



DU PAGE COUNTY

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

Human Services

Final Regular Meeting Agenda

Tuesday, November 21, 2023

9:30 AM

Room 3500A

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CHAIR REMARKS - CHAIR SCHWARZE

5. APPROVAL OF MINUTES

5.A. [23-3742](#)

Human Services Committee - Regular Meeting - Tuesday, November 7, 2023

6. LENGTH OF SERVICE AWARDS

Length of Service Award - Jeanie Moccio - 30 Years - Community Services

7. COMMUNITY SERVICES - MARY KEATING

7.A. [FI-R-0272-23](#)

Acceptance and appropriation of the Low-Income Home Energy Assistance Program HHS Grant PY24 Inter-Governmental Agreement No. 24-224028, Company 5000, Accounting Unit 1420, \$2,948,471. (Community Services)

7.B. [HS-R-0069-23](#)

Approval of issuance of payments by DuPage County to energy assistance providers through the Low-Income Home Energy Assistance Program, HHS Grant PY24 Inter-Governmental Agreement No. 24-224028, in the amount of \$2,408,901. (Community Services)

7.C. [HS-P-0088-23](#)

Awarding resolution to Wellsky Corporation, for the renewal of the Homeless Management Information System Software and Cloud services contract, renewal of licenses, training, support, and custom programming, for Community Services, for a contract total amount of \$43,720.48. (PARTIAL ARPA ITEM)

8. DUPAGE CARE CENTER - JANELLE CHADWICK**8.A. [HS-P-0089-23](#)**

Recommendation for the approval of a contract purchase order to AirGas USA, LLC, to furnish and deliver liquid portable oxygen for the residents at the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, for a contract total amount not to exceed \$48,000; under bid renewal #22-105-DCC, first of three, one-year optional renewals.

8.B. [HS-P-0090-23](#)

Recommendation for the approval of a contract purchase order to Accelerated Care Plus, for leasing Physical Therapy Equipment, for the period January 1, 2024 through December 31, 2027, for an amount not to exceed \$35,859.36, per sole source.

8.C. [23-3743](#)

HS-P-0051A-23 - Amendment to Resolution HS-P-0051-23, issued to Performance Foodservice, for secondary food, supplies and chemicals, for the DuPage Care Center, for the period March 1, 2023 through February 29, 2024, to increase encumbrance in the amount of \$20,000, a 27.45% increase.

9. BUDGET TRANSFERS**9.A. [23-3744](#)**

Budget Transfer to transfer monies from 1200-2050/52220 (Wearing Apparel) to 1200-2050/54110 (Equipment & Machinery) in Nursing Services to allow for the purchase of a replacement of a Broda Shower Chair for the residents of the DuPage Care Center - \$1,935.00

9.B. [23-3745](#)

Budget Transfer to transfer monies from 1200-2025/54110 (Dining Services) to 1200-20535/54110 (Housekeeping) to allow for the purchase of two (2) Duo R-Microplus Pro Mops to add to the current fleet for newly purchased Housekeeping trolley cart at the DuPage Care Center \$1,400.00.

10. RESIDENCY WAIVERS - JANELLE CHADWICK**11. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK****12. COMMUNITY SERVICES UPDATE - MARY KEATING****13. OLD BUSINESS****14. NEW BUSINESS****15. ADJOURNMENT**



Minutes

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
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File #: 23-3742

Agenda Date: 11/21/2023

Agenda #: 5.A.



DU PAGE COUNTY

421 N. COUNTY FARM ROAD
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Human Services Final Summary

Tuesday, November 7, 2023

9:30 AM

Room 3500A

1. CALL TO ORDER

9:30 AM meeting was called to order by Chair Greg Schwarze at 9:37 AM.

2. ROLL CALL

Other Board members present: Member Lucy Evans, Member Patty Gustin, and Member Yeena Yoo.

Staff in attendance: Renee Zerante (State's Attorney Office), Mary Catherine Wells, Gerald Smith, Keith Jorstad (Finance), Nickon Etmiman (Procurement), Natasha Belli, Gina Strafford-Ahmed (Community Services).

PRESENT	Childress, DeSart, Galassi, LaPlante, and Schwarze
LATE	Garcia

3. PUBLIC COMMENT

No public comments were offered.

4. CHAIR REMARKS - CHAIR SCHWARZE

Chair Schwarze reminded the committee that County Board Chair Deborah Conroy arranged a volunteering opportunity to package and bag food today at 1:30 p.m. at Loaves & Fishes in Geneva.

Chair Schwarze announced there will be a reception hosting the small non-profit grant recipients on Tuesday, November 14, between the Finance Committee and the County Board meeting. The reception will probably be held in conference room 3500B. There will be a presentation awarding the agencies with their checks at the 10:00 County Board meeting.

5. APPROVAL OF MINUTES

5.A. [23-3617](#)

Human Services Committee - Regular Meeting - Tuesday, October 17, 2023

RESULT:	APPROVED
MOVER:	Lynn LaPlante
SECONDER:	Michael Childress
AYES:	Childress, DeSart, Galassi, LaPlante, and Schwarze
LATE:	Garcia

6. COMMUNITY SERVICES - MARY KEATING

6.A. [HS-P-0081-23](#)

Awarding Resolution issued to Healthy Air Heating & Air, Inc., to provide furnace repair or replacement labor and materials for the Low Income Home Energy Assistance Program (LIHEAP), for the period of November 1, 2023 through June 30, 2024, for a contract total amount \$206,008; per quote #23-124-WEX. (Community Services)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Lynn LaPlante
SECONDER:	Kari Galassi
AYES:	Childress, DeSart, Galassi, LaPlante, and Schwarze
LATE:	Garcia

6.B. [HS-P-0082-23](#)

Awarding Resolution issued to Nortek Environmental, Inc., to provide furnace repair or replacement labor and materials for the Low-Income Home Energy Assistance Program (LIHEAP), for the period of November 1, 2023 through June 30, 2024, for a contract total of \$206,008; per quote #23-124-WEX. (Community Services)

Member Garcia arrived at 9:40 a.m.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Lynn LaPlante
AYES:	Childress, DeSart, Galassi, Garcia, LaPlante, and Schwarze

6.C. [23-3618](#)

Recommendation for approval of a contract to Norcon Communications, Inc., to deliver and install twelve talk-thru intercoms in the nine intake rooms and reception area within Community Services, for a contract total amount not to exceed \$18,908.24; per bid #23-130-CS.

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Paula Garcia
AYES:	Childress, DeSart, Galassi, Garcia, LaPlante, and Schwarze

7. **COMMUNITY DEVELOPMENT COMMISSION - Mary Keating**

7.A. [HS-R-0065-23](#)

Recommendation for Approval of a HOME Investment Partnerships Act (HOME) Agreement with Catholic Charities, Project Number HM21-02a – Tenant Based Rental Assistance – in the Amount of \$300,000.

RESULT:	APPROVED AT COMMITTEE
MOVER:	Lynn LaPlante
SECONDER:	Kari Galassi
AYES:	Childress, DeSart, Galassi, Garcia, LaPlante, and Schwarze

7.B. [HS-R-0066-23](#)

Recommendation for Approval of a Memorandum of Understanding with the Village of Addison for the County, under 24 CFR Part 58, to act as the Responsible Entity and perform the Environmental Review as necessary for Addison’s Community Project Funding (CPF) Grant.

Mary Keating gave a background on the three agreements for the Community Development Commission. We have several entities in DuPage County that have received funds as a direct allocation from the members of Congress. Members of Congress now have the ability to nominate a community project and are using the Community Development Block Grant (CDBG) platform to get these projects completed. Part of the requirements under CDBG is that an environmental review be done for each project. HUD staff requested we be the responsible entity of the environmental review. We agreed to do three out of the seven in DuPage County. One we didn’t do had significant environmental review requirements beyond the scope of our typical projects. A couple also were entities that had the ability and staff capacity to take on the training to understand the environmental review process. We do not have the staff to take on the additional responsibility and workload. The MOU’s give us the ability to charge for our staffs’ overtime, as may be required to complete these three projects.

RESULT:	APPROVED AT COMMITTEE
MOVER:	Lynn LaPlante
SECONDER:	Kari Galassi
AYES:	Childress, DeSart, Galassi, Garcia, LaPlante, and Schwarze

7.C. [HS-R-0067-23](#)

Recommendation for Approval of a Memorandum of Understanding with the City of Wheaton for the County, under 24 CFR Part 58, to act as the Responsible Entity and perform the Environmental Review as necessary for Wheaton’s Community Project Funding (CPF) Grant.

RESULT:	APPROVED AT COMMITTEE
MOVER:	Lynn LaPlante
SECONDER:	Kari Galassi
AYES:	Childress, DeSart, Galassi, Garcia, LaPlante, and Schwarze

7.D. [HS-R-0068-23](#)

Recommendation for Approval of a Memorandum of Understanding with the Wood Dale Park District for the County, under 24 CFR Part 58, to act as the Responsible Entity and perform the Environmental Review as necessary for Wood Dale Park District’s Community Project Funding (CPF) Grant.

RESULT:	APPROVED AT COMMITTEE
MOVER:	Lynn LaPlante
SECONDER:	Kari Galassi
AYES:	Childress, DeSart, Galassi, Garcia, LaPlante, and Schwarze

8. **DUPAGE CARE CENTER - JANELLE CHADWICK**

8.A. [HS-P-0083-23](#)

Recommendation for the approval of a contract purchase order to Northwestern Medicine Regional Medical Group - Dr. Miele, for Professional Services for a Medical Director, for the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, for a contract amount not to exceed \$36,000, per Other Professional Services.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Paula Garcia
AYES:	Childress, DeSart, Galassi, Garcia, LaPlante, and Schwarze

8.B. [HS-P-0084-23](#)

Recommendation for the approval of a contract purchase order to Medline Industries, Inc., to furnish and deliver disposable isolation gowns, for the DuPage Care Center, for the period November 15, 2023 through November 14, 2024, for a contract total amount not to exceed \$37,912. Contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157. (ARPA ITEM)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Lynn LaPlante
AYES:	Childress, DeSart, Galassi, Garcia, LaPlante, and Schwarze

8.C. [HS-P-0085-23](#)

Recommendation for the approval of a contract purchase order to Sysco Chicago, Inc., for primary food, supplies and chemicals, for the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, for a total contract amount not to exceed \$1,246,500, under bid renewal #22-082-DCC, first of three one-year optional renewals.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Kari Galassi
AYES:	Childress, DeSart, Galassi, Garcia, LaPlante, and Schwarze

8.D. [HS-P-0086-23](#)

Recommendation for the approval of a contract purchase order to Symbria Rehab, Inc., for Community Wellness Partner, for the Wellness Center staffing and management for Outpatient Center at the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, for a contract total amount not to exceed \$66,000; per renewal under RFP #21-073-CARE, second of three, one-year optional renewals.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Garcia
SECONDER:	Michael Childress
AYES:	Childress, DeSart, Galassi, Garcia, LaPlante, and Schwarze

8.E. [HS-P-0087-23](#)

Recommendation for the approval of a contract purchase order to Symbria Rehab, Inc., to provide Physical, Occupational, Speech and Respiratory Therapy and Consulting Services, for the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, for a contract total amount not to exceed \$1,000,000; per renewal under RFP #21-057-CARE, second of three, one-year optional renewals.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Garcia
SECONDER:	Kari Galassi
AYES:	Childress, DeSart, Galassi, Garcia, LaPlante, and Schwarze

8.F. [23-3619](#)

Recommendation for the approval of a contract purchase order to Standard Textile Company, Inc., for Housekeeping Trolley carts for the DuPage Care Center, for the period 11/08/23 through 11/07/24, for a total amount not to exceed \$25,656, per bid #23-127-DCC. (ARPA2 ITEM)

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Paula Garcia
AYES:	Childress, DeSart, Galassi, Garcia, LaPlante, and Schwarze

9. BUDGET TRANSFERS

9.A. [23-3620](#)

Budget Transfer to accommodate for Flex Benefit Earnings that are paid out instead of covering medical insurance for the IDHFS Access & Visitation Grant for the Family Center 5000-1670 for FY23 - \$600. (Community Services)

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Paula Garcia
AYES:	Childress, DeSart, Galassi, Garcia, LaPlante, and Schwarze

10. CONSENT ITEMS

Motion to Combine Items

Member LaPlante moved and Member Galassi seconded a motion to combine items 10.A. through 10.M. The motion was approved on voice vote, all "ayes".

10.A. [23-3621](#)

Alco Sales & Service Co., Contract 5318-0001 SERV - this purchase order is decreasing in the amount of \$15,265.63, and closing due to purchase order has expired.

10.B. [23-3622](#)

Alliance Distribution dba Alliance Laundry, Contract 5901-0001 SERV - this purchase order is decreasing in the amount of \$22,174.26, and closing due to purchase order has expired.

10.C. [23-3623](#)

Alpha Baking Company, Contract 5909-0001 SERV - this purchase order is decreasing in the amount of \$12,057.11, and closing due to purchase order has expired.

- 10.D. [23-3624](#)
American Bottling Company dba Keurig Dr. Pepper, Contract 5908-0001 SERV - this purchase order is decreasing in the amount of \$10,072.04, and closing due to purchase order has expired.
- 10.E. [23-3625](#)
Bob Barker Company, Inc., Contract 5946-0001 SERV - this purchase order is decreasing in the amount of \$10,380.66, and closing due to purchase order has expired.
- 10.F. [23-3626](#)
Cardinal Health, Inc., Contract 5871-0001 SERV - this purchase order is decreasing in the amount of \$372,610.97, and closing due to purchase order has expired.
- 10.G. [23-3627](#)
Lakeshore Dairy, Inc., Contract 5988-0001 SERV - this purchase order is decreasing in the amount of \$15,114.83, and closing due to purchase order has expired.
- 10.H. [23-3628](#)
Professional Medical & Surgical Supply, Contract 5924-0001 SERV - this purchase order is decreasing in the amount of \$21,552.93, and closing due to purchase order has expired.
- 10.I. [23-3629](#)
The Standard Companies, Contract 5348-0001 SERV - this purchase order is decreasing in the amount of \$88,352.05, and closing due to purchase order has expired.
- 10.J. [23-3630](#)
Vizocom ICT, LLC, Contract 6031-0001 SERV - this purchase order is decreasing in the amount of \$14,883.29, and closing due to purchase order has expired.
- 10.K. [23-3631](#)
The Home Depot, Contract 6118-0001 SERV - this purchase order is decreasing in the amount of \$28,000, due to DuPage Care Center not requiring as much product as originally requested.
- 10.L. [23-3632](#)
Valdes, LLC, Contract 6169-0001 SERV - this purchase order is decreasing in the amount of \$36,000, due to DuPage Care Center not requiring as much product as originally requested.

10.M. [23-3633](#)

Warehouse Direct, Contract 5897-0001 SERV - this purchase order is decreasing in the amount of \$17,000, due to DuPage Care Center not requiring as much product as originally requested.

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Greg Schwarze
SECONDER:	Paula Garcia
AYES:	Childress, DeSart, Galassi, Garcia, LaPlante, and Schwarze

11. INFORMATIONAL

11.A. [23-3634](#)

GPN 055-23 2023 HUD Continuum of Care Program Competition-Planning Grant PY24, U.S. Department of Housing and Urban Development, \$312,932. (Community Services)

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Kari Galassi

11.B. [23-3635](#)

GPN 056-23 PY23 Continuum of Care Program Competition - HMIS, U.S. Department of Housing and Urban Development, \$188,556. (Community Services)

11.C. [23-3636](#)

GPN 057-23 FY23 Continuum of Care Program Competition - Coordinated Entry PY25, U.S. Department of Housing and Urban Development, \$80,000. (Community Services)

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Michael Childress
SECONDER:	Kari Galassi
AYES:	Childress, DeSart, Galassi, Garcia, LaPlante, and Schwarze

12. RESIDENCY WAIVERS - JANELLE CHADWICK

No residency waivers were offered.

13. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK

Christine Kliebhan, Financial Analyst, presented the DuPage Care Center update, announcing the Care Center does not have any covid cases at this time.

The status of the construction as of last week includes tiling resident bathrooms, painting, and putting up Acrovyn Wall Protectors in the corridors. Chair Schwarze asked if the resident rooms have been completed and if there has been any displacement of residents. Ms. Kliebhan responded the bathrooms are tiled and painting has begun. Since residents were re-located several months before construction had started, no residents were displaced. The nurses' station is beginning to take shape. The area looks inviting, and it will be more operational for staff.

The Care Center completed their annual survey by the Illinois Department of Public Health (IDPH), noting only five small tags, which is exceptional. This being a great accomplishment, they will schedule a party for their incredible staff.

14. COMMUNITY SERVICES UPDATE - MARY KEATING

Ms. Keating gave a rundown of numbers for food assistance:

- \$5M in ARPA set aside for food assistance
- Contracted with NIFB for \$1.75M to supply food to the smaller pantries
- Two rounds of direct grants for food pantries for \$1.5M
- Currently taking applications for grant proposals for \$1M for equipment
- Chair Conroy has put \$1.5M in the 2024 budget for food assistance.
- Balance of funds is just over \$700,000
- Current contract with NIFB expires 11.30.23

We will bring recommendations to Finance for use of the \$700,000 for two things.

1. Extend the NIFB contract for another four months.
2. give prorated small grants to the three townships that opted out of the initial produce program.

If the request is granted, it will give us time to determine how to best allocate the funds for 2024, hopefully with no interruption in the contract time.

Ms. Keating added the accomplishments, stating the funding allowed for delivery of over 2,000,000 pounds of produce and over 25,000 cases of diapers, wipes, and toilet paper.

Chair Schwarze stated he has met multiple times with Mary Keating, Vice-Chair Paula Deacon Garcia, and the DuPage County food pantries. He estimates 95% of the food pantries are happy with the produce received from NIFB and intent on staying with NIFB's produce program. Mr. Schwarze will request at next week's Finance meeting to have the \$1.5 M increased as food insecurities will be a resident need for some time.

15. OLD BUSINESS

No old business was discussed.

16. NEW BUSINESS

No new business was discussed.

17. ADJOURNMENT

With no further business, Chair Schwarze requested a motion to adjourn. Member LaPlante so moved, Member Garcia seconded, all ayes on a voice vote, meeting adjourned at 10:02 a.m.



Finance Resolution

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

File #: FI-R-0272-23

Agenda Date: 11/21/2023

Agenda #: 7.A.

ACCEPTANCE AND APPROPRIATION OF THE
LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM HHS GRANT PY24
INTER-GOVERNMENTAL AGREEMENT NO. 24-224028
COMPANY 5000 - ACCOUNTING UNIT 1420
\$2,948,471

(Under the administrative direction of
the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity that grant funds in the amount of \$2,948,471 (TWO MILLION, NINE HUNDRED FORTY-EIGHT THOUSAND, FOUR HUNDRED SEVENTY-ONE AND NO/100 DOLLARS) are available to be used to assist low-income DuPage County residents by offsetting the rising cost of home energy through direct financial assistance, energy counseling, outreach, and education; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 24-224028 with the Illinois Department of Commerce and Economic Opportunity, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the period of the Inter-Governmental Agreement is from October 1, 2023 through August 31, 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 the Inter-Governmental Agreement No. 24-224028 (ATTACHMENT II) between DuPage County and Illinois Department of Commerce and Economic Opportunity 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 \$2,948,471 (TWO MILLION, NINE HUNDRED FORTY-EIGHT THOUSAND, FOUR HUNDRED SEVENTY-ONE AND NO/100 DOLLARS) be made to establish the Low-Income Home Energy Assistance Program HHS Grant PY24, Company 5000 - Accounting Unit 1420 for the period October 1, 2023 through August 31, 2025; and

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

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

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

Enacted and approved this 28th of November, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH
 THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM HHS GRANT PY24
 INTER-GOVERNMENTAL AGREEMENT NO. 24-224028
 COMPANY 5000 – ACCOUNTING UNIT 1420
 \$2,948,471

REVENUE

41000-0002 - Federal Operating Grant - HHS \$ 2,948,471

TOTAL ANTICIPATED REVENUE \$ 2,948,471

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries \$ 278,818
 50010-0000 - Overtime 6,645
 51010-0000 - Employer Share I.M.R.F. 21,981
 51030-0000 - Employer Share Social Security 21,838
 51040-0000 - Employee Med & Hosp Insurance 31,307
 51050-0000 - Flexible Benefit Earnings 1,482

TOTAL PERSONNEL \$ 362,071

COMMODITIES

52000-0000 - Furn/Mach/Equip Small Value \$ 1,143
 52100-0000 - I.T. Equipment-Small Value 8,101
 52200-0000 - Operating Supplies & Materials 3,971

TOTAL COMMODITIES \$ 13,215

CONTRACTUAL

53090-0000 - Other Professional Services \$ 156,784
 53260-0000 - Wireless Communication Svc 343
 53410-0000 - Rental Of Machinery & Equipmnt 429
 53500-0000 - Mileage Expense 1,279
 53510-0000 - Travel Expense 2,332
 53600-0000 - Dues & Memberships 1,081
 53610-0000 - Instruction & Schooling 386
 53800-0000 - Printing 143
 53803-0000 - Miscellaneous Meeting Expense 143
 53804-0000 - Postage & Postal Charges 686
 53806-0000 - Software Licenses 571

53808-0000 - Statutory & Fiscal Charges	50
53821-0000 - Energy Grants	2,408,901
53830-0000 - Other Contractual Expenses	<u>57</u>
TOTAL CONTRACTUAL	\$ <u>2,573,185</u>
TOTAL ADDITIONAL APPROPRIATION	\$ <u><u>2,948,471</u></u>



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
DuPage County**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and DuPage County (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 DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY

DUPAGE COUNTY

By: _____
Signature of Kristin A. Richards, Director

By: _____
Signature of Authorized Representative

Date: _____

Date: _____

By: _____
Signature of Designee

Printed Name: Mary A Keating

Printed Title: Executive Director

Date: _____

Email: Mary.Keating@dupageco.org

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of Second Grantor Approver, if applicable

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Date: _____

Printed Name: _____

Printed Name: _____

Printed Title: _____
Second Grantor Approver

Printed Title: _____
Second Grantee Approver
(optional at Grantee's discretion)

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Third Grantor Approver

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.

“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” means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

“State Grantee Compliance Enforcement System” means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

“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 **10/01/2023** and expires on **08/31/2025** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$2,948,471.00**, of which **\$2,948,471.00** are federal funds. Grantee accepts Grantor’s payment as specified in this ARTICLE.

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

The Award amount listed in Paragraph 2.2 is not a guarantee of payment, and Grantee’s receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement

Payments to the Grantee are subject to the Grantee’s submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor’s approval of eligible costs and cash amount requested for reimbursement of those costs.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **G-2402ILLIEA**, the federal awarding agency is **Department Of Health And Human Services**, and the Federal Award date is **10/01/2023**. If applicable, the Assistance Listing Program Title is **Low-Income Home Energy Assistance** and Assistance Listing Number is **93.568**. The Catalog of State Financial Assistance (CSFA) Number is 420-70-0090 and the CSFA Name is Low Income Home Energy Assistance. If applicable, the State Award Identification Number (SAIN) is 90-45133.

**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: **366006551** 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 |
| <input checked="" type="checkbox"/> | 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**.

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 a de minimis rate of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% 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 books, records and supporting documentation, as described in this ARTICLE, 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 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 \$750,000 or more 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. 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 \$750,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more 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 \$500,000 in State-issued Awards, but expends \$300,000 or more 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 \$750,000 or more 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 \$750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

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

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

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

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

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

Grantee must complete the Award Activities described on this Exhibit A, the Deliverables and Milestones listed on Exhibit B and the Performance Measures listed on Exhibit D within the term of this Agreement, as provided in Paragraph 2.1, herein.

AUTHORITY: The Grantor is authorized to make this Award pursuant to statutes cited in the Program Objective below.

The purpose of this authority is as follows:

To provide grants for client services under a comprehensive low income energy assistance program which incorporates assistance in regards to utility services(LIHEAP), and energy conservation measures via weatherization, in an effort to ensure citizens have access to affordable energy services.

PROJECT DESCRIPTION:

Through the Low Income Home Energy Assistance Program (“LIHEAP”), Grantee shall assist eligible households with the costs of home energy by incorporating fuel assistance, home weatherization and other related measures in accordance with the current LIHEAP regulations and requirements.

Grant Funds will be allocated to Local Administering Agencies (individually, each a “Grantee”) to administer the LIHEAP on a local level, assisting low income residents in Illinois with energy and heating bills and providing other LIHEAP-related services. Grantee must comply with all LIHEAP regulations, requirements, policies and procedures set forth by federal and state laws and by Grantor including, but not limited to, the Grantor Office of Community Assistance (“OCA”) program manual(s), technical assistance memoranda, written directives, training, and any other guidance or instructions in connection with the LIHEAP.

Program Objective

Grantee must use Grant Funds provided under this Agreement for the LIHEAP to develop and implement a program to assist low income, Illinois residents conserve fuel and defray rising costs of energy as set forth in Exhibits A and B, herein. For carrying out such program objectives, the total compensation and reimbursement payable by the Grantor to the Grantee shall be in compliance with and not exceed the amount specified in the Budget (Attachment A). The Grantor shall distribute/pay the total amount of the Grant Funds to the Grantee in accordance with the Energy Assistance Act (305 ILCS 20/1 *et seq.*), applicable sections of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75), Subpart H of the Department of Health and Human Services Block Grant Regulations (45 CFR Part 96), Title XXVI of the Omnibus Budget Reconciliation Act of 1981 establishing the Low Income Home Energy Assistance Act of 1981, the Federal Economic Opportunity Act of 1964 (42 USC § 2701 (*see also* 42 USC § 8621 *et seq.*, Chapter 94, Subchapter II)), the Illinois Administrative Rules (47 Ill. Admin. Code Part 100), and any other applicable regulations and policies promulgated by the federal and state governments and by the Grantor. The Grantee further agrees that this Agreement is subject to such modifications which the Grantor determines may be required by federal or state laws, rules, or regulations applicable to this Agreement. Any such modifications to this Agreement shall be incorporated in accordance with the applicable provisions herein, including but not limited to, paragraphs 5.2 and 6.2.

EXHIBIT B

DELIVERABLES OR MILESTONES

Grantee shall perform the following tasks, including but not limited to:

- Grantee shall make payments under this Award with respect to households with income, which does not exceed a level determined and communicated by Grantor.
- Grantee shall place top priority on outreach efforts to the elderly and disabled populations, but must not discriminate against any other population groups. Grantee must conduct outreach activities designed to ensure that eligible households are made aware of the assistance available under this Award, and any similar energy-related assistance available under the federal and state statutes and rules referenced in Exhibit A, herein, including Subpart H of the Department of Health and Human Services Energy Assistance Block Grant Regulations (45 CFR Part 96), Title XXVI of the Omnibus Budget Reconciliation Act of 1981 establishing the Low Income Home Energy Assistance Act of 1981 (the "Act"), the Federal Economic Opportunity Act of 1964 (42 USC § 2701 (*see also* 42 USC § 8621 *et seq.*, Chapter 94, Subchapter II)), the Energy Assistance Act (305 ILCS 20/1 *et seq.*), and the Illinois Administrative Rules (47 Ill. Admin. Code Part 100).
- Grantee shall coordinate activities under this Award with similar and related programs administered by the federal government and the State of Illinois, particularly low income energy-related programs relating to Community Services Block Grant Program, the Supplemental Security Income Program under Part A of Title IV of the Social Security Act, or under any other provision of law which carries out programs which were administered under the Economic Opportunity Act of 1964 (42 USC § 2701 (*see also* 42 USC § 8621 *et seq.*, Chapter 94, Subchapter II)) before the date of the enactment of the Act.
- Grantee shall provide, in a manner consistent with the efficient and timely payment of benefits, the highest level of assistance to those households which have the lowest incomes and the highest energy costs in relation to income, also taking into account the number of members in the household.
- Grantee shall establish procedures to notify each participating household of the amount of assistance paid on its behalf. Grantee shall assure that no payment is made to a home energy supplier unless the Grantee or the Grantor has a separate written agreement outlining the terms for the supplier's acceptance of such payment.
- Grantee shall provide assurances that owners and renters will be treated equitably under the LIHEAP.
- Grantee shall permit and cooperate with federal investigations undertaken in accordance with Section 8627 of the Low Income Home Energy Assistance Act of 1981 (42 USC § 8627).
- Grantee shall provide beneficiary applicant an opportunity to participate in a fair hearing and appeal process if the individual's claims for assistance under the LIHEAP State Plan is denied or not acted upon with reasonable promptness (47 Ill. Admin. Code 100.90).
- Grantee shall provide to Grantor an implementation plan, which shall include a detailed description of Grantee's intake/outreach processing and approval systems. If an appointment system is used, then it too should be described in detail in the implementation plan. Grantee shall maintain its detailed description of the intake/outreach processing and approval systems on file for the Grantor's review.
- Grantee shall respond in writing to all written technical assistance recommendations by the Grantor. The Grantee must submit all required reports to the Grantor, in the prescribed manner, by the required date of submission. A list of all required reports is outlined in the Grantor OCA program manual(s).

Grantee shall perform any and all other tasks, as requested by Grantor and in furtherance of the LIHEAP requirements.

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: Kristin A. Richards
Title: Director
Address: 607 E. Adams St.
Springfield, IL 62701

GRANTEE CONTACT

Name: Mary A Keating
Title: Executive Director
Address: 421 North County Farm Road
Wheaton, IL 60187-3978

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Renee Ryals
Title: Grant Manager
Address: 607 E. Adams St.
Springfield, IL 62701
Phone: 000-000-0000
TTY#: (800) 785-6055
Email: renee.d.ryals@illinois.gov
Address:

GRANTEE CONTACT

Name: Mary A Keating
Title: Executive Director
Address: 421 North County Farm Road
Wheaton, IL 60187-3978
Phone: 630-407-6457
TTY#: N/A
Email: Mary.Keating@dupageco.org
Address:

GRANTEE DESIGNEES

The following are designated as Authorized Designee(s) for the Grantee (See **PART TWO**, ARTICLE XXIII):

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Caleb Jones
Email: caleb.j.jones2@illinois.gov
Phone: 000-000-0000
Fax#: N/A

Address: 607 E. Adams St.
Springfield, IL 62701

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Grantee's performance for this Award will be measured based on the LIHEAP and/or PIPP requirements, as applicable, that Grantor will review periodically during the Award Term, including, but not limited to the following:

1. Application Status Report (LH004):
 - Are GFE/CPR applications being processed (approved or denied) timely?
 - Are the applications in LAA Approved/Verified status that indicate the electronic communications stalled and the LAA needs to intervene?
 - Are there any LOF (Lack of Funds) applications the LAA should research and resolve?
 - Are there applications that have exceeded the 30-day timeframe to reach approved or denied for LIHEAP benefit status?
 - Are there crisis assistance applications that aren't processed within the 18/24 hour federally mandated timeframe?
 - Are there rejected applications that require LAA follow-up?
2. 90 Days Closeout Report (LH022): Applications on this report are past 30 days from the application date and therefore, out of compliance, and could be in jeopardy of being automatically denied by the LIHEAP database as "Application Lapsed."
3. Audit Invoices and Register Report (LH429): Does the LAA have unpaid registers that are more than 45 days from the Register Accepted date?
4. PIPP Finance Reports: These reports will be used to determine the timeliness of processing applications and paying vendors.

The Grantor reserves the right to deny any voucher request(s), at its discretion, based on lack of progress toward meeting the performance measures listed in Exhibit E. If the Grantee fails to meet any of the performance measures, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased, and/or the Grantee may be responsible for the return of Grant Funds in the amount specified by the Grantor. The Grantor may initiate an Agreement modification(s) to de-obligate Grant Funds based on non-performance.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

No 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:

**ARTICLE XXIII
AUTHORIZED SIGNATORY**

23.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed in the Grantee's signature block or on **Exhibit C**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit C**. Without this notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit C** or on the appropriate form provided by Grantor. If an Authorized Designee(s) appears on **Exhibit C**, the Grantee should verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

**ARTICLE XXIV
ADDITIONAL AUDIT PROVISIONS**

24.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

**ARTICLE XXV
ADDITIONAL MONITORING PROVISIONS**

25.1. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.

25.2. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE IX, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement does not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee must promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

**ARTICLE XXVI
ADDITIONAL INTEREST PROVISIONS**

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXVII
ADDITIONAL BUDGET PROVISIONS**

27.1. Restrictions on Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 44 Ill. Admin. Code 7000.370(b).

**ARTICLE XXVIII
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

28.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

- (a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;
- (c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:
 - (i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;
 - (ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this subparagraph (d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XIII herein and any applicable rules.

ARTICLE XXIX

ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

29.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement; and

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses.

29.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of that date.

29.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA will apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may

seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee must 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 cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

ARTICLE XXX ADDITIONAL MODIFICATION PROVISIONS

30.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor will initiate such modifications, and Grantee will be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification will be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor will timely notify the Grantee of any pending implementation of or proposed amendment to any laws or regulations of which it has notice.

30.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in ARTICLES V and VI and Paragraphs 30.1 and 30.3, written notice of the proposed modification must be given to the other Party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the Grantor may commence a process to suspend or terminate this Award. In making an objection to the proposed modification, the Grantee must specify the reasons for the objection and the Grantor will consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee must contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee must submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (**Exhibits A, B and D**).

30.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

30.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific provisions that the Grantor determines are necessary to place the Grantee in administrative compliance with the requirements of this Agreement. A management waiver issued after the Term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this Paragraph.

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (**Exhibits A, B and D**) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be

extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

**ARTICLE XXXI
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

31.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

31.2. Hiring State Employees Prohibited. No State officer or employee may be hired to perform services under this Agreement on behalf of the Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor unless Grantee is a State agency.

**ARTICLE XXXII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

32.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials must be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate law enforcement authorities.

32.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Paragraph 2.3 of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

- (a) Cash payment of the entirety or a portion of the real property acquisition;
- (b) Cash Payment of a down payment for the acquisition;
- (c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e.*, closing costs); or
- (d) Payments to reduce the debt incurred by Grantee to purchase the real property.

32.3. Bonding Requirements. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326(a) – (c). Grantor will not accept the Grantee's own bonding policy and requirements.

32.4. Lien Requirements. Grantor may direct Grantee in writing to record a lien or notice of State or federal interest on the property purchased or improved with Grant Funds. 2 CFR 200.316. If Grantor makes this direction and the Grantee does not comply, the Grantor may: (a) record the lien or notice of State or federal interest and reduce the amount of the Grant Funds by the cost of recording the lien or notice of State or federal interest, or (b) suspend this Award until Grantee complies with Grantor's direction.

**ARTICLE XXXIII
APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

33.1. Grantee Responsibility. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring Grantee's compliance.

33.2. Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.

33.3. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

33.4. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.5. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Grantee pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.6. Steel Products Procurement Act (30 ILCS 565/1 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be

manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*).

33.7. Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.

33.8. Identity Protection Act (5 ILCS 179/1 *et seq.*) and Personal Information Protection Act (815 ILCS 530/1 *et seq.*). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award activities, the Grantee must maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) **Personal Information Defined.** As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) **Protection of Personal Information.** The Grantee must use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award activities and (i) not use any Personal Information for any purpose outside the scope of the Award activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it must require the contractor or agent to comply with the provisions of this Paragraph.

(c) **Security Assurances.** Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. These safeguards must be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) **Breach Response.** In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in

all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) **Injunctive Relief.** Grantee acknowledges that, in the event of a breach of this Paragraph, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) **Compelled Access or Disclosure.** The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

ARTICLE XXXIV ADDITIONAL MISCELLANEOUS PROVISIONS

34.1. **Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes.** The Grantee must provide Workers' Compensation insurance where the same is required and accepts full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

34.2. **Required Notice.** Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (a) a Termination or Suspension (ARTICLE XIII), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXX) or (c) Assignments (Paragraph 22.2) must be executed by the Director of the Grantor or her or his authorized designee.

ARTICLE XXXV ADDITIONAL REQUIRED CERTIFICATIONS

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

35.1. **Sexual Harassment.** The Grantee certifies that it has written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantor upon request.

35.2. **Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies.** The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse

Grant Funds only if the Grantee enters into an installment payment agreement with the applicable tax authority and remains in good standing with that authority. Grantee is required to tender a copy of all relevant installment payment agreements 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.**

35.3. Lien Waivers. If applicable, the Grantee must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

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PART THREE – PROJECT-SPECIFIC TERMS

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

**ARTICLE XXXVI
REPORT DELIVERABLE SCHEDULE**

36.1. External Audit Reports. External Audit Reports may be required. Refer to ARTICLE XII of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

36.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to Paragraph 12.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

36.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

January 2024

- Annual Annual Financial Report (01/30/2024) - Covering Period of 10/01/2023 - 12/31/2023; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (01/30/2024) - Covering Period of 10/01/2023 - 12/31/2023; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.

January 2025

- Annual Annual Financial Report (01/30/2025) - Covering Period of 01/01/2024 - 12/31/2024; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (01/30/2025) - Covering Period of 01/01/2024 - 12/31/2024; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.

September 2025

- Annual Annual Financial Report (09/30/2025) - Covering Period of 01/01/2025 - 08/31/2025; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (09/30/2025) - Covering Period of 01/01/2025 - 08/31/2025; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.

October 2025

- End of grant Closeout Financial Report and Reconciliation (10/15/2025) - Covering Period of 10/01/2023 - 08/31/2025; Send To: Grant Manager
 - Supporting Documents: Closeout Financial Report and the OCA Grant Reconciliation Package as well as requested supporting documentation.
- End of grant Closeout Performance Report (10/15/2025) - Covering Period of 10/01/2023 - 08/31/2025; Send To: Grant Manager

- Supporting Documents: Closeout Performance Report, as well as requested supporting documentation.

36.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to Paragraph 22.4 and ARTICLE XXX, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES X, XI, XII and XXXVI unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor’s Office of Management and Budget, if applicable, to change any reporting deadlines.

ARTICLE XXXVII GRANT-SPECIFIC TERMS/CONDITIONS

37.1. This Agreement is issued contingent upon the Grantee’s successful completion of the 2023 Low-Income Home Energy Assistance Program (“LIHEAP”). Failure of the Grantee to comply with the terms and conditions of the 2023 LIHEAP Grant Agreement may result in termination of this Grant Agreement.

37.2. Federal Grant Requirements.

(a) In addition to the federal requirements set forth in Article VII, herein this Award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for U.S. Department of Health and Human Services (“HHS”) awards at 45 CFR Part 75, which implement the language in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200, (the “Uniform Requirements”). For the avoidance of doubt, all references in this Agreement to any of the OMB Circulars are subject to the Uniform Requirements referenced herein.

(b) Grantee must also comply with the Low-Income Home Energy Assistance Act of 1981 (42 U.S.C. §§ 8621-8630), the federal LIHEAP block grant rules (45 CFR Part 96), the federal Energy Conservation and Production Act of 1976 (P.L. 94-385), the Energy Assistance Act (305 ILCS 20), the Illinois LIHEAP administrative rules (47 Ill. Admin. Code Part 100), and all related Grantor policies and procedures. Any specific exceptions to the Uniform Requirements adopted by HHS may be found at 2 CFR Part 300.

37.3. Administrative Costs. Pursuant to Article VII, herein Grantee shall receive reimbursement for Allowable Costs under the general Administrative, Client Assistance (solely for outreach purposes under HHS’ Assurance 16 as required by law), and Program Support cost budget categories at a ratio of allowable expenditure to amounts budgeted no higher than the ratio of total allowable client benefit expenditures to the total amounts budgeted in the Client Assistance cost budget categories. As an example, a grantee which expends 75% of the total budgeted Client Assistance funds will only be allowed to spend 75% of the amount budgeted for general Administrative, Client Assistance (solely for outreach purposes under Assurance 16), and Program Support, respectively.

37.4. Additional Reporting Requirements. In addition to the reporting requirements set forth in paragraphs 10.1, 11.1 and 36.3, herein, as applicable, the Grantee must provide the following additional reports to Grantor:

- (a) For each Award, a certified cost report must be submitted via the GRS Fiscal electronic reporting system prior to submitting a request for Grant Funds;
- (b) Programmatic reports as required by Grantor; and

- (c) Any additional reports requested from Grantee by the Grantor.

37.5. Method of Compensation.

(a) In addition to the payment requirements described in Article IV, herein the Grant Funds will be distributed in accordance with the invoice-voucher procedures of the Office of the State Comptroller. The first payment of Grant Funds will be for program initiation and will be based on the Grantee's reported obligation for the program's immediate cash needs. Thereafter, the Grant Funds will be distributed for the dual purpose of covering the allowable expenditures to date, as well as the immediate cash needs of the Grantee to operate the program under this Agreement in accordance with the financial management standards set forth in Article VII, herein.

(b) Costs allocated to this Award must conform to the HHS cost principles at 45 CFR Part 75 and as set forth in the Uniform Requirements, as applicable. Further, costs charged under this Agreement cannot exceed the total amount of this Award.

37.6. Additional Audit Requirements. In addition to the audit requirements in Article XII, herein Grantor reserves the right to conduct limited scope audits, at any time, of any Grant Funds expended under this Agreement or of the Grantee's agency-wide financial statements. Grantor has the right to examine Grantee's corporate books and records which may be necessary to test the allocation equity of Grant Funds and to determine the ability of the Grantee to safeguard the Grant Funds. The Grantee must fully cooperate, in a timely manner, in preparing for and conducting the audit and in the resolution of audit findings.

37.7. Non-Expendable Personal Property.

(a) Grantee must not purchase non-expendable personal property, including, but not limited to, federally-owned and exempt property, equipment and supplies (collectively referred to as "Non-Expendable Personal Property") costing **\$5,000** or more without Grantor's prior written approval.

(b) In addition to Article XVIII, herein the Grantee agrees to comply with the applicable property standards set forth in 45 CFR §§ 75.316–75.323, as specifically related to its organization, in the management of Non-Expendable Personal Property for authorized LIHEAP purposes under this Award. Specifically, as set forth under 45 CFR §§ 75.319 – 75.321, Non-Expendable Personal Property includes such property acquired under this Agreement and also such property transferred to this Agreement from prior Grant Agreements.

(c) The Grantee may hold title in its name to all Non-Expendable Personal Property purchased with Grant Funds for operation of the program subject to the following: It is understood and agreed to by the Grantee that all Non-Expendable Personal Property purchased by the Grantee with Grant Funds or received from the Grantor shall not be the property of the Grantee but must instead be held by the Grantee in trust for the benefit of the people of the State of Illinois. As such, the Non-Expendable Personal Property held by the Grantee is subject to the following conditions: (i) Grantee must use the equipment for the authorized purposes of this Award during the period of performance, or until the property is no longer needed for the purposes of this Award; (ii) Grantee shall not encumber the property without approval of the Grantor; and (iii) Grantee shall use and dispose of the property in accordance with 45 CFR 75.320 and paragraph 18.4, herein. Grantee must not sell, abandon or otherwise dispose of such Non-Expendable Personal Property without the prior written approval of Grantor.

(d) In accordance with 45 CFR §§ 75.320–75.321, Non-expendable Personal Property must be used for LIHEAP purposes, as required under this Agreement, for as long as needed. While being used on the program under this Award, Non-Expendable Personal Property may be made available for "shared

use” with other activities, provided that such use will not interfere with its primary use for the original purposes of LIHEAP prescribed under this Award. When no longer needed for the program, equipment may be used for other projects subject to Grantor’s written approval.

(e) The Grantee must maintain appropriate property records and annually conduct an inventory of all Non-Expendable Personal Property purchased with Grant Funds. Within thirty (30) days of receipt of purchased equipment, an “Equipment Acquisition Form” must be completed by Grantee and sent to Grantor. Upon the termination of the Agreement and upon the election of Grantor, the Grantee must surrender possession of such property to Grantor.

37.8. Procurement. Grantee shall follow the procurement standards as established in 45 CFR §§ 75.326 – 75.335.

37.9. Travel Costs.

(a) Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the Grantee performing duties/services related to this Agreement in accordance with 45 CFR 75.474. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the Grantee’s non-federally-funded activities and in accordance with the Grantee’s written travel reimbursement policies. Absent a policy, the Grantee must follow the rules of the Governor’s Travel Control Board. Notwithstanding the provisions of 45 CFR 75.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or Grantor when they are specifically related to the Federal award.

(b) Grantee must retain receipts on file as source documentation in accordance with Article VII, herein for travel expenses of its employees. Information on the federal domestic travel and per diem rates can be found at www.gsa.gov and 41 CFR Subtitle F, Chapters 300-304. Grantee’s policy cannot exceed the federal travel and per diem rates. However, if Grantee is required to exceed the federal travel rate due to circumstances beyond Grantee’s control for the purpose of travel related to this Agreement, Grantee must seek an exception in writing from Grantor to exceed the federal rate.

37.10. Publication, Reproduction and Use of Material. In addition to Article XIX, herein no material produced in whole or in part under this Award shall be subject to copyright in the United States or in any other country. Grantor shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under the Agreement.

37.11. Debarment. In addition to Grantee’s certification in paragraph 3.5(j) and the representations and warranties in paragraph 28.1, herein Grantee must additionally certify that all contractors and subcontractors are in compliance with paragraphs 3.5(j) and 28.1 prior to engaging their services under this Agreement and must certify such compliance at least annually thereafter.

37.12. Bond and Depository Insurance Requirements.

(a) Pursuant to 45 CFR 75.304, Grantee must provide bonding for every officer, director or employee who handles Grant Funds under this Agreement. The amount of coverage must be the higher of **\$100,000** or the highest cash draw during the term of the Agreement.

(b) In accordance with the payment standards and requirements set forth in 45 CFR 75.305, Grantee must place Grant Funds in an insured account, whenever possible, that bears interest, unless exempted under 45 CFR 75.305(b)(8). In the event the Grantee's Grant Funds deposits exceed insured limits, the Grantee must require the depository to pledge securities sufficient to cover the uninsured exposure.

37.13. Real Property Expenditures Prohibited. Grantee expressly understands and agrees not to use Grant Funds for the purchase or improvement of land or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related repairs as authorized by Grantor) of any building, facility or other real property.

37.14. Additional Budget Modification Provisions.

(a) Grantee expressly understands and agrees that the total amount of Grant Funds available under this Award is contingent upon the Grantee's ability to spend the Grant Funds in accordance with the Budget, as submitted by Grantee and approved by Grantor, and incorporated herein as an attachment (the "Budget").

(b) Grantor reserves the right to establish an initial amount of Grant Funds available to Grantee based on programmatic performance in previous years. Modifications to the Grantee's Budget will be initiated by Grantor if: (i) the Client Assistance cost category has been expended; (ii) the Grantee fails to expend Grant Funds in accordance with the original Budget or a revised Budget previously approved by Grantor; or (iii) Grantor determines that additional Grant Funds are necessary.

(c) In accordance with Article VI, herein Grantee shall obtain prior approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 45 CFR 75.308, subject to the following:

- **Program Support:** Pursuant to paragraph 27.1, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for each of the 100 series sub-line items in the Program Support cost category of the Budget; provided, however, the cumulative allocation of Grant Funds for Program Support (total sum of each sub-line item) may not exceed the original allocation for the Program Support cost category and may not result in an increase to the total Budget (as originally approved by Grantor at application) without prior Grantor written approval. However, Grantee may *decrease* the allocation of Grant Funds in the Program Support cost category without seeking Grantor approval.
- **Client Benefits:** Pursuant to paragraph 27.1, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for the Client Benefits budget Line 0201 only. In no event may such transfers in this specific cost category result in an increase to the total Budget without prior Grantor written approval.
- **Direct Administrative Costs:** Pursuant to paragraph 27.1, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for each of the 300 series sub-line items except Line 317 Indirect Costs in the Direct Administration cost category of the Budget. In no event may such transfers in this specific cost category result in an increase to the total Grant Budget or increase to the total original allocation for the Administration cost category [total of the combined amounts of the Direct Administrative and Indirect Costs lines] without prior Grantor written approval.

- **Indirect Costs:** Grantee is required to obtain prior Grantor written approval for any *increase* in allocation of Grant Funds to the Indirect Costs category in the Budget.

Any variance in cost categories or line items within the terms listed above shall not alter the requirement for formal modification of this Agreement when the goals, objectives and activities listed herein are measurably changed.

37.15. Fraud, Waste, Abuse or Misconduct.

(a) Grantee Reporting. Grantee shall report to the Grantor's program staff or the Grantor's Ethics Officer any suspected fraud, waste, abuse or misconduct associated with any LIHEAP service or function provided for under this Agreement by any parties directly or indirectly affiliated with this Agreement including, but not limited to, Grantee staff, Grantee subrecipients, Grantee subcontractors, Grantor employees or Grantor subrecipients. Grantee shall make this report as soon as practical after first suspecting fraud, waste, abuse or misconduct. In addition to reporting suspected fraud, waste, abuse or misconduct to the Grantor, Grantee may report the suspected behavior to any other relevant governmental entity, including, but not limited to, the Office of the Executive Inspector General for the Agencies of the Illinois Governor and the Illinois Attorney General. Grantee shall cooperate with all investigations of suspected fraud, waste, abuse or misconduct reported pursuant to this paragraph. Grantee also shall require its subrecipients affiliated with this Agreement to follow the requirements to report suspected fraud, waste, abuse or misconduct as set forth in this paragraph. Nothing in this paragraph precludes the Grantee or its subrecipients from establishing measures to maintain quality of services and control costs that are consistent with their usual business practices, conducting themselves in accordance with their respective legal or contractual obligations or taking internal personnel-related actions.

(b) Definitions.

(i) "Fraud" is generally defined as knowingly obtaining or attempting to obtain a benefit from or control over property of another person or entity by means of deception intended to benefit the deceiver or create a loss or potential liability to the other party.

(ii) "Abuse" is any activity that may not necessarily be fraudulent but is a misuse of resources through means which are inappropriate, outside acceptable standards of conduct or programmatically or economically unnecessary.

(iii) "Waste" is conduct that is not necessarily intentionally inappropriate but is reckless and generally not in conformity with sound business practices, which may include, but is not limited to, acts that deprive citizens and program participants reasonable value in connection with any government-funded activity due to an inappropriate act or omission by persons with control over government resources.

(c) Grantee Training. Grantee shall adhere to all required training and policies of Grantor's Office of Community Assistance regarding fraud, waste, abuse, and misconduct, including, but not limited to, ensuring that all of Grantee's employees and volunteers, and the employees and volunteers of Grantee's subrecipients, participate in annual training and certify participation in such annual training.

(d) Grantor Remedies. Grantor reserves the right to suspend Grantee's use of funds, terminate this Agreement, require the use of different Grantee staff, or take any other action permitted by law if the Grantor receives evidence of fraud, waste, abuse or misconduct by the Grantee, Grantee's staff, or Grantee's subrecipients or subcontractors or their staff related to this Award or any other State or federal award.

37.16. Billing Schedule. Notwithstanding the billing requirements set forth in paragraph 4.8 and the billing schedule set forth in paragraph 29.5, Grantee must submit any payment requests to Grantor within forty five (45) days after the grant end date. Failure to submit such payment requests timely will render the amounts billed an unallowable cost 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.

Attachment A. Budget

**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Agency:	Illinois Department of Commerce and Economic Opportunity	State FY:	2024
Grantee:	DuPage County	DUNS Number:	135836026
NOFO Number:		Grant Number:	24-224028
CSFA Number:			
CSFA Description:			

Section A: State of Illinois Funds

Revenues

State of Illinois Grant Amount Requested \$2,948,471.00

Budget Expenditure Categories

	<u>Summary</u>	<u>Detail</u>
1. Personnel (200.430)	\$285,581.00	
0101 PERSONNEL SALARIES AND WAGES		\$182,962.00
0301 ADMIN-PERSONNEL (SALARY/WAGES)		\$102,619.00
2. Fringe Benefits (200.431)	\$76,207.00	
0102 FRINGE BENEFITS		\$47,971.00
0302 ADMIN-FRINGE BENEFITS		\$28,236.00
3. Travel (200.474)	\$3,759.00	
0103 TRAVEL		\$525.00
0303 ADMIN-TRAVEL		\$3,234.00
4. Equipment (200.439)	\$3,625.00	
0304 ADMIN-EQUIPMENT		\$3,625.00
5. Supplies (200.94)	\$11,027.00	
0105 SUPPLIES (PC'S AND LAPTOPS)		\$4,270.00
0305 ADMIN-SUPPLIES		\$6,757.00
6. Contractual/Subawards (200.318 and .92)	\$30,493.00	
0306 ADMIN-CONTRACTUAL SERVICES		\$30,493.00
7. Consultant (200.459)		
8. Construction		
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications	\$348.00	
0311 ADMIN-TELECOMMUNICATIONS		\$348.00
12. Training and Education (200.472)	\$392.00	
0312 ADMIN-TRAINING AND EDUCATION		\$392.00
13. Direct Administrative Costs (200.413)		

14. Miscellaneous Costs	\$1,354.00	
0114 MISCELLANEOUS		\$150.00
0314 ADMIN-MISCELLANEOUS COSTS		\$1,204.00
15. Grant Exclusive Line Item(s)	\$2,535,685.00	
0201 CLIENT BENEFITS		\$2,535,685.00
16. Total Direct Costs (add lines 1-15)	\$2,948,471.00	\$2,948,471.00
17. Total Indirect Costs (200.414)		
Rate: <input type="text"/> %		
Base: <input type="text"/>		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$2,948,471.00	\$2,948,471.00

Grantee:

NOFO Number:

Grant Number:

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. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the 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 you State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

Select ONLY One:

- 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.
- 2a) Our Organizations currently has a Negotitated Indirect Cost Rate Agreement (NICRA) 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 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendiz IV(c)(2)(c).
- 2b) Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) 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 no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.
- 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 pursuant to 2 CRF 200.414 (C)(4)(f) and 200.68.
- 4) For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
 - is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
 - complies with other statutory policies.
- 5) No reimbursement of Indirect Cost is being requested.

Rate: %

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered By NICRA: From: To: Approving Federal or State Agency:

Indirect Cost Rate:

% The Distribution Base Is:

Grantee:

NOFO Number:

Grant Number:

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).

Institution/Organization: _____

Institution/Organization: _____

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Phone: _____

Phone: _____

Date: _____

Date: _____

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 the behalf of the organization.



HS Resolution

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

File #: HS-R-0069-23

Agenda Date: 11/21/2023

Agenda #: 7.B.

APPROVAL OF ISSUANCE OF PAYMENTS BY DUPAGE COUNTY
TO ENERGY ASSISTANCE PROVIDERS THROUGH
THE LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM
HHS GRANT PY24
INTER-GOVERNMENTAL AGREEMENT NO. 24-224028
IN THE AMOUNT OF \$2,408,901

WHEREAS, the County of DuPage receives grant funds and administers the Low-Income Home Energy Assistance HHS Grant PY24, Inter-Governmental Agreement No. 24-224028, Company 5000 - Accounting Unit 1420; and

WHEREAS, the energy assistance budget for the Low-Income Home Energy Assistance HHS Grant PY24, Inter-Governmental Agreement No. 24-224028 is \$2,408,901 (TWO MILLION, FOUR HUNDRED EIGHT THOUSAND, NINE HUNDRED ONE AND NO/100 DOLLARS); and

WHEREAS, the Illinois Department of Commerce and Economic Opportunity reviews energy assistance applications and directs the County as to the payment amount and the energy assistance provider to be paid; and

WHEREAS, all payments made for the program are based on payment registers received from the Illinois Department of Commerce and Economic Opportunity; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of payments for the Low Income Home Energy Assistance HHS Grant PY24, Inter-Governmental Agreement No. 24-224028, for the period October 1, 2023 through August 31, 2025 for energy assistance, in amounts not to exceed the total grant energy assistance budget.

NOW, THEREFORE, BE IT RESOLVED, that individual payments to provide energy assistance in accordance with the Low-Income Home Energy Assistance HHS Grant PY24, Inter-Governmental Agreement No. 24-224028, Company 5000 - Accounting Unit 1420, for the period October 1, 2023 through August 31, 2025, for Community Services/LIHEAP, be and it is hereby approved for issuance to the providers on the approved State of Illinois Registers, in amounts not exceeding the grant total of \$2,408,901 (TWO MILLION, FOUR HUNDRED EIGHT THOUSAND, NINE HUNDRED ONE AND NO/100 DOLLARS).

Enacted and approved this 28th of November, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



HS Requisition \$30,000 and Over

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

File #: HS-P-0088-23

Agenda Date: 11/21/2023

Agenda #: 7.C.

AWARDING RESOLUTION
ISSUED TO WELLSKY CORPORATION FOR RENEWAL OF
ANNUAL HOMELESS MANAGEMENT INFORMATION SYSTEM
SOFTWARE AND CLOUD SERVICES CONTRACT
RENEWAL OF LICENSES, TRAINING, SUPPORT, AND CUSTOM PROGRAMMING
(CONTRACT TOTAL \$43,720.48)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a Contract to WellSky Corporation, for the annual renewal of the Homeless Management Information System software and cloud services contract and licenses, and for WellSky Corporation to provide training, support, and custom programming, for the period November 1, 2023 through October 31, 2024, for Community Services.

NOW, THEREFORE BE IT RESOLVED, that County Requisition, covering said, for the annual renewal of the Homeless Management Information System software and cloud services contract and licenses, and for WellSky Corporation to provide training, support, and custom programming, for the period November 1, 2023 through October 31, 2024, for Community Services, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to WellSky Corporation, 11300 Switzer Road, Overland Park, KS 66210, for a total contract amount of \$43,720.48, per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids-Sole Source.

Enacted and approved this 28th day of November, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-3656	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$43,720.48
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 11/21/2023	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$43,720.48
	CURRENT TERM TOTAL COST:	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD:
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: WellSky Corporation	VENDOR #: 30141	DEPT: Community Services	DEPT CONTACT NAME: Julie Burdick
VENDOR CONTACT: Marsha Blankenship	VENDOR CONTACT PHONE: 318-524-7611	DEPT CONTACT PHONE #: 630-407-6462	DEPT CONTACT EMAIL: Julie.Burdick@dupageco.org
VENDOR CONTACT EMAIL: Marsha.Blankenship@WellSky.com	VENDOR WEBSITE: https://wellsky.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.). Renewal of Homeless Management Information System (HMIS) software , support, 150 HMIS user licenses, and 75 211 user licenses totaling \$43,720.48. Sole Source.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Continue shared use of a regional Homeless Management Information System (HMIS) to meet the data and reporting requirements of the US Dept. of Housing and Urban Development, Veterans Administration, and Health and Human Services, and to address regional reporting and resource coordination. This software also hosts 211 DuPage program and resource data.			

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

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOFTWARE MANUFACTURER AND SOLE MAINTENANCE/UPDATE PROVIDER
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. WellSky provides a HMIS and 211 compliant software, mandated reports, and report writing capabilities that we share with another Continuum of Care (CoC). This software is used by multiple CoC's in our region and statewide, which allows for improved service and system management collaboration. It also hosts our resource database, 211dupage.gov and is used to track and report on the 211 DuPage call and need data.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not. We continue to monitor for HMIS software vendors who meet all of the minimum Federal requirements and are also 211 compliant. At this time, WellSky is the only vendor offering both solutions.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. Attended a CAP60 (1/17/23) and ClientTrack (1/20/23) Demo. CAP60 is not HMIS or 211 compliant and ClientTrack meets HMIS standards but is not 211 compliant. We participate in national, statewide and regional collaborations, which gives us an opportunity to speak with HMIS and 211 customers and vendors in formal and informal settings to better assess what options are available to meet our needs. We have yet to find another vendor who offers software that is compliant with both HMIS and 211.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: WellSky Corporation	Vendor#: 30141	Dept: Community Services	Division: Intake and Referral
Attn: Marsha Blankenship	Email: Marsha.Blankenship@WellSky.com	Attn: Julie Burdick	Email: Julie.Burdick@dupageco.org
Address: 113005 Switzer Rd.	City: Overland Park	Address: 421 N County Farm Rd.	City: Wheaton
State: KS	Zip: 66210	State: IL	Zip: 60187
Phone: 318-524-7611	Fax:	Phone: 630-407-6462	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: WellSky Corporation	Vendor#: 30141	Dept: Community Services	Division: Intake and Referral
Attn:	Email:	Attn: Julie Burdick	Email: Julie.Burdick@dupageco.org
Address: PO Box 204176	City: Dallas	Address: 421 N County Farm Rd.	City: Wheaton
State: TX	Zip: 75320-4176	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6462	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 1, 2023	Contract End Date (PO25): Oct 31, 2024
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	1	EA		Software, Support, API, 225 user licenses	FY23	1100	1215	53806	COVID-19 CS	9,372.00	9,372.00
2	1	EA		Software, Support, API, 225 user licenses	FY23	5000	1480	53806	IL0306L5T1 42215	21,700.00	21,700.00
3	1	EA		Software, Support, API, 225 user licenses	FY23	5000	1470	53820	ESG23HMI S22	8,700.00	8,700.00
4	1	EA		Software, Support, API, 225 user licenses	FY23	1000	1750	53806		3,948.48	3,948.48
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 43,720.48

<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

**WELLSKY CORPORATION
ORDER FORM**

This Order Form (“**Order**”) is effective as of the date of last signature below (“**Effective Date**”) between **Alliance to End Homelessness in Suburban Cook County (“Client”)**, with offices at 4415 W. Harrison St., Suite 228, Hillside, IL 60162 and **WellSky Corporation**, with offices at 11300 Switzer Road, Overland Park, KS 66210 (“**WellSky**”) for the products and services set forth herein. This Order is subject to and hereby incorporates the terms and conditions of the Master License and Services Agreement entered into between the parties, dated November 1, 2014 (“**Agreement**”), except to the extent explicitly identified in this Order.

This Order consists of the following Attachments:

- Attachment 1 – Term and Payment Terms
- Attachment 2 – Pricing
- Attachment 3 – Additional Terms
- Attachment 4 – Professional Services

Any questions or changes to this Order, please contact Marsha Blankenship at marsha.blankenship@wellsky.com.

Ordering Procedure:

Scan or fax this signed Order to WellSky’s Corporate Contracts Department as follows:

Marsha.Blankenship@wellsky.com
and/or LegalContracts@wellsky.com
Fax: (913) 871-9571 or 9138719571@fax2mail.com

ALLIANCE TO END HOMELESSNESS IN SUBURBAN COOK COUNTY:	WELLSKY CORPORATION:
Signature: _____	Signature: _____
Name: Jennifer C. Hill	Name: Stephen Greenberg
Title: Executive Director	Title: SVP Human and Social Services
Date: 11/3/23	Date: 11/3/2023

**ORDER FORM
ATTACHMENT 1
TERM AND PAYMENT TERMS**

1. Scope of Use - Quantity: The Licensed Software, Cloud Services, Third Party Software, and recurring Professional Services are subject to the scope of use limits - quantity set forth on Attachment 2. Client may purchase additional scope for Licensed Software or Cloud Services through the license admin page. Client agrees to be responsible for such additional purchases and shall pay such additional fees within 30 days.

2. Term:

a. Cloud Services, Third Party Software, and Recurring Professional Services Term: The Cloud Services, Third Party Software and recurring Professional Services are provided for an initial one-year term, beginning on November 1, 2023 (the “**Renewal Term**”) and will continue through October 31, 2024. CLOUD SERVICES, THIRD PARTY SOFTWARE, AND RECURRING PROFESSIONAL SERVICES AUTOMATICALLY RENEW FOR SUCCESSIVE ONE-YEAR TERMS (EACH A “**RENEWAL TERM**” AND COLLECTIVELY WITH THE INITIAL TERM THE “**TERM**”), UNLESS TERMINATED BY EITHER PARTY UPON WRITTEN NOTICE TO THE OTHER 30 DAYS PRIOR TO THE END OF THE THEN CURRENT TERM.

3. Payment Terms. All fees due under this Order shall be paid as follows:

a. Cloud Services, Third Party Software, and Recurring Professional Services Fees:

Alliance to End Homelessness in Suburban Cook County (GP# ILB15340) shall pay the Cloud Services, Third Party Software, and Recurring Professional Services fees as addressed on the following price grid, annually beginning on November 1, 2023, and on each anniversary of such date every year thereafter.

DuPage County Community Services (GP# ILB15354) shall pay the Cloud Services, Third Party Software, and Recurring Professional Services fees as addressed on the following price grid, annually beginning on November 1, 2023, and on each anniversary of such date every year thereafter.

b. Increases: All annual fees may be increased by WellSky once annually commencing one (1) year following the Effective Date of the Order at a rate not to exceed 6%.

Please provide your accounts payable or billing contact information.

Name: Alliance to End Homelessness in Suburban Cook County - GP# ILB15340	Name: DuPage County Community Services - GP# ILB15354
Contact and Title: Sharon King, Office Manager/Bookkeeper	Contact and Title: Julie Burdick, HMIS Manager
E-mail: Sharon@suburbancook.org	E-mail: Julie.Burdick@dupageco.org
Phone: 708-236-3261	Phone: 630-407-6462
Billing Address: 4415 Harrison Street, Suite 228, Hillside, Illinois 60162	Billing Address: 421 North County Farm Road, Wheaton, Illinois 60187

**ORDER FORM
ATTACHMENT 2
PRICING**

GP# ILB15354/ILB15340

This is notification of your system's annual renewal amount. If applicable, please provide a purchase order number or request for contract modification NLT 30 days prior to the end of the current renewal term. Request for Termination must be received NLT 90 days prior to the end of the current renewal term. Renewal is based on the current number of licenses or services purchased through 7/31/2023. Contracted amounts will be affected by any purchases of additional licenses or services.

Cloud Services, Third Party Software, and Recurring Professional Services Annual Fees					
DuPage (ILB15354) Qty	Sub-Cook (ILB15340) Qty	Description	Unit Price	DuPage - ILB15354 Annual	Sub-Cook - ILB15340 Annual
150	390	Community Services - Per User Fee - Tier III - Annual	\$199.00	\$29,850.00	\$77,610.00
5	10	Community Services - Per User Fee - Tier III - Annual	\$203.00	\$1,015.00	\$2,030.00
150	388	* Community Services - Report User - Basic w/Bandwidth (Included in Per User Fee)	\$0.00	\$0.00	\$0.00
3	8	* Community Services - Report User - Premium w/Bandwidth (Included in Per User Fee)	\$0.00	\$0.00	\$0.00
2	5	* Community Services - Report User - Premium (Over Allotment) w/Bandwidth	\$95.00	\$190.00	\$475.00
36.51%	63.49%	Community Services - 211 LA County's Taxonomy of Human Services – Non-Profit (HMIS Site)	\$450.00	\$164.30	\$285.70
36.51%	63.49%	Community Services - SSL Certificate	\$420.00	\$153.34	\$266.66
36.51%	63.49%	Community Services - HMIS 211/I&R Module & License PKG	\$5,250.00	\$1,916.78	\$3,333.22
1	0	Community Services - HMIS 211/I&R Expansion - 25 License PKG	\$2,500.00	\$2,500.00	\$0.00
0	2	* Community Services - Report User - Premium w/Bandwidth (Included in HMIS 211/I&R Module/License PKG)	\$0.00	\$0.00	\$0.00
0	73	* Community Services - Report User - Basic w/Bandwidth (Included in HMIS 211/I&R Module/License PKG)	\$0.00	\$0.00	\$0.00
1	0	Community Services - Module - Contact Center (Included in HMIS 211/I&R Module & License Above)	\$0.00	\$0.00	\$0.00
36.51%	63.49%	Community Services - Training Site	\$3,150.00	\$1,150.06	\$1,999.94
36.51%	63.49%	Resource Directory - Annual Fee - Initial Site	\$5,000.00	\$1,825.50	\$3,174.50

Continued on next page

**ORDER FORM
ATTACHMENT 2
PRICING**

36.51%	63.49%	Community Services - Single Program Site - Tier I (Includes the following)	\$5,000.00	\$1,825.50	\$3,174.50
0	1	Community Services - 211 LA County's Taxonomy of Human Services – Non-Profit (Included in Single Program Site)	\$0.00	\$0.00	\$0.00
0	1	Community Services - SSL Certificate (Included in Single Program Site)	\$0.00	\$0.00	\$0.00
0	2	* Community Services - Report User - Premium w/Bandwidth (Included in Single Program Site)	\$0.00	\$0.00	\$0.00
0	28	* Community Services - Report User - Basic w/Bandwidth (Included in Single Program Site)	\$0.00	\$0.00	\$0.00
1	0	Community Services - Provider API - Annual Fee	\$2,500.00	\$2,500.00	\$0.00
1	0	Professional Services - Provider API - Annual Fee	\$630.00	\$630.00	\$0.00
36.51%	63.49%	Professional Services - 7 Year Purge - Standard - 1x/yr - Annual Fee - Waive 2023 term only	\$1,320.00	\$0.00	\$0.00

Total Annual Fees - DuPage (ILB15354): \$43,720.48

Total Annual Fees - Sub-Cook (ILB15340): \$92,349.52

Total Contract \$136,070.00

* Includes Third-Party Software – SAP Business Objects, which is governed by the EULA (<https://wellsky.com/sap-eula/>)

Unlimited additional user licenses may be added to the system. A Basic Report License is included with each Community Services License but must be ordered separately. For additional licenses, the following fees apply:

Add On License Fees

One-time Fees: (New)

Community Services - User License: \$122/license

Annual Recurring Cloud Service Fees:

* Community Services - Per User Fee - Tier III - Annual: \$203/license/year

Annual Recurring Third Party Software Fees:

* Community Services - Report User - Basic w/Bandwidth: Included in Per User Fee above

* Community Services - Report User - Premium (Over Allotment) w/Bandwidth: \$95/license/year

– 2 Premium licenses included with 50 Community Services license.

HMIS 211/I&R Module/License PKG Add On

Community Services - HMIS 211/I&R Expansion - 25 License PKG: \$2,500/yr.

Annual Recurring Third Party Software Fees:

* Community Services - Report User - Basic w/Bandwidth (25 included with above).

Community Services - Single Program Site - Tier I

Community Services - Single Program Site - 25 License Pkg: \$2,500/yr.

Annual Recurring Third Party Software Fees:

* Community Services - Report User - Basic w/Bandwidth (25 included with above)

**ORDER FORM
ATTACHMENT 3
ADDITIONAL TERMS**

Reflect reduction in one-time fee to bring client closer inline to standard fee. Increased the # of licenses that are Over Allotment for Premium. Addressed 2 per 50 included on add on license section.

Waived Professional Services – 7 year Purge – Standard for one 2023 Renewal Term Only. Client paid for two full years before implemented.

**ORDER FORM
ATTACHMENT 4
PROFESSIONAL SERVICES**

Services: Continuation of Professional Services – Provider API and Professional Services – 7 year Purge.



Memorandum of Understanding (“MOU”)

between and amongst the

Cook County Continuum of Care (“Cook CoC”), the DuPage County Continuum of Care (“DuPage CoC,” and together with Cook CoC, the “CoC’s”), DuPage County (“DuPage”) and the Alliance to End Homelessness in Suburban Cook County (“ALLIANCE”)

Section 1: Purpose

The Homeless Management Information System (“HMIS”) is a database platform designed to capture uniform client information over time. The HMIS is essential to efforts to streamline client services and inform public policy. Through HMIS, clients benefit from improved coordination in and between participating agencies within their respective Continuum of Care (“CoC”), informed advocacy efforts, and policies that result in targeted services. Analysis of information and data gathered by HMIS is critical to accurately calculate the size, characteristics, and needs of homeless and at-risk populations, to serve clients appropriately and to conduct systems planning and advocacy.

Each CoC participating in this MOU has an established HMIS project within its own CoC. The CoC’s through this MOU will join together to share a single HMIS (also referred to herein as the “shared HMIS,” “system,” “shared system,” “database platform,” or “shared implementation”). The sharing of one database platform will allow the CoC’s to share software support costs and leverage each other’s work—such as custom reporting or implementation of new programs—and to have the option of sharing costs with other CoC’s to license and access add-on modules to HMIS. The shared HMIS will allow each CoC to operate and share client data within its own CoC.

ALLIANCE has been designated to manage the technical aspects of the project in this MOU.

The identifying name designated for this shared HMIS project will be “Northeast Illinois HMIS”.

Section 2: Agreement

1. ALLIANCE will use commercially reasonable efforts to contract with Bowman Systems LLC (“Bowman Systems”), on behalf of the CoC’s, for a single, shared implementation of the Bowman ServicePoint software application, which shall include the Business Objects Enterprise Premium XI / Web Intelligence XI software (such contract or contracts and related arrangements, the “Bowman Agreement”). Such software application, together with all updates, modifications or improvements made thereto and all documentation, materials, and other intellectual property related thereto, is also referred to herein as the “software” or “application software.”

2. ALLIANCE will manage the ongoing relationship with Bowman Systems, as well as provide the central application administration tasks necessary for the deployment and ongoing operations of a shared system.
3. The CoC's agree, as a group, to coexist on a shared implementation of the application system, and to share responsibility for oversight of operations within the database platform.
4. Each CoC's responsibility for the expense of software licenses and annual software support for those licenses will be the actual cost incurred based on the number of software user licenses allocated to such CoC.
5. Each CoC's responsibility for the expense of any additional software support fees from Bowman Systems will be a percentage allocation to each CoC based on the number of software user licenses allocated to such CoC as of October 1, 2014 and each subsequent contract year start date.
6. Each CoC's responsibility for the expense of future equipment for the database platform will be a percentage allocation to each CoC based on the number of software user licenses allocated to such CoC at such time of purchase.
7. The CoC's agree to provide the continuum-specific application administration tasks necessary for ongoing operations of the system, and as allowed by the application software.
8. The CoC's retain responsibility for their own strategic HMIS planning. They are ultimately responsible for the deployment of the HMIS within their respective community.
9. Each CoC and its agencies hold in trust any and all data entered into the HMIS on behalf of the clients served with their CoC. Each CoC shall be responsible to ensure that appropriate policies and procedures are in place governing the access, use, security, and dissemination of data stored in the system. No party will use, disclose, or release any Confidential Information (as defined below) of any other party to a third party, except under direction of the CoC responsible for the data in its trust or as otherwise permitted under this MOU.
10. Initial allocation of software user licenses as of October 1, 2014 will be as follows: Cook CoC: 240; DuPage CoC: 160.
11. DuPage shall pay to ALLIANCE the ALLIANCE's and Cook CoC's start-up costs for the period of time beginning June 1, 2014 through September 30, 2014, as reasonably determined by ALLIANCE (the "Start-Up Costs"), which costs shall include: (i) technical work by Bowman Systems to prepare ALLIANCE'S and Cook CoC's HMIS for the shared implementation; (ii) ALLIANCE's HMIS staff salary; and (iii) any other expenses related to leading or coordinating the shared implementation and correctly allocated to DuPage CoC. Startup costs may not exceed \$25,000.
12. DuPage shall pay to ALLIANCE the ALLIANCE's and Cook CoC's ongoing costs for (i) the period of time beginning October 1, 2014 through September 30, 2015, and (ii) each annual period thereafter, in each case as reasonably determined by ALLIANCE (collectively, the "Ongoing Costs"), which ongoing costs shall include ALLIANCE's HMIS staff salary and any other expenses related to leading or coordinating the shared implementation and correctly allocated to DuPage CoC. Ongoing Costs for each individual period specified in (i) and (ii) above may not exceed

\$35,000. For the avoidance of doubt, such limit is not an aggregate limit for all of the Ongoing Costs.

13. ALLIANCE may invoice DuPage for Start-Up Costs and Ongoing Costs any time following the Effective Date. DuPage shall pay to ALLIANCE all Start-Up Costs and Ongoing Costs in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, et. seq.). Invoices will be accompanied by documentation reasonably acceptable to DuPage to demonstrate that the costs are eligible, attributable to work done under this MOU and correctly allocated to DuPage, in each case in accordance with this MOU.
14. Each party agrees and acknowledges that Bowman Systems will directly bill DuPage for DuPage's and the DuPage CoC's respective shares of any expenses or costs with respect to the software (including those expenses or costs related to software licenses, annual software support for those licenses, and any additional software support, as set forth in Sections 2(4) - 2(5)) or DuPage's or DuPage CoC's access to or use thereof. DuPage shall pay to Bowman Systems all such expenses and costs in accordance with the Bowman Agreement. Neither Cook CoC nor the ALLIANCE shall be responsible for any such costs or expenses and DuPage shall reimburse Cook CoC and ALLIANCE for any payment by either of them to Bowman Systems with respect to any such costs or expenses. DuPage agrees to execute agreements with Bowman Systems reasonably requested by AEH to ensure that DuPage has the ability to pay Bowman Systems directly in accordance with this Section 2(14).
15. Notwithstanding anything to the contrary contained herein, nothing in this MOU shall require ALLIANCE or Cook CoC to breach or default on any provision of the Bowman Agreement.
16. DuPage and DuPage CoC shall maintain current lists of their respective end users, system administrators and agency personnel by name, employer or agency, work address, work telephone number, email, and username, and shall provide the same to ALLIANCE upon ALLIANCE's reasonable request.

Section 3: Roles and Responsibilities

1. Certain Roles and responsibilities of each of the parties in this MOU are attached as Appendix A.

DuPage and DuPage CoC shall at all times comply with: (i) the terms and conditions of the Bowman Agreement (including any End User License Agreements ("EULA") and riders related thereto), *mutatis mutandis*; (ii) all applicable laws, rules and regulations in connection with the use or provision of the software database platform and otherwise in connection with this MOU; and (iii) all ALLIANCE policies and procedures, in each case as amended from time to time. DuPage acknowledges and agrees that it is responsible for all acts and omissions of the DuPage CoC. DuPage shall be solely responsible for its, DuPage CoC's, and their respective end-users' use of and access to the software and database platform and all content of any of DuPage's, DuPage CoC's, ALLIANCE's, or Cook CoC's intranet or world wide web based site or portal related to the software ("Web Sites").
2. Each of the parties agrees that from time to time, at the request of any other party and without further consideration, it shall execute and deliver such other documents and take such other actions as such other party may reasonably request to effectuate the transactions contemplated by this MOU, including reasonable cooperation and assistance in connection with this MOU.

3. Each party, as a receiving party, shall limit access to the Confidential Information of the other parties to only those of its affiliates, employees, agents, consultants and contractors with a "need-to-know" in order, as applicable (i) to perform any of its, his or her duties under this MOU, (ii) to exercise its, his or her rights under this MOU or (iii) to use or access the software and database platform. Each party shall ensure that all of its affiliates, employees, agents, consultants and contractors who may be exposed to the Confidential Information of another party shall comply with this Section 3(3). No party shall use a disclosing party's Confidential Information for its own benefit or the benefit of any entity or person besides such disclosing party without that party's prior consent, except to eliminate duplicate HMIS entries. The confidentiality and non-use obligations in this Section 3 shall survive the expiration or termination of this MOU for any reason. The term "**Confidential Information**" shall mean, with respect to a party: (i) any and all data entered into the HMIS on behalf of the clients served by such party; (ii) the terms of this MOU; and (iii) information or data that is furnished by such party to another party (whether before, on or after the Effective Date) or that a reasonable person would know or reasonably ought to know to be proprietary or confidential. The terms of the Bowman Agreement shall be deemed to be the Confidential Information of the ALLIANCE.

Section 4: Management and Oversight

As collaborators in the shared HMIS, the CoC Coordinators agree to participate or assign an HMIS lead to participate in a regional HMIS governing forum, facilitated by the ALLIANCE, which will meet on a periodic basis to review program status and provide guidance around strategic issues that may arise with the system.

On behalf of the CoC's in this MOU, the ALLIANCE will manage upgrades to the software and will determine how, if any, additional interested CoC's within the northeast Illinois region would be accommodated in the system in the future.

Section 5: Assumptions and Amendments

All parties commit to this MOU with the understanding that these CoC's wish to partake in a shared regional HMIS. This MOU constitutes the entire understanding of the parties hereto as of the Effective Date with respect to the subject matter hereof. Amendments must be made in a written instrument executed by all parties to this MOU. Notwithstanding the foregoing, each party acknowledges and agrees that ALLIANCE may, in its sole discretion, agree to share the implementation of the software with other CoC's.

Section 6: Term and Termination

The term of this MOU will commence on the Effective Date and will continue until terminated in accordance with this Section 6.

In the event that one or more CoC's wish to terminate this MOU, such CoC shall provide 90 days prior written notice to the other parties. Within the first 30 days after the date of such notice, said CoC must negotiate with the remaining partner CoC's and ALLIANCE on the implications of termination.

This MOU will automatically and immediately terminate, with no liability to ALLIANCE or Cook CoC, in

Revised September 19, 2014

the event that: (i) ALLIANCE is not able to negotiate or consummate the Bowman Agreement, as set forth in Section 2(1), within 120 days after the Effective Date; or (ii) the Bowman Agreement expires or is terminated.

Each of Cook CoC and ALLIANCE, on the one hand, and DuPage CoC and DuPage, on the other hand, may terminate this MOU in the event of a material breach of this MOU by the other party that is not cured within thirty (30) days of such other party's receipt of notice of such breach. ALLIANCE may terminate this MOU immediately upon notice to DuPage in the event of a breach of Section 3.

Each of the parties acknowledges and agrees that in the event of a termination of this MOU, no refund of any Start-Up Costs or Ongoing Costs that have already been invoiced and paid will be provided by ALLIANCE. Each of the parties fully understands that it is liable for its respective portion of the Start-Up Costs or Ongoing Costs, regardless of any such termination. Additionally, in the event of a termination of this MOU, DuPage and DuPage CoC shall: (i) immediately discontinue all use of the software and database platform; and (ii) promptly provide to ALLIANCE a list of all of their respective end users of the software and database platform.

In the event a CoC terminates this MOU and wishes to export a copy of its data to another platform, said CoC is responsible for all costs associated with the data export.

Section 7: Reserved

Section 8: Warranty Disclaimer and Limitation of Liability

ALLIANCE AND COOK COC EACH DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER ALLIANCE NOR COOK COC SHALL BE RESPONSIBLE FOR: (I) THE PERFORMANCE (OR DELAY IN PERFORMANCE OR NON-PERFORMANCE) OF THE SOFTWARE OR DATABASE PLATFORM; (II) THE QUALITY, ACCURACY OR COMPLETENESS OF ANY DATA CONTAINED THEREIN; OR (III) PROGRAMMING ERRORS.

IN NO EVENT SHALL ALLIANCE OR COOK COC BE LIABLE FOR INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY LOSS OF USE, LOSS OF DATA, LOSS OF GOODWILL, LOST SAVINGS, DELAYS, NON-DELIVERIES, MIS-DELIVERIES, SERVICE INTERRUPTIONS, OR OTHER INTERRUPTIONS) CONNECTED WITH, OR ARISING OR RESULTING FROM, THIS MOU (INCLUDING ANY PERFORMANCE OR LACK OF PERFORMANCE HEREUNDER), EVEN IF SUCH DAMAGES WERE FORESEEABLE OR ALLIANCE OR COOK COC WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER A CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLE. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS MOU, IN NO EVENT SHALL ALLIANCE'S OR COOK COC'S AGGREGATE LIABILITY UNDER THIS MOU EXCEED THE LESSER OF \$10,000 OR THE TOTAL AMOUNT PAID BY DUPAGE TO ALLIANCE PURSUANT TO THIS MOU DURING THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE DATE THE APPLICABLE CLAIM AROSE.

Section 9: MISCELLANEOUS

Neither DuPage CoC nor DuPage may assign or delegate this MOU or any of its rights or obligations hereunder without the prior written consent of ALLIANCE, which consent may be withheld in its sole and unfettered discretion. ALLIANCE and Cook CoC may each freely assign or delegate this MOU, or any of their respective rights or obligations hereunder.

If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions of this MOU shall not be affected thereby and shall be binding upon all parties and shall be enforceable, and such provision shall be reformed to the extent necessary to render such provision valid and enforceable and to reflect the intent of the parties to the maximum extent possible under applicable laws.

The failure by any party to insist upon strict performance of any of the provisions contained in this MOU shall not constitute a waiver of its rights, at law, in equity, or otherwise, or a waiver of any other provisions or subsequent default by any other party in the performance of or compliance with any of the terms and conditions set forth in this MOU. No waiver of any of the provisions of this MOU shall be effective unless it is expressly stated to be a waiver and communicated to the other parties in writing by the waiving party.

Each party shall perform under this MOU as an independent contractor. Nothing in this MOU shall be construed to create: (i) a partnership, joint venture or other joint business arrangement between or among any of the parties; (ii) any fiduciary duty owed by one party to another party; or (iii) a relationship of employer and employee between or among any of the parties. The parties are not joint employers, a single employer, associated employers or related employers for any purpose under this MOU. No party shall have the authority to commit any other party contractually or otherwise to any obligations to third parties.

The internal laws of the State of Illinois (excluding its conflicts of law principles) shall govern this MOU.

The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall," and vice versa.

Section 10: Signatures

The undersigned CoC's and HMIS Lead agency representatives, on behalf of their respective CoC, agree to form and participate in a shared regional HMIS, managed by the ALLIANCE on behalf of each of the individual CoC's.

This MOU will have an effective date of June 1, 2014 (the "Effective Date").

Signature on File

 Signature on File 9.24.14

 Date

 Name

Cook County CoC – Alliance Board of Directors

Signature on File

 Signature 11/3/14

 Date

 Name

DuPage County Community Services (HMIS Lead for DuPage County CoC)

Signature on File

 Signature 11/3/14

 Date

 Name

DuPage County CoC Leadership Committee

Signature on File

 Signature 9/23/14

 Date

Jennifer Hill
Executive Director
Alliance to End Homelessness in Suburban Cook County (HMIS Lead for Cook County CoC and
Northeast Illinois HMIS Technical Lead Agency)

Appendix A: Roles and Responsibilities

The implementation of a shared, regional HMIS requires the active coordination of regional and Continuum level resources. The following outlines the roles and responsibilities of each of these main levels of administration, which are needed for the successful management of a regional system.

In describing roles and responsibilities, this document does not attempt to spell out a specific headcount requirement on required staffing needed to perform a role. This amount would vary based on the size, complexity, and requirements of the organizations involved. Instead this document focuses on the responsibility of a "team" which, depending on the situation, could be comprised of one or more individuals.

REGIONAL Level

Regional HMIS Governing Forum:

Facilitate collaborative and consensus driven decision making on implementation-wide governance areas

Membership comprised of representatives from:

- *Northeast Illinois HMIS Technical Lead Agency (ALLIANCE)*
- Each partner CoC (ALLIANCE Board & DuPage CoC Leadership)
- HMIS Lead Organization staff members (ALLIANCE & DuPage)

Responsibilities:

1. Regional HMIS Planning and Strategic Activities
 - Proactively plan for future system growth and expansion
 - Plan for utilization of HMIS data in the public sphere
 - Incorporate new members of the Northeast Illinois HMIS
2. Governance Structure
 - Review, update, modify and approve governance documents
 - Enforce regional agreements
 - Maintain organization chart of Governance Structure and general responsibilities
3. Oversight plan--which outlines the minimum standard policies and procedures for Technical Lead Agency, CoC's, HMIS Lead Organizations, Participating Agencies and End Users
 - Minimum standards of security, data quality and privacy
 - HUD regulatory requirements
 - Federal/local legal requirements
4. Regional forum to inform CoC's and HMIS Lead Organizations on the changes to the HMIS
5. Regional Decisions
 - Vendor Changes
 - Standard application configuration and usage

Northeast Illinois HMIS Technical Lead Agency: The Alliance to End Homelessness in Suburban Cook County (ALLIANCE)

Manage the technical aspects of the Northeast Illinois HMIS

The Northeast Illinois HMIS Technical Lead Agency team is responsible for the overall coordination, implementation and execution of the HMIS on behalf of the partner CoC's.

Responsibilities-ALLIANCE shall:

1. Negotiate and sign contract with Bowman Systems on behalf of partner CoC's for a single shared implementation
2. Manage ongoing relationship with Bowman Systems
 - IT/Software case tracking and reporting of errors
 - Updates to system
3. Coordinate funding from the multiple CoC's and manage budget and cash flow in order to ensure the necessary financial resources to cover regional expenses
4. Provide technical assistance to HMIS Lead Organizations; facilitate problem resolution and when necessary, forward issues to Bowman Systems
5. Manage central application administration
 - Overall user license management and allocation
 - System Administrator I and II user licenses (Given only to users as appropriate for system administration and reporting purposes)
 - Overall system provider tree structure and provider naming conventions
 - Maintenance of HUD-dictated picklists
 - Maintenance of HUD-dictated client assessments
 - Creation and posting of system-wide news bulletins
 - Maintenance of other HUD-dictated workflow and system-wide preferences
6. Monitor system usage over time in order to ensure that appropriate capacity planning is in place to proactively plan for future system growth and expansion
7. Ensure system compliance with "Oversight Plan"
8. Ensure technical compliance with federal and local laws and regulations
9. Work with HMIS Lead Organizations to plan and implement the system
10. Work with HMIS Lead Organizations to identify system administration 'specialists' in the following areas including but not limited to: privacy, security, training, ART reporting, program evaluation
11. Develop system-wide reporting; best practices training

CONTINUUM Level

Continua of Care: ALLIANCE Board & DuPage CoC Leadership Committee Oversees HMIS Lead and is primarily responsible for all local HMIS activity

Responsibilities- Each CoC shall:

1. Ensure active representation on Regional Governing Forum
2. Designate and direct HMIS Lead Organization
3. Ensure that appropriate policies and procedures are in place to meet Regional Governing Forum "Oversight Plan" as well as local and federal laws and regulations
4. Facilitate continuum-wide HMIS strategic planning
 - Serve as applicant to HUD for grants to be used for HMIS activities
 - Ensure adequate funding for HMIS Lead Organization, software, hosting and equipment costs. This could include payment to the HMIS Technical Lead Agency for costs associated with their responsibilities on behalf of each CoC, provided such costs are eligible under and documented in accordance with Federal cost principles as established by the Federal Office of Management and Budget.
 - Report outputs
 - Review performance benchmarks

HMIS Lead Organizations: ALLIANCE & DuPage

Guide the local operation of the HMIS implementation within a Continuum of Care

Responsibilities-Each HMIS Lead Organization shall:

1. Implement the system within its CoC following all policies and procedures set forth by the CoC and the Regional Governing Forum
2. Execute HMIS participation agreement with each HMIS participating agency
3. Provide technical assistance within its Continuum
 - Ensure all HMIS users are properly trained including initial training and ongoing outreach and support
 - Facilitate problem resolution when agencies experience difficulties with the software or system
 - Resolve issues locally, whenever possible, and escalate problems to ALLIANCE when necessary
 - Act as a single point of contact between provider agencies within its CoC and ALLIANCE
4. Complete data extraction for all local HUD reports (AHAR, PIT, HIC, APR, CAPER, NOFA, etc.)
5. Pay for actual costs incurred for software, hosting, custom programming and equipment based on the percentage of user licenses plus the actual number of ART licenses
6. Share expertise in developing 'specialists' in reporting and security with other HMIS Lead Organizations within collaborative
7. Perform Continuum-specific application administration tasks
 - Perform initial agency setup and configuration
 - Manage user accounts, logins and passwords for local agency administrators.
 - Audit usage across its CoC and ensure that standard policies and procedures are followed



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: Oct 6, 2023

Bid/Contract/PO #: _____

Company Name: WellSky Corporation	Company Contact: Marsha Blankenship
Contact Phone: 318-524-7611	Contact Email: marsha.blankenship@wellsky.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

Stephen Greenberg

Title

SVP Human & Social Services

Date

11/1/2023

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



Care Center Requisition \$30,000 and Over

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

File #: HS-P-0089-23

Agenda Date: 11/21/2023

Agenda #: 8.A.

AWARDING RESOLUTION ISSUED TO
AIRGAS USA, LLC
TO FURNISH AND DELIVER LIQUID PORTABLE OXYGEN
FOR THE DUPAGE CARE CENTER
(CONTRACT TOTAL AMOUNT \$48,000.00)

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

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to AirGas USA, LLC, to furnish and deliver liquid portable oxygen, for the period of December 1, 2023 through November 30, 2024, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract is for the issuance of a contract to AirGas USA, LLC, to furnish and deliver liquid portable oxygen, for the period of December 1, 2023 through November 30, 2024, for the DuPage Care Center, under Bid Renewal #22-105-DCC, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to AirGas USA, LLC, Post Office Box 73445, Chicago, Illinois 60673-4445, for a contract total amount of \$48,000.00.

Enacted and approved this 28th day of November, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-3492	RFP, BID, QUOTE OR RENEWAL #: 22-105-DCC	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$35,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$179,000.00
	CURRENT TERM TOTAL COST: \$48,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: AirGas USA, LLC	VENDOR #: 10674	DEPT: DuPage Care Center	DEPT CONTACT NAME: Vinit Patel
VENDOR CONTACT: Joel Thoms	VENDOR CONTACT PHONE: 630-231-7760	DEPT CONTACT PHONE #: 630-784-4273	DEPT CONTACT EMAIL: vinit.patel@dupagecounty.gov
VENDOR CONTACT EMAIL: joel.thoms@airgas.com	VENDOR WEBSITE:	DEPT REQ #: 7421	
<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.). Furnish and deliver liquid portable oxygen for the residents at the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, for a contract total amount not to exceed \$48,000.00, under bid renewal #22-105-DCC, first of three, one-year optional renewals.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Residents of the DuPage Care Center, with compromised breathing abilities often times are confined to their room for breathing treatments. Through the use of portable liquid oxygen, those residents are allowed greater independence and a greater quality of life.			

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. RENEWAL
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

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: AirGas USA, LLC	Vendor#: 10674	Dept: DuPage Care Center	Division: Environmental Services
Attn: Joel Thoms	Email: joel.thoms@airgas.com	Attn: Nancy Palima	Email: nancy.palima@dupagecounty.gov
Address: PO Box 73445	City: Chicago	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60673-4445	State: IL	Zip: 60187
Phone: 630-231-7760	Fax:	Phone: 630-784-4273	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: AirGas USA, LLC	Vendor#:	Dept: DuPage Care Center	Division: Environmental Services
Attn: Joel Thoms	Email:	Attn: Vinit Patel	Email: vinit.patel@dupagecounty.gov
Address: 1250 W. Washington Street	City: West Chicago	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60185	State: IL	Zip: 60187
Phone: 630-231-7760	Fax:	Phone: 630-4273	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): December 1, 2023	Contract End Date (PO25): November 30, 2024
Contract Administrator (PO25): Christine Kliebhan			

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		Liquid Portable Oxygen (\$0.65)	FY24	1200	2075	52320		33,000.00	33,000.00
2	1	EA		monthly repair costs flat rate \$1,250	FY24	1200	2075	53370		15,000.00	15,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 48,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Furnish and deliver liquid portable oxygen for the residents at the DuPage Care Center, for the period December 1, 2023 through November 30, 2024, for a contract total amount not to exceed \$48,000.00, under bid renewal #22-105-DCC, first of three, one-year optional renewals.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. November 7, 2023 Human Services Committee November 14, 2023 County Board
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" 1250 W. Washington Street, West Chicago, Illinois 60185 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-105-DCC which became effective on 12/01/2022 and which will expire 11/30/2023. The contract is subject to a first of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 11/30/2024.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

CONTRACTOR

THE COUNTY OF DUPAGE

[Redacted Signature]

SIGNATURE

Megan Specht

PRINTED NAME

Nickon Etminan

PRINTED NAME

VP Healthcare

PRINTED TITLE

Buyer II

PRINTED TITLE

11/16/23

DATE

DATE



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 LIQUID PORTABLE OXYGEN 22-105-DCC
 BID TABULATION

✓

NO.	ITEM	UOM	QTY	AIRGAS USA LLC	
				PRICE	EXTENDED PRICE
1	LIQUID OXYGEN	LB	80,000	\$ 0.65	\$ 52,000.00
2	REPAIR OF CANISTERS	EA	1	\$ 800.00	\$ 800.00
GRAND TOTAL					\$ 52,800.00

NOTES
 1. AIRGAS LINE TWO EXTENDED PRICE CORRECTED DUE TO MATH ERROR.

Bid Opening 10/12/22 @ 2:30 PM	NE, DW
Invitations Sent	5
Total Vendors Requesting Documents	2
Total Bid Responses	1

SECTION 7 - BID FORM PRICING

Quantities are estimated annual usage amounts.

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	LIQUID OXYGEN	LB	80,000	\$ 0.65	\$ 52,000.00
2	REPAIR OF CANISTERS	EA	1	\$ 800.00	\$ 16,000.00
GRAND TOTAL					\$ 68,000.00
GRAND TOTAL					
(In words) <i>Sixty-Eight Thousand Dollars and zero cents</i>					

EMERGENCY DELIVERIES: (Do not include in Grand Total)

Emergency Delivery Charges, if and when required, will be prices as follows:

Liquid Medical Oxygen Delivery, Evenings, Weekends and Holidays: \$ 1.05 Per Liquid Oxygen Pound

DELIVERY: 1-2 DAYS AFTER RECEIPT OF ORDER

** This depends on when order is communicated with Airgas
Similar to the current system in place.*

SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

Signature on File

X _____ Healthcare Specialist
(Signature and Title)

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this _____ day of _____ AD, 20 _____

(Notary Public) My Commission Expires: _____

SEAL

**SECTION 9 - MANDATORY FORM
LIQUID PORTABLE OXYGEN 22-105-DCC**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Airgas USA, LLC		
Main Business Address	1250 W Washington St.		
City, State, Zip Code	West Chicago IL 60185		
Telephone Number	630-231-7760	Email Address	Joel.Thoms@Airgas.COM
Bid Contact Person	Joel Thoms		

The undersigned certifies that he is:

- the Owner/Sole Proprietor
 a Member authorized to sign on behalf of the Partnership
 an Officer of the Corporation
 a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:
Signature on File

 (President or Partner)

 (Vice-President or Partner)

 (Secretary or Partner)

 (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including

Addenda No. __, ____, ____, and ____ issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.



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: 11/17/23

Bid/Contract/PO #: 22-105-DCC

Company Name: <u>Airgas USA LLC</u>	Company Contact: <u>Joel Thoms</u>
Contact Phone: <u>630-465-1935</u>	Contact Email: <u>Joel.Thoms@airgas.com</u>

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 Signature on File

Printed Name Joel Thoms

Title Healthcare Specialist

Date 11/17/2023

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



Care Center Requisition \$30,000 and Over

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

File #: HS-P-0090-23

Agenda Date: 11/21/2023

Agenda #: 8.B.

AWARDING RESOLUTION ISSUED TO
ACCELERATED CARE PLUS LEASING
FOR LEASING PHYSICAL THERAPY EQUIPMENT
FOR THE DUPAGE CARE CENTER
(CONTRACT TOTAL NOT TO EXCEED \$35,859.36)

WHEREAS, a sole source quotation has been obtained in accordance with 55 ILCS 5/5-1022 and County Board policy; and

WHEREAS, the County is authorized to enter into a Sole Source Agreement pursuant to Section 2-350 of the DuPage County Procurement Ordinance; and

WHEREAS, based upon supporting documentation provided by the using Department, the Chief Procurement Officer has determined that it is not feasible to secure bids or that there is only one source for the required goods or services, and/or has determined that it is in the best interests of the County to consider only one supplier who has previous expertise relative to the subject procurement; and

WHEREAS, in accordance with the Chief Procurement Officer's determination, the Human Services Committee recommends County Board approval for the issuance of a contract to Accelerated Care Plus Leasing, for leasing physical therapy equipment, for the period of January 1, 2024 through December 31, 2027, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for leasing physical therapy equipment, for the period of January 1, 2024 through December 31, 2027, for the DuPage Care Center, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Accelerated Care Plus Leasing, 4999 Aircenter Circle, Reno, Nevada 83502, for a contract total amount not to exceed \$35,859.36. Pursuant to 55 ILCS 5/5-1022 (c) not suitable for competitive bids. (Sole provider of a licensed or patented good or service.)

Enacted and approved this 28th day of November, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-3680	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 4 YRS + 0 TERM PERIOD	INITIAL TERM TOTAL COST: \$35,859.36
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 11/21/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$35,859.36
	CURRENT TERM TOTAL COST: \$35,859.36	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Accelerated Care Plus Leasing	VENDOR #: 31832	DEPT: DuPage Care Center	DEPT CONTACT NAME: Karen Cerny
VENDOR CONTACT: Danielle Alexander	VENDOR CONTACT PHONE: 313-384-4772	DEPT CONTACT PHONE #: 630-784-4402	DEPT CONTACT EMAIL: karen.cerny@dupagecounty.gov
VENDOR CONTACT EMAIL: dalexander@hangr.com	VENDOR WEBSITE: acplus.com	DEPT REQ #: 7425	
<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.). Leasing of Physical Therapy Equipment for the period January 1, 2024 through December 31, 2027, per sole source per DuPage Ordinance, section 2-350.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This equipment is an advanced therapeutic exercise systems, to assist patients/residents who struggle to participated in therapeutic exercise due to strength, coordination or neurological, orthopedic, or cardiopulmonary challenges. All of this equipment has been successful over the last 4 years and will continue to improve patient/resident's outcomes efficiently and effectively.			

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

JUSTIFICATION	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
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. OmniVersa Electrotherapy System, OmniVersa Cart, Clinical Services subscription Visits and Omnicycle Elite Cycle
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not. 2019 with bid #19-151-CARE
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. This was bid in 2019 with bid #19-151-CARE and Direct Supply does not have the same service and warranty as ACP provides, which makes them sole source.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Accelerated Care Plus Leasing (ACP)	Vendor#: 31832	Dept: DuPage Care Center	Division: Physical Therapy
Attn: Danielle Alexander	Email: dalexander@hanger.com	Attn: Karen Cerny	Email: karen.cerny@dupagecounty.gov
Address: 4999 Aircenter Circle	City: Reno	Address: 400 N. County Farm Road	City: Wheaton
State: NV	Zip: 83502	State: IL	Zip: 60187
Phone: 313-384-4772	Fax:	Phone: 630-784-4402	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Accelerated Care Plus Leasing (ACP)	Vendor#: 31832	Dept: DuPage Care Center	Division: Physical Therapy
Attn: Danielle Alexander	Email: dalexander@hanger.com	Attn: Karen Cerny	Email: karen.cerny@dupagecounty.gov
Address: 4999 Aircenter Circle	City: Reno	Address: 400 N. County Farm Road	City: Wheaton
State: NV	Zip: 83502	State: IL	Zip: 60187
Phone: 313-384-4772	Fax:	Phone: 630-784-4402	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): January 1, 2024	Contract End Date (PO25): December 31, 2027
Contract Administrator (PO25): Christine Kliebhan			

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		Lease program for Physical Therapy Equipment	FY24	1200	2060	53410		8,964.84	8,964.84
2	1	EA		Lease program for Physical Therapy Equipment	FY25	1200	2060	53410		8,964.84	8,964.84
3	1	EA		Lease program for Physical Therapy Equipment	FY26	1200	2060	53410		8,964.84	8,964.84
4	1	EA		Lease program for Physical Therapy Equipment	FY27	1200	2060	53410		8,964.84	8,964.84
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 35,859.36

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Leasing of Physical Therapy Equipment for the period January 1, 2024 through December 31, 2027, per sole source per DuPage Ordinance, section 2-350.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. November 21, 2023 HS Comm November 28, 2023 County Board
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. \$747.07 per month
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



ACP Rehab Technology and Clinical Services Package Proposal

Current Subscription with Accelerated Lite clinical services	Qty	Price
OmniVersa® Electrotherapy System	1	
OmniVersa® cart	1	
Accelerated Lite (2 annual visits per year) Clinical Services Package-monthly subscription	1	
<i>Omnicycle Elite cycle</i>	2	
Subscription Price		\$747.07/mo.

CONFIDENTIAL



October 20, 2023

RE: Sole Source

To Whom It May Concern:

This letter is to confirm that Accelerated Care Plus Leasing, Inc. (ACPL), including its affiliated corporate entities, is the exclusive distributor and provider within the United States for the OmniVersa® Multi-Modality Therapy System, OmniVersa® Medical Cart, Omnicycle® Elite Motorized Therapeutic Exercise System, and Synchrony Dysphagia Solutions by ACP® Portable, and that ACPL services the equipment to preserve associated warranties.

If you desire additional information, don't hesitate to contact me at any time or visit our website at ACPLUS.COM. Thank you for your interest in our products.

Sincerely,

Signature on File

Zlatko L. Hodin
Director, Compliance and Quality Assurance
Accelerated Care Plus Leasing, Inc.

Cell: 775.250.1729
Email: ZHodin@Hanger.com

Accelerated Care Plus Leasing
4999 Aircenter Circle, Suite 103, Reno, NV 89502

Web: acplus.com Tel: 800.350.1100 Fax: 800.350.1102



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: November 1, 2023

Bid/Contract/PO #: PO 4354-0001 SERV

Company Name: Accelerated Care Plus Leasing, Inc.	Company Contact: Z. Larry Hodin
Contact Phone: 775.250.1729	Contact Email: ZHodin@Hanger.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

Signature on File

Printed Name

Zlatko Larry Hodin

Title

Director, Compliance

Date

November 1, 2023

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



Change Order

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

File #: 23-3743

Agenda Date: 11/21/2023

Agenda #: 8.C.

HS-P-0051A-23
AMENDMENT TO COUNTY CONTRACT HS-P-0051-23
ISSUED TO PERFORMANCE FOODSERVICE
FOR SECONDARY FOOD, SUPPLIES AND CHEMICALS
FOR THE DUPAGE CARE CENTER
(INCREASE ENCUMBRANCE \$20,000.00, 27.45%, CUMULATIVE -23.88 INCREASE)

WHEREAS, County Contract 6330-0001 serv was approved by the Human Services Committee on February 28, 2023; and

WHEREAS, the Human Services Committee recommends changes as stated in the Change Order Notice to County Contract 6330-0001 SERV, issued to Performance Foodservice, for secondary food, supplies and chemicals, for the DuPage Care Center, to increase the contract by \$20,000.00 resulting in an amended contract total of \$92,861.08, an increase of 27.45%, cumulative -23.88%.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopt the Change Order Notice to County Contract 6330-0001 SERV, issued to Performance Foodservice, for secondary food, supplies and chemicals, for the DuPage Care Center, to increase the contract by \$20,000.00 resulting in an amended contract total of \$92,861.08, an increase of 27.45%, cumulative -23.88%.

Enacted and approved this 28th day of November, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

HS 11/21
FI + CB 11/28



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Nov 2, 2023

MinuteTraQ (IQM2) ID #: 23-3684

Purchase Order #: 6330-0001 SERV	Original Purchase Order Date: Mar 1, 2023	Change Order #: 3	Department: DuPage Care Center
Vendor Name: Fox River Foods dba Performance Foodservice Chicago			Vendor #: 38749
			Dept Contact: Mario Plata
Background and/or Reason for Change Order Request:	Secondary Food Supplier and Chemicals, for the DuPage Care Center, for the period March 1, 2023 through February 29, 2024. Increase line 1, 1200-2025-52200, in the amount of \$15,000.00 Increase line 6, 1200-2025-52200, in the amount of \$5,000.00 to cover purchase through end of contract. NOTE: original decrease to this contract was to offset increase to Sysco Chicago for primary food line- this increase is for products of recyclable disposable products that Performance Food now has in stock and has a better pricing than Sysco Chicago's contract. NOTE: previous change orders to this contract were to decrease the food line to accommodate Sysco Chicago contract, approved in August, 2023)		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$122,000.00
B	Net \$ change for previous Change Orders	(\$49,138.92)
C	Current contract amount (A + B)	\$72,861.08
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$20,000.00
E	New contract amount (C + D)	\$92,861.08
F	Percent of current contract value this Change Order represents (D / C)	27.45%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-23.88%

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:

cdk	4208	Nov 2, 2023	JC	Nov 2, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext
REVIEWED BY (Initials Only)				
Buyer	Date	<i>MCA</i>	Procurement Officer	<u>11/14/23</u>



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: Nov 2, 2023

MinuteTraq (IQM2) ID #: 23-3684

Department Requisition #: 6330-0001SERV

Requesting Department: DuPage Care Center	Department Contact: Mario Plata
Contact Email: mario.plata@dupagecounty.gov	Contact Phone: 630-784-4416
Vendor Name: Performance Foodservice	Vendor #: 38749

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 in the amount of \$20,000.00 to cover purchases of Recyclable Disposable products.

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

This contract is for secondary food, supplies and chemicals for the DuPage Care Center for the period March 1, 2023 through February 29, 2024.

Strategic Impact

Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

In early Spring, it was discussed with our Dining Services Management Team that DuPage County should move to recyclable disposable products and knowing that the expense for recyclables are more costly, a budget transfer was approved to accommodate this request. At this time DPCC was ordering Styrofoam disposable products from our Primary Food, Supplies and Chemicals contract (Sysco Chicago Contract). Performance Food has available the recyclable disposable products that we are using and at a lower cost than other vendors.

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

#23-020-DCC

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

- 1) DuPage Care Center recommends the approval to increase contract in the amount of \$20,000.00 to cover purchases of Recyclable Disposable products.
- 2) Do not increase the contract in the amount of \$20,000.00 to cover purchases of Recyclable Disposable products, and go back to containers that will continue to increase the waste causing landfills and the potential of waste which could then lead to toxins that leach into the soil and or ground water.

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.

FY23 1200-2025-52200 \$15,000.00
 FY24 1200-2025-52200 \$5,000.00

Updated Vendor Ethics Disclosure Form has been requested by Procurement.



Budget Transfer

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

File #: 23-3744

Agenda Date: 11/21/2023

Agenda #: 9.A.



Budget Transfer

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

File #: 23-3745

Agenda Date: 11/21/2023

Agenda #: 9.B.

11/9/23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective May 3, 2023

DINING SERVICES

From: 1200
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	
2025	54110		EQUIPMENT AND MACHINERY	\$ 1,400.00	11,716.85	10,316.85	11/9/23
Total				\$ 1,400.00			

HOUSEKEEPING

To: 1200
Company #

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	
2035	54110		EQUIPMENT AND MACHINERY	\$ 1,400.00	6,851.60	8,251.60	11/9/23
Total				\$ 1,400.00			

Reason for Request:

Transfer monies to allow purchasing of two (2) EZ mops to add to the current fleet for newly purchased Housekeeping trolley carts for Housekeeping at the DPCC

Signature on File

Department Head

Signature on File

Chief Financial Officer

Date

Date

11-9-23
11/13/23

Activity

(optional)

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

HS-11/21/23

FIN/CB-11/28/23