that OJP will immediately withhold ( freeze ) award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

## 6

### Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

## 7

### Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

## 8

### Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements

that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."



Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.



Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").



Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.





## Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

## 15

### Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

## 16

### Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

## 17

### Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

## 18

### Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

## 19

### Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

## 20

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).



at any time, or any person or other entity, or any obligation otherwise imposed by law, including 5 U.S.C. 1027a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

## 21

### Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

## 22

### Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

## 23

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

## 24

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## 25

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

## 26

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

## 27

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

## 28

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

## 29

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

## 30

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

### 31

#### FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

### 32

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

### 33

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

### 34

#### Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

### 35

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

### 36

The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD\_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

### 37

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

### 38

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

### 39

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

### 40

Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

#### 41

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

#### 42

##### Conditional Clearance

The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and an Award Condition Modification (ACM) has been issued to remove this award condition.

#### 43

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

#### 44

##### Statement of Federal Involvement

Due to the substantial Federal involvement contemplated in completion of this project, the BJA has elected to enter into a cooperative agreement rather than a grant. This decision is based on OJP and BJA's ongoing responsibility to assist and coordinate projects that relate to the funded activities. OJP and BJA will provide input and re-direction to the project, as needed, in consultation with the recipient, and will actively monitor the project by methods including, but not limited to, ongoing contact with the recipient. In meeting programmatic responsibilities, OJP, BJA, and the recipient will be guided by the following principles: responsibility for the day-to-day operations of this project rests with the recipient in implementation of the recipient's approved proposal, the recipient's approved budget, and the terms and conditions specified in this award. Responsibility for general oversight and redirection of the project, if necessary, rests with BJA. In addition to its programmatic reporting requirements, the recipient agrees to provide necessary information as requested by OJP and BJA. Information requests may include, but are not limited to, specific submissions related to: performance, including measurement of project outputs/outcomes; meeting performance specifications; developmental decision points; changes in project scope or personnel; budget modifications; and/or coordination of related projects.

#### 45

Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the DOJ Financial Guide Conference Cost Chapter.

#### 46

The recipient agrees to budget funds for one staff representative to attend BJA's Annual Training and Technical Assistance Providers' Meeting once a year for two to three (2-3) days in Washington, D.C. In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.

#### 47

The recipient agrees to track and report to BJA on its training and technical assistance activities and deliverables progress using the guidance and format provided by BJA.

#### 48

Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued an Award Condition Modification (ACM) informing the recipient of the approval.

#### 49

Withholding - Certification with respect to Federal taxes - award exceeding \$5 million (updated Aug. 2017)

The recipient may not obligate, expend, or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the recipient, that the recipient (unless an exemption applies by operation of law, as described below)-- (1) has filed all Federal tax returns required for the three tax years immediately preceding the tax year in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until an Award Condition Modification (ACM) has been issued to remove this condition.

*I have read and understand the information presented in this section of the Federal Award Instrument.*





## Budget Transfer

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 24-2089

**Agenda Date:** 8/6/2024

**Agenda #:** 9.A.

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DuPage County, Illinois  
 BUDGET ADJUSTMENT  
 Effective January 22, 2024

From: 5000  
 Company #

TITLE IV-D PROGRAM GRANTS  
 From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
6570			See attached					5000-9101
Total					\$ 42,420.00			

To: 5000  
 Company #

TITLE IV-D PROGRAM GRANTS  
 To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
6570			See attached					5000-9101
Total					\$ 42,420.00			

Reason for Request:

See the attached spreadsheet. Budget transfer needed to realign budget to actual expenditures at grant end which was 6/30/24.

[Redacted Signature]

Department Head

7/15/24  
 Date

Activity 2021-55-013-Y24  
 (optional)

Chief Financial Officer

7/19/24  
 Date

\*\*\*\*Please sign in blue ink on the original form\*\*\*\*

Finance Department Use Only

Fiscal Year 24 Budget Journal # \_\_\_\_\_ Acctg Period \_\_\_\_\_

Entered By/Date \_\_\_\_\_ Released & Posted By/Date \_\_\_\_\_

JPS - 8/6/24  
 FIN/CB - 8/13/24

8

Budget Adjustment		Title IV-D Grant	Prior to Transfer	Amount	After Transfer	
From:	5000	6570	51010 IMRF	\$76,480.68	\$15,781.00	\$60,699.68
	5000	6570	51040 Insurance	\$14,234.86	\$ 216.00	\$14,018.86
	5000	6570	52200 Supplies	\$3,363.19	\$ 1,236.00	\$2,127.19
	5000	6570	53090 Other professional services	\$42,407.00	\$20,540.00	\$21,867.00
	5000	6570	53510 Travel	\$4,000.00	\$ 2,000.00	\$2,000.00
	5000	6570	53600 Dues & Memberships	\$3,820.00	\$ 1,345.00	\$2,475.00
	5000	6570	53610 Instruction/Schooling	\$2,604.00	\$ 1,302.00	\$1,302.00
					<u>\$42,420.00</u>	
To:	5000	6570	50000 Salaries	\$463,627.75	\$41,314.00	\$504,941.75
	5000	6570	51030 Social Security	\$37,514.53	\$ 1,106.00	\$38,620.53
					<u>\$42,420.00</u>	
Activity:	2021-55-013-Y24					



## Budget Transfer

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 24-2091

**Agenda Date:** 8/6/2024

**Agenda #:** 9.B.

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DePage County, Illinois  
 BUDGET ADJUSTMENT  
 Effective January 22, 2024

From: 1300  
 Company #

CORNER'S FEE  
 From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
4130	5420		AUTOMOTIVE EQUIPMENT	\$ 54,983.00	247,360.00	192,377.00	7/30/24	1300-9120
Total				\$ 54,983.00				

To: 1300  
 Company #

CORNER'S FEE  
 To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
4130	5000		REGULAR SALARIES	\$ 40,000.00	0	40,000.00	7/30/24	1300-9120
	51030		EMPLOYER SHARE SOCIAL SECURITY	\$ 3,443.00	600.00	4,043.00	7/30/24	
	51000		BENEFIT PAYMENTS	\$ 1,000.00	0	1,000.00	7/30/24	
	51010		EMPLOYER SHARE I.M.R.F.	\$ 5,540.00	0	5,540.00	7/30/24	
	51040		EMPLOYEE MED & HOSP INSURANCE	\$ 5,000.00	0	5,000.00	7/30/24	
Total				\$ 54,983.00				

Reason for Request:

We are requesting to utilize these funds to add a Division Assistant as the case load has increased. We have increased the Death Investigation aspect of the office, however we are in need of additional office staff.

Signature on file *7/26/24*

Department Head *[Signature]*

Date *7/30/24*

Chief Financial Officer

Activity (optional)

\*\*\*\*Please sign in blue ink on the original form\*\*\*\*

Finance Department Use Only

Fiscal Year 24 Budget Journal # \_\_\_\_\_ Acctg Period \_\_\_\_\_

Entered By/Date \_\_\_\_\_ Released & Posted By/Date \_\_\_\_\_

JPS - 8/6/24  
 FIN/CB - 8/13/24



## Budget Transfer

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 24-2092

**Agenda Date:** 8/6/2024

**Agenda #:** 9.C.

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DuPage County, Illinois  
 BUDGET ADJUSTMENT  
 Effective May 29, 2024

GENERAL FUND SPECIAL ACCOUNTS

From: 1000  
 Company #

From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
1180	53828		CONTINGENCIES	\$ 22,328.00	4,936,471.00	4,914,143.00	7/22/24
Total				\$ 22,328.00			

To: 1000  
 Company #

CIRCUIT COURT  
 To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
5900	53820	2	GRANT SERVICES - DOMESTIC RELA	\$ 22,328.00	200,000.00	222,328.00	7/22/24
Total				\$ 22,328.00			

Reason for Request:

Budget transfer to move funds from General Fund Contingencies account to Circuit Court Grant Services - Domestic Relations Legal Fund for an invoice for Domestic Relations Legal Charities. This is a net-neutral budget transfer request, as the money requested has already been received (In/Out Transaction).

Activity \_\_\_\_\_  
 (optional)

Department Head \_\_\_\_\_  
 Chief Financial Officer *[Signature]*

Date 7/30/24  
 Date

\*\*\*\*Please sign in blue ink on the original form\*\*\*\*

Finance Department Use Only

Fiscal Year 24 Budget Journal # \_\_\_\_\_ Acctg Period \_\_\_\_\_

Entered By/Date \_\_\_\_\_ Released & Posted By/Date \_\_\_\_\_

JPS - 8/6/24  
 FIN/CB - 8/13/24



## Budget Transfer

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 24-2093

**Agenda Date:** 8/6/2024

**Agenda #:** 9.D.

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DuPage County, Illinois  
 BUDGET ADJUSTMENT  
 Effective January 22, 2024

From: 1000  
 Company #

PUBLIC DEFENDER  
 From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
6300	50000		REGULAR SALARIES	\$ 40,000.00	2,032,664.28	1,492,664.28	7/25/24	1000-9100
Total				\$ 40,000.00				

To: 1000  
 Company #

PUBLIC DEFENDER  
 To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
6300	53090		OTHER PROFESSIONAL SERVICES	\$ 40,000.00	8,837.72	48,837.72	7/25/24	1000-9100
Total				\$ 40,000.00				

Reason for Request:

We did not anticipate the amount of usage in this line; therefore, there is a shortage of funds in 53090.

Department Head \_\_\_\_\_  
 Chief Financial Officer \_\_\_\_\_

7/24/24  
 Date  
 7/30/24  
 Date

Activity \_\_\_\_\_  
 (optional)

\*\*\*\*Please sign in blue ink on the original form\*\*\*\*

Finance Department Use Only

Fiscal Year 24 Budget Journal # \_\_\_\_\_ Acctg Period \_\_\_\_\_

Entered By/Date \_\_\_\_\_ Released & Posted By/Date \_\_\_\_\_

JPS - 8/6/24  
 FIN/CB - 8/13/24



# Informational

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 24-2097

**Agenda Date:** 8/6/2024

**Agenda #:** 10.A.

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# DUPAGE COUNTY PUBLIC DEFENDER

Jeffrey R. York, Chief Public Defender

July 10, 2024

Ms. Lucy Chang Evans  
Chairwoman of the Judicial  
Public Safety Committee  
County Board Offices  
421 N. County Farm Road  
Wheaton, IL 60187

**RE: Monthly Statistical Report**

Dear Ms. Chang Evans:

Pursuant to 55 ILCS 5/3-4010, enclosed is a copy of the monthly report of services rendered by the Public Defender's Office through June 30, 2024.

Sincerely,

Signature on file

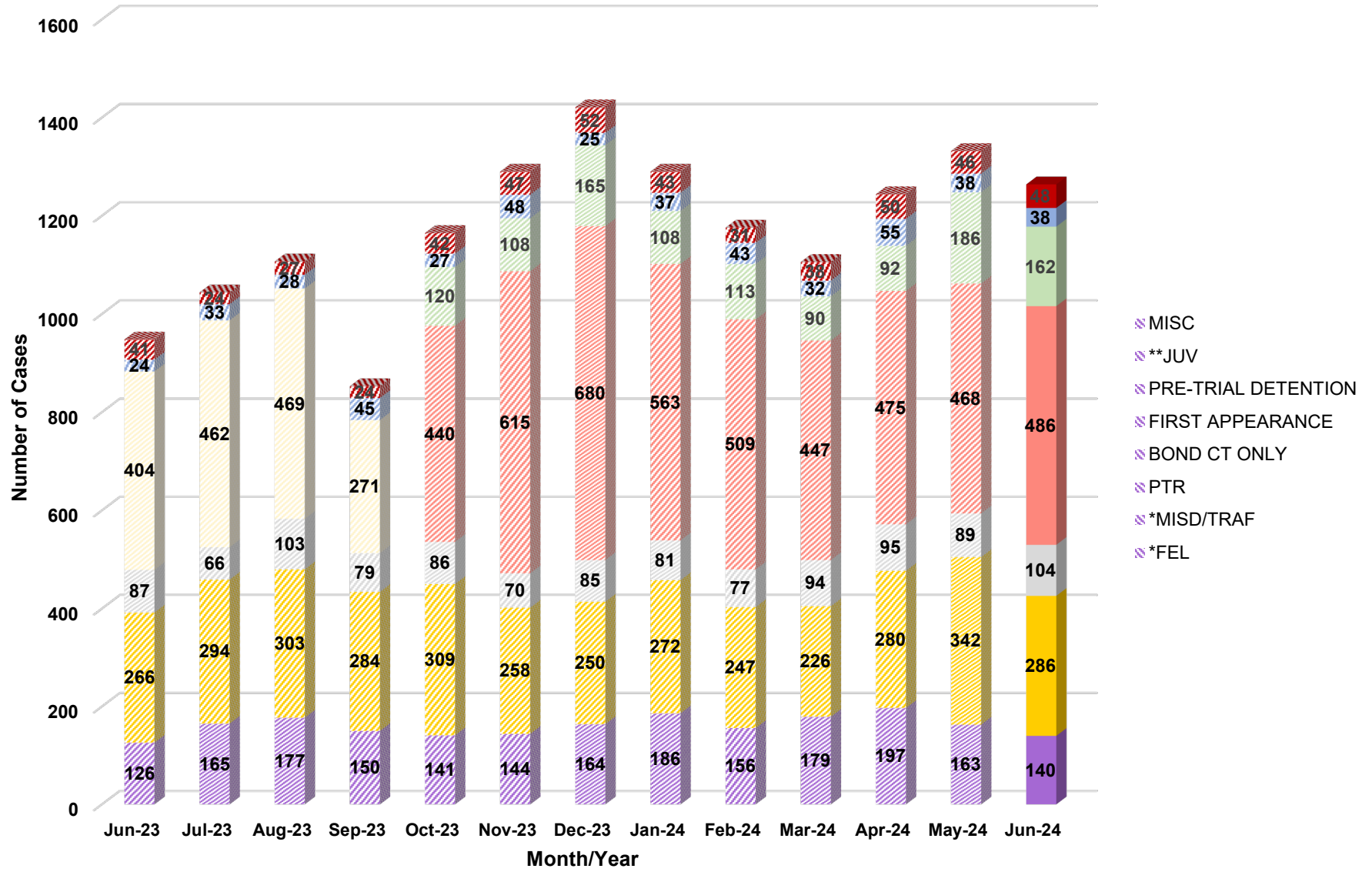
JEFFREY R. YORK  
Public Defender of DuPage County

JRY/mb  
encl.

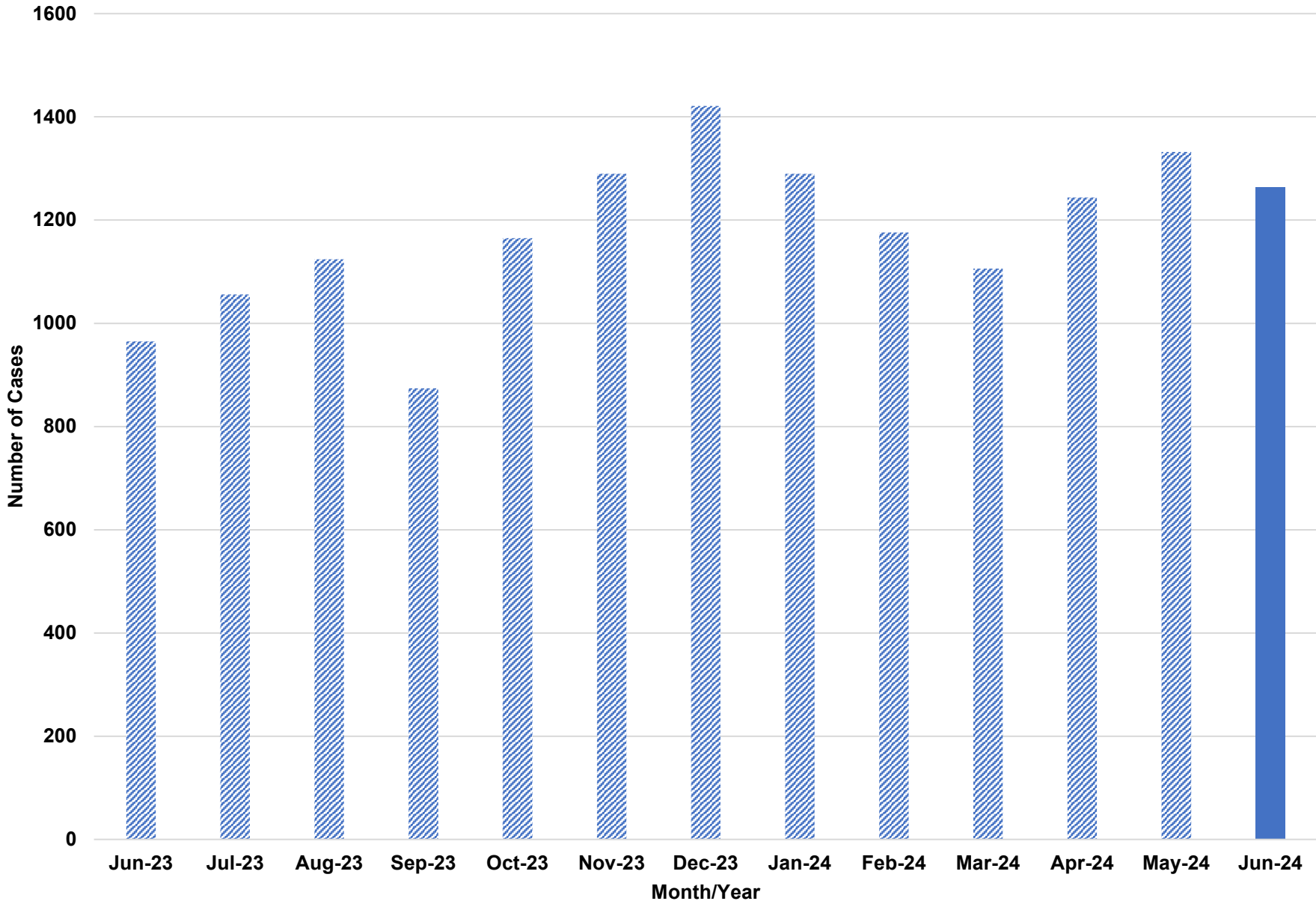
Public Defender's Office - New Case Appointments - June 2024

<b>Case Type</b>	<b>Case Sub Type</b>	<b>Number of Cases</b>
Criminal	Felony	140
Criminal	Misdemeanor	286
Juvenile Abuse and Neglect		13
Juvenile Delinquency		25
Mental Health & Miscellaneous		48
Pre-Trial First Appearance		486
Pre-Trial Detention		162
PTR	Felony/Misdemeanor	104
<b>Total</b>		<b>1264</b>

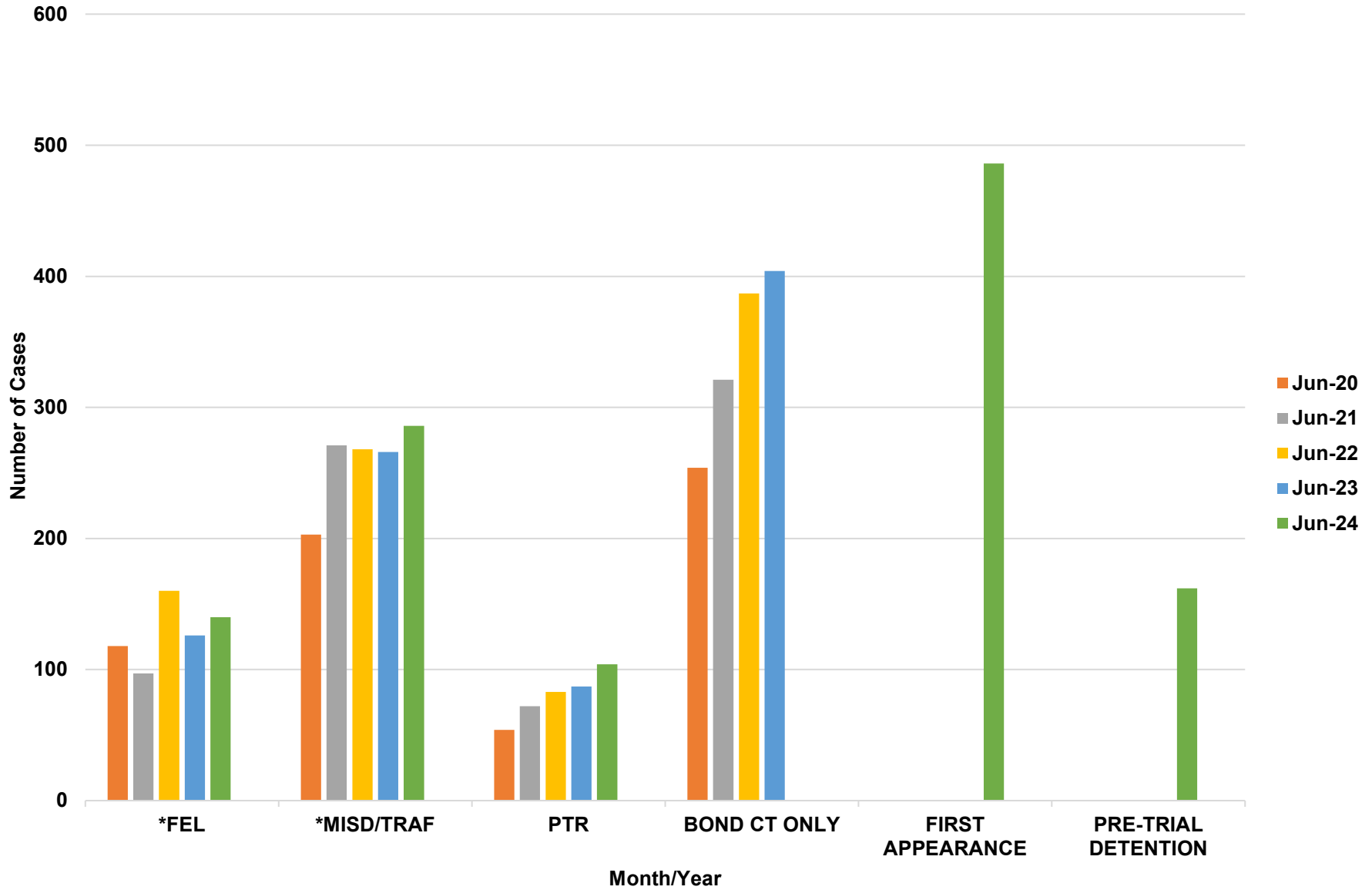
## Public Defender's Office - New Appointments - By Category Stacked June 2023 - June 2024



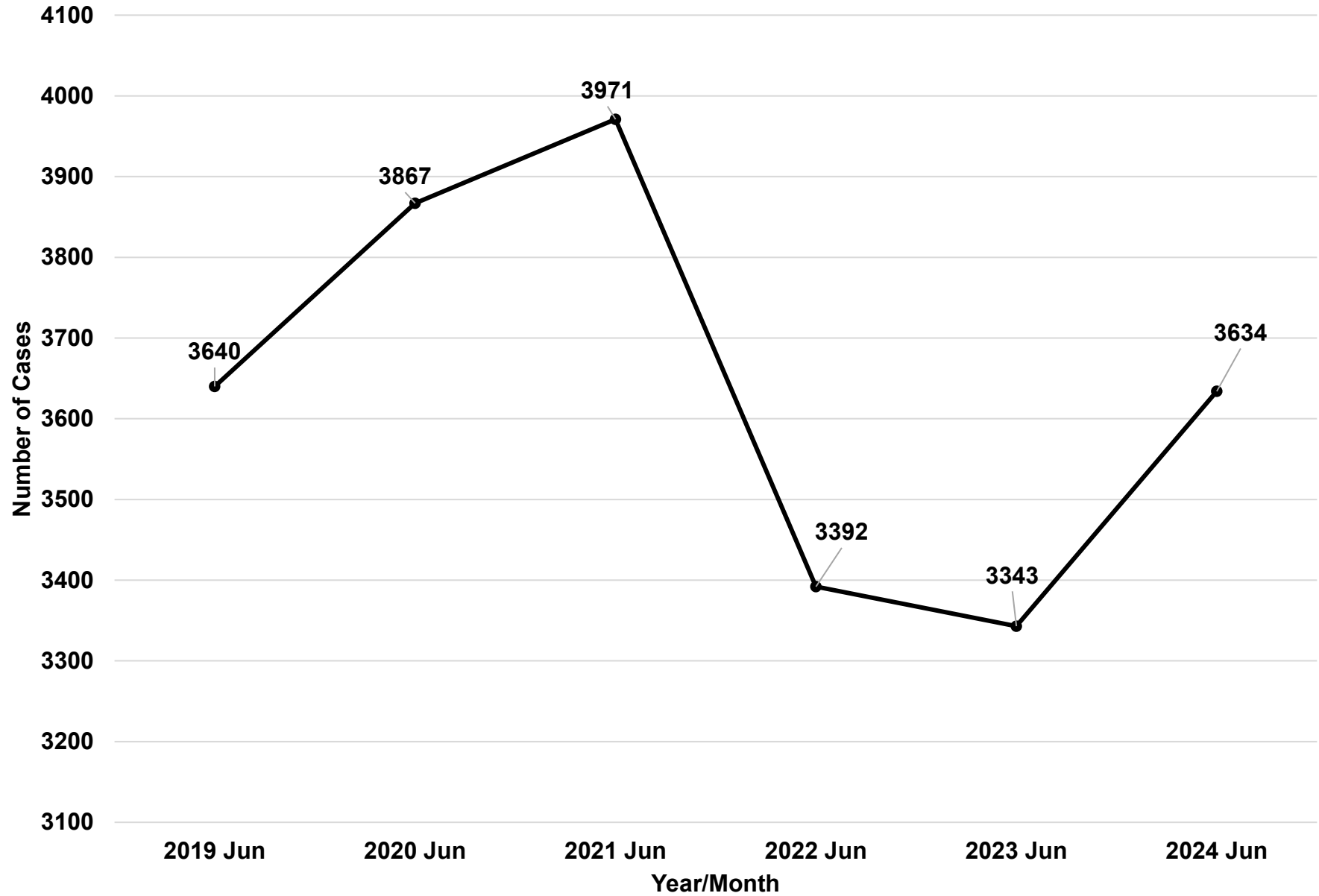
### Public Defender's Office - New Case Appointments June 2023 - June 2024



## Public Defender's Office - New Case Appointment by Type June 2020 - June 2024

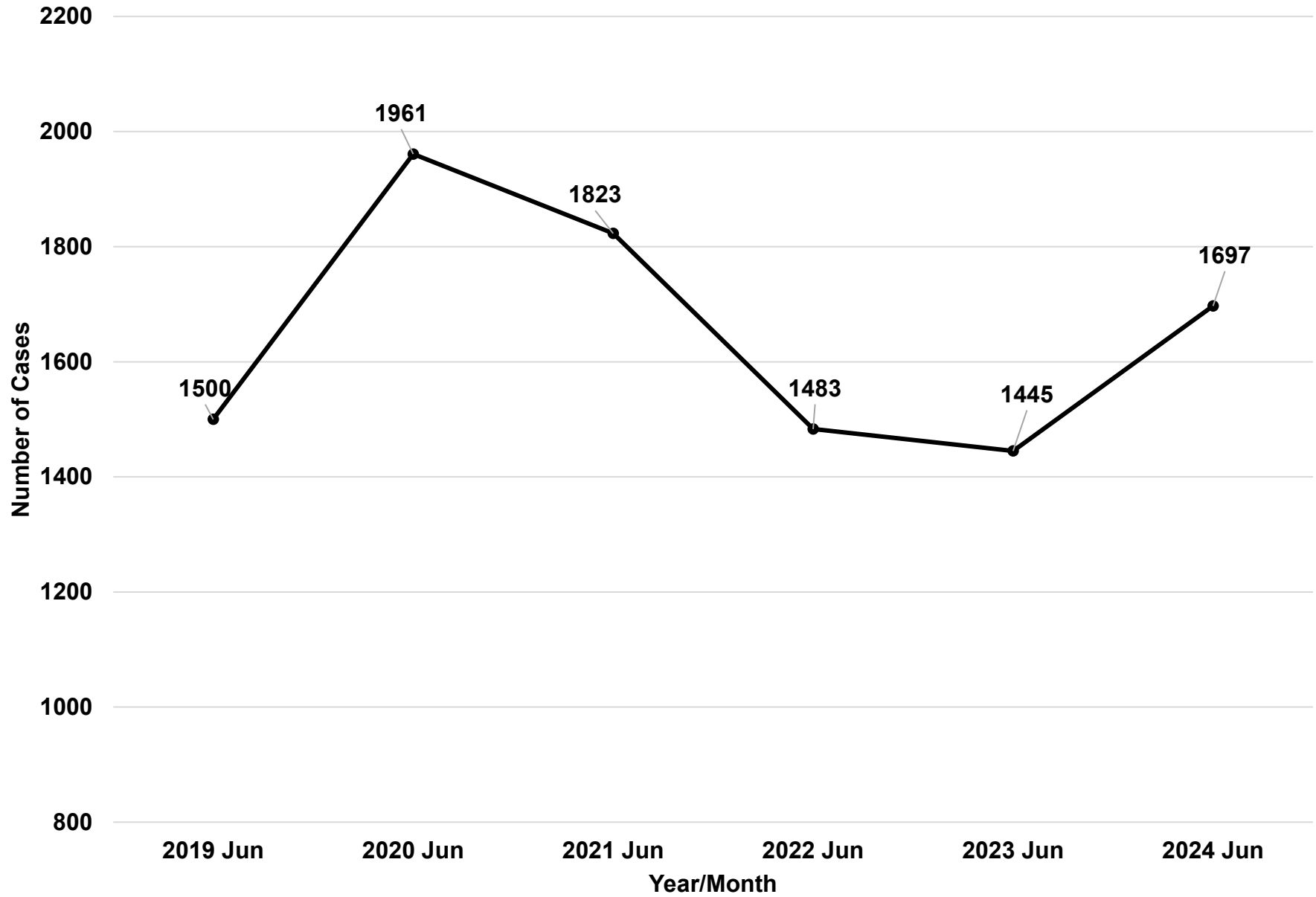


### Public Defender - Attorney Active Files - June 2019 - June 2024

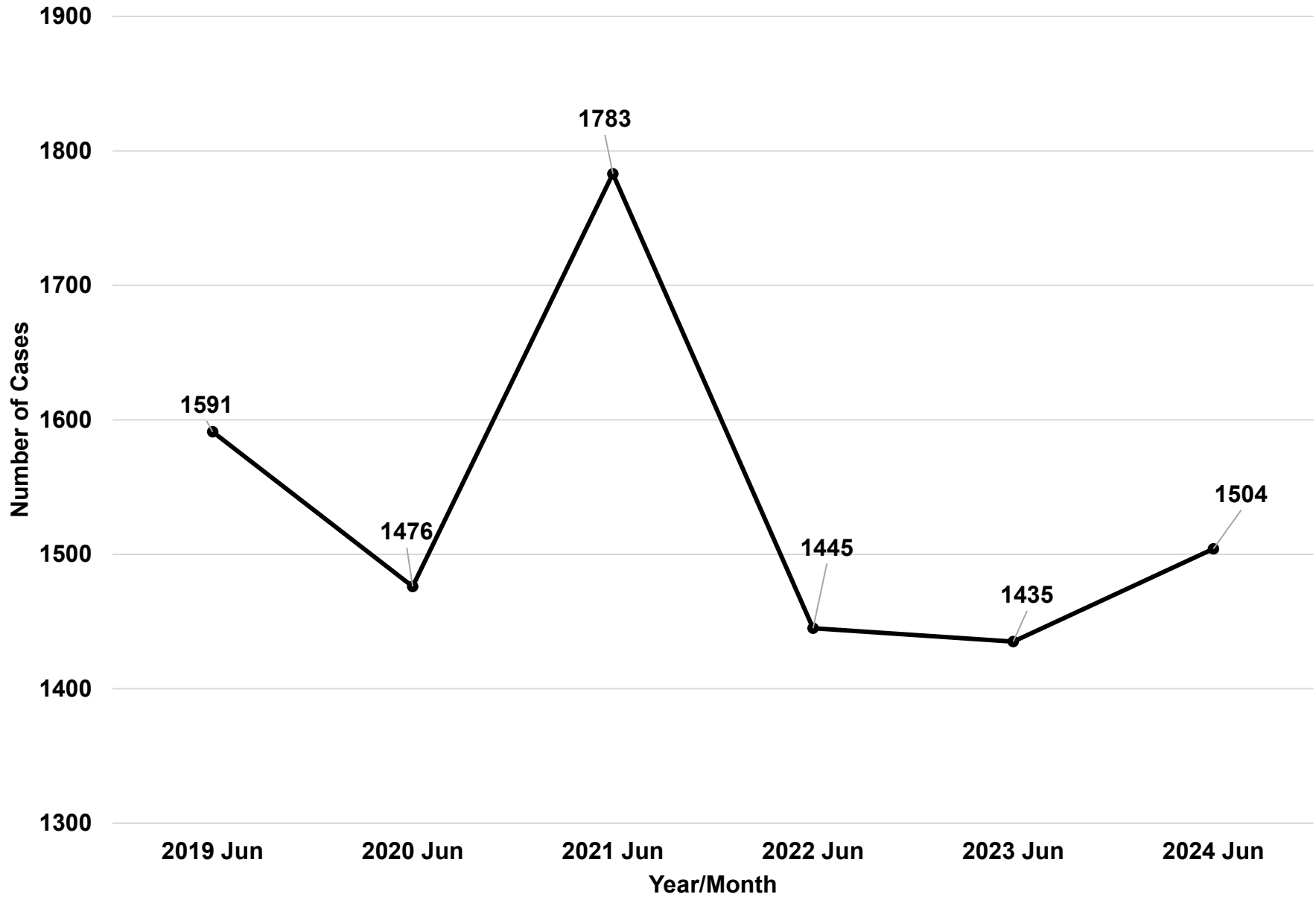




### Public Defender - Felony Active Files - June 2019 - June 2024



### Public Defender - Misdemeanor Active Files - June 2019 - June 2024



## Public Defender's Office - June 2024 Open Cases by Category

