



DU PAGE COUNTY

Judicial and Public Safety Committee

Final Summary

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

Tuesday, July 2, 2024

8:00 AM

County Board Room

1. CALL TO ORDER

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

2. ROLL CALL

Remote attendee: Member Liz Chaplin

Other Board Members in attendance: Member Paula Garcia

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

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

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

MOTION TO ALLOW REMOTE PARTICIPATION

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

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

3. PUBLIC COMMENT

No public comment was offered.

4. VICE CHAIR REMARKS - VICE CHAIR ECKHOFF

Vice Chair Eckhoff did not offer any comments.

5. APPROVAL OF MINUTES

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

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

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

RESULT:	APPROVED
MOVER:	Sam Tornatore
SECONDER:	Yeena Yoo

6. PROCUREMENT REQUISITIONS

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

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

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

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

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Yeena Yoo
SECONDER:	Jim Zay

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

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

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

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

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

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Patty Gustin
SECONDER:	Brian Krajewski

7. RESOLUTIONS

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

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

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

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

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

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

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

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Patty Gustin
SECONDER:	Yeena Yoo

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

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

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

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Yeena Yoo
SECONDER:	Brian Krajewski

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

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

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

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Patty Gustin
SECONDER:	Dawn DeSart

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

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

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

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Patty Gustin
SECONDER:	Yeena Yoo

8. **BUDGET TRANSFERS**

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

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

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

RESULT:	APPROVED
MOVER:	Yeena Yoo
SECONDER:	Brian Krajewski

9. **INFORMATIONAL**

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

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

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

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Patty Gustin
SECONDER:	Dawn DeSart

10. **PRESENTATIONS**

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

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

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

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

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

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

11. OLD BUSINESS

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

12. NEW BUSINESS

No new business was offered.

13. ADJOURNMENT

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



Minutes

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
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File #: 24-1886

Agenda Date: 7/2/2024

Agenda #: 5.A.



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Judicial and Public Safety Committee

Final Summary

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WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, June 18, 2024

8:00 AM

County Board Room

1. CALL TO ORDER

8:00 AM meeting was called to order by Chair Lucy Evans at 8:01 AM.

2. ROLL CALL

Other Board members in attendance: Paula Garcia

Staff in attendance: Conor McCarthy (Assistant State's Attorney), Nick Kottmeyer (Chief Administrative Officer), Joan Olson (Chief Communications Officer), Candace Adams (Circuit Court Clerk), Kevin Vaske (Director-Circuit Court Clerk's Office), Jeff Martynowicz (Chief Financial Officer), Valerie Calvente (Procurement Officer), Jason Blumenthal (Policy and Program Manager-County Board), Craig Dieckman (Director-Office of Homeland Security and Emergency Management), John Nebl (Emergency Management Coordinator-Office of Homeland Security and Emergency Management), Jeff York (Public Defender) and Jeremy Custer (Senior Advisor-County Board)

Remote attendees: Dan Bilodeau (Deputy Chief-Sheriff's Office) and Robert Lyons (Chief of Administration-State's Attorney's Office)

PRESENT	Chaplin, Childress, DeSart, Evans, Krajewski, Ozog, Schwarze, Tornatore, Zay, and Yoo
ABSENT	Eckhoff, and Gustin

3. PUBLIC COMMENT

No public comment was offered.

4. CHAIR REMARKS - CHAIR EVANS

Chair Evans welcomed everyone to the meeting and then offered comments on two items on today's agenda. The first item she spoke of was item 6.D., the approval of a contract to Kelly A. Graham to serve as an Employment Coordinator for unemployed adult and juvenile probationers. Chair Evans briefly explained the services that this individual plans to provide if the contract is approved.

She then offered some background on agenda item 7.A., which seeks approval of a Memorandum of Understanding between the Illinois Law Enforcement Alarm System (ILEAS) and the County of DuPage to build two additional RapidComm trucks. Chair Evans commended the many COMU volunteers who plan to give countless hours of their time to work on these vehicles if the agreement is approved.

5. APPROVAL OF MINUTES**5.A. [24-1803](#)**

Judicial and Public Safety Committee - Regular Meeting Minutes - Tuesday, June 4, 2024.

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

RESULT:	APPROVED
MOVER:	Sam Tornatore
SECONDER:	Yeena Yoo

6. PROCUREMENT REQUISITIONS**6.A. [JPS-P-0017-24](#)**

Recommendation for the approval of a contract purchase order issued to Insight Public Sector, Inc., for the purchase of Getac Convertible Tablets, batteries, and chargers, for the Sheriff's Office, for the period of June 25, 2024 through June 24, 2025, for a contract total amount not to exceed \$47,819. Per Cooperative Purchasing Agreement Pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act", Omnia Partners #23-6692-03. (Sheriff's Office)

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

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Michael Childress

6.B. [JPS-P-0018-24](#)

Recommendation for the approval of a contract issued to Diana Hightower, for Coordinator of the Family Violence Coordinating Council, for the period of July 1, 2024 through June 30, 2025, for a total contract amount of \$40,320. Grant funded. (18th Judicial Circuit Court)

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

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Jim Zay
SECONDER:	Yeena Yoo

6.C. [24-1804](#)

Recommendation for the approval of a contract purchase order issued to Image Printing, Inc., for the purchase of case jackets, for the Clerk of the Circuit Court, for the period of July 1, 2024 through June 30, 2025 for a contract total amount not to exceed \$15,371.59, per renewal of bid # 23-096-CCC, first of three options to renew. (Clerk of the Circuit Court)

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

RESULT:	APPROVED
MOVER:	Greg Schwarze
SECONDER:	Michael Childress

6.D. [24-1805](#)

Recommendation for the approval of a contract to Kelly A. Graham, to design and implement comprehensive job placement for unemployed probationers, for the period June 30, 2024 through June 29, 2025, for a contract total amount not to exceed \$27,000. Other professional services not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-353(1)(b). (Probation and Court Services).

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

RESULT:	APPROVED
MOVER:	Brian Krajewski
SECONDER:	Liz Chaplin

6.E. [JPS-CO-0007-24](#)

Amendment to Purchase Order 2846-0001 SERV, issued to Journal Technologies, Inc., for a case management system, to increase contract in the amount of \$12,676.38 for additional licenses, for a new contract total amount of \$892,725.76, an increase of 1.44%. (Public Defender's Office)

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

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Yeena Yoo
SECONDER:	Jim Zay

7. **RESOLUTIONS**

7.A. [JPS-R-0013-24](#)

Authorization of a Memorandum of Understanding between the Illinois Law Enforcement Alarm System (ILEAS) and the County of DuPage. (Office of Homeland Security and Emergency Management)

Member Zay asked where these RapidComm vehicles will be stored. Director Dieckman responded that they will be kept in the 170 Building. Further, Director Dieckman stated that the County is only in possession of these vehicles while they are being assembled. Once they have been built, they will be redeployed to downstate Illinois.

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

RESULT: APPROVED AND SENT TO FINANCE

MOVER: Jim Zay

SECONDER: Liz Chaplin

7.B. [FI-R-0100-24](#)

Acceptance and appropriation of the Violent Crime Victims Assistance Program Special Project Grant PY25, Agreement No. 25-0620, Company 5000, Accounting Unit 6620, \$38,325. (State's Attorney's Office)

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

RESULT: APPROVED AND SENT TO FINANCE

MOVER: Mary Ozog

SECONDER: Yeena Yoo

8. **BUDGET TRANSFERS**

8.A. [24-1807](#)

Transfer of funds from account no. 1000-6510-53807 (subscription IT arrangements) to account no. 1000-6510-54107 (software) in the amount of \$2,469. This transfer is needed because GASB 96 changed the accounting standard regarding ownership criteria where the County has a non-cancelable right to control in excess of one year and should be considered capital in nature when determining ownership. Since this invoice was already charged to account code 53807, a journal entry will be created moving the expense from account 53807 to 54107. (State's Attorney's Office-Children's Advocacy Center)

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

RESULT: APPROVED

MOVER: Yeena Yoo

SECONDER: Sam Tornatore

8.B. [24-1808](#)

Transfer of funds from account no. 1000-6500-53807 (subscription IT arrangements) to account no. 1000-6500-54107 (software) in the amount of \$222,385. This transfer is needed because GASB 96 changed the accounting standard regarding ownership criteria where the County has a non-cancelable right to control in excess of one year and should be considered capital in nature when determining ownership. Since this invoice was already charged to account code 53807, a journal entry will be created moving the expense from account 53807 to 54107. (State's Attorney's Office)

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

RESULT: APPROVED

MOVER: Yeena Yoo

SECONDER: Brian Krajewski

8.C. [24-1809](#)

Transfer of funds from account no. 1000-6500-53020 (information technology services) to account no. 1000-6500-50010 (overtime) in the amount of \$10,000 needed for overtime related to support staff for weekend First Appearance Court. (State's Attorney's Office)

Member Krajewski asked if this transfer is to cover overtime to-date and whether additional overtime will be necessary for weekend court appearances. Jeff Martynowicz, Chief Financial Officer, responded that these funds are to cover overtime costs to-date, as well as to ensure future overtime costs. Robert Lyons, Chief of Administration for the State's Attorney's Office, concurred that the transfer is in anticipation of overtime costs going forward. Member Krajewski then inquired whether staff assigned to cover weekend First Appearance Court are being paid overtime. Mr. Lyons confirmed that the staff hours worked are considered overtime.

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

RESULT:	APPROVED
MOVER:	Sam Tornatore
SECONDER:	Yeena Yoo

9. ACTION ITEMS

9.A. [JPS-CO-0006-24](#)

Recommendation for the approval of a change order amending purchase order 5308-0001 SERV, issued to Logicalis, Inc., for management of the remote Disaster Recovery environment, to increase the purchase order in an amount of \$24,474.54, resulting in an amended purchase order total amount of \$1,104,525.22, a cumulative increase of 3.26%. (Clerk of the Circuit Court)

Member Yoo asked for clarification on why these additional funds were not anticipated at the time the contract was signed. Candice Adams, Circuit Court Clerk, explained that her office added more servers under their Disaster Recovery Program that were not budgeted for initially. Clerk Adams stated that her office had planned for some additional costs, but the larger increase in IT costs was not anticipated.

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

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Brian Krajewski
SECONDER:	Greg Schwarze

10. CONSENT ITEMS

10.A. [24-1810](#)

DuPage Legal Aid Foundation, 6184-0001 SERV - This Purchase Order is decreasing in the amount of \$34,520.50 and closing due to expiration of the contract. (State's Attorney's

Office)

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

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Greg Schwarze
SECONDER:	Yeena Yoo

11. OLD BUSINESS

No old business was offered.

12. NEW BUSINESS

Member Ozog extended her thanks to the Daily Herald for their coverage of the one year anniversary of the mass shooting at the Hinsdale Lake Terrace Apartments. Further, she thanked Chair Conroy and Chair Evans for their recognition of the positive things DuPage County has done over the past year to improve the quality of life in this neighborhood.

13. ADJOURNMENT

With no further business, the meeting was adjourned at 8:20 AM. The next meeting is scheduled for Tuesday, July 2, 2024 at 8:00 AM.



File #: JPS-P-0019-24

Agenda Date: 7/2/2024

Agenda #: 15.A.

AWARDING RESOLUTION ISSUED TO
CLOUDGAVEL, LLC FOR THE IMPLEMENTATION AND ANNUAL SERVICE
OF THE WARRANT MANAGEMENT SYSTEM
FOR THE SHERIFF'S OFFICE
(CONTRACT TOTAL AMOUNT \$652,500)

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

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to CloudGavel, LLC, for the implementation and annual service of the Warrant Management System, for the period of July 10, 2024 through July 9, 2029, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that said contract for the implementation and annual service of the Warrant Management System, for the period of July 10, 2024 through July 9, 2029 for the Sheriff's Office, per RFP # 24-075-SHF, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to CloudGavel, LLC, 4305 Bluebonnet Blvd., Baton Rouge, LA 70809, for a contract total amount of \$652,500.

Enacted and approved this 9th day of July, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist

Procurement Services Division

This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: JPS-P-0019-24	RFP, BID, QUOTE OR RENEWAL #: 24-075-SHF	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$652,500.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 07/02/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$652,500.00
	CURRENT TERM TOTAL COST: \$652,500.00	MAX LENGTH WITH ALL RENEWALS: FIVE YEARS*	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: CloudGavel LLC	VENDOR #:	DEPT: Sheriff-Corrections	DEPT CONTACT NAME: Commander John Putnam
VENDOR CONTACT: Casey Roussel	VENDOR CONTACT PHONE: 866-297-5155	DEPT CONTACT PHONE #: 630-407-2050	DEPT CONTACT EMAIL: john.putnam@dupagesheriff.org
VENDOR CONTACT EMAIL: casey.roussel@fusionstak.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Implementation and annual service of warrant management system to replace existing "mainframe" system which will be sunseting. This contract is for 5 years with a first year implementation fee off \$100,000 plus a first year support and maintenance agreement of \$100,000. The remaining years of the contract will have a support and maintenance agreement paid on a yearly basis. This pricing was obtained through RFP via DuPage County procurement.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To comply with all requirements and procedures for processing and tracking of court issued arrest warrants			

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.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
RFP (REQUEST FOR PROPOSAL)	

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. RFP process with evaluation and scoring conducted by a diverse group including Sheriff's Administration, IT and end users
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). Award vendor for new system or enter into discussions about maintaining current system at potentially twice the cost

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: CloudGavel LLC	Vendor#:	Dept: Sheriff	Division: Budget Support
Attn: Casey Roussel	Email: casey.roussel@fusionstak.com	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 4305 Bluebonnet Blvd	City: Baton Rouge	Address: 501 N County Farm RD	City: Wheaton
State: LA	Zip: 70809	State: IL	Zip: 60187
Phone: 866-297-5155	Fax:	Phone: 630-407-2122	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: CloudGavel LLC	Vendor#:	Dept: Sheriff	Division: Corrections
Attn: Casey Roussel	Email: casey.roussel@fusionstak.com	Attn: Commander John Putnam	Email: john.putnam@dupagesheriff.org
Address: 4305 Bluebonnet Blvd	City: Baton Rouge	Address: 501 N County Farm RD	City: Wheaton
State: LA	Zip: 70809	State: IL	Zip: 60187
Phone: 866-297-5155	Fax:	Phone: 630-407-2050	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 07/10/2024	Contract End Date (PO25): 07/09/2029

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		Implementation	FY24	1000	4410	53806		100,000.00	100,000.00
2	1	EA		Support and maintenance yr1	FY24	1000	4410	53806		100,000.00	100,000.00
3	1	EA		Support and maintenance yr2	FY25	1000	4410	53806		105,000.00	105,000.00
4	1	EA		Support and maintenance yr3	FY26	1000	4410	53806		110,250.00	110,250.00
5	1	EA		Support and maintenance yr4	FY27	1000	4410	53806		115,750.00	115,750.00
6	1	EA		Support and maintenance yr5	FY28	1000	4410	53806		121,500.00	121,500.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 652,500.00

Comments	
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 County of DuPage, IL Warrant Management System Software

RFP Number 24-075-SHF

June 6, 2024

Casey Roussel – President / CCO
4305 Bluebonnet Blvd., Baton Rouge, LA 70809
Phone: 225-412-2267
Email: Casey.Roussel@fusionstak.com

Executive Summary

Here at CloudGavel, we have dedicated ourselves to building innovative solutions for Public Safety and State & Local Governments. We have a deep understanding of local governments and what is expected of their vendors. Our goal has always been to deliver the best product on the market and then follow it up with the best support on the market. No matter how hard we try, there will always be issues that arise and when they do, our trained team will be there with you to address them.

CloudGavel is nationally recognized as the leading voice in electronic warrants. Our leadership team were pioneers in the eWarrant industry and our eWarrant solution, CloudGavel, has become the most widely used eWarrant solution in the country. Because of our extensive experience and knowledge in this field, we have a very good understanding of what the needs are of DuPage County in regard to this RFP.

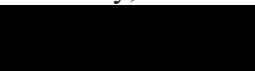
We understand that the needs of our clients are changing and that their systems must be able to adapt to those changes. Because of this understanding, we have designed CloudGavel to be responsive to these changes. Thus, allowing us to make real-time customizations and/or rapid software updates that allow our clients to stay on the cutting edge of functionality and useability.

CloudGavel created the most widely used eWarrant Systems in the country. More than 300 agencies nationwide depend on CloudGavel to meet their eWarrant needs. The state and local government agencies currently using CloudGavel include law enforcement, district attorneys, courts, clerks' offices, sheriff's offices, police departments and more. CloudGavel's law enforcement & Judicial domain user base exceeds 18,000 nationally with agencies that span from a single user to agencies of 2,000+ users. The following map depicts CloudGavel footprint in the country.

Our commitment to delivering that best solution and best customer support in the market has not only allowed CloudGavel to become the premier eWarrant solution in the country but it has also allowed us to have 100% client retention. CloudGavel is now used throughout 17 states by hundreds of agencies and our proudest accomplishment is that no agency has ever left the CloudGavel family.

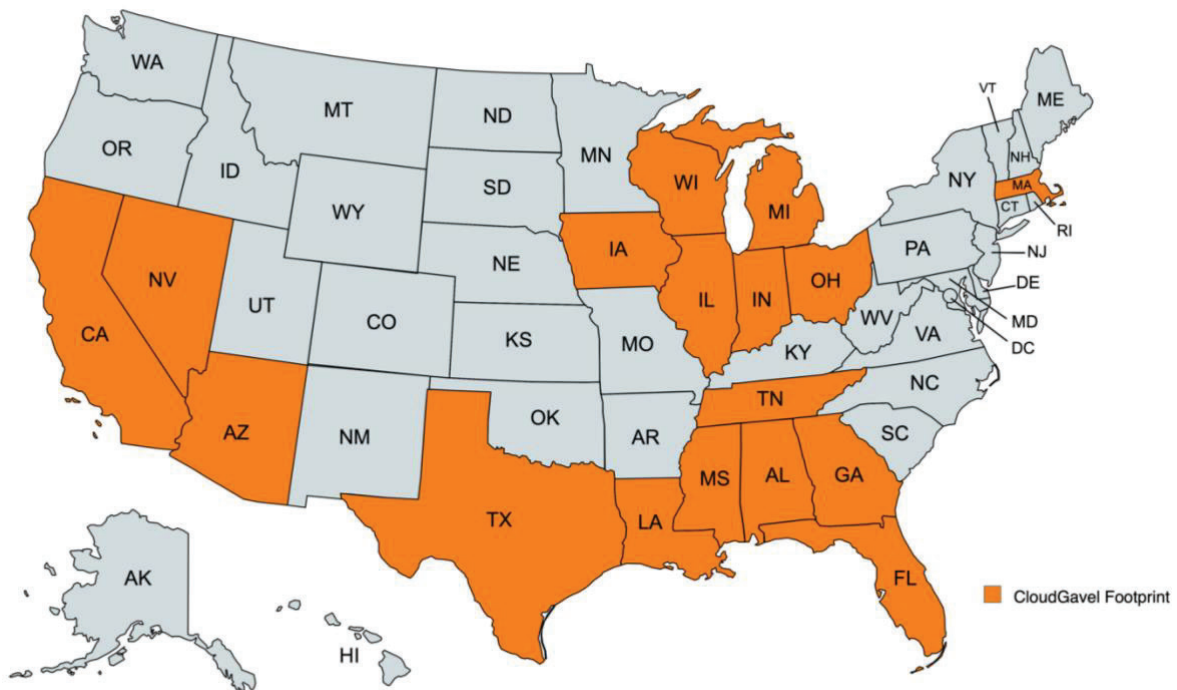
We are most appreciative to have the opportunity to present CloudGavel to DuPage County.

Sincerely,



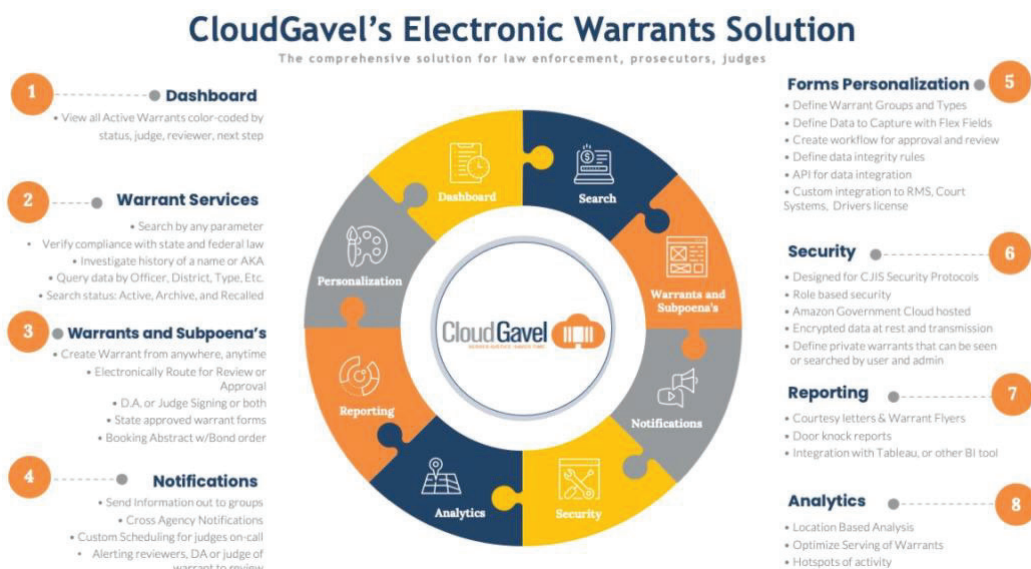
Casey Roussel
President / CCO
CloudGavel LLC

CloudGavel Client Footprint



Description of Solution Functionality

The CloudGavel Platform is the industry leader and a robust platform for criminal warrant, bench warrant, and subpoena management. Rather than starting with a custom build, the CloudGavel Platform allows the County to start with a proven solution that can be up and running in days to show participating agencies end-to-end document flow.



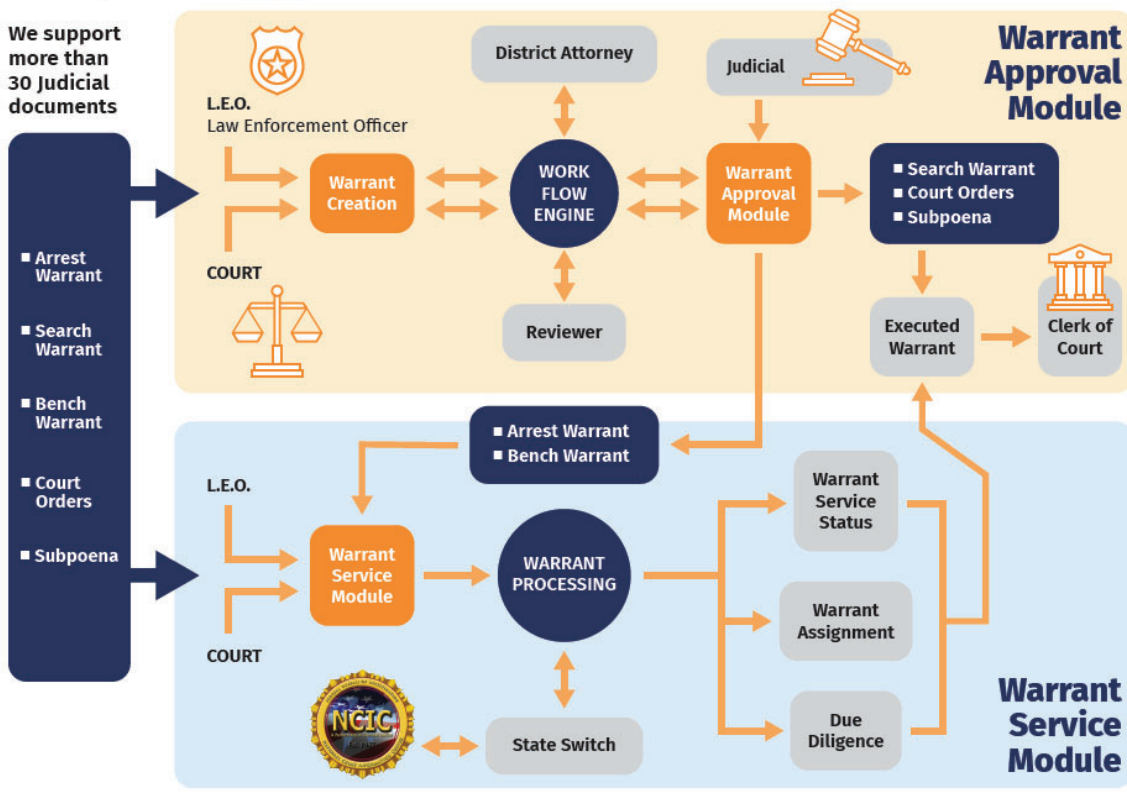
The CloudGavel Platform is currently hosted in the AWS government cloud and is built on Microsoft c#.net. The core CloudGavel Platform has eight modules that, when configured, will meet all the requirements of the County.

We will use CloudGavel as the product platform base to start your project and configure it to meet the needs in the RFP, policy documents, supporting documents and items identified during discovery. Our focus will be configuration and closing any gaps in the solution versus long cycle, high risk, low result, bug ridden custom development from scratch.

CloudGavel cradle to grave warrant context diagram

Our team of subject matter experts has decades of government experience conducting one-time data migration from legacy systems into new replacement platforms. We also have vast experience in real-time APIs that are required to seamlessly share data with participating agencies groups through compliant secured encrypted data transmission channels. When the County chooses CloudGavel as their partner, what the County gets is a mature team and a mature CloudGavel platform. The CloudGavel Platform has over seven years of industry intellect and development built into the platform. This provides secure roles and configurable document management specifically for the warrant industry.

We support more than 30 Judicial documents



CloudGavel Application



User Dashboard

The CloudGavel dashboard is a powerful tool where the user can create documents and see their workload. The dashboard is divided into a search section where the user can select the desired agency or select across agencies. The Warrants templates available to the user are shown as icons at the top of the dashboard so the user can create a new document for data entry.

CloudGavel

APPLICATIONS BY AGENCY

Dashboard

Agency

Documents

Archive Document

Scheduler

GLOBAL

State laws

CloudGavel

Agency

Baton Rouge Sheriff's Office

Group

SupervisorGroup

Arrest Warrant

Search Warrant

GPS Tracking Warrant

Instantor Subpoena
Duces Tecum

Business Bank Search
and Freez

SEE MORE

My Recent Documents

SEE MORE

Document Number	Document Type	Assignee	Actions
Warrant Number Auto Save	Search Warrant	Aayush Dahal	⋮
Bryan Warrant 120	Arrest Warrant	Aayush Dahal	⋮
warr	Arrest Warrant	Aayush Dahal	⋮
warr	Arrest Warrant	Aayush Dahal	⋮
war	Arrest Warrant	Aayush Dahal	⋮
111111	Arrest Warrant	Aayush Dahal	⋮
111111	Arrest Warrant	Aayush Dahal	⋮
111111111111	Arrest Warrant	Aayush Dahal	⋮
234234	Search Warrant	Aayush Dahal	⋮
234234	Arrest Warrant	Aayush Dahal	⋮

Recent Assigned Documents

Document Number	Document Type	Created By	Actions
Bryan Warrant 120	Arrest Warrant	Aayush Dahal	⋮
warr	Arrest Warrant	Aayush Dahal	⋮
warr	Arrest Warrant	Aayush Dahal	⋮
Warrant Number Auto Save	Search Warrant	Aayush Dahal	⋮
war	Arrest Warrant	Aayush Dahal	⋮

Filters

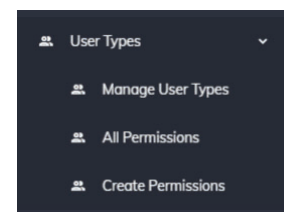
Agency Management

The agency management screen lists all agencies in the CloudGavel system. The Super Administrator and Administrator can see the agencies they manage from a single listing. Edit capabilities allow the admin to set up the full configuration of templates, users, and workflow for the agency.

Agency Name	Status	License	Created Date	Action
ServicePlanA	Deactivated	Unlimited License:0	07/16/2019 07:12 AM	
ServicePlanBA1	Deactivated	Per Warrant Billing:0 Licensed User:20	07/16/2019 07:23 AM	
Test	Deactivated	Unlimited License:29 Licensed User:12	07/16/2019 11:38 AM	
TestPlan	Deactivated	Unlimited License:25	08/02/2019 01:00 PM	
Test Plan	Deactivated	Unlimited License:25	08/02/2019 01:23 PM	
DemoServicePlan	Deactivated	Unlimited License:25	08/06/2019 10:56 AM	
BoneeplanA	Deactivated	Unlimited License:25	08/06/2019 11:26 AM	
Test_PlanBB	Deactivated	Unlimited License:25 Licensed User:25	08/06/2019 12:08 PM	
Test_PLAN_V	Deactivated	Unlimited License:25 Licensed User:10	08/06/2019 12:09 PM	
Test001	Deactivated	Unlimited License:25	08/14/2019 06:37 AM	
Test0001	Deactivated	Unlimited License:25	08/14/2019 06:49 AM	
10001	Deactivated	Unlimited License:0	08/19/2019 07:05 AM	
Traffic Homicide	Deactivated	Unlimited License:25	08/20/2019 08:47 PM	
Test_QARService	Deactivated	Unlimited License:25	08/26/2019 05:56 AM	
Test_QARServicePlan	Deactivated	Unlimited License:25	08/26/2019 06:02 AM	
basicPlan	Deactivated	Unlimited License:25	08/26/2019 06:24 AM	
basicPlan1	Deactivated	Unlimited License:25	08/26/2019 06:26 AM	
basicPlan2	Deactivated	Unlimited License:25	08/26/2019 06:28 AM	
basicPlan3	Deactivated	Unlimited License:25	08/26/2019 06:29 AM	
basicPlan4	Deactivated	Unlimited License:25	08/26/2019 06:29 AM	
basicPlan007	Deactivated	Unlimited License:25	08/26/2019 03:23 PM	
Bonee_Plan	Deactivated	Unlimited License:25	08/26/2019 04:46 PM	
Test_ServicePlan	Deactivated	Unlimited License:25	08/21/2019 11:58 AM	
Test_SericePlan	Deactivated	Unlimited License:25	08/21/2019 11:58 AM	
TestServicePlan	Deactivated	Unlimited License:25	08/21/2019 11:58 AM	

Roles and Privileges

CloudGavel has a robust security module. Security settings are configured in roles, groups, users, guest groups, and workflow depending on which security permission the administrator is configuring. Users and their groups are tied to permissions that are defined in the CloudGavel and give access levels to areas of the User Interface. The graphic on the right depicts the user type menu.

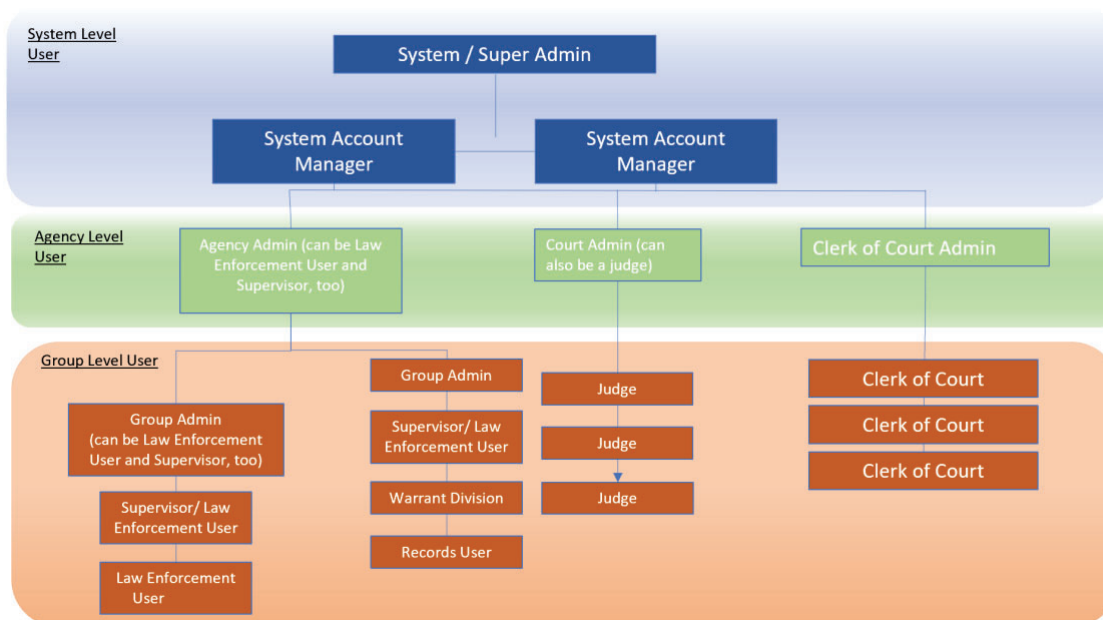


CloudGavel supports:

- **Super Users** - Typically state level staff that will set up agency accounts.
- **Admins** – Administrators at each agency (Court, Sherriff, PD etc.). Will manage the agencies configuration, workflow, user roles, warrant templates and core system administration. Admins can set up Group Admins and users.
- **Group Admins** – Within an agency it is typical for there to be work groups and a taskforce. Group Admins allow an agency to create admins that manage and invite selected users.

- **Users** – Users are invited and configured by Admins or group admins. Users cannot administer system level settings.
- **Guest Groups** – Guest groups can be added to an agency by an Admin. It allows two or more agencies to share users and work on configured warrant groups collectively. This occurs with a special taskforce, cooperative agreements. It also occurs when State Police work in support of an agency.

The graphic on the following page illustrates the administration hierarchy.



Search

The CloudGavel solution supports search, creation, approve, servicing and updating of warrant request and protection orders. The solution allows the creation of any document type in the template manager (Arrest Warrant and Protection Order). The search screen below will be configured for the primary search parameters needed by the county. As shown on the popup menu (graphic below), after a record is found, the user can view the record, send an email to the parties involved in creating the Warrants and Protection Order or see the audit history.

CloudGavel

CloudGavel

Detective Vishal

APPLICATIONS BY AGENCY

Dashboard

Documents

Archive Document

Agency Plan

GLOBAL

State laws

Archive Document

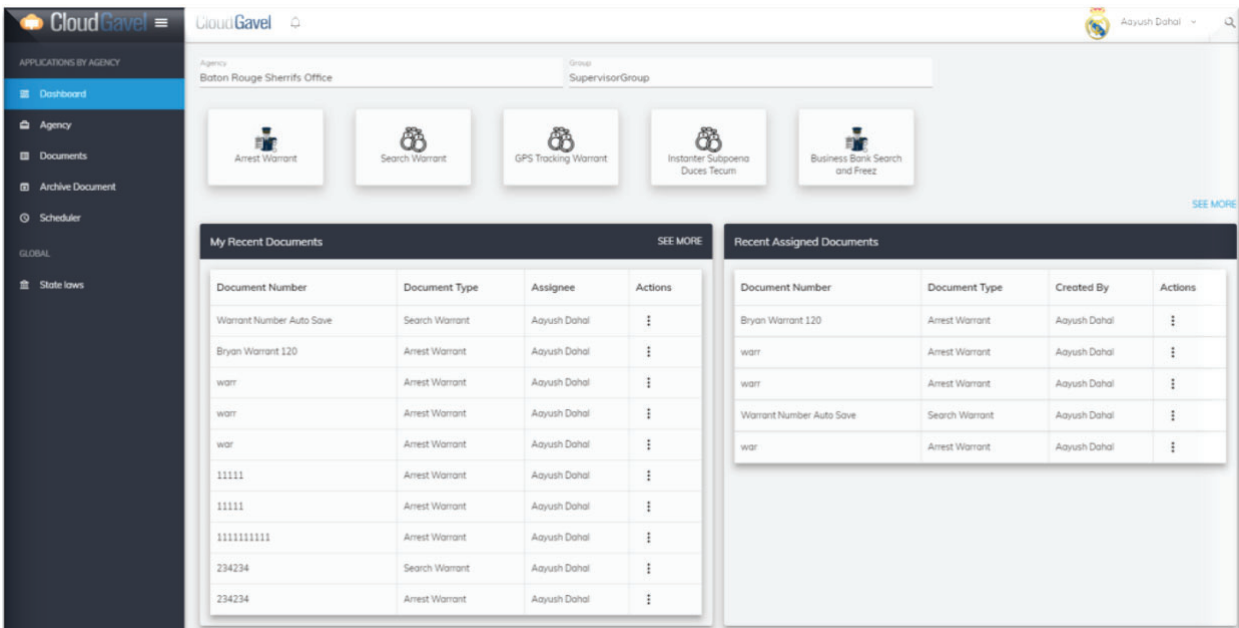
Global Search

Document No ^	Type	Judge	Status	Reviewer	Suspect	Updated Date	Actions
AWTTYTest	Arrest Warrant	Not Selected	Judge Rejected	Detective Vishal	Vishal Testr Bhongare	Nov 5, 2019	
Arrest002	Arrest Warrant	Not Selected	Recalled	Detective Vishal	Karen Test Nanaoo	Oct 25, 2019	View
Arrest002	Arrest Warrant	Not Selected	Recalled	Detective Vishal	Karen Test Nanaoo	Oct 25, 2019	Send Email
Arrest003	Arrest Warrant	Not Selected	Recall Requested	Detective Vishal	Vishal Bhongare	Nov 8, 2019	Audit Trail
Arrest003	Arrest Warrant	Not Selected	Recall Requested	Detective Vishal	Vishal Bhongare	Nov 8, 2019	
Arrest003	Arrest Warrant	Not Selected	Recalled	Detective Vishal	Karen Test Nanaoo	Oct 25, 2019	
Arrest003	Arrest Warrant	Not Selected	Recalled	Detective Vishal	Karen Test Nanaoo	Oct 25, 2019	
ArrestRecall	Arrest Warrant	Not Selected	Recalled	Detective Vishal	Vishal Bhongare	Nov 8, 2019	
ArrestRecall	Arrest Warrant	Not Selected	Recalled	Detective Vishal	Vishal Bhongare	Nov 8, 2019	
L D S O-00123	DUI Return Of Search	Not Selected	Judge Rejected	Detective Vishal	Vishal Test Bhongare	Oct 14, 2019	
LDSO-005155	Arrest Warrant	Not Selected	Review	Detective Vishal	Vishal TestUser Bhongare	Oct 14, 2019	
LDSO-0051666	Arrest Warrant	Not Selected	Review	Detective Vishal	Vishal Bhongare	Oct 15, 2019	
LDSO-005171	DUI Search	Not Selected	Review	Detective Vishal	Vishal Bhongare	Nov 22, 2019	
Test001	Arrest Warrant	Not Selected	Review	Detective Vishal	Vishal Bhongare	Nov 22, 2019	
Test03	Arrest Warrant	Not Selected	Review	Detective Vishal	Test User	Oct 31, 2019	
TestRecall	Arrest Warrant	Not Selected	Recalled	Detective Vishal	Vishal TestUser Bhongare	Nov 8, 2019	
TestRecall	Arrest Warrant	Not Selected	Recalled	Detective Vishal	Vishal TestUser Bhongare	Nov 8, 2019	
3333333	Arrest Warrant	Not Selected	Recalled	Detective Vishal	First Name Last Name	Oct 24, 2019	
3333333	Arrest Warrant	Not Selected	Recalled	Detective Vishal	First Name Last Name	Oct 24, 2019	
cellPhone001	Cell Phone Search warrant	Not Selected	Review	Detective Vishal	undefined undefined	Oct 17, 2019	
lapfinaltest	LSP19TH JDC APC	Not Selected	Judge Rejected	Detective Vishal	shripad godse	Oct 18, 2019	
newRecall	Recall of Arrest Warrant	Not Selected	Judge Rejected	Detective Vishal	Shripad Godse	Oct 19, 2019	
recallTest	Recall of Arrest Warrant	Not Selected	Judge Rejected	Detective Vishal	Shripad Godse	Oct 19, 2019	
recallWarrant	Recall of Arrest Warrant	Not Selected	Judge Rejected	Detective Vishal	Shripad Godse	Oct 19, 2019	
warrq	Arrest Warrant	Not Selected	Judge Rejected	Detective Vishal	shripad godse	Oct 11, 2019	

Items per page: 25
1 - 25 of 51

Add Warrants

The top of the dashboard for each user shows “card icons” to illustrate the type of document the user can add. These cards will be shown based on the users’ permissions. For example, admin users will not have any add document cards. Some user groups will be able to add protection orders while others may not. To add a new Warrant the user will click the desired card icon and a data entry screen will be displayed. The next screenshot shows the dashboard with document add cards.



Enter Update

The CloudGavel system has robust features for managing Warrants. As shown in the menu on the dashboard below, the user can view, clone, notify, update assignee or update the document based on their user permissions. Clone allows the user to replicate the document with all data to start a new audit trail or create a similar Warrant or Protection Order for another suspect/person under a similar situation. Typically cloning is used when more than one person is being arrested for the same incident. The next screenshot depicts an example data entry screen 1 - Warrants Data Entry.

CloudGavel

CloudGavel

Bryan Kirby

ARREST - Arrest Warrant

SAVE PREVIEW

JURISDICTION INFORMATION

Document Number

D-25363-20

Item/Case Num

865214578

☐ If Confidential

Districts *

19th

County *

East Baton Rouge

SUSPECT DETAILS

First Name *

John

Middle Name

William

Last Name *

Doe

Race *

White

Gender *

Male

Date Of Birth *

5/16/1980

SSN Number

123-45-6789

☒ Is Juvenile

Below are sample data entry screens built using the CloudGavel Platform template creation system. As shown in the sample screenshots, the system allows a variety of text boxes, drop down

lists, check boxes, date selectors, and note fields. There is no limit to the number of fields or data types that can be captured in the template designer and then the CloudGavel Platform engine draws the template for data capture.

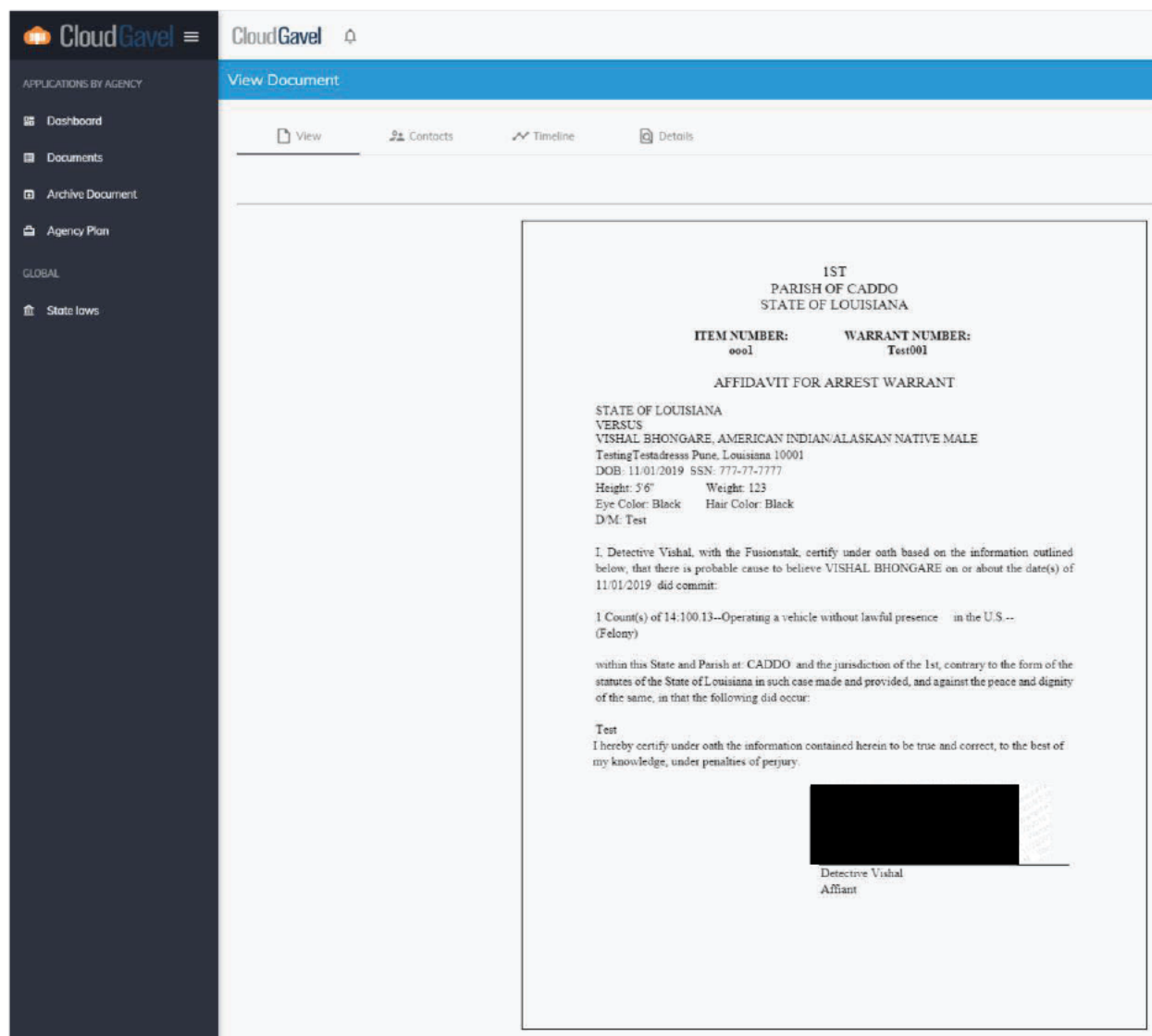
The image displays two screenshots of the CloudGavel ARREST - Arrest Warrant form. The top screenshot shows the 'SUSPECT ADDRESS OR SEARCH LOCATION ADDRESS' section with fields for Address Line 1 (2356 West 14th St.), Address Line 2 (Apt. 12), City (Baton Rouge), State (Louisiana), and Zip (70810). Below this is the 'CASE INFORMATION' section, which includes a 'Hide Charges' checkbox and two rows of charge information. Each row has a 'Count' dropdown (5 and 3), a 'Statute Code' dropdown (40:971/B1B and 40:971/C), a 'Charge Description' (Prohibited acts; all schedules), and a 'Statute Type' dropdown (Felony). An 'Add Charge' button is at the bottom. The bottom screenshot shows the 'Probable Cause Description' section with a rich text editor containing the text 'The narrative for the arrest warrant application will go here'. Below this is the 'CRIME DATES AND TIME' section, which has radio buttons for 'Single Date' and 'Date Range' (selected), and 'Single Time' and 'Time Range' (selected). The 'Date Of Crime' is 1/6/2020 and the 'Time Of Crime' is 01:50 am. The 'Location of Offense' is 5622 West Adams Drive.

By accessing the ellipses icon in the My Recent Documents dashboard, the user can access several shortcuts to manage a document. These features include the ability to view the document, clone it, notify participants in the workflow, update the next assignment in the workflow, or update the content of the document. These functions are driven by the user's security permission and the rules established in the workflow configuration.

After opening the view menu, the user can print the Warrant and Protection Order documents from the print icon. The system will render a PDF document.



Warrants, or any other document capture the state adds to the CloudGavel Platform, are displayed as a PDF inside the CloudGavel application.



The CloudGavel Platform has three robust features for searching: Dashboard, Reporting and the Data Exchange. The dashboard is a user's central location for accessing their working queue of Warrants that they created, reviewed, approved or in service. The reporting system allows users

to search using selected fields and produce a preformatted report or export data to a CSV or XLS file. The Exchange is much like the user's dashboard but is the location where users can search across agencies for warrants. The Exchange allows the client to configure which types of warrants are shareable.

Warrant Template Manager

The CloudGavel forms development engine allows you to create new warrants, subpoenas, court orders, bond orders and any other documentation that requires court approval. The admin users can create the fields for each warrant type, assign permissions to users and CloudGavel will render the warrant for data entry when a user creates a new warrant. Users are assigned to a warrant by user role and group. There is also an option to make the warrant confidential or assign the warrant to a specific person within the authorized list of users. Users can upload PDF files/documents to each warrant. The administrator can do the following when setting up a new warrant template.

- Definition of warrant types
- Configuration of content
- WYSIWYG editing of content with rich text features for bolding, formatting and color content.
- Insertion of pictures, logos and images into content.
- Scheduling of begin and end dates for use of warrant configuration for seamless administration and testing.
- Track changes to each with version control

Workflow Engine

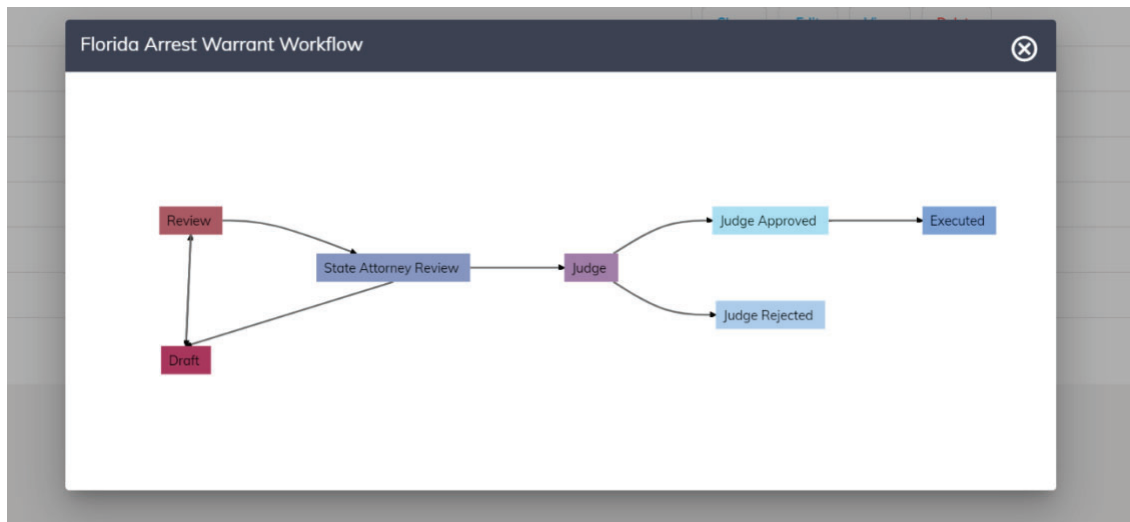
CloudGavel has industry standard workflows for supervisor approval of warrants and flow of warrants between judges and warrant affiants. All of this is out of the box with the ability to configure workflows dynamically. CloudGavel's powerful workflow engine enables the control and automation of the warrant process, documents, and electronic signing. New warrants can be added, and content adjusted at any time.

With each workflow, clients can decide what should happen, and modifying workflows is easy for any user skill. CloudGavel's default workflows can be used as is or configured for your specific needs. Workflows can be defined by roles, business processes or schedule. Users are alerted to pending tasks by the notification systems and the dashboard. Configuration is at your fingertips.

- Create simple or multistage workflows
- Delegate approvals in your absence
- Perform complex validation of data before processing.
- Generate notifications via email, SMS and in-app pop-ups
- Push or fetch data from other systems
- Trigger secondary or parallel workflows automatically
- Track workflow history

- Audit log of data changes

The graphic below depicts WYSIWYG workflow engine designer



The solution allows printing of warrants and Protection order information as PDF documents. See printing discussion above under warrant entry and update.

The solution provides an electronic PDF document that is searchable and describes each screen. In addition, each screen has a help link.

CloudGavel Platform has an audit trail that tracks who edited a warrant with the date and time. As the document moves through the workflow engine, comments/notes and other data can be added to the warrant.

CloudGavel Platform has a robust search engine. The user can query data by a variety of information such as warrant number, SSN, agency, etc. During the discovery phase we will collect all the search fields needed and add them to the search screen as filter elements.

CloudGavel Platform will allow users to note and make comments on a warrant. If the user wants to make changes that another user created, the user either adds a note or comment transaction or clones the warrant and makes updates under their user account. This allows the original document content to remain intact. Review or judge can reject and comment on the change needed.

Warrant Service Module

Warrant Entry (Option 1) – CloudGavel Electronic Warrant (eWarrant) application
 The CloudGavel Electronic Warrant Module allows for officers and courts to fill out warrant applications, court orders and subpoenas in the online document processing application. For example, if an officer needs to get an arrest warrant for a suspect determined during the course of an investigation, that officer will begin this process in the eWarrant Approval Module.

First, the officer will fill out the affidavit and application for the warrant. In this affidavit, the LEO will include all relevant information concerning the suspect, the elements of the crime and the probable cause narrative. Once this application and affidavit is completed, the LEO will then send the document to the next step in the process. This may include review of the application / affidavit by a supervisor or a prosecuting attorney.

Next, the application / affidavit is sent to the “on duty” judge to be reviewed and, if approved, signed by the judge. During this step, the judge may also set up the amount of bond and any conditions for bond for the associated warrant. The judge’s signature is added electronically, and the warrant is sent back to the requesting officer and the Warrants Division of the DuPage County Sheriff’s Office.

The Warrants Division user is then notified that a warrant has been submitted. They then open the submission and review the information that was provided in the application. This information is limited to the suspect and the elements of the charges from the warrant; the information from the probable cause narrative is not available to the Warrants Division users. Once the Warrants Division user verifies the information provided on the warrant, the warrant is then confirmed and entered into the CloudGavel Warrant Service Module and LEADS.

Note that any document that needs to be processed by the Law Enforcement Agencies, prosecuting attorneys or the courts can be created, distributed, and signed within the CloudGavel eWarrant Module. This can include Arrest Warrants, Bench Warrants, Search Warrants, Subpoenas, Court Orders and any other document type.

Warrant Entry (Option 2) – Manual entry into the CloudGavel Warrant Service Module
This option follows more closely the existing warrant entry method. The application and affidavit are created manually by the officer and printed out. The printed copy is carried to the on-duty judge to be signed by hand. The officer then carries the signed warrant to the Warrants Division at the Sheriff’s Office where it will be manually entered in the Warrant Service Module and CLETS.

Once the Warrants Division receives the paper copy of the warrant, the user then enters the suspect information, related charges, and bond information into the Warrant Service Module. (This is the same information that would be imported from the CloudGavel Warrant Module.)

Warrant Entry (Option 3) - Warrants can be auto-entered through an integration between CloudGavel and a third-party records management system operated by the Courts, Clerks, etc...

Warrant Assignment

Both entry methods will allow the warrants division user to select the “Originating” agency (required), the “Agency Assignment” (optional). If the user selects the Agency Assignment, they can also pick a user OR user group to which the warrant would be

assigned for execution. If no agency is selected at the time of warrant entry, the warrant division users at the Sheriff's Office would need to select that agency later. If an Agency is selected, but no user or user group is selected, the warrant division user OR an agency administrator at the assigned agency could select the user or user group assigned to the warrant for execution.

Submission To LEADS/NCIC

After the warrant entry / import process has been completed, the Warrant Division user will be prompted to submit the warrant information to LEADS/NCIC. Upon confirmation, the warrant information will then be submitted to the State Switch and sent to NCIC and LEADS.

Warrant updates made through the Warrant Service Module can also be confirmed and pushed to NCIC/LEADS. This will include status changes, charge/bond changes and suspect information/details updates. After the change is made by authorized personnel, the user will be prompted to update the NCIC/LEADS entry through the Warrant Service Module.

Warrant Service/Due Diligence

Once entered, the assigned agency will be responsible for maintaining, updating, and correcting the warrant in the Service Module. Specific users, including users responsible for the administration and execution of the warrant, will have access to the warrant for administrative purposes. These two roles can be, but do not have to be, assigned to the same user. (i.e. – the release to agency may have a “warrants division” user assigned to administer the warrant and a separate officer assigned to execute the warrant.) Each of these roles and what they can do will be based on role-based permissions. These functions include, but are not limited to, the following items:

- Update suspect name, suspect demographic information, suspect identifiers (SSN, FBI, LEADS, etc.),
- Suspect location information including current, last known, and suspected addresses and, if incarcerated, that the suspect is incarcerated and the location of incarceration
- Charging and bond information
- Updating State and status (Active, On Hold, Outstanding, Served, Recalled, Error) and the states relative status
- Adding, editing, or updating warrant service notes, including reports on Due Diligence
- Assigning the warrant to a specific user or user group to be served
- Print, download to PDF or email the warrant abstract
- Print, download to PDF or email the warrant information sheet
- Print, download to PDF or email the warrant service history, including due diligence
- Run on demand or schedule agency level reports. These reports may be printed, downloaded as PDF or emailed to other users inside the system.

Warrant Information Access

After the execution or recall of the warrant, the assigned agency or the warrant division of the Sheriff's Office can update the warrant status to reflect this change. Once moved to the status of served, recalled or error and placed in inactive status, only users with the specifically assigned permission would be able to move the warrant from these stages/statuses back to "active."

At any point during the warrant service process, all authorized parties can access the warrant information in a "view only." This may include the Courts, the Clerk of Court's office, county prosecutors and approved Law Enforcement Agencies.

Warrant Service Module Screen Shots and Text

Warrant Number	Stage	Case Number	Suspect Name	SSN Number	Severity	Released To Agency	M Actions
2023-CDSD-001541	ABSTRACTED	BK09098877	Harleen Quinzel	678-90-1234	Felony		Cc ⋮
2023-CDSD-001525	WITHDRAWN	BK09098877	Loki Laufeyson	456-78-9012			Cc ⋮
2024-CDSD-001627	PENDING	BK09098877	Harleen Quinzel	678-90-1234			Cc ⋮
2024-CDSD-001628	EXECUTED	BK09098877	Jonny Blaze	678-90-1234			Cc ⋮
RJ01787	ACTIVE	5553	Brian William Kirbs	123-45-6789	Misdemeanor		Cc ⋮
2023-CDSD-001575	ACTIVE	2023-CDSD-00112233	Pamela Lilliam Isley	678-90-1234	Felony	California Demo Sheriff	Cc ⋮
2023_LASD_123456	EXECUTED	BK00998877	JOHNNY WILLIMA BLAZE	987-65-4321	Felony	California Demo Sheriff	Cc ⋮
2023-CDSD-001531	RECALLED	BK00998877	Harvey Dent	901-23-4567	Felony	California Demo Sheriff	Cc ⋮

Warrant Service Module – Search Results Grid

- Results can be sorted by clicking in the header of each column. This will alternate between ascending and descending order.
- Results can be filtered by adding a value in the column filter (beside the magnifying glass).
- Results can also be filtered by adding a value to the Global Search at the top.
- Once the correct warrant is located, that entry can be viewed by clicking the "action button" in the far-right column and selecting view. Other actions can be added to the main page as needed.

← California Demo Region / Arrest Warrant - CA / 2023-CDSO-001575 / 2023-CDSD-00112233					
Warrant Info Warrant Service Notes Attachment Audit Log					
Global Search			Due Diligence		
<input type="checkbox"/>	Entry Details	Actor Name	Created Date ↓	Entry Type	Actions
<input type="checkbox"/>	RESON FOR RETURN TO ACTIVE WARRANT WAS ACTIVATED BY JUDGE	California Detective	04/19/2024 10:25 AM	Due Diligence	
<input type="checkbox"/>	DATE RETURNED TO ACTIVE 04/19/2024	California Detective	04/19/2024 10:25 AM	Due Diligence	
<input type="checkbox"/>	WARRANT STAGE HAS BEEN UPDATED FROM EXECUTED TO ACTIVE	California Detective	04/19/2024 10:25 AM	Due Diligence	
<input type="checkbox"/>	Warrant has been assigned to California Demo Police Department	California Warrants	04/19/2024 10:23 AM	Warrant Note	
<input type="checkbox"/>	Warrant has been assigned to California Warrants in Agency- California Demo Sheriff	California Detective	04/19/2024 10:22 AM	Warrant Note	
<input type="checkbox"/>	Warrant has been assigned to California Demo Sheriff	California Detective	04/19/2024 10:21 AM	Warrant Note	
<input type="checkbox"/>	Warrant has been assigned to California Demo Sheriff	California Detective	04/19/2024 06:54 AM	Warrant Note	
<input type="checkbox"/>	EXECUTION NOTES Test	CaseyCA Detective	01/23/2024 08:48 AM	Due Diligence	
<input type="checkbox"/>	DATE OF EXECUTION 01/23/2024	CaseyCA Detective	01/23/2024 08:48 AM	Due Diligence	
<input type="checkbox"/>	WARRANT STAGE HAS BEEN UPDATED FROM ACTIVE TO EXECUTED	CaseyCA Detective	01/23/2024 08:48 AM	Due Diligence	
<input type="checkbox"/>	WARRANT STAGE HAS BEEN UPDATED FROM RECALLED TO ACTIVE	CaseyCA Detective	01/23/2024 08:47 AM	Due Diligence	

Warrant Service Notes / Due Diligence Log

Lists all activity and entries made for the specific warrant. Users can download a list of the entries into CSV or PDF. New warrant notes and Due Diligence activities can be added from this page. Data updates, document uploads, assignments and status/stage changes are automatically entered on this page. Entries can be sorted and filtered by utilizing the column header (to sort) and the column filters. Global search will search/filter all columns for the entered data. Actions, including viewing and updating the entries, can be taken by clicking the button in the action column and selecting the appropriate action.

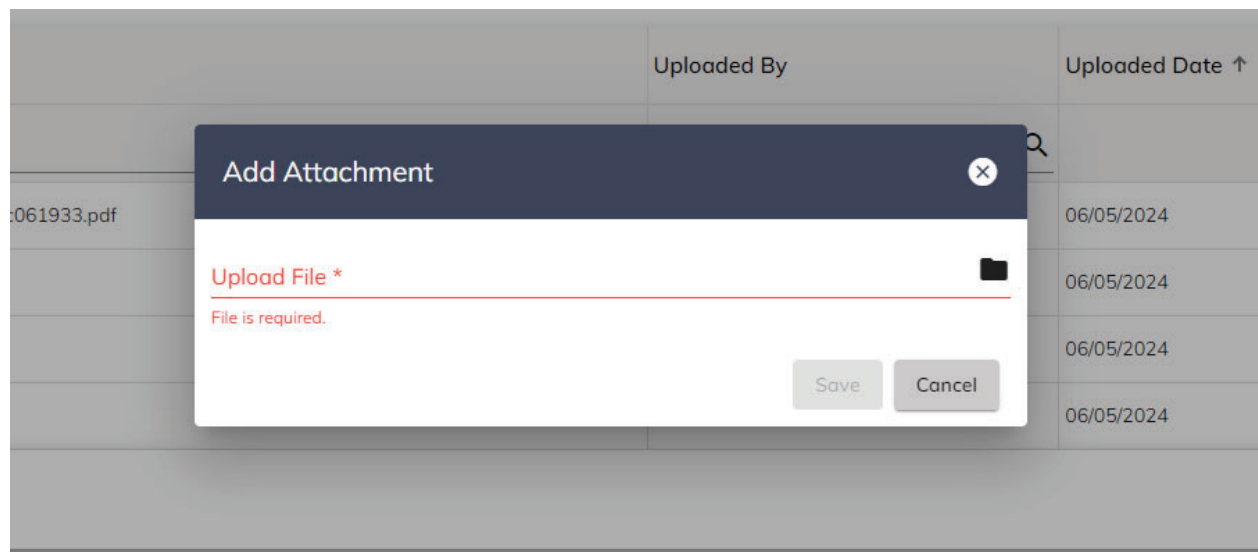
← California Demo Region / Arrest Warrant - CA / 2023-CDSO-001575 / 2023-CDSD-00112233			
Warrant Info Warrant Service Notes Attachment Audit Log			
Global Search			
File Name	Uploaded By	Uploaded Date ↑	Actions
2ee25afd-87f0-4378-921b-af24ac061933.pdf	California Detective	06/05/2024	
Booking Photos.jpg	California Detective	06/05/2024	
Order to Unseal Warrant.docx	California Detective	06/05/2024	
Order to Seal Warrant.docx	California Detective	06/05/2024	

Items per page: 50 1 - 4 of 4 |< < > >|

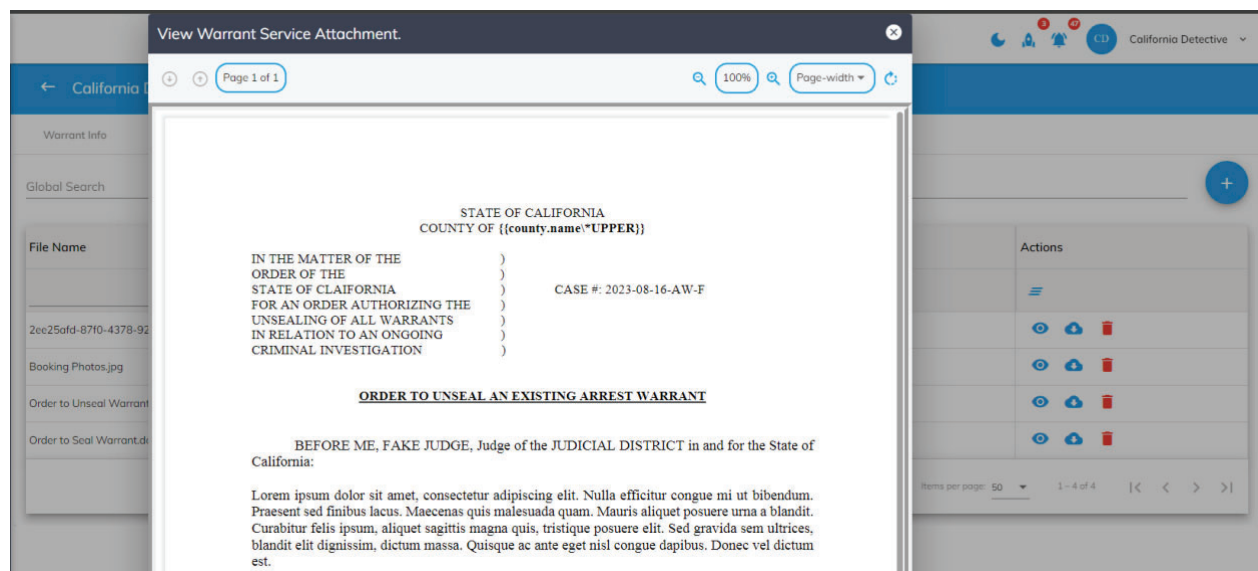
Attachment / Document View

Externally generated documents can be uploaded to and accessed from the attachment page. New documents are added by clicking the add button (top right of the grid) and uploading the document by file selection or drag/drop. Uploaded documents can be viewed in an iFrame

window by clicking the “view” icon. Uploaded documents can be downloaded to the user’s local machine by clicking the “download” icon.



File Upload Utility



Uploaded File iFrame Window View

California Demo Region / Arrest Warrant - CA / 2023-CDSO-001575 / 2023-CDSD-00112233

Warrant Info

Warrant Service Notes

Attachment

Audit Log

Global Search

Action Date ↓	Action Performer	Action	Browser / App Version	IP Address
	🔍	🔍	🔍	🔍
06/05/2024 12:13 PM	California Detective	Downloaded Attachment: Order to Unseal Warrant.docx	Chrome 125.0.0 (x64)	174.79.83.37
06/05/2024 12:12 PM	California Detective	Attachment(s) uploaded: 2ee25afd-87f0-4378-921b-af24ac061933.pdf	Chrome 125.0.0 (x64)	174.79.83.37
06/05/2024 12:12 PM	California Detective	Attachment(s) uploaded: Booking Photos.jpg	Chrome 125.0.0 (x64)	174.79.83.37
06/05/2024 12:12 PM	California Detective	Attachment(s) uploaded: Order to Unseal Warrant.docx	Chrome 125.0.0 (x64)	174.79.83.37
06/05/2024 12:11 PM	California Detective	Attachment(s) uploaded: Order to Seal Warrant.docx	Chrome 125.0.0 (x64)	174.79.83.37
04/19/2024 10:25 AM	California Detective	WARRANT STAGE HAS BEEN UPDATED FROM EXECUTED TO ACTIVE	Chrome 124.0.0 (x64)	104.9.253.223
04/19/2024 10:22 AM	California Detective	WARRANT SERVICE HAS BEEN ASSIGNED IN California Demo Sheriff	Chrome 124.0.0 (x64)	104.9.253.223
01/23/2024 08:48 AM	CaseyCA Detective	WARRANT STAGE HAS BEEN UPDATED FROM ACTIVE TO EXECUTED		
01/23/2024 08:47 AM	CaseyCA Detective	WARRANT STAGE HAS BEEN UPDATED FROM RECALLED TO ACTIVE		
01/23/2024 08:45 AM	CaseyCA Detective	WARRANT STAGE HAS BEEN UPDATED FROM ACTIVE TO RECALLED		
01/23/2024 08:25 AM	CaseyCA Detective	Warrant Updated by: CaseyCA Detective		

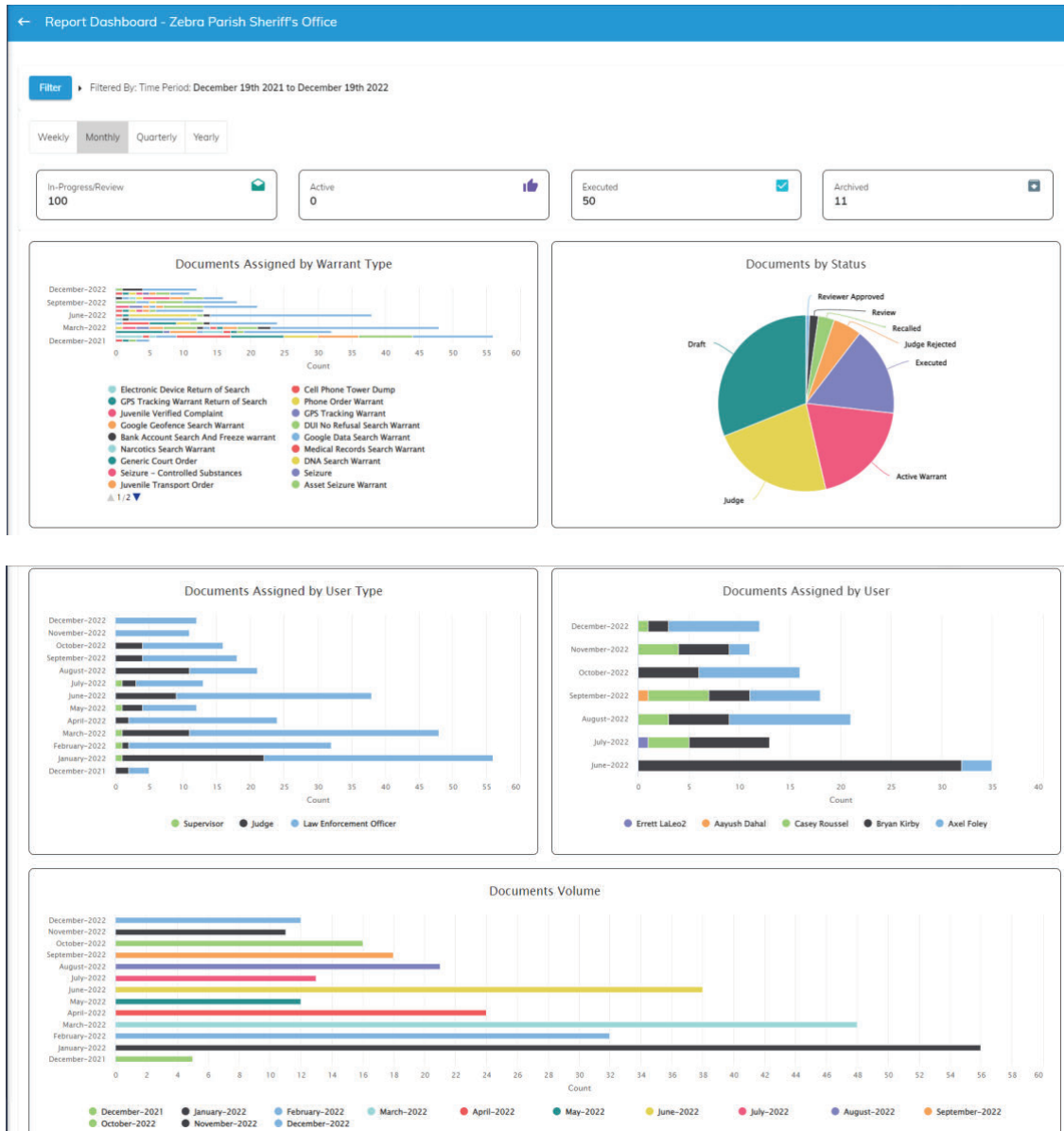
Warrant Service Audit Log

All actions taken on the warrant entry, including view, print and export, are recorded. Information from the grid can be exported to CSV or PDF.

CloudGavel Warrant Dashboard

Reporting

CloudGavel platform supports configurable dashboards and extensive reporting which are capable of being pulled for various warrant types in the Status/Stages in the system. Filters can be added to allow you to see warrants by any captured parameters. You can generate reports in graphical or in tabular format which can be exported to CSV or Excel.

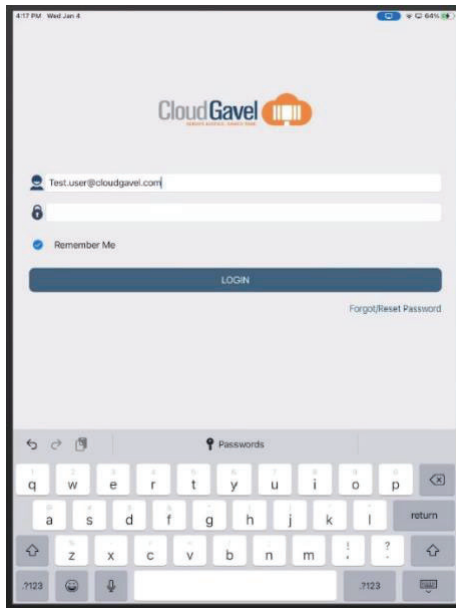


GIS

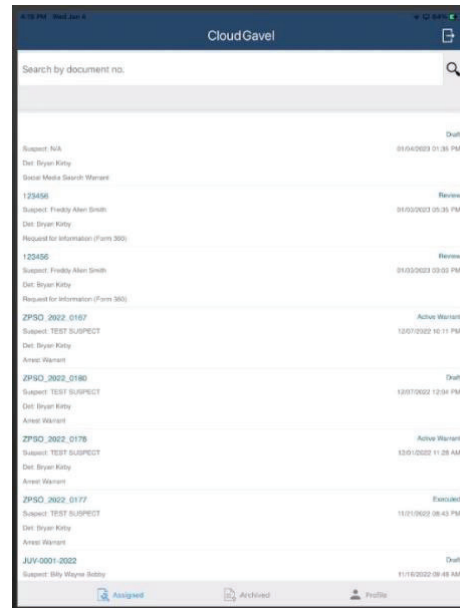
The CloudGavel Platform geographic information system uses location-based technology services to geographically show where Warrants and Protection Orders are located when they have a geographic address. This system allows for identification of hot spots of activity and optimizes the serving of warrants by allowing a user to organize activity around a geographic location. During the setup of a warrant template, the administrator identifies which addresses should be geocoded and CloudGavel automatically converts those addresses for geographic presentation on the user's dashboard.

Mobile Application

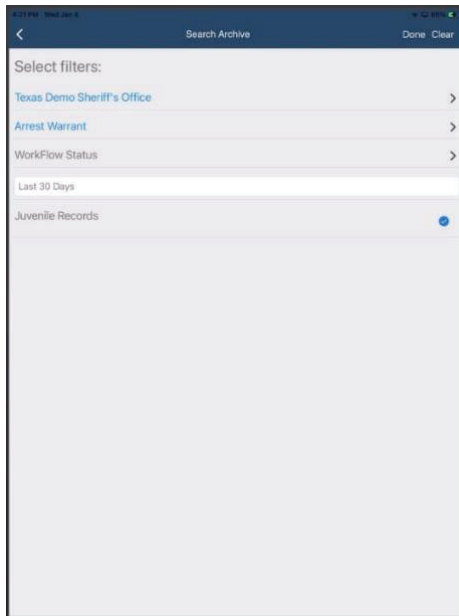
The CloudGavel Mobile application is available on iOS and Android. It allows users to search for warrants by present parameters, view warrant information / documents (as permitted), and update warrant statuses. The app also meets all LEADS and CJIS security requirements for mobile devices connecting to CJJ data, including the use of Apple FaceID and Android Biometric Authentication for Two Factor Authentication.



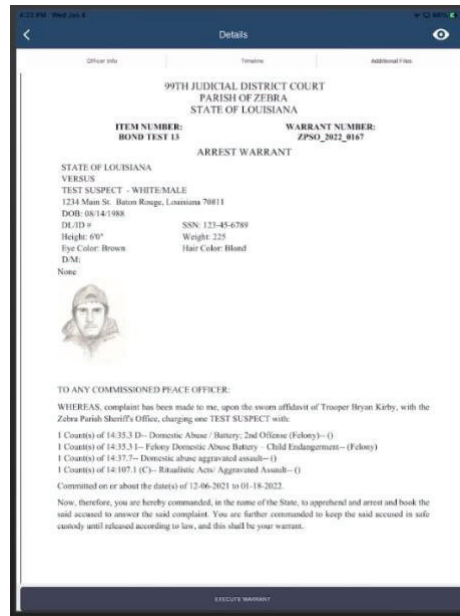
Standard log in procedures with 2FA



Assigned Warrant Pick List



Warrant Search Filters



Warrant view (if desired) with status update ability

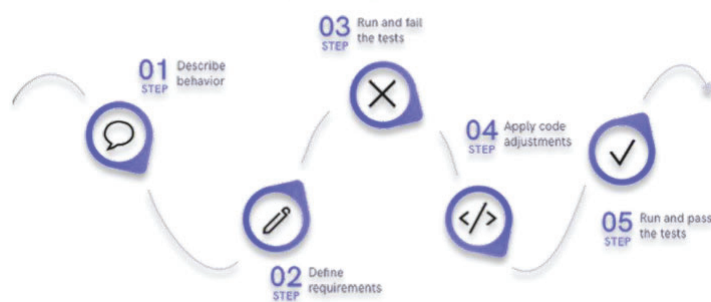
Description of Technical Architecture

CloudGavel Application Platform

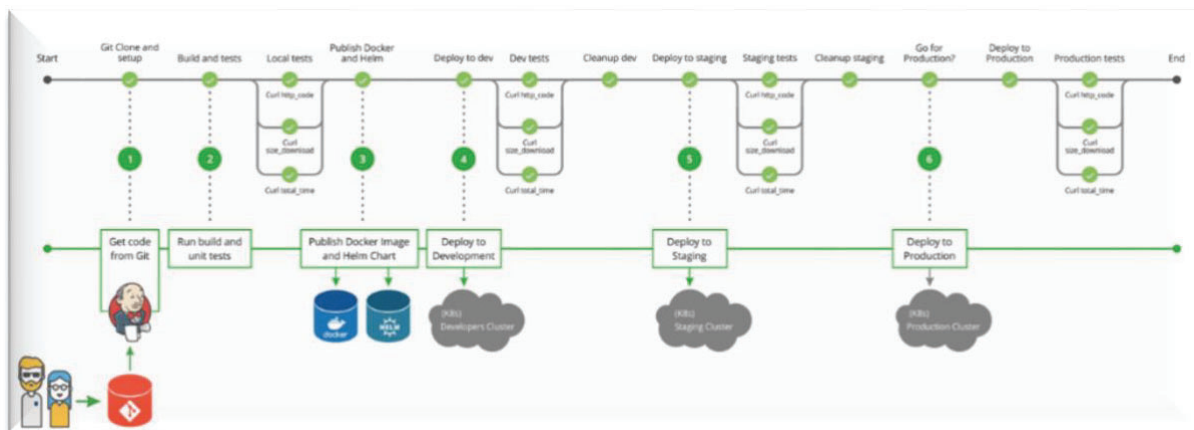
CloudGavel's API-driven decoupled layer application architecture is built on the Microsoft .net Core using a SQL server as the backend database. We currently host 250 agencies in the AWS Government cloud in a multi-tenant SAAS (Software as a Service) environment. One customer in Florida hosts the system on-premises. CloudGavel is a CJIS-compliant solution hosted in AWS GovCloud (US) using the latest Full Stack development technologies. Based on the requirement of the agency, we can support LA 's system as stand-alone database or part of multi-tenant architecture.

CloudGavel uses Agile project management methodologies running two weeks sprint for enhancements and continuous development of the platform. Our behavior-driven development (BDD) process encourages collaboration among developers, QA and non-technical or business participants in a software project.

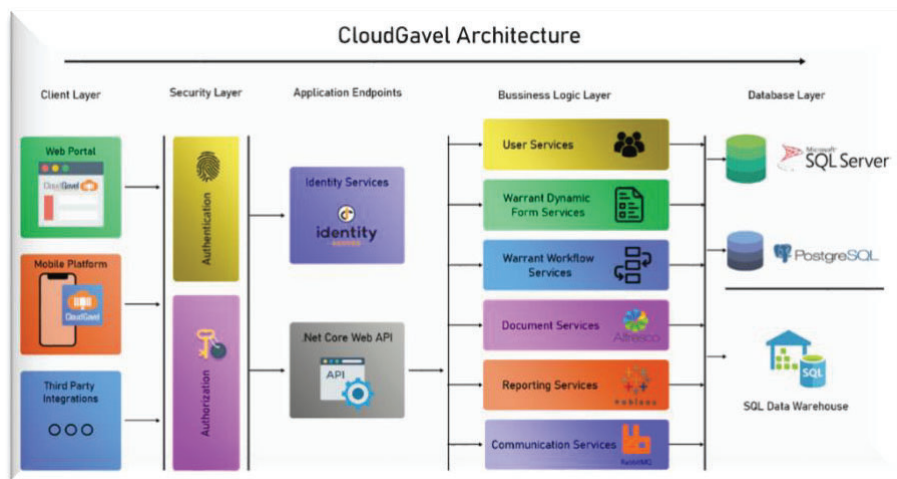
Behavior Driven Development Cycle



At the conclusion of each requirements analysis and throughout, the Scrum master will aggregate all the requirements gathered and develop a backlog of work to be performed. We will develop this in collaboration with stakeholders to ensure that the correct priority is being given to each item. Following CloudGavel's priority scoring framework, priority will be determined by assigning a score to each the urgency of the item and the value of the item. CloudGavel, as an agile software delivery group, will deliver each item iteratively through the sprint life cycle. The following steps show end-to-end SDLC of CloudGavel Platform.



CloudGavel technology stack uses the latest best-in-breed development tools to provide a robust framework for application engines.



Client Layer - CloudGavel is a 100% web-based solution accessible using all modern web browsers. CloudGavel is also available as native IOS app downloadable from an app store. Platform is using Angular as client-side script with modern responsive theme. External products like CMS, jail management system exchange data and communicate with CloudGavel platform using authorized API end points. Development stack:

- Angular
- HTML 5
- IOS
- Material UI

Security Layer - The CloudGavel Platform is fully compliant with all aspects of the CJIS Security Policy that are applicable to the services we propose to provide the State. Deployed on Amazon Web Services (AWS), the CloudGavel Platform benefits from the industrial- strength AWS security infrastructure. CloudGavel platform uses Amazon Web Services (AWS) utilities and tools to encrypt their criminal justice data in AWS GovCloud (US) employing FIPS 140-2 validated encryption in-transit services and FIPS-197 compliant encryption for data at-rest. Please refer to application security document for detailed security layers architecture of CloudGavel Platform. Development stack:

- AWS WAF
- Identity Server
- Two-factor authentication
- OWASP top 10 vulnerability management & penetration testing

Application Endpoint – Application endpoints are the bridge establishing secure & authenticated connections between business logic and user layers. The user (resource owner) initiates an authentication request with the identity server. If the credentials are valid and everything checks

out the authorization server obtains end-user consent and grants the client application an access token. System generate signed JWT token once the user authentication is verified. The token contains user identity and authorization details of the user. Every communication endpoint requires a JWT token to be sent with HTTPS call.

Development stack

JWT authorization token

Business Logic Layer - The business logic layer is the core of CloudGavel Application platform. In the logic layer, classes decide what information they need to solve their assigned problems, request data from the data layer, manipulate that information as required, and return the ultimate results to the presentation layer for formatting. Platform has further divided the layer into following smaller group for easy of management and classification.

- User Services: Users role and permission management services
- Dynamic form services: Engine to create dynamic data capture forms based on JSON configuration.
- Workflow services: Engine to configure document approval workflow with multiple business rules and stages transition
- Document services: Document storage and retrieval
- Reporting services: Customizable reports and dashboards. Analytical visualization tools
- Communication services: Message queuing, email and SMS notification

Database Layer - CloudGavel platform uses RDS SQL Server with Multi-AZ configuration.

API Platform - Real Time Data Exchange using CloudGavel

CloudGavel's de-coupled application architecture offers a flexible data management and exchange solution using JSON-based Restful API framework.

For the Law enforcement domain that needs strong and seamless integration, pulling a constant stream of data from one or more sources is critical. CloudGavel set of APIs is designed to decrease development time, save storage space on endpoint devices, and overcome any differences in the standards or programming languages used to create the data that lives at either end of the bridge.

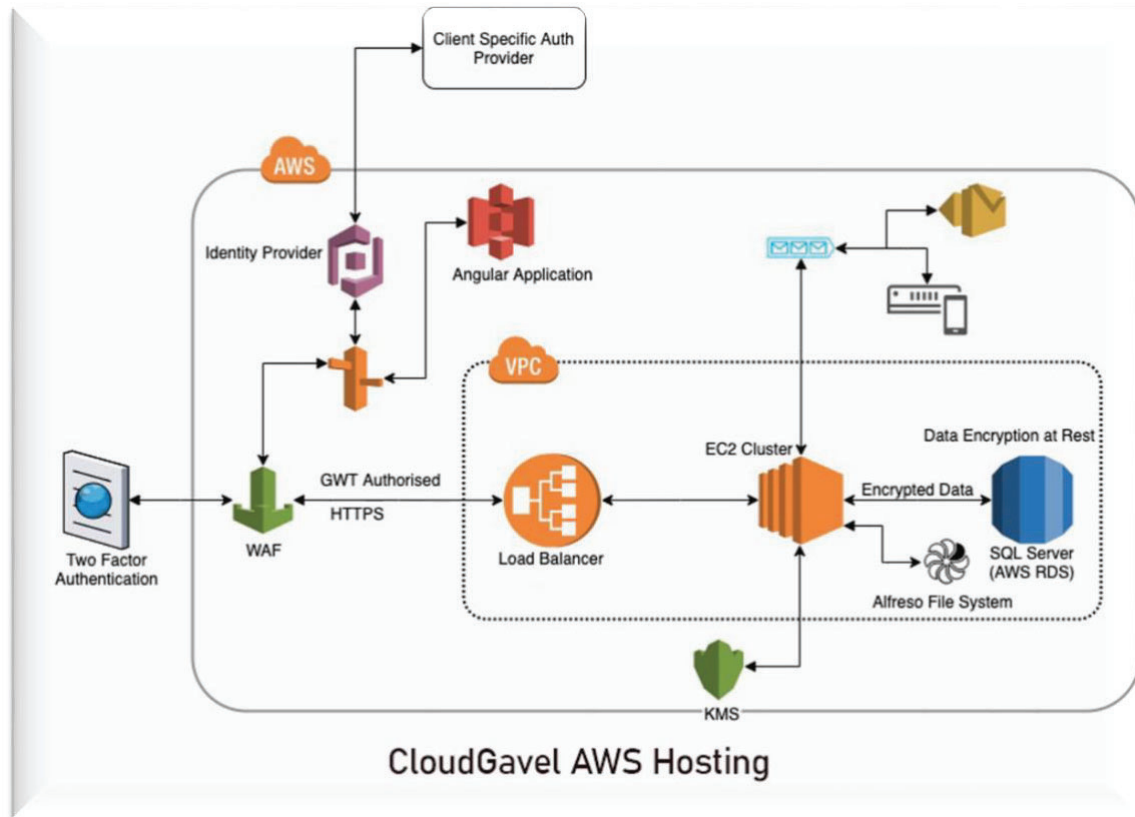
The CloudGavel data tier provides the logical storage location and processing for all database related information and file type media. CloudGavel utilizes a redundant, cloud-based relational database architecture to house client data in federated databases, ensuring maximum data integrity and performance when exchanging data with the business logic tier. File type media management is also controlled by the data tier and stores data on redundant, high availability cloud storage platform.

CloudGavel Platform makes several API endpoints available for County integration who wish to interact and integrate with the data within the platform.

CloudGavel Hosting & Network Diagram

CloudGavel Platform uses AWS to manage and secure their applications, data, and other CJIS resources in the AWS GovCloud (US). AWS GovCloud (US) Regions consist of US data centers hosting services authorized to FedRamp High, managed by US citizens, and offering the FIPS validated endpoints necessary to build CJIS-compliant solutions.

One critical control is the use of independently tested and validated encryption to protect sensitive information both in-transit and at-rest, regardless of physical location. Another critical control involves limiting access to individuals that hold or manage encryption keys, allowing CloudGavel to define and limit the universe of users with logical access to CJJ.



AWS empowers CloudGavel Platform to encrypt their criminal justice data in AWS GovCloud (US) employing FIPS 140-2 validated encryption in-transit services and FIPS-197 compliant encryption for data at-rest.

Authentication

Support for 2-Factor Authentication

Support for Azure activity directory and OKTA authentication software

Application Security:

- Core components of the application architecture are secured within a private VPC
- All requests to the application are governed by WAF (Web Application Firewall)
- All the API requests are made over HTTPS

- All the keys are managed in Key Management System (KMS) with restricted access

Data Security

In compliance with CJIS standards, all critical data is encrypted in rest and in motion

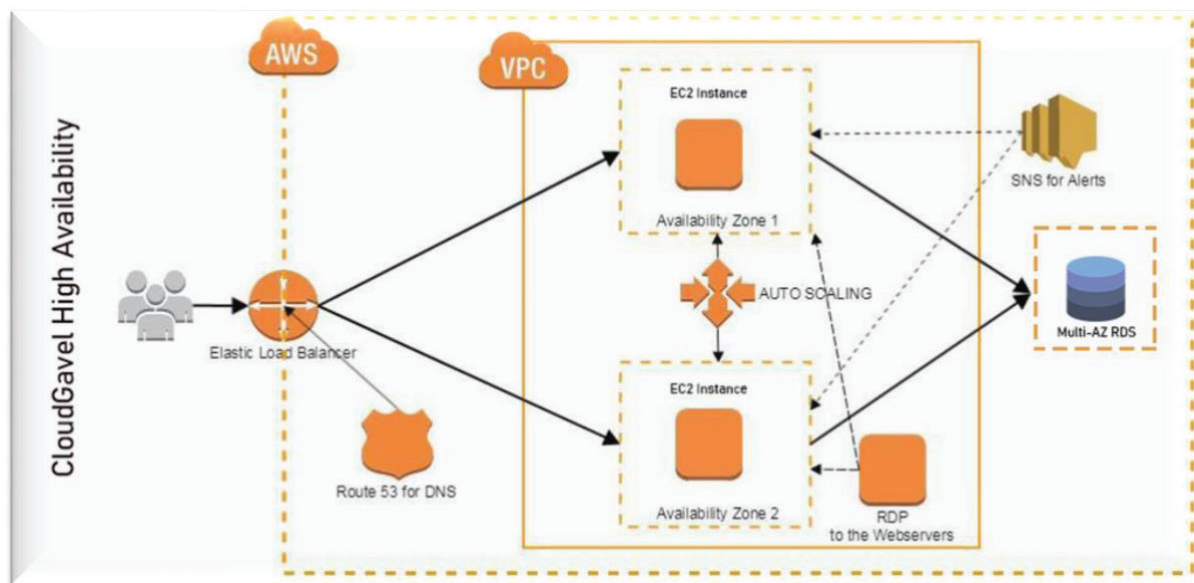
Scalability

Application is hosted on an EC2 cluster front ended by Application load balancer for seamless scalability

Monitoring & Alert

Set Up CloudWatch for application monitoring and Alerting

The graphic below depicts CloudGavel high availability structure

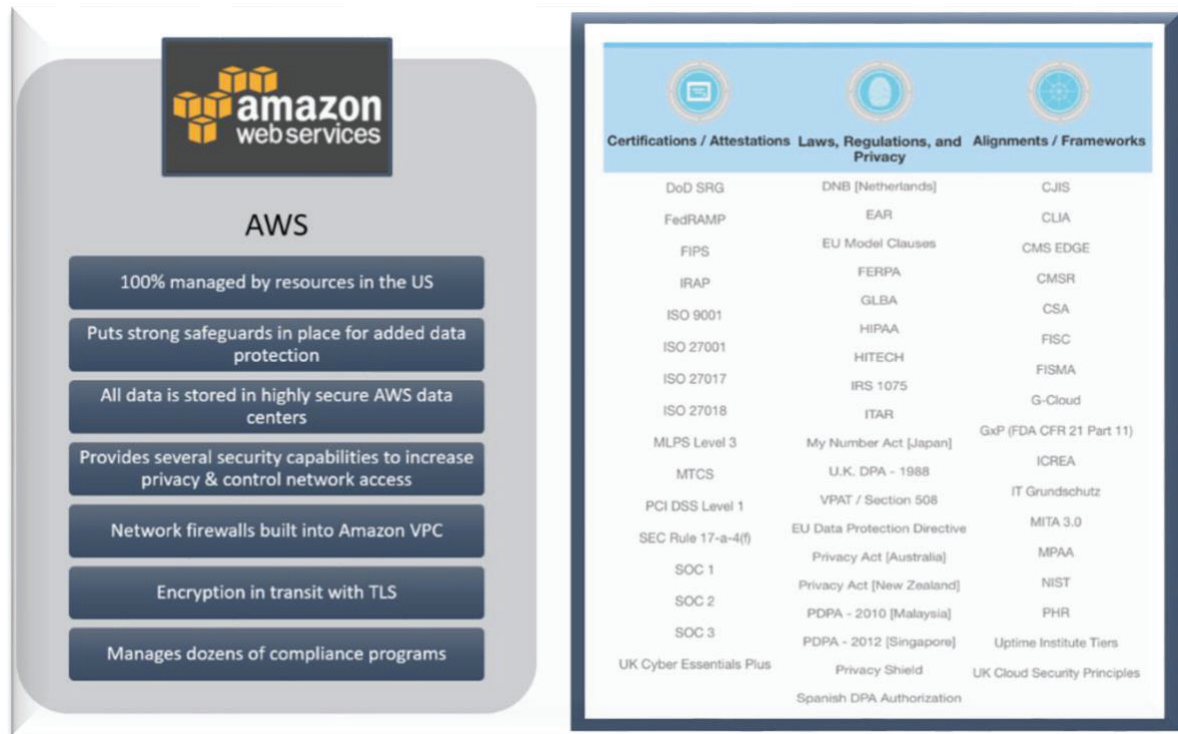


CloudGavel Application Security

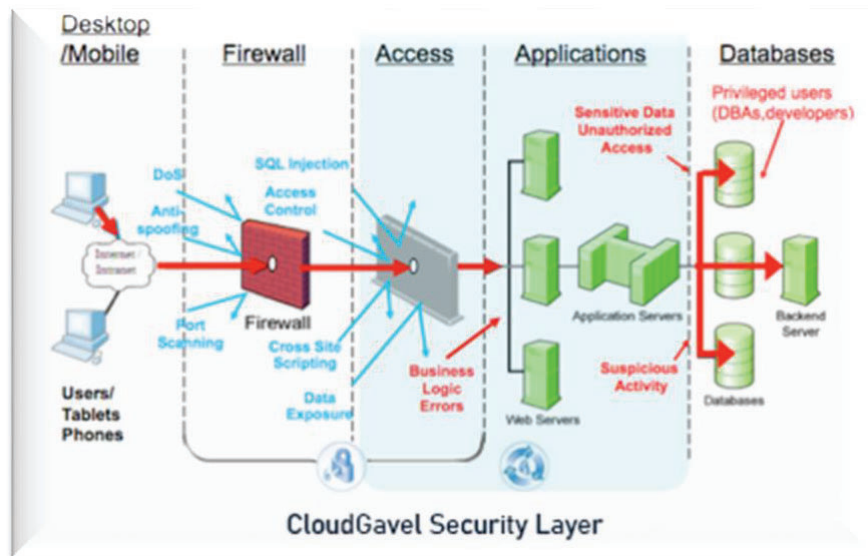
CloudGavel Platform is fully compliant with all aspects of the CJIS Security Policy that are applicable to the services we propose to provide the State.

Deployed on AWS the CloudGavel Platform benefits from the industrial- strength AWS security infrastructure. CloudGavel platform uses AWS utilities and tools to encrypt their criminal justice data in AWS GovCloud (US) employing FIPS 140-2 validated encryption in-transit services and FIPS-197 compliant encryption for data at-rest.

Platform addresses all stated DAS/ODPS security requirements including logging, data center security, encryption, antivirus, network security, access and identity management and data handling.



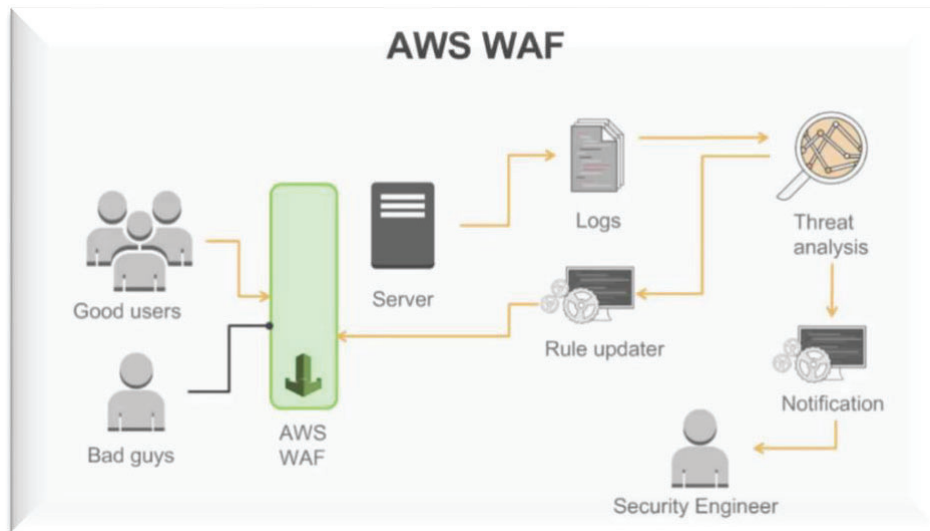
CloudGavel platform has implemented layered security structure for robust and configurable security needs as per modern cloud platform.



We also use AWS WAF for application-level firewall to detect common web exploits that may affect availability, compromise security, or consume excessive resources.

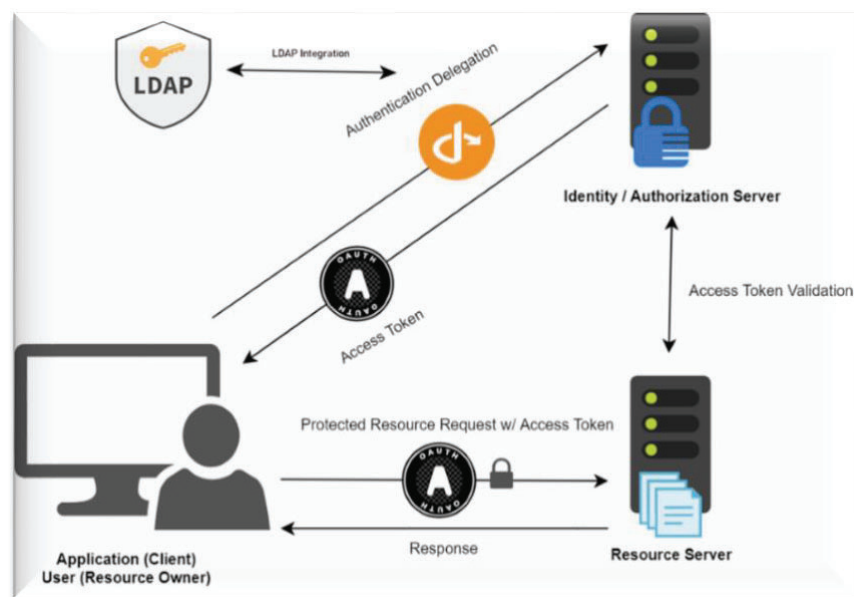
All data communication over the internet is secured via Transport Layer Security protocol (TLS) using HTTPS. Security certificate is created using 2048 bits key for the highest possible encryption.

CloudGavel Platform uses AWS WAF in conjunction with CloudWatch for application-level firewall. WAF monitors HTTP and HTTPS requests for Application Load balancer to secure and protect our traffic against DDoS or malicious attack.



CloudGavel Platform uses 2-factor authentications with *an option for single sign on integration using Azure active directory or OKTA authentication software.*

The following is a diagram showing the process flow for authentication and authorization for the CloudGavel SSO architecture:



The user (resource owner) initiates an authentication request with the identity server.

If the credentials are valid and everything checks out, the authorization server obtains end-user consent and grants the client application an access token.

The access token is attached to subsequent requests made to the protected resource server. The authorization server validates the access token; if successful the request for protected resources is granted, and a response sent back to the client application.

CloudGavel incorporates OWASP (Open Web Application Security Project) top 10 security prevention and detection steps in their SDLC. Third party tool Qualys is continuously used for penetration testing during development and in production.



CloudGavel Platform adheres to the following best practices for the database security:

The database layer is configured to run in private VPC and only accessible by web server over secure TCP protocol.

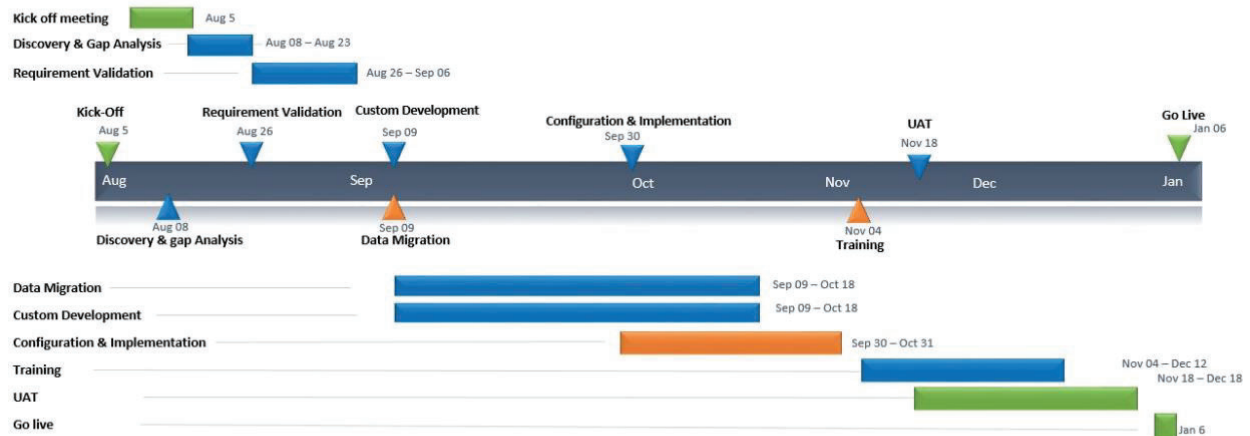
- We encrypt both live and backup database files
- We continually Audit and monitor database activity

CloudGavel follows CJIS policy listing our disaster recovery and backup plan.

Project Timeline Estimate

<u>Steps</u>	<u>Start Date</u>	<u>End Date</u>
Kick Off	08/05/2024	-----
Discovery & Gap Analysis	08/07/2024	08/23/2024
Requirement Validation	08/26/2024	09/06/2024
Data Migration	09/09/2024	10/18/2024
Custom Development	09/09/2024	10/18/2024
Configuration & Implementation	09/30/2024	10/31/2024
Training	11/04/2024	12/06/2024
UAT	11/18/2024	12/16/2024
Go Live	01/06/2025	-----

The DuPage County Sheriff's Office Warrant Management Software Implementation Plan August 5th 2024 – Jan 6th 2025



Product Support & Maintenance

CloudGavel will develop a training plan working in conjunction with the County and provide as part of the initial deliverable. The training methodology on this project will consist of the train-the-trainer concept. We will develop course material and conduct training for administrators and helpdesk at the state level. We will conduct training of the administrator and super users for agencies. Each of these trained trainers will be responsible for training users under their respective domains.

Training Plan

The Training Plan Methodology will address, at a minimum, the following topics:

Training goals/standards and the specific plan for training technical personnel and end users.

Strategy for providing training early in the project to allow the training goals to be implemented throughout the project life cycle.

Tasks, deliverables and resources necessary to complete the training effort and identify tools and documentation necessary to support proposed effort.

The different types of training, the specific courses and course materials, the training approach for both technical personnel and end users, and how training effectiveness shall be measured and addressed.

A description of deliverables to support initial and ongoing training including user manuals, system manuals, on-line help, and training materials for technical/non-technical personnel.

Knowledge Transfer to enable State personnel to operate, maintain, configure and modify the new systems including operation of the testing tools, supporting infrastructure, and security.

Metrics for tracking progress in achieving training and knowledge transfer objectives.

Reporting progress of training and knowledge transfer activities.

Strategy to minimize impact to business operations during transition to new system.

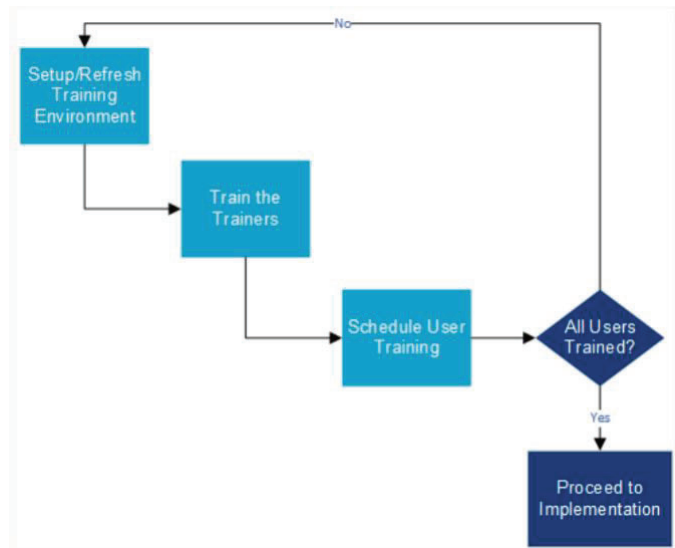
- Deliverables and Training Courses to be Addressed in Training Plan
- Knowledge Transfer for User Support
- System Administration and Configuration
- Server hosting, backup and DR plan
- In depth training for each module of the CloudGavel product

Training Environment

All training will occur on the latest build of the software in the Training cloud environment setup on AWS. The appropriate data will be staged to make the training meaningful. A separate database server will be set up for training purposes. Before each training session, the training database will be reloaded with the latest release from the data migration process, and the server will be loaded with the latest test version of the CloudGavel application.

Training will be a combination of webcast, in-person and online self-serve videos. For smaller groups and for judiciary training will be via a webcast. For train the trainer and key technical resources we will provide onsite training over a 4-hour period that covers 2 shifts of workers. We will have five sessions of train the trainer training which will be defined the training program submitted to the County during initial planning phase. We will work with County local IT and training resources responsible for setting up any local equipment for training. Team CloudGavel will not

provide training equipment other than a laptop and projector for the trainer. The graphic on the right depicts the methodology for training process flow



Develop and Provide Training Materials

CloudGavel will develop the training material required to train County staff, users, technical and operational teams. A plan for the various training material will be submitted to the County for review and approval. After the plan is approved, training material will be created and submitted to the County for final approval. Training materials will be available in online help, and in PDF format. We will provide all source files to the County in Microsoft Word format or other native file formats. This training material will cover the system's operation from a user standpoint and the configuration and maintenance components of the system for continued system administration. Team CloudGavel has developed a custom documentation program consisting of the following deliverables:

- Training Materials
- Plan for Development of Training Materials
- System Administration and Configuration
- User Training materials for Judges, Clerks, and Law Enforcement

Support

The proposed solution for DuPage County would include two tiers of support.

County Application Administrators and Local Agency Administrators would handle Tier One support. CloudGavel currently has several user types that would allow local HR or IT support personnel to handle these functions from the County or Local level without having access to any CJI. These functions would include, but are not limited to:

- User account creation
- User account deactivation
- User password reset (in addition to self-service password reset functions)
- FAQ on common workflow and process issues
- Updates for system configuration at the Application Administrator level

Tier One support should be available at a local telephone number, by email and by an integrated support portal inside the system. This contact information will be available inside the application on the primary login page and in a “support” link.

Tier Two support would be handled by the CloudGavel Support Specialist team. Members of this team would be readily available for contact during normal business hours and on an “on call” basis any time after normal business hours, weekends and holidays. Team members that are available “on call” are fully trained in the Warrant Service Module and will be able to assist with any questions at any time.

Tier Two support should be contacted by local support personnel if any issues need to escalate beyond Tier One support. Tier Two support can also be contacted directly by County or Local agencies if needed or if Tier One support is not available. Contact information for Tier Two support will be made readily available to Tier One support personnel as well as provided directly to the Application and Agency administrators.

CloudGavel also currently has a support portal managed in the Fresh Desk CSM application. This application runs outside of CloudGavel and is used to maintain a library of FAQs, contact information and training materials. This portal would be utilized as deemed appropriate by DuPage County for the Warrant Service Module. Fresh Desk also allows CloudGavel to manage support requests with a ticketing system and can be used in collaboration with DuPage County Sheriff support personnel.

Corporate Information & References

PROPOSED STAFF
Business Relationship Management <p>The Business Relationship Team comprises Casey Roussel as the CloudGavel Engagement Manager. Casey will be CloudGavel's senior leadership responsible for the overall success of the project and execution of the contract. He will serve as the escalation point for the County's Project Team in anything related to the delivery team, contract, and client satisfaction.</p>
Project Management <p>Bryan Kirby, Project Manager Bryan is the Project's Key Resource and serves as Project Manager to ensure the project is managed and executed through the initiate, plan, execute, monitor, and close phases. Bryan has worked on projects with multiple law enforcement agencies in the public safety and justice area for over 9 years.</p>
Technical Team <p>The Technical Team is responsible for gathering interface requirements, developing interfaces to the ISD external systems, and performing additional product enhancements to meet the County's business requirements.</p> <p>The Technical Team is led by Sunil Shahi, Solution Architect. Sunil will provide technical support to the project team, including network and server infrastructure. Sunil has over 10 years of experience as a product engineer and has played an integral role in 100+ CloudGavel implementations over the past few years.</p> <p>Aayush Dahal, Interface Lead. Aayush will be responsible for the design of the CloudGavel solution through an understanding of the client's business needs and requirements. Aayush drives the company's product vision and roadmap to support the organization's business strategy. Aayush, has over 6 years of related work experience.</p> <p>Robert Jones, Data Conversion Lead: Robert will perform all database administration and engineering tasks consistent with the requirements, designs, test cases, and project standards. Robert has over 10 years of experience as a Database (DB) Administrator and has performed numerous data conversions for projects similar in size and scope to the proposed project.</p> <p>Suman Sahu, Business Analyst: Suman will provide analyst services to the team during the Requirements, Data Conversion, and Testing phases. Business Analyst. Suman has extensive knowledge of requirements elicitation, documentation, traceability, testing, and client training. His experience with System Functional Testing, User Acceptance Testing, and Regression Testing contributes to his ability to develop quality testable requirements and business rules. He has experience through the entire Software Development Lifecycle, which gives him the macro lens to identify areas for continuous improvement on projects. Suman has an Entry Certificate in Business Analysis (ECBA) from the International Institute of Business Analysis.</p>

References

SIMILAR CONTRACTS/RFPS PERFORMED: List below contracts under which the Proposer has provided similar services during the past three (3) years from the release date of this RFP. At least three (3) references are required. It is the prospective proposer's responsibility to inform the reference contact person that we will be contacting them.

Proposer's technical and support capabilities will be verified through reference checking, which may include site visits and contact with other clients or vendors.

REFERENCE NAME #1: 6th Judicial Circuit, Florida (Pinellas/Pasco County)

ADDRESS:

400 South Fort Harrison Ave., Clearwater, Florida 33756

CONTACT PERSON:

Adam Ross

Executive Director - Florida State Attorney's Office

Sixth Judicial Circuit of Florida

PHONE NUMBER: 727-464-6228. EMAIL: adamross@flsa6.gov

DATE OF CONTRACT: January 1, 2022, through perpetual

DESCRIBE PROJECT/SERVICES

Our CloudGavel Solution is deployed throughout the entire 6th Judicial Circuit. This includes all Sheriff's Office, all municipal police departments, and all state agencies. Agencies use CloudGa generate, process, and track criminal warrants through the entire warrant life cycle.

REFERENCE NAME #2: Palm Beach County Sheriff's Department, Florida

ADDRESS:

3228 Gun Club Road, West Palm Beach, Florida 33406

CONTACT PERSON:

Trina Hayes

Division Manager – IT Program Management

Palm Beach County Sheriff's Office

PHONE NUMBER: 561-688-3511 EMAIL: HayesT@pbso.org

DATE OF CONTRACT: Sept. 2016 through perpetual

DESCRIBE PROJECT/SERVICES:

Our CloudGavel Solution is deployed throughout the entire County of Palm Beach Florida. This includes all Courts, the Sheriff's Office, all municipal police departments, and all state

agencies. Agencies use CloudGavel to generate, process, and track criminal warrants through the entire warrant life cycle.

REFERENCE NAME #3: Las Vegas Justice Court

ADDRESS: 200 Lewis Ave, Las Vegas, Nevada 89155

CONTACT PERSON:

Judge Cynthia Cruz
Chief Judge
Las Vegas Justice Court

PHONE NUMBER: 702-671-3381 EMAIL: Cynthia.Cruz@clarkcountynv.gov

DATE OF CONTRACT: November 2021 through perpetual

DESCRIBE PROJECT/SERVICES:

Our CloudGavel Solution is deployed throughout the entire State of Nevada. This includes all Courts, Law Enforcement Agencies, and the Nevada Highway Patrol. Agencies use CloudGavel to generate, process, and track DUI warrants through the entire warrant life cycle.

SECTION 9 - PROPOSAL FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	CloudGavel LLC
Main Business Address	4305 Bluebonnet Blvd.
City, State, Zip Code	Baton Rouge, LA 70809
Telephone Number	866-297-5155
Fax Number	
Proposal Contact Person	Casey Roussel - President/CCO
Email Address	casey.roussel@fusionstak.com

The undersigned certifies that he is:

☐

the Owner/Sole
Proprietor

☐

a Member of the
Partnership

☒

an Officer of the
Corporation

☐

a Member of the
Joint Venture

herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:

Pratyush Kumar

(CEO)

Casey Roussel

(President / CCO)

Devika Singh

(Secretary / Treasurer)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal 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 Manager, DuPage Center, 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. 1, _____, and _____ issued thereto;

Further, the undersigned proposes and agrees, if this Proposal 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 Offeror 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 Offeror and is true and accurate.

Further, the undersigned certifies that the Offeror is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, proposal rigging or proposal-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 proposal and has checked the same in detail before submitting this proposal, 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. (Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the offeror certifies that he has provided 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.

Finally, the offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the cost schedule.

PROPOSAL AWARD CRITERIA


This proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Contractor agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.

X  President / cco
(Signature and Title)

CORPORATE SEAL
(If available)

PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed  on this 6th day of June AD, 2023 24

My Commission Expires: @ death
(Notary Public)



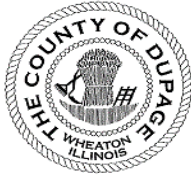
APPENDIX A - PRICE PROPOSAL for WARRANT MANAGEMENT SYSTEM SOFTWARE 24-075-SHF

Provide pricing to include all labor, services, travel, and materials necessary in accordance with the specifications and requirements of RFP #24-075-SHF.

CloudGavelDESCRIPTION	RECURRING				
	Year 1	Year 2	Year 3	Year 4	Year 5
Warrant Service Module					
Annual SaaS Fee	\$100,000.00	\$105,000.00	\$110,250.00	\$115,750.00	\$121,500.00
• Technical Support					
• Support & Maintenance					
Implementation / Configuration	\$100,000.00				
• Initial Training (In-person, Virtual)					
Warrant Service Module Cost Total	\$200,000.00	\$105,000.00	\$110,250.00	\$115,750.00	\$121,500.00
(Optional Module)					
Warrant Approval Module					
Annual SaaS Fee	\$80,000.00	\$84,000.00	\$88,200.00	\$96,600.00	\$101,200.00
Implementation / Configuration / Training	\$10,000.00				
Total	\$ 290,000.00	\$ 189,000.00	\$ 198,450.00	\$ 213,350.00	\$ 222,700.00

WARRANT SERVICE
5 YEAR TOTAL
\$652,500.00

5 YEAR
GRAND TOTAL
\$ 1,113,500.00



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
WARRANT MANAGEMENT SYSTEM SOFTWARE 24-075-SHF
BID TABULATION

✓

Criteria	Available Points	CloudGavel LLC
Firm Qualifications	20	17.75
Key Qualifications	30	28.00
Project Understanding	30	27.50
Price	20	20.00
Total	100	93.25

Fee and Rate Proposal (Design Only)	\$ 652,500.00
Percentage of points	100%
Points awarded (wtd against lowest price)	20.00

NOTES

1. Carahsoft Technology Corporation was deemed non-responsive for not meeting the interface requirements.

RFP Posted on 05/28/2024	DW, BR
Bid Opened On 6/13/2024, 11:00 AM by	
Invitations Sent	107
Total Requesting Documents	1
Total Bid Responses Received	2

VENDOR ETHICS DISCLOSURE FORM



Required Vendor Ethics Disclosure Statement

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

Date: 6-1-2024

Bid/Contract/PO #: 24-075-SHF

Company Name: CloudGavel LLC	Company Contact: Casey Roussel
Contact Phone: 866-297-5155	Contact Email: casey.roussel@fusionstak.com

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

- 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**

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

- 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**

Add Line	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
x			
x			

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

[Redacted Signature]

Printed Name

Casey Roussel

Title

President / CCO

Date

6-1-2024

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



File #: JPS-P-0020-24

Agenda Date: 7/2/2024

Agenda #: 15.B.

AWARDING RESOLUTION ISSUED TO
LAUREN MC LAUGHLIN
FOR SERVICES AS A RECOVERY COACH COORDINATOR
TO WORK WITH SERENITY HOUSE AND PATH TO RECOVERY, COACHES, PROBATION AND
OTHER STAKEHOLDERS TO PROVIDE SERVICES TO
THE PARTICIPANTS IN THE PROGRAM
FOR THE DEPARTMENT OF PROBATION AND COURT SERVICES
(CONTRACT TOTAL AMOUNT \$37,500)

WHEREAS, a vendor has been selected in accordance with County Board policy; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Lauren McLaughlin, for services as a Recovery Coach Coordinator to work with Serenity House and PATH to Recovery, Coaches, Probation and other Stakeholders to provide services to the participants in the program, for the period of July 9, 2024 through July 8, 2025, for the Department of Probation and Court Services.

NOW, THEREFORE BE IT RESOLVED, that said contract is for services as a Recovery Coach Coordinator to work with Serenity House and PATH to Recovery, Coaches, Probation and other Stakeholders to provide services to the participants in the program, for the period of July 9, 2024 through July 8, 2025 for the Department of Probation and Court Services, per 55 ILCS 5/5-1022(a), be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Lauren McLaughlin, 30W002 Laurel Court, Warrenville, Illinois 60555, for a contract total amount of \$37,500.

Enacted and approved this 9th day of July, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID #: JPS-P-0020-24	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$37,500.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 07/02/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$37,500.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Lauren McLaughlin	VENDOR #:	DEPT: Probation and Court Services	DEPT CONTACT NAME: Sharon Donald
VENDOR CONTACT: Lauren McLaughlin	VENDOR CONTACT PHONE: (630)453-5300	DEPT CONTACT PHONE #: 630-407-8411	DEPT CONTACT EMAIL: sharon.donald@dupagecounty.gov
VENDOR CONTACT EMAIL: joyfulbalancewellness@gmail.com	VENDOR WEBSITE: www.joyfulbalancewellness.com	DEPT REQ #:	
Overview			
<p>DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Our Drug Court has partnered with two community-based agencies, PATH to Recovery, and Serenity House, to deliver Recovery Coach services to participants. These paid coaches work with participants to identify their individualized paths to recovery. The Recovery Coach coordinator will work with the two agencies, coaches, probation, and other stakeholders to assure services are being provided in an effective and efficient manner and that participants have access to a full array of groups, interventions and programs to assist them.</p>			
<p>JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The Recovery Coach Coordinator will work with program staff to assure there are an appropriate number of coaches to be partnered with participants so all participants can take part in this aspect of the program.</p>			

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.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)	

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. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. We posted the position, considered and interviewed other candidates and unanimously decided Lauren was the best match. Other candidates were interviewed but lacked Lauren's experience and knowledge. Lauren has extensive experience with the existing structure of our recovery coach services, the Recovery Community Centers and the goals and objectives of this grant.
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). 1) Staff recommends issuance of this contract to Ms. Lauren McLaughlin to provide Recovery Coach Coordinator services. 2) The Drug Court and VA grant has allocated funds to support these services

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: Lauren McLaughlin	Vendor#:	Dept: Probation and Court Services	Division: Finance
Attn: Lauren McLaughlin	Email: joyfulbalancewellness@gmail.com	Attn: Sharon Donald	Email: sharon.donald@dupagecounty.gov
Address: 30W002 Laurel Court	City: Warrenville	Address: 503 N County Farm Road	City: Wheaton
State: Illinois	Zip: 60555	State: Illinois	Zip: 60187
Phone: (630)453-5300	Fax:	Phone: 630-407-8413	Fax: 630-407-2502
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Lauren McLaughlin	Vendor#:	Dept: Probation and Court Services	Division: Finance
Attn: Lauren McLaughlin	Email: joyfulbalancewellness@gmail.com	Attn: Sharon Donald	Email: sharon.donald@dupagecounty.gov
Address: 30W002 Laurel Court	City: Warrenville	Address: 503 N County Farm Road	City: Wheaton
State: Illinois	Zip: 60555	State: Illinois	Zip: 60187
Phone: (612)710-4298-Cell	Fax:	Phone: 630-407-8413	Fax: 630-407-2502
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 9, 2024	Contract End Date (PO25): Jul 8, 2025
Contract Administrator (PO25):			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Recovery Coach Coordinator	FY24	5000	6155	53090	15PBJA21G G04221MU MU	18,000.00	18,000.00
2	1	EA		Recovery Coach Coordinator	FY25	5000	6155	53090	15PBJA21G G04221MU MU	19,500.00	19,500.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 37,500.00

Comments	
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

INDEPENDENT CONTRACTOR AGREEMENT:
RECOVERY COACH COORDINATOR

This AGREEMENT ("Agreement") is effective as of the 9th day of July, 2024, and is entered into by and between the 18th Judicial Circuit's Department of Probation and Court Services, 503 N. County Farm Road, Wheaton, Illinois 60187 ("Department") and Lauren McLaughlin an Independent Contractor ("Contractor"), 30W002 Laurel Court, Warrenville, IL 60555.

RECITALS

WHEREAS, in order to provide services to participants in Drug Court who require the services of a recovery coach, the Department must contract with certain individuals to provide recovery coach coordinator services; and

WHEREAS, the Department desires that Contractor render recovery coach coordinator services more fully described herein; and

WHEREAS, the Contractor has demonstrated expertise in providing such services, has represented that she has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services for the Department.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.
2. **Term:** This Agreement is for a term commencing July 9, 2024 and continuing through July 8, 2025 ("Term"), unless terminated sooner as provided herein.
3. **Scope of Services:** Contractor agrees to provide the services required and, if applicable, set forth on Exhibit "A" including providing the deliverables set forth thereon, in accordance with the terms and conditions of this Agreement. The Department may, from time to time, request changes in the scope of Services. Any such changes, including any increase or decrease in Contractor's fees, shall be documented by an amendment to this Agreement in accordance with State and County laws.
4. **Compensation and Payment:** Compensation for Services during the initial term shall be based on an hourly rate of \$30.00 and shall not exceed thirty-seven thousand five hundred dollars, (\$37,500), with no reimbursement for expenses. Compensation shall be based on actual Services performed during the Term of this Agreement and the Department shall not be obligated to pay for any Services not in compliance with this Agreement. In the event of early termination of this Agreement, the Department shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the Department be liable for any costs incurred or Services performed after the effective date of termination as provided herein. Contractor shall submit invoices referencing this Agreement with such supporting documentation as may be requested by the Department prior to payment. The Department will process payment in accordance with the Illinois Prompt Payment Act (50 ILCS 505/1 et. seq.). As such, the Department will approve or disapprove of an invoice for goods or services within 30 days of the presentation of the invoice (or delivery of the goods or services, whichever is later) and will then pay any portion of the invoice which it has not disapproved within 30 days thereafter.
5. **Non-appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the Department for

performance under this Agreement, the Department shall notify Contractor and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the Department be liable to the Contractor for any amount in excess of the current appropriated amount.

6. **Termination:** Either party may terminate this Agreement, effective immediately, if (i) the other party fails to maintain such party's licenses, insurances, or required certifications that are required to perform such party's duties or obligations under this Agreement, (ii) the other party breaches any representation, warranty or other term of this Agreement, (iii) the Contractor is convicted of any offense punishable as a felony, (iv) the other party commits fraud, embezzlement, misappropriation or the like with respect to the other party or such party's assets. Except as set forth above, either party shall have the right to terminate this AGREEMENT for any cause upon serving thirty (30) days' prior written notice upon the other party.
7. **Standards of Performance:** Contractor agrees to devote such time, attention, skill, and knowledge as is necessary to perform Services effectively and efficiently. Contractor acknowledges and accepts a relationship of trust and confidence with the Department and agrees to cooperate with the Department in performing Services to further the best interests of the Department.
8. **Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement or any obligations imposed hereunder without the prior written consent of the other party. Should Contractor assign this Agreement to any entity consistent with the requirements of this provision, the Insurance requirements discussed in Section 13 will immediately apply.
9. **Confidentiality and Ownership of Documents.**
 - 9.1 **Confidential Information.** In the performance of Services, Contractor may have access to certain information that is not generally known to others ("Confidential Information"). Contractor agrees not to use or disclose to any third party, except in the performance of Services, any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement without the prior written consent of the Department. Contractor shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall Contractor disseminate any information regarding Services without the prior written consent of the Department. Contractor agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Contractor under this Agreement. The terms of this Paragraph 9.1 shall survive the expiration or termination of this Agreement.
 - 9.2 **Ownership.** All records, reports, documents, and other materials prepared by Contractor in performing Services, as well as all records, reports, documents, and other materials containing Confidential Information prepared or generated as a result of this Agreement, shall at all times be and remain the property of the Department. All of the foregoing items shall be delivered to the Department upon demand at any time and in any event, shall be promptly delivered to the Department upon expiration or termination of the Agreement. In the event any of the above items are lost or damaged while in Contractor's possession, such items shall be restored or replaced at Contractor's expense.
10. **Representations and Warranties of Contractor:** Contractor represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement.
 - 10.1 **Licensed Professionals.** Services required to be performed by professionals shall be performed

by professionals licensed to practice by the State of Illinois in the applicable professional discipline.

- 10.2 Compliance with Laws. Contractor is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this Agreement and the performance of Services. Further, Contractor is and shall remain in compliance with all Department policies and rules, including, but not limited to, criminal background checks.
- 10.3 Good Standing. Contractor is not in default and has not been deemed by the Department to be in default under any other Agreement with the Department during the five (5) year period immediately preceding the effective date of this Agreement.
- 10.4 Authorization. In the event Contractor is an entity other than a sole proprietorship, Contractor represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Contractor is duly authorized by Contractor and has been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Contractor.
- 10.5 Gratuities. No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by or to Contractor in relation to this Agreement or as an inducement for award of this Agreement.

- 11. **Independent Contractor:** It is understood and agreed that the relationship of Contractor to the Department is and shall continue to be that of an independent contractor and neither Contractor nor any of Contractor's employees shall be entitled to receive Department employee benefits. As an independent contractor, Contractor agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the Department. Contractor agrees that neither Contractor nor its employees, staff or subcontractors shall represent themselves as employees or agents of the Department. Contractor hereby represents that Contractor's valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) was or will be provided to the Department upon request.
- 12. **Favored Nation:** Contractor shall furnish Services to the Department at the lowest price that the Contractor charges to other similarly situated parties. If Contractor overcharges, in addition to all other remedies, the Department is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the Department until the date refund is made. The Department has the right to offset any overcharge against any amounts due to Contractor under this or any other Agreement between Contractor and the Department, and at the Department's sole option the right to declare Contractor in default under this Agreement.

13. **Contractor's Insurance:**

- 13.1 The Contractor shall maintain, at its sole expense all insurance required by law. It is the understanding of the parties that Contractor is a sole proprietor doing business as herself. In the event the Contractor assigns this contract to anyone, including but not limited to a corporate entity, LLC, or partnership *or* hires any employees, the Contractor shall maintain, at its sole expense, insurance coverage including:
 - 13.1.a Worker's Compensation Insurance in the statutory amounts to the extent required by law.
 - 13.1.b Employer's Liability Insurance in an amount not less than one million (\$1,000,000.00) dollars each accident/injury and one million dollars (\$1,000,000.00) employee/disease.
- 13.2 It shall be the duty of the Contractor to provide to the Department, copies of the Contractor's Certificates of Insurance before issuance of a Notice to Proceed.
- 13.3 The insurance required to be purchased and maintained by Contractor shall be provided by an insurance company acceptable to the Department, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Department.

14. **Indemnification.**

- 14.1 The Contractor shall indemnify, hold harmless and defend the Department, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the Contractor's negligent or willful acts, errors or omissions in its performance under this Agreement.
- 14.2 The DuPage County State's Attorney is the exclusive legal representative of the County and the Department. Nothing contained herein shall be construed as prohibiting the DuPage County State's Attorney's Office from defending the Department, its officials, directors, officers, agents and employees through the selection and use of its own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them.
- 14.3 Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. Contractor's indemnification of Department shall survive the termination, or expiration, of this Agreement.
- 14.4 Neither the provision of insurance or indemnification shall be deemed a waiver of the Department's defenses under the Illinois Local Government and Governmental Employees Tort Liability Act or otherwise limit the Department's right to defenses, privileges or immunities which may be available to it in litigation or conduct its own defense of any claims.

15. **Entire Agreement and Amendment:** This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.
16. **Governing Law:** This agreement shall be subject to and governed by the laws of the State of Illinois. The exclusive venue for the resolution of any disputes or the enforcement of any rights pursuant to this agreement shall be in the 18th Judicial Circuit Court of DuPage County, Illinois.
17. **Waiver:** No delay or omission by the Department to exercise any right hereunder shall be construed as a waiver of any such right and the Department reserves the right to exercise any such right from time to time as often and as may be deemed expedient.
18. **County Approval:** If applicable, This Agreement is subject to approval of the appropriate committee(s) and County Board of the County of DuPage.
19. **Notices:** Any required notice shall be sent to the following addresses and parties:

IF TO THE DEPARTMENT:

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

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

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

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

IF TO CONTRACTOR:

Lauren McLaughlin
30W002 Laurel Court
Warrenville, IL 60555

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

the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 17, above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

DEPARTMENT

Signature on file

By: _____

Robert McEllin,
Director

**INDEPENDENT
CONTRACTOR**

Signature on file

By: _____

Lauren McLaughlin,
Contractor

Exhibit A

SCOPE OF SERVICES

Contract Name	Recovery Coach Coordinator	Contract Date	July 9, 2024
County's Project Managers	Sue Murphy Tim McGavin	Contractor's Project Manager	Lauren McLaughlin

This Scope of Services is for Contractors providing to the County certain Services pursuant to the above-referenced Contract and County Resolution. The undersigned agree this Independent Contractor project shall be conducted pursuant to the terms and conditions of the above-referenced Contract and by the following terms and conditions:

1. DESCRIPTION OF INDIVIDUAL'S WORK:

Contractor is responsible for implementing and developing a recovery coach network and related activities. Contractor will:

- On-board new recovery coaches as assigned from partner agencies, primarily PATH to Recovery and Serenity House; on-boarding will include screening for appropriateness as a recovery coach;
- Assess recovery coaches strengths and effectively match with program participants;
- Plan, schedule and provide oversight for all groups and services provided by recovery coaches;
- Coordinate with Recovery Community Center locations and staff to provide a schedule of recovery coach activities and groups;
- Provide constructive feedback as needed to recovery coaches;
- Problem solve as needed with recovery coach and/or probation officer to keep client on track;
- Coordinate and facilitate meetings as needed with Recovery Community Center staff, recovery coaches and probation staff to discuss relevant information to include quarterly recovery coach meetings;
- As requested, attend and participate in weekly staffings, court calls and graduation ceremonies;
- Network with community-based agencies to further develop Recovery Community Center and recovery coach opportunities;
- Initiate and participate in marketing of recovery coach services with clients and community and provide education on philosophy and process of recovery coaches
- Receive training in and facilitate cognitive based intervention groups as requested and promote recovery coaches to do same, including, but not limited to CCAR's Recovery Coaching within Justice Settings;
- Provide other services as mutually agreed upon.

2. DELIVERABLES

- By September 30, 2024, create an on-boarding curriculum for new recovery coaches focusing on ethics, boundaries, appropriate roles and responsibilities, do's and don'ts and related material that a new recovery coach would need to be successful in their role;
- On an on-going basis, on-board and orientate a sufficient number of recovery coaches to meet programmatic needs;
- Provide a monthly schedule of events, groups and meeting opportunities for coaches and participants at the Recovery Community Centers;

- Prepare and submit information on supplied forms for quarterly and twice-yearly grant reports with approximate due dates of July 30 and October 30, 2024 and January 30 and April 30, 2025;
- On a bi-monthly basis, Contractor will submit a report on those clients who have been referred for recovery coach services during the current two week period. This report will inform probation if the client has followed through with the referral, any known reasons for not following through and a plan to engage clients as needed;
- On a monthly basis, Contractor will submit written progress reports by the 15th of each month indicating:
 - Significant activities undertaken or significant situations addressed during the preceding month;
 - Status of recovery coach-participant matches including search for prospective coaches.



Required Vendor Ethics Disclosure Statement

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

Date: Jun 25, 2024

Bid/Contract/PO #: JPS-P-0020-24

Company Name: LAUREN MCLAUGHLIN	Company Contact: LAUREN MCLAUGHLIN
Contact Phone: 630-453-5300	Contact Email: joyfulbalancewellness@gmail.com

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

- 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

- 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

LAUREN MCLAUGHLIN

Title

RECOVERY COACH COORDINATOR

Date

6/25/24

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



Finance Resolution

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

File #: FI-R-0113-24

Agenda Date: 7/2/2024

Agenda #: 9.B.

ACCEPTANCE AND APPROPRIATION OF
THE ILDCFS CHILDREN'S ADVOCACY CENTER GRANT PY25
AGREEMENT NO. 3871779025
COMPANY 5000 - ACCOUNTING UNIT 6580
\$346,127

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

WHEREAS, the County of DuPage, through the DuPage County State's Attorney's Office, has been notified by Children's Advocacy Centers of Illinois that grant funds in the amount of \$346,126.73 (THREE HUNDRED FORTY-SIX THOUSAND, ONE HUNDRED TWENTY-SIX AND 73/100 DOLLARS) are available for continuing the ILDCFS Children's Advocacy Center program; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Agreement No. 3871779025 with Children's Advocacy Centers of Illinois, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the term of the Inter-Governmental Agreement is from July 1, 2024 through June 30, 2025; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Agreement No. 3871779025 (ATTACHMENT II) between DuPage County and the Illinois Department of Children and Family Services 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 \$346,127 (THREE HUNDRED FORTY-SIX THOUSAND, ONE HUNDRED TWENTY-SEVEN AND NO/100 DOLLARS) be made to establish the ILDCFS Children's Advocacy Center Grant PY25, Company 5000 - Accounting Unit 6580, for the period July 1, 2024 through June 30, 2025; and

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

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

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

Enacted and approved this 9th day of July, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION FOR THE
THE ILDCFS CHILDREN'S ADVOCACY CENTER GRANT PY25
INTER-GOVERNMENTAL AGREEMENT NO. 3871779025
COMPANY 5000 – ACCOUNTING UNIT 6580
\$346,127

REVENUE

41000-0002 - Federal Operating Grant - HHS	\$	6,789
41400-0004 - State Operating Grant - IDCFS		<u>339,338</u>

TOTAL ANTICIPATED REVENUE	\$	<u><u>346,127</u></u>
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EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries	\$	<u>346,127</u>
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TOTAL PERSONNEL	\$	<u>346,127</u>
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TOTAL ADDITIONAL APPROPRIATION	\$	<u><u>346,127</u></u>
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ATTACHMENT II

CFS 968-SUB
Rev. 6/2023

SUBCONTRACT/SUB-AWARD AGREEMENT

Subcontractor/Sub-Recipient UEI # W7KRN7E54898

Subcontractor/Sub-Recipient FEIN or taxpayer id # 36-6006551

Primary Vendor/Recipient DCFS Contract/Agreement#(s): 3871779025

A. TERM OF THE SUBCONTRACT/SUB-AWARD AGREEMENT

This Agreement ("Subcontract" or "Sub-Award") shall be effective (date) 07/01/2024, and shall expire on 06/30/2025.

B. PARTIES TO THE SUBCONTRACT/SUB-AWARD AGREEMENT

This Subcontract/Sub-Award is by and between the Primary Vendor/Recipient, hereinafter referred to as "Vendor/Recipient"):

Children's Advocacy Centers of Illinois

with its principal office at : 400 S. 9th Street, Suite 101 Springfield, IL 62701 and

(Subcontractor/Sub-Recipient) DuPage County with

its principal offices at : 422 North County Farm Road Wheaton, IL 60187 hereinafter referred to as "Subcontractor/Sub-Recipient."

C. SUBCONTRACT/SUB-AWARD PAYMENT

The maximum amount payable under this Subcontract/Sub-Award is:

Contract/Agreement #	<u>3871779025</u>	is \$	<u>346,126.73</u>
Contract/Agreement #	<u></u>	is \$	<u></u>
Contract/Agreement #	<u></u>	is \$	<u></u>
Contract/Agreement #	<u></u>	is \$	<u></u>
Contract/Agreement #	<u></u>	is \$	<u></u>

D. TYPE OF SERVICES PROVIDED BY THE SUBCONTRACTOR/SUB-RECIPIENT

Delivers comprehensive services to children who are victims of sexual abuse, other types of maltreatment and childhood trauma.

Services available include: forensic interviews, case management, client advocacy, medical exam referrals, trauma focused therapy, and community awareness activities.

E. SERVICE LOCATIONS

Services shall be provided at the following locations: (Specify whether office visits, on site consultation, etc.)

422 North County Farm Road Wheaton, IL 60187

NOTE

If the total annual value of all subcontracts/sub-awards is less than \$100,000 only pages 1-4 must be completed. However, if the total annual value of all subcontracts/sub-awards is \$100,000 or greater, the subcontract/sub-award must be completed and submitted in its entirety including the Standard Certifications and Financial Disclosures and Conflicts of Interest.

F. INVOICING AND PAYMENT

Subcontractor/Sub-Recipient shall provide accurate and timely invoices to the Vendor/Recipient. Subcontractor/Sub-Recipient certifies that the payments made pursuant to this Subcontract/Sub-Award shall be used only for the specific purposes and services authorized under the applicable Vendor/Recipient Contract/Agreement with the Illinois Department of Children and Family Services (hereinafter referred to as "Department"). Subcontractor/Sub-Recipient shall also be required to make such certification and shall include documentation evidencing that the services were provided in compliance with the Vendor/Recipient's Contract/Agreement with the Department with all payment vouchers and billing invoices submitted to the Vendor/Recipient.

G. CONDITIONS FOR EARLY SUBCONTRACT/SUB-AWARD TERMINATION

This Subcontract/Sub-Award may be terminated prior to the expiration date of the Term if the Subcontractor/Sub-Recipient fails to deliver services to the Vendor/Recipient and/or the Department in compliance with the Vendor/Recipient's Contract/Agreement and Contract/Agreement Program Plan/Scope of Services with the Department and Department rules, regulations, procedures, protocols, and policy guides, all of which are hereby incorporated by reference and made a part of this Subcontract/Sub-Award Agreement. In the event the Subcontract/Sub-Award is terminated prior to the expiration date, the Department shall not be liable to the Subcontractor/Sub-Recipient, any other entity or individual, for any claim of damages or losses arising, directly or indirectly, out of this Subcontract/Sub-Award Agreement or from any other cause. The Department is also not liable for any payments to individuals or entities for which the Subcontractor/Sub-Recipient is contractually obligated.

Early termination of the Subcontract/Sub-Award may also occur under the following additional conditions:

See grant terms and conditions.

H. SERVICE OUTCOMES

The results or outcome to be provided from these services are as follows:

To reduce the trauma undergone by children who are alleged victims of child sexual abuse or serious physical abuse.

I. ADDITIONAL FEES

Neither the Subcontractor/Sub-Recipient nor the Vendor/Recipient shall impose fees upon the Department's clients for services rendered pursuant to the terms of this Subcontract/Sub-Award Agreement.

The Vendor/Recipient and Subcontractor/Sub-Recipient shall meet the terms and conditions referenced in the Department's Fixed Rate Agreement CFS 968-FR or Uniform Grant Agreement CFS 968-Grant and Program Plan/Scope of Services.

J. CONFIDENTIALITY

Except as may be required by state or federal law, regulation or order, the Subcontractor/Sub-Recipient shall not release information concerning persons served by the Department without prior written approval of the Director of the Department, or his/her designee.

The Subcontractor/Sub-Recipient shall inform its employees of such confidentiality obligations, as well as the penalties for violation thereof, and shall assure their compliance therewith. The Subcontractor/Sub-Recipient acknowledges that nothing herein prevents the Subcontractor/Sub-Recipient from sharing any confidential

information with the Department for youth for whom the Department has legal responsibility, and the Subcontractor/Sub-Recipient is required to deliver said information to the Department upon request as allowable under state or federal law.

K. COMPLIANCE WITH DEPARTMENT RULES AND PROCEDURES

The Subcontractor/Sub-Recipient certifies that the services provided through this Subcontract/Sub-Award comply with all Department rules, regulations, procedures, and policy guides.

L. COMPLIANCE WITH LAWS

The Subcontractor/Sub-Recipient shall be bound by and adhere to all applicable Local, State, and Federal Laws. These laws and regulation are incorporated by reference and made a part of this Subcontract/Sub-Award.

M. LIABILITY

The Department assumes no liability for the actions or omissions of the Subcontractor/Sub-Recipient or the Subcontractor/Sub-Recipient's employees or subcontractors/sub-recipients under this Subcontract/Sub-Award. Subcontractor/Sub-Recipient agrees to indemnify and hold the Department harmless against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the acts or omissions of the Subcontractor/Sub-Recipient and its employees and subcontractors/sub-recipients or from any violation of any of the state and federal laws and regulations with which the Subcontractor/Sub-Recipient has certified it is in compliance.

N. AUDIT/RETENTION OF RECORDS

Subcontractor/Sub-Recipient shall maintain books and records relating to the performance of the Subcontract/Sub-Award and that are necessary to support the amounts charged to the Vendor/Recipient under the Subcontract/Sub-Award. Books and records, including information stored in databases or other computer systems, shall be maintained by the Subcontractor/Sub-Recipient for a period of three years from the date of final payment under the Subcontract/Sub-Award or completion of the Subcontract/Sub-Award, whichever is last. Books and records required to be maintained under this Section shall be available for review or audit by representatives of the Vendor/Recipient, the Department, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with contract monitoring authority, upon reasonable notice and during normal business hours. Subcontractor/Sub-Recipient shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this Section shall establish a presumption in favor of the Vendor/Recipient and State of Illinois for the recovery of any funds the Subcontractor/Sub-Recipient receives from the Vendor/Recipient for services performed pursuant to the Vendor/Recipient's Contract/Agreement with the Department for which adequate books and records are not available to support the purported disbursements. The Subcontractor/Sub-Recipient shall not impose a charge for audit or examination of its books and records.

In consideration of the mutual covenants and agreements contained in this Subcontract/Sub-Award Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Subcontractor/Sub-Recipient and the Vendor/Recipient agree to the terms and conditions set forth herein and have caused this Subcontract/Sub Award Agreement to be executed by their duly authorized representatives on the dates shown below. By signing below, the Subcontractor/Sub-Recipient acknowledges that he/she has read and understands the terms in this Subcontract/Sub-Award, including the Standard Certifications and the Disclosures and Conflicts of Interests certification, and agrees to comply with the requirements reflected herein. The Subcontract/Sub-Award is binding when signed and dated by both Parties.

Vendor/Recipient Executive Director or Board Chairman

CACI

Name (please print)

Date

State of Illinois DCFS
CFS 968-SUB

Signature on file

Subcontractor/Sub-Recipient Signature

Robert Berlin

Name (please print)

5/23/2024

Date

TAXPAYER IDENTIFICATION NUMBER

I certify that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

I certify that I am a U.S. person (including a U.S. resident alien).

- If you are an individual, then enter your name and Social Security Number (SSN) as it appears on your Social Security Card.
- If you are a sole proprietor, then enter the owner's name on the name line followed by the name of the business and the owner's SSN or Employer Identification Number (EIN).
- If you are a single-member LLC that is disregarded as an entity separate from its owner, then enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, then enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: DuPage County Business
Name: _____ Taxpayer
Identification Number: _____

Social Security Number: _____
Or
Employer Identification Number: 36-6006551

Legal Status (check one):

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership or Legal Services Corporation | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Charitable Organization | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | (select applicable tax classification) |
| | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |
| | <input type="checkbox"/> S = S corporation |

Signature of Authorized Representative: _____

Signature on file

Printed Name Robert Berlin Date: 5/23/2024

SUBCONTRACTOR/SUB-RECIPIENT STANDARD CERTIFICATIONS

This section, in its entirety, applies to subcontractors/sub-recipients used on this contract. Vendor shall include these Standard Certifications in any Subcontract/Sub-Award Agreement used in the performance of the contract using this Subcontract/Sub-Award and Subcontractor/Sub-Recipient Standard Certifications and Financial Disclosures and Conflicts of Interest (Form CFS 968-SUB, Rev. 6/2023) completed and signed by the subcontractor/Sub-Recipient.

Subcontractor/Sub-Recipient acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of the Contract/Agreement. By executing this Subcontract/Sub-Award, Subcontractor/Sub-Recipient certifies compliance with this subsection in its entirety and is under a continuing obligation to remain in compliance and report any non-compliance.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor/Recipient and Subcontractor/Sub-Recipient shall confirm compliance with this section in the manner and format determined by the Department by the date specified by the Department and in no event later than July 1 of each year that the Contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this Subcontract/Sub-Award it may be stricken without affecting the remaining subsections.

6.1 As part of each certification, Subcontractor/Sub-Recipient acknowledges and agrees that should Subcontractor/Sub-Recipient or its subcontractors/sub-grantee provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract/Agreement amount may be reduced,
- the contract/Agreement may be void by operation of law,
- the State may void the contract/Agreement, in whole or in part, and
- the Vendor/Recipient and its subcontractors/sub-grantees may be subject to one or more of the following: suspension, debarment, denial of payment, civil and/or criminal prosecution, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

6.2 Subcontractor/Sub-Recipient certifies it and its employees, subcontractors and sub-recipients will comply with Title VI and VII of the U.S. Civil Rights Act of 1964 (42 U.S.C. 2000d et seq. and 2000e et seq.); Section 503 and 504 of the Federal Rehabilitation Act (29 U.S.C. 793 and 794); the Americans with

Disabilities Act (42 U.S.C. § 12101 et seq.); applicable Department rules including Part 307, Indian Child Welfare Services which defines the special rights of American Indians; the U.S. Constitution; the 1970 Illinois Constitution; any state and federal laws, regulations or orders which prohibit discrimination in employment on the grounds of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service other than a dishonorable discharge and service delivery on the grounds of race, sex, color, religion, national origin or ancestry, limited English language proficiency, or by reason of any handicap, in performance of this contract/Agreement.

- 6.3 Subcontractor/Sub-Recipient, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
- 6.4 Subcontractor/Sub-Recipient, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies that it, he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
- 6.5 Subcontractor/Sub-Recipient certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal and is in good standing with the Illinois Secretary of State. 30 ILCS 500/1.15.80, 20-43.
- 6.6 To the extent there was a current Subcontractor/Sub-Recipient providing the services covered by this contract/Agreement and the employees of that Subcontractor/Sub-Recipient who provided those services are covered by a collective bargaining agreement, Subcontractor/Sub-Recipient certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
- 6.7 Subcontractor/Sub-Recipient certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
- 6.8 If Subcontractor/Sub-Recipient has been convicted of a felony, Subcontractor/Sub-Recipient certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
- 6.9 If Subcontractor/Sub-Recipient or any officer, director, partner, or other managerial agent of Subcontractor/Sub-Recipient has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Subcontractor/Sub-Recipient certifies at least five years have passed since the date of the conviction. Subcontractor/Sub-Recipient further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract/Agreement void if this certification is false. 30 ILCS 500/50-10.5.

- 6.10 Subcontractor/Sub-Recipient certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt or is actively disputing or seeking resolution), and Subcontractor/Sub-Recipient and its affiliates acknowledge the State may declare the contract/Agreement void if this certification is false or if Subcontractor/Sub-Recipient or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
- 6.11 Subcontractor/Sub-Recipient certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
- 6.12 Subcontractor/Sub-Recipient certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
- 6.13 Subcontractor/Sub-Recipient certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
- 6.14 Subcontractor/Sub-Recipient certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
- 6.15 Subcontractor/Sub-Recipient certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
- 6.16 Subcontractor/Sub-Recipient certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
- 6.17 Subcontractor/Sub-Recipient certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency grants an exception. 30 ILCS 565.
- 6.18 Drug Free Workplace
- 6.18.1 If Subcontractor/Sub-Recipient employs 25 or more employees and this contract/Agreement is worth more than \$5,000, Subcontractor/Sub-Recipient certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
- 6.18.2 If Subcontractor/Sub-Recipient is an individual and this contract/Agreement is worth more than \$5000, Subcontractor/Sub-Recipient certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
- 6.19 Subcontractor/Sub-Recipient certifies that neither Subcontractor/Sub-Recipient nor any substantially

owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.

- 6.20 Subcontractor/Sub-Recipient certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
- 6.21 Subcontractor/Sub-Recipient certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
- 6.22 Subcontractor/Sub-Recipient certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
- 6.23 Subcontractor/Sub-Recipient certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
- 6.24 Subcontractor/Sub-Recipient certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
- 6.25 Subcontractor/Sub-Recipient certifies that it is not in violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, or any violation has been mitigated. 30 ILCS 500/50-14.5, 410 ILCS 45.
- 6.26 Subcontractor/Sub-Recipient warrants and certifies that it and, to the best of its knowledge, its subcontractors and sub-recipients have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Subcontractors/Sub-Recipients and subcontractors/sub-recipients 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.
- 6.27 Subcontractor/Sub-Recipient certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.
- 6.28 Subcontractor/Sub-Recipient certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517/15.
- 6.29 A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Subcontractor/Sub-Recipient must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Subcontractor/Sub-Recipient must attach to this form the requested documentation.

- A. Subcontractor/Sub-Recipient certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.

☐

- B. Subcontractor/Sub-Recipient certifies that it is a legal entity and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Subcontractor/Sub-Recipient to provide evidence of compliance before award.

☒

- C. Subcontractor/Sub-Recipient certifies it is a legal entity and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A Subcontractor/Sub-Recipient claiming exemption under the Act must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Subcontractor/Sub-Recipient fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Subcontractor/Sub-Recipient as being non-responsive or not responsible and may disqualify the Subcontractor/Sub-Recipient.

☐

- D. Subcontractor/Sub-Recipient certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A Subcontractor/Sub-Recipient claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Subcontractor/Sub-Recipient fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Subcontractor/Sub-Recipient as being non-responsive or not responsible and may disqualify the Subcontractor/Sub-Recipient.

☐

- 6.30 Subcontractor/Sub-Recipient certifies it complies with the Illinois Religious Freedom Protection and Civil Union Act and all state laws and rules applicable to civil unions and which prohibit discrimination, and will provide persons entering into a civil union, the legal relationship between two persons of either the same or opposite sex established pursuant to the Illinois Religious Freedom Protection and Civil Union Act, with

the same obligations, responsibilities, protections, and benefits afforded or recognized by the law of Illinois to spouses. 750 ILCS 75/1 et seq.

- 6.31 Subcontractor/Sub-Recipient certifies that it is in compliance with the Pro-Children Act of 1994, (Public Law 103-227).

The Subcontractor/Sub-Recipient 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 18 years of age which services are supported by Federal or State government assistance (except portions of the facilities which are used for inpatient substance abuse treatment).

- 6.32 Subcontractor/Sub-Recipient further certifies:

- No funds received under this Contract/Agreement shall be used for attempting to influence federal legislation or to pay the salary or expenses of any individual engaging in said activity.
- No federally appropriated funds have been paid or will be paid, by or on behalf of the Subcontractor/Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- If any funds, other than federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Contract/Agreement, etc., the Service Subcontractor/Sub-Recipient must also complete and submit timely, federal form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- If there are any indirect costs associated with this Contract/Agreement, totally-lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs.
- 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 U.S.C. Sec. 1352 (1989). Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

- 6.33 By signing this Contract/Agreement and attached Disclosures, Subcontractor/Sub-Recipient certifies that all information in this Contract/Agreement is true and correct to the best of the Subcontractor/Sub-Recipient's knowledge, information, and belief; that the funds awarded as a result of this Contract/Agreement shall be used only for the specific purposes authorized in the approved Contract/Agreement, Budget, and Program Plan/Scope of Services and that the award of said funds is conditioned upon such certification.

SUBCONTRACTOR/SUB-RECIPIENT (show Company name and DBA)

County of DuPage

Signature Signature on file

Printed Name Robert Berlin

Title DuPage County State's Attorney

Date 5/24/2024

Address 503 N. County Farm Road, Wheaton, IL 60187

Telephone (630)407-8000

Email Address robert.berlin@dupagecounty.gov

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

Financial Disclosures and Conflicts of Interest forms ("forms") must be accurately completed and submitted by the vendor/grantee, any parent entity(ies) and any required subcontractors/sub-recipients. There are **Ten (10)** steps to this form and each must be completed as instructed in the step heading, unless otherwise provided. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The Vendor/Recipient will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

Failure to fully disclose shall render the contract, bid, proposal, subcontract, sub-award or relationship voidable by the Director if s/he deems it in the best interest of the State of Illinois and may be cause for barring Vendor/Recipient or subcontractors/sub-recipients from future contracts, bids, proposals, subcontracts, sub-awards or relationships with the State. The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the previously submitted form is no longer accurate, disclosing entities must provide an updated form.

Separate forms are required for the Vendor/Recipient, any parent entity(ies) and any required subcontractors or sub-grantees. Subcontractor/Sub-Recipient forms must be provided with a copy of the Subcontract/Sub-Award in accordance with the requirements in Part II, Section 17.1 of the primary Agreement.

This disclosure is submitted for:

- ☒ Subcontractor/Sub-Recipient
- ☐ Subcontractor's/Sub-Recipient's Parent Entity(ies)

Subcontractor/Sub-Recipient Name	DuPage County of
Doing Business As (DBA)	
Parent Entity	
Instrument of Ownership or Beneficial Interest	

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

NOTE: You must select one of the eight options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

☐ Option 1 – Publicly Traded Entities

1.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$123,420.00) of the annual salary of the Governor.

OR

1.B. ☐ Attach a copy of the Federal 10-K and skip to Step 3.

☐ Option 2 – Privately Held Entities with more than 200 Shareholders

2.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$123,420.00) of the annual salary of the Governor.

OR

2.B. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Also complete Step 2, Option B.

☐ Option 3 – All other Privately Held Entities, not including Individuals and Sole Proprietorships

3.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$123,420.00) of the annual salary of the Governor.

Also complete Step 2, Option B.

☐ Option 4 – Foreign Entities

4.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$123,420.00) of the annual salary of the Governor.

OR

4.B. ☐ Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Also complete Step 2, Option B.

☐ Option 5 – Not-for-Profit Entities

☐ Complete Step 2, Option B.

☐ Option 6 – Governmental Entities

☒ Complete Step 2, Option B.

☐ Option 7 – Individuals

☐ Skip to Step 3.

☐ Option 8 – Sole Proprietors

☐ Skip to Step 3.

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OF BOARD OF DIRECTORS

Complete Option A and/or Option B. Additional rows may be inserted into the tables or an attachment may be provided if needed. Individuals, sole proprietors, and governmental entities are not required to complete Step 2.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1A, 2A, 2B, 3A, 4A in Step 1, provide the name and address of each individual and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$123,420.00.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below; please reference Step 2, page number SUB-14.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership

Distributive Income – If you selected Option 1A, 2A, 3A, or 4A in Step 1, provide the name and address of each individual and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$123,420.00.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below; please reference Step 2, page number SUB 14.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$123,420.00.

☐ Yes ☐ No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$123,420.00 or greater than 5% of the total distributive income of the disclosing entity.

☐ Yes ☐ No

OPTION B – Disclosure of Board of Directors or Board of Managers

If you selected Option 2, 3, 4, 5 or 6 in Step 1, list members of your board of directors or board of managers. Please include an attachment, if necessary, with requested information in a format substantially similar to the format below; please reference Step 2, Option B, page number SUB 15.

TABLE – Z	
Name	Address
see attached	

STEP 3
DISCLOSURE OF LOBBYIST OR AGENT

☒ Yes ☐ No. Is your company represented by or do you employ a lobbyist or other agent required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State Agency officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

Name	Address	Relationship to Disclosing Entity
see attached		

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain an Agency contract: _____

MEMORANDUM

TO: Illinois Department of Children and Family Services
FROM: County of DuPage
DATE: August 21, 2023
RE: DCFS Children Advocacy Center Grant: Contract Step 3 , page # SUB 15

Step 3 – Disclosure of Lobbyist or Agent

Name	Address	Relationship to Disclosing Entity
Raucci & Sullivan Strategies, LLC	805 Sylviawood Avenue, Park Ridge, IL 60068	Lobbyist
Roger C. Marquardt & Co., Incorporated	311 S. County Farm Road, Wheaton, Illinois 60187	Lobbyist

Name	Cost/Fees/Compensation/Reimbursements
Raucci & Sullivan Strategies, LLC	\$50,000
Roger C. Marquardt & Co., Incorporated	\$90,000

STEP 4

PROHIBITED CONFLICTS OF INTEREST

Step 4 must be completed for each person disclosed in Step 2, Option A and for Individuals and sole proprietors identified in Step 1, Options 7 and 8 above.

Please provide the name of the person for which responses are provided in Step 6.

1. Do you yourself hold, or are you the spouse or minor child of a person who holds an elective office in the State of Illinois or a seat in the General Assembly? ☐ Yes ☐ No
2. Are you appointed or employed (to the following), or are you the spouse, or minor child of a person who has been appointed to or employed in any offices or agencies of State government and receives compensation for such employment in excess of 60% (\$123,420.00) of the salary of the Governor? ☐ Yes ☐ No
3. Are you an officer or employee (of the following) or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☐ No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☐ No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, or are you the spouse, or minor child of a person who receive from the Vendor more than 7.5% of the Vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$205,700.00)? ☐ Yes ☐ No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$411,400.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? ☐ Yes ☐ No

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

Step 5 must be completed for each person disclosed in Step 2, Option A and for Individuals and sole proprietors identified in Step 1, Options 7 and 8 above.

Please provide the name of the person for which responses are provided in Step 6.

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No

3.	Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.	Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.	Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.	Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.	Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.	Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.	Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or re-election committee registered with the Secretary of State or any county Clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?	<input type="checkbox"/> Yes <input type="checkbox"/> No

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

If you answered "Yes" in Step 4 or 5 (1-10), please provide a detailed explanation that includes, but is not limited to the information detailed in the key below. Please include an attachment, if necessary, with requested information in a format substantially similar to the format below; please reference Step 6, number SUB 17.

- A. Name (of person identified in affirmative responses to questions in step 4 or 5)
- B. Relationship to Contractor
- C. Position/Title or Elected/Appointed Office
- D. State Agency or Organization
- E. Start/End dates of employment or elected/appointed term
- F. Salary/Compensation
- G. Date Compensation Began
- H. DCFS Contract # (if applicable)

The below explanations A-H are provided for Step _____ (indicate 4 or 5), Question _____ (Specify which Step 4 or 5 question (1-10) is explained below. Mark n/a if necessary.)	
A.	
B.	
C.	
D.	
E.	
F.	
G.	
H.	

STEP 7

DISCLOSURE OF CURRENT AND PENDING CONTRACTS

Do you or your Affiliates have any contracts, pending contracts, bids, proposals, or other ongoing procurement relationships with or receive any other funding from units of State of Illinois government or other governmental entities?

Yes ☒ No ☐

If "Yes", please specify below. Vendors must disclose all other public funding that they or their Affiliates receive. Affiliates are business concerns, organizations, or individuals that control each other or that are controlled by a common third party. Please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship with or the actual or anticipated receipt of any other funding from units of State of Illinois government or other governmental entities by showing awarding government entity name and other descriptive information including the project title, value, and contract reference, purchase order, or bid number. Vendor agrees to systematically and accurately track, and properly allocate, all funding received and monies billed by Vendor and its Affiliates under this Contract and under contracts with other governmental entities. Attach an additional page in the same format as provided below, if necessary; please reference Step 7, page number SUB 18.

Awarding Government Entity	Project Title	Status	Value	Contract # Reference/P.O./Illinois Procurement Bulletin #
See attached				

Please explain the procurement relationship if other than contract, purchase order, or bid:

Step 7 - Disclosure of Current and Pending Contracts

Awarding Government Entity

Administrative Office of the Illinois Courts
 Administrative Office of the Illinois Courts (Illinois Supreme Court - Access to Justice Commission)
 IL Criminal Justice Information Authority (ICJIA)
 IL Criminal Justice Information Authority (ICJIA)
 IL Criminal Justice Information Authority (ICJIA)

IL Criminal Justice Information Authority (ICJIA)
 IL Criminal Justice Information Authority (ICJIA)
 IL Department on Aging
 IL Dept of Children and Family Services
 IL Dept of Children and Family Services

IL Dept of Commerce & Economic Opportunity
 IL Dept of Commerce & Economic Opportunity
 IL Dept of Commerce & Economic Opportunity
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 IL Dept of Commerce & Economic Opportunity
 IL Dept of Commerce & Economic Opportunity
 IL Dept of Commerce & Economic Opportunity
 IL Dept of Healthcare & Family Services

IL Dept of Healthcare & Family Services
 IL Dept of Human Services
 IL Dept of Human Services

IL Dept of Human Services
 IL Dept of Human Services
 IL Dept of Human Services
 IL Dept of Public Health
 IL Dept of Public Health
 IL Dept of Public Health
 IL Dept of Transportation
 IL Dept of Transportation
 IL Dept of Transportation
 IL Dept of Transportation
 IL Emergency Management Agency
 IL Emergency Management Agency
 IL Emergency Management Agency
 IL Environmental Protection Agency
 IL Environmental Protection Agency
 IL Office of the Attorney General
 IL State Board of Elections
 IL State Board of Elections

Illinois Court Technology Modernization Program PY24
 Access to Justice Improvement Grant PY24
 Family Violence Coordinating Council Grants SFY24
 Victims of Crime Act-Child Advocacy Center Services Program Grant PY24 (VOCA)
 Adult Redeploy Illinois Program Grant PY24

National Forensic Science Improvement Program Grant PY22 (Coverdell)
 Comprehensive Law Enforcement Response to Drugs Grant PY24
 Aging Case Coordination Unit PY24
 DCFS Children's Advocacy Center Grant PY 2024 (year 3, 2022)
 DCFS Children's Advocacy Center Grant PY24

Workforce Innovation and Opportunity Act (WIOA) Grant PY22
 LHeap Energy Assistance HHS Grant FY23
 LHeap Energy Assistance HHS Grant Supplemental FY23 (LHEAP)
 Weatherization Department of Energy (Bipartisan Infrastructure Law) Grant FY23
 WIOA Statewide Rapid Response IE (PY21)
 IL Home Weatherization Assistance Program Grant FY24 HHS
 Weatherization State Supplemental Grant FY24
 WIOA Apprenticeship Expansion Grant PY23

Workforce Innovation and Opportunity Act (WIOA) Grant PY23
 Weatherization Department of Energy (DOE) Grant FY24
 LHeap Energy Assistance STATE Supplemental Grant FY24
 LHeap Energy Assistance HHS Grant FY24
 Community Services Block Grant FY24
 Wastewater Treatment Plant Electrical Improvements FY22
 State and Local Workforce Area Grants PY24
 Workforce Services Grant for Low-Moderate Income Individuals including Immigrants, Migrants, and Refugees PY24
 Rebuild Illinois - Timberlake Drainage Improvements PY24
 Child Support Enforcement-Title IV-D Program SFY21-25

Access and Visitation Grant PY24 - Child Support Enforcement
 Supportive Housing Program Grant PY24 (SHP)
 Donated Funds Initiative Program Grant FY2024 - Title XX
 Homeless Prevention Program Grant PY24 (HP)
 Rapid Re-Housing PY24
 Tobacco Enforcement Program Grant FY24
 Coroner's Certificate Fee Grant FY22
 211 Illinois Program Grant PY24
 211 Illinois Department of Public Health Grant PY24
 Congestion Mitigation Air Quality Improvement Program FY2020-2024
 Congestion Mitigation Air Quality Improvement Program FY2020-2024
 Sustained Traffic Enforcement Program FY24 (STEP)
 Unified Work Program (UWP) PY25
 Fiscal Year 2022 Pre-Disaster Mitigation Grant Program (BRIC) - St. Joseph's Creek
 Hazard Mitigation Grant Program FY22
 Emergency Management Performance Grant FFY23
 Section 319(h)-Nonpoint Source Pollution Control Grant
 Illinois Environmental Protection Agency PY21 Section 604b-Water Quality Management Planning Grant
 Violent Crime Victims Assistance Program Grant FY24 (VCVA)
 Illinois Voter Registration System Grant FY24
 HAVA Polling Place Accessibility Grant PY24

Contract #	Value	
TM24-082	\$ 346,905.65	
ATJL-PY24	\$ 13,000.00	
322418	\$ 38,300.00	
221203	\$ 67,740.00	
182401	\$ 450,514.85	
722503	\$ 178,733.00	
421021	\$ 150,000.00	
24-703F & 24-703S, 24-703	\$ 7,041,450.00	
1351299012	\$ 67,425.00	
3871779014	\$ 328,278.11	
22-681006	\$ 5,047,690.00	
23-224028	\$ 3,718,038.00	
23-274028	\$ 1,949,787.00	
23-461028	\$ 1,074,096.00	
21-651006	\$ 500,000.00	
23-221028	\$ 815,022.00	
24-251028	\$ 368,553.00	
23-112006	\$ 125,000.00	
23-681006	\$ 5,151,280.00	
23-401028	\$ 595,551.00	
24-254028	\$ 5,828,383.00	
24-224028	\$ 2,948,471.00	
24-231028	\$ 1,196,614.00	
24-413017	\$ 10,200,000.00	
24-071006	\$ 65,164.37	
24-072006	\$ 177,099.00	
22-203688	\$ 200,000.00	
2021-55-013-IGA	\$ 6,491,509.00	
2021-55-024-004-B	\$ 102,000.00	
FCSC00352	\$ 137,747.00	
FCSCJ00210	\$ 77,339.00	
FCSC00172	\$ 343,204.00	
FCSC00168	\$ 82,920.00	
43CC203636	\$ 6,993.00	
2270038J	\$ 5,130.00	
211ILJN0524	\$ 98,000.00	
211IDPH24	\$ 102,500.00	
IDH CFF08-19-0022	\$ 6,600,560.00	
IDH CFF08-19-0025	\$ 6,035,192.00	
HS-24-0193-0402	\$ 38,026.88	
na	\$ 100,000.00	
EMC-2022-PD-0003	\$ 915,000.00	
FEMA-4489-DR-IL (HMGP 07-P)	\$ 83,040.00	
23EMADUPA	\$ 160,204.95	
3192207	\$ 547,398.00	
6042102	\$ 125,600.00	
24-0620	\$ 35,000.00	
na	\$ 150,166.00	
na	\$ 654,660.55	

STEP 8

POTENTIAL CONFLICTS OF INTEREST FOR RELATED PARTY TRANSACTIONS

NOTE: For purposes of Steps 8 and Step 9 of this Contract, **Key Management Staff** is defined to include the top three highest paid staff funded under this Contract and the top persons managerially responsible for the services under this Contract.

Does any Key Management Staff receive compensation or payment in any form from another organization?
☐ Yes ☒ No

If so, name the employee and the other organization, the position held, the amount of annual compensation or type of payment, and the date when the employee began receiving such compensation or payment. Please include an attachment, if necessary, with requested information in a format substantially similar to the format below; please reference Step 8, page number SUB 19.

Name of Staff,	Other Organization	Position Held and Work Hours, (Time of day/total hours per week)	Annual Compensation and Date of Hire at Other Organization

Does any Key Management Staff, Officer, Board Member, owner or majority stockholder (or members of their immediate families, i.e., spouse, father, mother, son, or daughter):

- A) Hold an ownership interest in an organization that leases, subcontracts, or provides services or materials to you paid in whole or in part from funds generated by this Contract? ☐ Yes ☒ No
- B) Serve as an executive officer or board member of an organization that subcontracts or provides services or materials to you paid in whole or in part from funds generated by this Contract? ☐ Yes ☒ No
- C) Serve as an employee of an organization that subcontracts or provides services or materials and part of his/her job duties include performing services related to the subcontract or the provision of services or materials to the organization for which he/she is a board member. ☐ Yes ☒ No

If you answered yes to A, B, or C above, disclose the name of the individual(s), the organization(s), the nature of the lease(s), materials, services or subcontract(s). Please include an attachment, if necessary, with requested information in a format substantially similar to the format below; please reference Step 8, page number SUB 19.

Name of Staff, Board Member, Owner or Stockholder	Organization Leasing, Contracting, Providing Services or Materials	Nature of Lease, Services, Material or Subcontract

STEP 9
POTENTIAL CONFLICTS OF INTEREST RELATING TO
DEBARMENT & LEGAL PROCEEDINGS

Please provide the name of the person or entity for which responses are provided:

Name: County of DuPage

1. Has any Key Management Staff or the Contracting Entity been debarred or suspended, or otherwise excluded or ineligible from participation in federal assistance programs or under other statutory or regulatory compliance requirements from contracting with any governmental entity? ☐ Yes ☒ No
2. Have any Key Management Staff had adverse action taken in relation to a professional license? ☐ Yes ☒ No
3. Has the Contracting Entity had any bankruptcies? ☐ Yes ☒ No
4. Has the Contracting Entity had any adverse civil judgments and administrative findings? ☐ Yes ☒ No
5. Has the Contracting Entity or any Key Management Staff had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, entity, and position title of each individual. Please include an attachment, if necessary, with requested information in a format substantially similar to the format below; please reference Step 9, page number SUB 20.

Name	Position	Organization	Nature of Proceedings	Date of Proceedings

STEP 10
SIGN THE DISCLOSURE

This disclosure is signed, and made under penalty of perjury, by an authorized officer or employee on behalf of the bidder offeror/Vendor or Subcontractor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: County of DuPage

Signature: Signature on file

Date: 5/23/2024

Printed Name: Robert Berlin

Title: DuPage County State's Attorney

Phone Number: 630-407-8000

Email Address: robert.berlin@dupagecounty.gov



Finance Resolution

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

File #: FI-R-0114-24

Agenda Date: 7/2/2024

Agenda #: 9.C.

ACCEPTANCE AND APPROPRIATION
OF THE VICTIMS OF CRIME ACT
CHILD ADVOCACY CENTER SERVICES PROGRAM GRANT PY25
AGREEMENT NO. 222003
COMPANY 5000 - ACCOUNTING UNIT 6600
\$67,740

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

WHEREAS, the County of DuPage, on behalf of the DuPage County Children's Advocacy Center and under the direction of the DuPage County State's Attorney's Office, has been notified by the Children's Advocacy Centers of Illinois that grant funds in the amount of \$67,740 (SIXTY-SEVEN THOUSAND, SEVEN HUNDRED FORTY AND NO/100 DOLLARS) are available to be used for the express purpose of the Victims of Crime Act - Child Advocacy Center Services Program; and

WHEREAS, to receive said grant funds, the County of DuPage, on behalf of the DuPage County State's Attorney's Office, must enter into Agreement No. 222003 with the Children's Advocacy Centers of Illinois, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

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

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

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

WHEREAS, the DuPage County Board finds that the need to appropriate said 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 Agreement No. 222003 (ATTACHMENT II) between the DuPage County, on behalf of the DuPage County Children's Advocacy Center and under the direction of the DuPage County State's Attorney Office, and the Children's Advocacy Centers of Illinois is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$67,740 (SIXTY-SEVEN THOUSAND, SEVEN HUNDRED FORTY AND NO/100 DOLLARS) be made to establish the Victims of Crime Act-Child Advocacy Center Services Program Grant PY25, Company 5000 - Accounting Unit 6600, for the period July 1, 2024 through June 30, 2025; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Executive Director of the Jeanine Nicarico Children's Advocacy Center is approved as the County's Authorized Representative; and

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

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

Enacted and approved this 9th day of July, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ACCEPTANCE AND APPROPRIATION
TO ESTABLISH THE VICTIMS OF CRIME ACT -
CHILD ADVOCACY CENTER SERVICES PROGRAM GRANT PY25
AGREEMENT NO. 222003
COMPANY 5000 – ACCOUNTING UNIT 6600
\$67,740

REVENUE

41000-0004 - Federal Operating Grant - DOJ \$ 67,740

TOTAL ANTICIPATED REVENUE \$ 67,740

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries \$ 67,740

TOTAL PERSONNEL \$ 67,740

TOTAL ADDITIONAL APPROPRIATION \$ 67,740



**GRANT AGREEMENT
BETWEEN
Children's Advocacy Centers of Illinois
AND
Dupage/Jeanie Nicairco**

The parties to this Grant Agreement (Agreement) are **Children's Advocacy Centers of Illinois** (Grantor) and **Dupage/Jeanie Nicairco** (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

Monthly Fiscal Reports are due on the 10th of every month. If extension is not requested and approved the report will be considered late. If more than 3 reports are considered late, grantee will be issued a corrective action.

Fiscal Reports and Monthly Payment Requests must be submitted on AmpliFund.

PART THREE – Project-Specific Terms

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

Children's Advocacy Centers of Illinois

Dupage/Jeanie Nicairco

Signature on file

By: _____

Kim Mangiaracino, Executive Director

By: _____

Designee, Amy Apostol, Chief Operating Officer

Date: _____

Printed Name: Amy Apostol

Printed Title: Chief Operating Officer

Designee

By: _____

Signature of Authorized Representative

Date: 6/20/2024

Printed Name: Catherine Hundley

Printed Title: Director

E-mail: catherine.hundley@dupagecounty.gov

By: _____

Kathy L Murphy, VOCA Grant Manager

Date: _____

Printed Name: Kathy L Murphy

Printed Title: _____

Second Grantor Approver

By: _____

Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

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

I.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

II.1. Term. This Agreement is effective on July 1st, 2024, and expires on June 30th, 2025 (the Term), unless terminated pursuant to this Agreement.

II.2. Amount of Agreement. Grant Funds must not exceed \$ 67,740.00, of which \$ 67,740.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

II.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**):

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is 15POVC-22-GG-00740-ASSI, the federal awarding agency is U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime, and the Federal Award date is September 16, 2022. If applicable, the Assistance Listing Program Title is Crime Victim Assistance and Assistance Listing Number is 16.575. The Catalog of State Financial Assistance (CSFA) Number is 546-00-1745 and the CSFA Name is Victims of Crime Act (VOCA).

ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

III.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.

III.2. Tax Identification Certification. Grantee certifies that: 36-6006551 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- | | |
|---|--|
| <input type="checkbox"/> Individual
<input type="checkbox"/> Sole Proprietorship
<input type="checkbox"/> Partnership
<input type="checkbox"/> Corporation (includes Not For Profit)
<input type="checkbox"/> Medical Corporation
<input checked="" type="checkbox"/> Governmental Unit
<input type="checkbox"/> Estate or Trust | <input type="checkbox"/> Pharmacy-Non-Corporate
<input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp.
<input checked="" type="checkbox"/> Tax Exempt
<input type="checkbox"/> Limited Liability Company (select applicable tax classification)
<div style="margin-left: 20px;"> <input type="checkbox"/> P = partnership
 <input type="checkbox"/> C = corporation </div> |
|---|--|

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.

III.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 III. 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).

III.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.

III.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

IV.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.

IV.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.

IV.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**.

IV.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.

IV.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.

IV.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.

IV.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).

IV.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.

IV.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

V.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).

V.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.

V.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

VI.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.

VI.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.

VI.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

VII.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.

VII.2. Indirect Cost Rate Submission.

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

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

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

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

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

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

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

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation

regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate 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).

VII.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.

VII.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.

VII.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.

VII.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).

VII.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

VIII.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.

VIII.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.

VIII.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.

VIII.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.

VIII.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.

VIII.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

IX.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.

IX.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.

IX.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.

IX.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

X.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**.

X.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.

X.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

XI.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.

XI.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).

XI.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

XII.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.

XII.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.

XII.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.

XII.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.

XII.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.

XII.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

XIII.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.

XIII.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.

XIII.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.

XIII.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.

XIII.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.

XIII.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

XIV.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.

XIV.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).

XIV.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

XV.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).

XV.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.

XV.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.

XV.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

XVI.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

XVII.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.

XVII.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.

XVII.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

XVIII.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.

XVIII.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.

XVIII.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.

XVIII.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.

XVIII.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

XIX.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.

XIX.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

XX.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.

XX.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

XXI.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.

XXI.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

XXII.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.

XXII.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.

XXII.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.

XXII.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.

XXII.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

XXII.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.

XXII.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.

XXII.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.

XXII.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).

XXII.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this

Children's Advocacy Center of Illinois
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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.

XXII.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.

XXII.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.

XXII.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.

XXII.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.

XXII.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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A
PROJECT DESCRIPTION

The project has been implemented and the VOCA funds will be utilized to continue partially funding one (1) case manager who provides victim services and referrals to child victims of sexual and severe physical abuse as well as their non-offending family members. The Case Managers work together in teams providing criminal justice support/advocacy; personal, medical and emergency legal advocacy; information, referrals and follow-up contact. Generally, the case management duties include conducting service needs assessments, following up and assessing client progress and modifying service plans to accommodate changes. A case manager is assigned to each team and becomes involved in the case from intake.

The DuPage County Children's Advocacy Center interacts with the YWCA as well as other counselors in the community by informing the victims of the counseling services they provide to help the victims and their non-offending families through these difficult times. The Center also interacts with Edward Hospital by having them perform specialized exams of the victims when needed. The doctors and nurses at Edward Hospital are trained to provide a caring environment which puts the victims a little more at ease with these types of examinations.

Normal hours of operation are Monday through Friday, 8:00 a.m. to 4:30 p.m. In addition, investigators are on call 24 hours a day, 365 days a year. The Center investigators and Case Managers will also adjust their working hours to accommodate the needs of a victim's families' schedules.

There are several ways victims and their non-offending families are made aware of the Crime Victim's Compensation Program. Every non-offending family that comes to the Children's Center is given a Crime Victim's Compensation Program application and pamphlet. The application and pamphlet are also available in the waiting room of the Children's Center. When a case manager attends a specialized medical exam with the families at Edward Hospital, they are also given Crime Victim's Compensation Program information. Many of the counselors to whom the case managers refer the families also give Crime Victim's Compensation Program information for counseling reimbursement.

The DuPage CAC's facility is large enough to safely accommodate the clientele and is handicapped accessible. The facility contains sufficient equipment and furniture to provide the services offered.

Due to the sensitive nature of the investigations, the Center does not use volunteers. All investigators and staff are employees of the DuPage State's Attorney's office and are subject to a criminal background check and fingerprinting at hiring.

Staff training is given a high priority at the Center and every effort is made to provide training to staff on a regular basis, to update and improve skills and to keep current on best practices and research in the field of child abuse investigation, prosecution and treatment. Funds for training are available through the DuPage County State's Attorney's Office as well as the Friends of DuPage County Children's Advocacy Center. Training will be identified as it becomes available and determined relevant to the tasks of the case manager

EXHIBIT B

DELIVERABLES OR MILESTONES

Task	Staff Position Responsible	Date Due
Monthly VOCA PFR Both Excel Workbook and Signed PDF	Robin Bolton, Finance Manager Supervised by : Robert Lyons, Chief of Administration	10 th of every Month
Quarterly Data Reports: Data, Progress, and Time Keeping Documents	Mary Olmstead, Admin. Asst. Supervised by: Catherine Hundley Director	October 10 th , 2024 January 10 th , 2025 April 10 th , 2025 July 10 th , 2025
Subgrant Award Report (SAR)	Robin Bolton, Finance Manager Supervised by : Robert Lyons, Chief of Administration	Monitor will reach out to collect
Civil Rights Training	All program staff that have the possibility of interacting with clients or victims	Within the first quarter of the grant period
Final Reports: Final PFR, Final Progress Report, and Property Inventory Report	Mary Olmstead, Admin. Asst. Supervised by: Catherine Hundley, Director Robin Bolton, Finance Manager Supervised by: Robert Lyons, Chief of Administration	July 12 th , 2025

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

Children's Advocacy Centers of Illinois

Name: Kathy Murphy

Title: VOCA Grant Manager

Address: 400 South Ninth Street, Suite 101, Springfield, Illinois 62701

Phone: 217-414-3537

E-mail Address: kathy@cacionline.org

Dupage/Jeanie Nicairco

Name: Catherine Hundley

Title: Director

Address: 422 N. County Farm Road, Wheaton, IL 60187

Phone: 630-47-2733

E-mail Address: catherine.hundley@dupagecounty.gov

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: _____

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Jayonna Craig

Title: VOCA Program Grant Monitor

Address: 400 South Ninth Street, Suite 101, Springfield, Illinois 62701

Phone: 217-707-0023

TTY#: _____

E-mail Address: jayonna@cacionline.org

GRANTEE CONTACT

Name: Catherine Hundley

Title: Director

Address: 422 N. County Farm Road, Wheaton, IL 60187

Phone: 630-407-2733

TTY #: _____

E-mail Address: catherine.hundley@dupagecounty.gov

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

<u>Service Objectives</u> Provide the following services to victims of crime:	<u>Performance Indicators</u>
# <u>500</u> clients will receive Criminal Justice Advocacy.	# of clients provided with Criminal Justice Advocacy
# <u>35</u> clients will receive Medical Advocacy.	# of clients provided with Medical Advocacy
# <u>20</u> clients will receive Other Advocacy.	# of clients provided with Other Advocacy
# <u>300</u> clients will receive Case Coordination services.	# of clients provided with Case Coordination services
# <u>500</u> clients will receive Case Management services.	# of clients provided with Case Management services
# <u> </u> clients will receive Family Counseling.	# of clients provided with Family Counseling
# <u> </u> clients will receive Group Counseling.	# of clients provided with Group Counseling
# <u>300</u> clients will receive In-Person Counseling.	# of clients provided with In-Person Counseling
# <u>300</u> clients will receive Crime Victims Compensation assistance.	# of clients provided with Crime Victims Compensation assistance
# <u>200</u> clients will receive Crisis Intervention (in- person).	# of clients provided with Crisis Intervention (in- person)
# <u>350</u> clients will receive Mental Health services.	# of clients provided with Mental Health services
# <u>200</u> clients will receive Phone Counseling/Crisis Intervention.	# of clients provided with Phone Counseling/Crisis Intervention
# <u>375</u> clients will receive Referral services.	# of clients provided with Referral services
# <u>N/A</u> clients will receive Transportation.	# of clients provided with Transportation
# <u>200</u> clients will receive a Victim Sensitive Interview (VSI).	# of clients provided with a Victim Sensitive Interview (VSI)
# <u>200</u> clients will receive VSI Coordination assistance.	# of clients provided with VSI Coordination assistance
# <u>N/A</u> clients will receive Relocation Services.	# of clients provided with Relocation Services

# <u>100</u> clients will receive Language/Interpreter Services.	# of clients provided with Language/Interpreter Services
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EXHIBIT E

SPECIFIC CONDITIONS

1. 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.
2. [List all specific conditions from the Risk Assessment. Leave blank, if none.]
3. [List all specific conditions from merit based review and grantee's Internal Controls Questionnaire (FY' 23 ICQ). Leave blank, if none.]
4. If Grantee has a Cognizant Agency, Grantee agrees to comply with all of the terms and conditions required by the Cognizant Agency as a result of Grantee's Internal Controls Questionnaire.

PART TWO –GRANTOR-SPECIFIC TERMS

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

23. Definitions

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

24. Mandatory Attendance. Grantee shall attend meetings as required by Grantor.

25. Commencement of Performance.

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

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

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

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

27. Reporting and Evaluation Requirements.

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

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

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

<u>Quarter End Date</u>	<u>Due Date</u>
September 30	October 10

December 31	January 10
March 31	April 10
June 30	July 10

28. Timekeeping.

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

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

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

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

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

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

30. Failure to File in a Timely Fashion.

30.1. In order to preclude the possibility of lapsing of funding, Grantor requires the timely filing of all required reports. Reports shall include but are not limited to, monthly fiscal reports, quarterly progress reports and all reports included in the closeout materials. The final date for submission for all of the closeout material reports is 30 days after the end of the grant period.

30.2. Failure to meet the reporting dates established for the particular reports shall result in the "freezing" of all funds,

in addition to any other remedy stated in this Agreement. The frozen funds shall not be limited to a particular grant that is delinquent, but all grant funds that Grantee has with Grantor shall be frozen. Funds will be released following the completion of all the reporting requirements.

30.3 Failure to meet the reporting dates may also result in Grantee being placed on the Illinois Stop Payment List. Grantee will be removed from the Illinois Stop Payment List once past due reports are submitted to Grantor.

31. Procurement Requirements and Requests for Proposals.

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

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

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

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

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

32. Subcontracting.

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

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

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

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

33. Subawards.

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

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

33.3 Grantee will require all subawards to submit, at a minimum, periodic performance reports and periodic financial reports to Grantee.

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

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

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

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

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

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

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

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

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

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

34. Food Costs. Grantee agrees to act in accordance with Grantor's food policy for any food costs paid in whole or in part by funds under this agreement. Grantees must maintain records of actual food costs and how the food supported its program. For events, grantees must maintain records of the event, including receipts for food and other costs and the number of program participants. For emergency food provisions, grantees must maintain records of both the cost of the food provided and the program participant who received it.
35. Transportation Costs. Grantee must utilize a tracking system for any transportation costs funded by this agreement. At minimum, the tracking system must track the purpose of each trip and the cost per trip. Grantee shall submit a description of the tracking system to Grantor prior to incurring any transportation costs.
36. Copyrights and Patents.
- 36.1. If this Agreement results in a copyright, the Grantor reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this Agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- 36.2. If this agreement results in the production of patentable items, patent rights, processes, or inventions, Grantee shall immediately notify Grantor. Grantor will provide Grantee with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered to protect the public interest, in accordance with guidelines.
37. Management and Disposition of Equipment and Commodities.
- 37.1. Equipment and supplies acquired by Grantor with Grantor funds shall be used for purposes of the program described in the exhibits only. Grantee may retain the equipment and supplies acquired with grant funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by Grantor grant funds, but such determinations as to retention are within the sole discretion of Grantor. If the equipment or supplies originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced, or there is no longer a need for the equipment or supplies, Grantee shall request instructions from Grantor.
- 37.2. Grantor may deny equipment and supply costs or require that Grantee relinquish already purchased equipment and supplies to Grantor if Grantee fails to employ an adequate property management system governing the use, protection, and management of such property. Grantee is responsible for replacing or repairing equipment and supplies that are willfully or negligently lost, stolen, damaged or destroyed. Grantee shall provide equivalent insurance coverage for grant funded equipment and supplies as provided for other equipment and supplies owned by Grantee. Any loss, damage or theft of equipment and supplies shall be investigated and fully documented, and immediately reported to Grantor.
- 37.3. Equipment purchased using Grantor funds shall be made available for inspection during site visits, and upon request of Grantor as part of its grant monitoring and oversight responsibilities.

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

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

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

39. Separate Revenue and Expenditure Accounts. Grantee must have an accounting system that meets the following requirements:

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

40. Publications.

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

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

activities only, newsletters and issue analyses.

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

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

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

40.5. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal grant funds, Grantee shall clearly state (1) the percentage of the total cost of the program or project which will be funded under this agreement, and (2) the dollar amount of funding for the project or program in addition to the statement required in 42.4.

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

41. Reporting Grant Irregularities.

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

41.2. Grantee shall inform any sub-recipient of Grantor's grant funds that the sub-recipient is similarly obligated to report irregularities.

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

41.4. In addition, Grantor, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law

enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

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

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

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

And ICJIA at:

Illinois Criminal Justice Information Authority
Attn: Office of General Counsel
60 E. Van Buren Street, Ste 650
Chicago, IL 60605
CJA.OCReport@Illinois.gov

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

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

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

And ICJIA at:

Illinois Criminal Justice Information Authority
Attn: Office of General Counsel
60 E. Van Buren Street, Ste 650
Chicago, IL 60605
CJA.OCReport@illinois.gov

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

authorized to receive such information.

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

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

48. Project Monitoring and Evaluation.

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

48.2. Grantor Evaluation: As required by Grantor, Grantee agrees to cooperate with Grantor's evaluation of the grant project, conducted either by Grantor or external parties.

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

49. Confidentiality of Records. Grantee agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation without written consent from Grantor. Grantee shall notify Grantor within three (3) business days of any such request.

50. Tax Liabilities: State Agency Delinquencies. Grantee is required to file of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.

51. Compliance. Grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and Grantor in the performance of this Agreement.

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PART THREE –PROJECT-SPECIFIC TERMS

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

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

53. **Applicability of Part 200 Uniform Requirements.**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this Agreement.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the Grantee (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the Grantee (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by Grantor that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the grantee is to contact ICJIA promptly for clarification.

54. **Requirement to report actual or imminent breach of personally identifiable information (PII).** Grantee (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to Grantor no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

55. **Safe policing and law enforcement subrecipients.** If this award is a discretionary award, Grantee agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

56. Effect of failure to address audit issues. Grantee understands and agrees that Grantor may withhold award funds, or may impose other related requirements, if (as determined by Grantor) the Grantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

57. Requirements of the award; remedies for non-compliance or for materially false statements.

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the Grantee that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the Grantee, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in Grantor taking appropriate action with respect to the recipient and the award. Among other things, the Grantor may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

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

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

58. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination.

- 58.1 28 C.F.R. Part 38: The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to grantee and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

- 58.2 28 C.F.R. Part 42: The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.
- 58.3 28 C.F.R. Part 54: The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

59. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees).

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

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

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

60. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events. The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

61. Requirement for data on performance and effectiveness under the award. The Grantee must collect and

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

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

63. Determination of suitability to interact with participating minors. This condition applies to this award if it is indicated that a purpose of some or all of the activities to be carried out under the award (whether by the Grantee, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

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

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

64. Compliance with DOJ Grants Financial Guide. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The Grantee agrees to comply with the DOJ Grants Financial Guide.

65. Encouragement of policies to ban text messaging while driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), Grantor encourages Grantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

66. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021). The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

67. Employment eligibility verification for hiring under the Agreement.

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

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

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

(1) this award requirement for verification of employment eligibility, and

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

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

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

67.2. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

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

67.4. Rules of construction

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

B. Employment eligibility confirmation with E-Verify. For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the Grantee (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

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

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

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any Grantee, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

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

Questions about the meaning or scope of this condition should be directed to Grantor, before award acceptance. Should a question arise as to whether a particular use of federal funds by Grantee (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the Grantee is to contact Grantor for guidance, and may not proceed without the express prior written approval of Grantor.

68. Restrictions and certifications regarding non-disclosure agreements and related matters. No grantee or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

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

68.1. In accepting this award, the Grantee--

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

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

agency.

2. If the Grantee does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

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

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

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

69. Reclassification of various statutory provisions to a new Title 34 of the United States Code. On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this Agreement to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

70. OJP Training Guiding Principles. Any training or training materials that the Grantee -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

71. All subawards ("subgrants") must have specific federal authorization. The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

72. Requirements related to System for Award Management and Universal Identifier Requirements.

Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The details of the Grantee's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

73. Restrictions on "lobbying".

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

Another federal law generally prohibits federal funds awarded by OJP from being used by the Grantee, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by the Grantee (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact Grantor for guidance, and may not proceed without the express prior written approval of Grantor.

74. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000.

Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at

<https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

75. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and Grantor authority to terminate award).

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

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

76. Requirement to report potentially duplicative funding.

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

77. Reporting potential fraud, waste, and abuse, and similar misconduct.

The Grantee, and any subrecipients ("subgrantees") at any tier, must promptly refer to the Grantor any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

78. VOCA Requirements.

The Grantee assures that Grantee and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the Grantee certifies that funds under this award will not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), or for administering the state victim assistance program, 34 U.S.C. 20110(h); and

79. FFATA reporting: Subawards and executive compensation.

Grantee must comply with applicable requirements to report the names and total compensation of the five most highly compensated executives of the Grantee. The details of obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

80. The recipient agrees that it will submit quarterly financial status reports to Grantor, no later than the deadlines set out this Agreement. Delinquent reports may lead to funds being frozen and other remedies.

81. Discrimination Findings. The Grantee assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against the Grantee, the Grantee will forward a copy of the findings to Grantor.

82. Grantee integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings.

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

The details of Grantee obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

83. The Grantee agrees to promptly provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements. The Grantee understands that it will be subject to additional financial and programmatic in-depth or on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring. The Grantee agrees to develop or maintain effective internal controls to manage this award (see 2 C.F.R. 200.303) and effective financial management policies and procedures to manage this award (see 2 C.F.R. 200.302).

84. Match.

84.1. Per 34 U.S.C. § 20103(a)(7) and (8), grant funds awarded under this Agreement are not subject to match. If Grantee elects to include match in the total program costs, then match is subject to the following requirements.

84.2. Grantee certifies that it (a) meets the requirements of this agreement and (b) has at least 20

percent of its support (including in-kind contributions) from sources other than federal funds for the program described in the attached exhibits. Therefore, one dollar in cash or in-kind match is required for each four dollars of federal funding received.

84.3. Failure of Grantee to apply non-federal financial support to the program described in the attached exhibits in the amount of at least 20 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, Grantee shall apply non-federal financial support to the program, as described in the Budget.

84.4. Grantee shall maintain records that clearly show the source and amount of the program match amount, and the period of time for which such contributions were allocated. The basis for determining the value of personal services, materials, equipment, and space and facilities shall be documented. Volunteer services shall be substantiated by the same methods used by the Grantee for its paid employees. The value of volunteer services must be consistent with the rate of compensation (which may include fringe benefits) paid for similar work in the program, but if the similar work is not performed in the program, the rate of compensation shall be consistent with the rate found in the labor market in which the program competes.

85. Program Description, Budget, Exhibits, and Amendments.

85.1. Grantee agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as the attached exhibits and the Budget attached and incorporated.

85.2. The documents appended are made a part of this agreement, as exhibits and amendments as the case may be. Any amendment to this agreement must be signed by the parties to be effective. Grantee shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits and amendments.

86. High-Risk Grantees. Grantee agrees to comply with any additional requirements that may be imposed by Grantor or OJP during the period of performance for this award, if Grantee is designated as "high-risk".

87. Background Checks/Youth Program.

87.1. Background checks are required for all program staff and volunteers who have direct contact with youth (under 18 years) before hiring or before working on the program. Grantee must have a written protocol on file requiring background checks for all such staff and volunteers, and maintain documentation of their completion and results. Background checks must include fingerprint-based background checks through the Illinois State Police.

87.2. Staff or volunteers with a record of the following offenses will automatically be excluded from having direct contact with youth: 1) any sex offense or 2) an offense in which the victim is, by statute, a youth, including but not limited to, child abuse and child endangerment. Staff or volunteers with a Class X felony for which the person has completed parole/supervised release within the past 5 years will automatically be excluded from having direct contact with youth, unless the program model or service provision relies on staff access or credibility with at-risk populations.

87.3. No waivers to this policy shall be granted.

88. Sub-granting.

88.1. Sub-Grantee Monitoring.

- a. Grantee will monitor sub-grantees to ensure compliance with State and/or Federal statutes, regulations, and the terms and conditions of the sub-award. Grantee will ensure that all sub-grantees comply with Grant Accountability and Transparency Act (30 ILCS 708/1 et al.) and 2 CFR 200 requirements.
- b. Sub-grantees are subject to site visits by both Grantee and Grantor, and must make available all fiscal, personnel, and programmatic data to Grantee and Grantor at either's request. Grantor reserves the right to conduct site visits of all sub-grantees.
- c. Grantee will require all sub-grantees to submit, at a minimum, quarterly data and fiscal reports to Grantee.
- d. As Grantee awards each sub-grant, Grantee will forward a site visit schedule to Grantor along with any increased monitoring provisions.
- e. Grantee shall submit all sub-grantee site visit reports resulting in corrective action along with verification of the completed corrective action to Grantor with its Close-Out report.

88.2. Grantee will select all sub-grantees based upon need, capacity, and quality, and must adhere to a competitive selection process as follows:

- For sub-awards of \$50,000 or less, the Grantee is encouraged to formally advertise the proposed sub-award through a Notice of Funding Opportunity (NOFO) or a Request for Proposals (RFP) process. If this is not possible, the Grantee must solicit quotes or bids from at least three sources.
- For sub-awards over \$50,000, the Grantee must formally advertise the proposed sub-award through a NOFO or a Request for Proposals (RFP) process.

If justification is pre-approved by Grantor, Grantee may enter into a sole source sub-grant.

88.3. Any sub-grant under this Agreement shall be specified by written contract, and shall be subject to all terms and conditions contained in this Agreement. If the use of a sub-grantee is approved by Grantor, the terms and conditions of this Agreement shall apply to and bind the party to whom such work is sub-granted as fully and completely as Grantee is bound and obligated. Grantee will ensure that all sub-grantees comply with the requirements to obtain a DUNS number and to register with SAM.gov, unless the sub-grantee is a sole proprietor.

88.4. Grantor reserves the right to deny a sub-grantee, impose additional conditions to the sub-grant, or reduce the amount of the sub-grant. Grantee shall submit to Grantor a copy of a sub-grantee's grant agreement and budget for Grantor approval. Approval of a sub-grantee does not relieve Grantee of its

obligation to assure performance under this Agreement.

88.5. Grantee shall be responsible for the recovery of any unspent and/or misspent grant funds paid to the sub-grantee by Grantee.

88.6. Grantor is not responsible for the performance, acts, or omissions of any sub-grantee.

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

89. Nondiscrimination.

89.1 Grantee certifies that it will not engage in any prohibited discrimination based on any race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, pregnancy, physical or mental disability, military status, sexual orientation, gender identity, or unfavorable discharge from military service. Grantee understands that federal and state statutes and regulations applicable to awards made by Grantor include civil rights and nondiscrimination requirements and Grantee certifies that it will abide by those requirements. Specifically, those requirements as found in:

- a. The applicable statutes pertaining to civil rights contained in section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102); and Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132;
- b. The applicable statutes pertaining to nondiscrimination contained in section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. The DOJ regulations on the Partnerships with Faith-Based and Other Neighborhood Organizations (Executive Order 13,559 and 28 C.F.R. pt. 38), DOJ Implementing Regulations as found in 28 C.F.R. pt. 42, 28 C.F.R. pt 35, 28 C.F.R. pt 31, and 28 C.F.R. pt 94;
- d. The Illinois Human Rights Act (775 ILCS 5), The Public Works Employment Discrimination Act (775 ILCS 10), The Illinois Environmental Barriers Act (410 ILCS 25); and
- e. Any other applicable Federal, State, or local civil rights or nondiscrimination laws.

89.2 Grantee certifies it shall comply with such guidance regarding civil rights matters as may be issued by Grantor and the United States Department of Justice, Office of Justice Programs, Office for Civil Rights. Grantee agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5)

89.3 National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964 and the Safe Streets Act, Grantee is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

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

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

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

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

89.8 Grantee shall provide notice to employees and beneficiaries regarding applicable civil rights laws and the procedure for filing a complaint with Grantor or appropriate federal and state agencies. Grantee shall promptly refer to Grantor, via their assigned Grant Monitor, any complaints of prohibited discrimination or harassment filed with Grantee regarding grant employees, beneficiaries, or potential beneficiaries. Grantee shall fully cooperate in any investigation regarding an allegation of prohibited discrimination.

89.9 Grantee shall complete a Civil Rights Compliance Questionnaire as required by Grantor.

89.10 Grantee will require subrecipients and subcontractors to comply with all applicable civil rights and nondiscrimination statutes and regulations

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Agreement No._____



Finance Resolution

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

File #: FI-R-0115-24

Agenda Date: 7/2/2024

Agenda #: 9.D.

ACCEPTANCE AND APPROPRIATION OF THE
ILLINOIS FAMILY VIOLENCE COORDINATING COUNCIL GRANT PY25
INTER-GOVERNMENTAL AGREEMENT NO. 322518
COMPANY 5000 - ACCOUNTING UNIT 6000
\$49,000

(Under the administrative direction of the
DuPage County 18th Judicial Circuit Court)

WHEREAS, the County of DuPage, through the DuPage County 18th Judicial Circuit Court, has been notified by the Illinois Criminal Justice Information Authority that grant funds in the amount of \$49,000 (FORTY-NINE THOUSAND AND NO/100 DOLLARS) are available to provide funding for the operation of violence prevention activities in DuPage County; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 322518 with the Illinois Criminal Justice Information Authority, a copy of which is attached to and incorporated as part of this resolution by reference (ATTACHMENT II); and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Inter-Governmental Agreement No. 322518 (ATTACHMENT II) between DuPage County and the Illinois Criminal Justice Information Authority is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$49,000 (FORTY-NINE THOUSAND AND NO/100 DOLLARS) be made to establish the Illinois Family Violence Coordinating Council Grant PY25, Company 5000 - Accounting Unit 6000, for the period of July 1, 2024 through June 30, 2025; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Chief Judge of DuPage County 18th Judicial Circuit Court is approved as the County's Authorized Representative; and

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

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

Enacted and approved this 9th day of July, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ACCEPTANCE AND APPROPRIATION TO ESTABLISH THE
ILLINOIS FAMILY VIOLENCE COORDINATING COUNCIL GRANT PY25
INTER-GOVERNMENTAL AGREEMENT NO. 322518
COMPANY 5000 – ACCOUNTING UNIT 6000
\$49,000

REVENUE

41400-0011 - State Operating Grant - ICJIA \$ 49,000

TOTAL ANTICIPATED REVENUE \$ 49,000

EXPENDITURES

COMMODITIES

52200-0000 - Operating Supplies & Materials \$ 61

TOTAL COMMODITIES \$ 61

CONTRACTUAL

53800-0000 - Printing \$ 2,180

53090-0000 - Other Professional Services 45,256

53500-0000 - Mileage Expense 429

53510-0000 - Travel Expense 174

53806-0000 - Software Licenses 900

TOTAL CONTRACTUAL \$ 48,939

TOTAL ADDITIONAL APPROPRIATION \$ 49,000

ATTACHMENT II

Agreement No. 322518



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
AND
DUPAGE, COUNTY OF**

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

PART ONE – The Uniform Terms

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

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

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

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY

DUPAGE, COUNTY OF

By: _____
Delrice Adams, Executive Director
Date: _____

DocuSigned by:
Signature on file
By: B06F1DF1B11C426
Deborah Conroy, Chair, DuPage County Board
Date: 6/20/2024 | 3:41:29 PM CDT

DocuSigned by:
Signature on file
By: F54D7891C889470
Jeffrey Martynowicz, Chief Financial Officer
Date: 6/20/2024 | 4:03:11 PM CDT

DocuSigned by:
Signature on file
By: F73BA25DC5C3420
Bonnie Wheaton, Chief Judge, 18th Judicial
Circuit Clerk
Date: 6/18/2024 | 2:55:18 PM CDT

PART ONE – THE UNIFORM TERMS**ARTICLE I
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II AWARD INFORMATION

2.1. Term. This Agreement is effective on July 1, 2024 and expires on June 30, 2025 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$49,000**, of which \$0 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

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

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

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

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A, the federal awarding agency is N/A, and the Federal Award date is N/A. If applicable, the Assistance Listing Program Title is N/A and Assistance Listing Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 546-00-2096 and the CSFA Name is IFVCC. If applicable, the State Award Identification Number (SAIN) is 2096-50630.

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**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant

Funds that are not expended or legally obligated.

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

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

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

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

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

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

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to

further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

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

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

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

ARTICLE VI BUDGET

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

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

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

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation

methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

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

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

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

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

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

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

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

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

(d) A grantee who does not have a current negotiated rate, may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

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

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

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal

pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

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

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

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

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

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

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

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

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

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

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

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

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without

further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

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

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

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

ARTICLE XII AUDIT REQUIREMENTS

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

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

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

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

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

12.3. Entities That Are Not “For-Profit”.

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

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

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee’s risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin Code 7000.90(c)(2) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

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

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

12.4. “For-Profit” Entities.

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

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

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

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

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

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

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

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

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

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

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE.

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

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

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

13.5. Effects of Suspension and Termination.

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

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

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

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

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

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

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

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

ARTICLE XV NOTICE OF CHANGE

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

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

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

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

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as

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

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

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

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

ARTICLE XVIII EQUIPMENT OR PROPERTY

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

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

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

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

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

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XX INSURANCE

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

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

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

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

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

ARTICLE XXII MISCELLANEOUS

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

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

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

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

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

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

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

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

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

22.10. Precedence.

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

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

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

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

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are

not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

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

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

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EXHIBIT A**PROJECT DESCRIPTION**

The purpose of the Illinois Family Violence Coordinating Council (IFVCC) is to improve the justice system's institutional, professional, and community response to family violence, including intimate partner abuse, child abuse, teen dating violence, and abuse against older adults and people with disabilities.

Family Violence Coordinating Councils (FVCCs) are designed to improve the criminal justice system's response to family violence issues. The councils support prevention, education, and service coordination efforts for victims and perpetrators of domestic abuse, child abuse, teen dating violence, and abuse against people with disabilities and older adults using a three-pronged approach that includes the following:

- Coordinating and convening committees and workgroups to make policy, protocol, practice, and system change.
- Improving knowledge of criminal justice and social service professionals on family/domestic violence related topics through trainings.
- Increasing awareness and knowledge on family violence issues in the community.

The three-pronged approach provides opportunity for impact and change at different levels within the criminal justice system.

Local FVCCs provide opportunities for communication between criminal justice professionals and community service providers and encourage the sharing of information and resources, thereby providing for development of a network of safety and assistance for family violence victims.

EXHIBIT B

DELIVERABLES OR MILESTONES

Project Implementation

Activity	Month Completed	Staff Position Responsible
Steering Committee Meeting - Kick off the grant year, review grant goals, objectives, and implementation plan/schedule. Begin planning participation in Domestic Violence Awareness Month (DVAM) activities and events.	Quarter 1 – Date to be determined (TBD), approximately late-July or early-August 2024.	FVCC Chair and Coordinator
Courts and Law Enforcement (CLE) Committee Meeting – Begin planning training(s).	July 2024	CLE Committee Chair and Coordinator
Community Intervention and Education Committee (CIEC) meeting– Begin planning DVAM activities and events. Discuss/Collect community Domestic Violence (DV) awareness activities events etc. to compile a list for dissemination.	July 2024	CIEC Chair, Coordinator, and FVCC Members
CLE Committee Meeting – Continue planning training(s).	August 2024	CLE Committee Chair and Coordinator
CIEC Meeting – Continue planning DVAM activities and events.	August 2024	CIEC Chair and Coordinator
CLE Committee Meeting – Finalize Fall training. Plan follow-up contact	September 2024	CLE Committee Chair and Coordinator
CIEC Meeting – Finalize DVAM activities and events.	September 2024	CIEC Chair and Coordinator
QR Code Committee Meeting – Discuss LE QR Code needs and Assess progress and needs on Public QR Code distribution.	September 2024	QR Code Committee Chair and Coordinator

Activity	Month Completed	Staff Position Responsible
Dissemination of local DVAM events and activities. Dissemination of FVCC Fall Training Flyer. Social Media Post.	September 2024	Coordinator, CIEC, and FVCC members
FVCC training	October 2024	CLE Committee and Coordinator
FVCC participation in DVAM awareness activities and events.	October 2024	Coordinator, CIEC, and FVCC members
Submit Quarterly Periodic Performance Report and Documentation as required by ICJIA.	October 15, 2024	Coordinator
Submit Quarterly Fiscal Reporting and Documentation as required by ICJIA.	October 15, 2024	Deputy Court Administrator
Steering Committee Meeting - Discuss progress of committees and recap Oct. DV Awareness month events.	Quarter 2 – TBD, approximately mid-November, or early-December 2024.	FVCC Chair and Coordinator
CLE Committee Meeting – Debrief on Fall training, review evaluations, and Discuss follow-up contact. Begin planning next training(s).	November 2024	CLE Committee Chair and Coordinator
Conduct follow-up contacts with participants from Fall Training.	November 2024	CLE Committee and Coordinator
CIEC Meeting – Debrief on DVAM activities and events. Plan information for dissemination for upcoming Spring awareness months	November 2024	CIEC Chair and Coordinator
Disseminate information on Human Trafficking Prevention Month. Social Media Post.	January 2025	Coordinator, CIEC, and FVCC members
CLE Committee Meeting – Continue planning training(s).	January 2025	CLE Committee Chair and Coordinator
CIEC Meeting – Begin planning Spring awareness event(s)	January 2025	CIEC Chair and Coordinator
Submit Quarterly Periodic Performance Report and	January 15, 2025	Coordinator

Activity	Month Completed	Staff Position Responsible
Documentation as required by ICJIA.		
Submit Quarterly Fiscal Reporting and Documentation as required by ICJIA.	January 15, 2025	Deputy Court Administrator
Disseminate information on Teen Dating Violence Awareness Month. Social Media Post.	February 2025	Coordinator, CIEC, and FVCC members
FVCC Training	Quarter 3 – TBD, approximately late-January or February 2025.	CLE Committee and Coordinator
Steering Committee Meeting – Discuss progress of committees and projections for FY26 FVCC grant.	Quarter 3 – TBD, approximately late-February or early-March 2025.	FVCC Chair and Coordinator
CLE Committee Meeting – Continue planning training(s) and discuss projections for FY26 FVCC grant.	February 2025	CLE Committee Chair and Coordinator
CIEC Meeting – Continue planning Spring awareness event(s) and discuss projections for FY26 FVCC grant.	February 2025	CIEC Chair and Coordinator
Disseminate information on National Developmental Disabilities Awareness Month. Dissemination of FVCC Spring Awareness Event(s) Flyer. Dissemination of FVCC Spring Training(s) Flyer. Social Media Post.	March 2025	Coordinator, CIEC, and FVCC members
CLE Committee Meeting – Finalize training plans.	March 2025	CLE Committee Chair and Coordinator
CIEC Meeting – Finalize Spring awareness event(s)	March 2025	CIEC Chair and Coordinator
QR Code Committee Meeting – Discuss LE and Public QR Code progress and needs. Discuss projections for FY26.	March 2025	QR Code Committee Chair and Coordinator
Dissemination of information on Child Abuse Prevention Awareness Month and Sexual Assault Awareness Month. Social	April 2025	Coordinator, CIEC, and FVCC members

Activity	Month Completed	Staff Position Responsible
Media Post.		
FVCC Training	Quarter 4 – TBD, approximately mid-late April or early May 2025	CLE Committee and Coordinator
FVCC Awareness Activity or Event	Quarter 4 – TBD, approximately late-April or early May 2025	Coordinator, CIEC, and FVCC members
FVCC Partner – Family Shelter Service of Metropolitan Family Services DuPage will facilitate Roll Call trainings integrating the LE QR Code to at least six local police departments.	Quarter 4	Advocate(s) from Family Shelter Service of Metropolitan Family Services DuPage
Submit Quarterly Periodic Performance Report and Documentation as required by ICJIA.	April 15, 2025	Coordinator
Submit Quarterly Fiscal Reporting and Documentation as required by ICJIA.	April 15, 2025	Deputy Court Administrator
Disseminate information on Mental Health Awareness Month. Social Media Post.	May 2025	Coordinator, CIEC, and FVCC members
CLE Committee Meeting – Debrief on training(s), review evaluations, discuss outcomes and end of FY25 review.	May 2025	CLE Committee Chair and Coordinator
CIEC Meeting – Debrief on Spring Awareness Event(s). Discuss Elder Abuse Awareness Day info dissemination and end of SFY24 review.	May 2025	CIEC Chair and Coordinator
Steering Committee Meeting – Discuss progress of committees and end of SFY24 review.	Quarter 4 – TBD, approximately late-May or early-June 2025.	FVCC Chair and Coordinator
Disseminate information on Elder Abuse Awareness Day. Social Media Post.	June 15, 2025	Coordinator, CIEC, and FVCC members
Submit Quarterly Periodic Performance Report and	July 15, 2025	Coordinator

Activity	Month Completed	Staff Position Responsible
Documentation as required by ICJIA.		
Submit Quarterly Fiscal Reporting and Documentation as required by ICJIA.	July 15, 2025	Deputy Court Administrator
Provide closeout fiscal reporting and property inventory as required by ICJIA	July 30, 2025	Deputy Court Administrator

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: Mary Ratliff
Title: Program Director
Address: 524 S. 2nd Street, Suite 220
Springfield, IL 62701

GRANTEE CONTACT

Name: Bonnie Wheaton
Title: Chief Judge, 18th Judicial Circuit Court
Address: 421 N. County Farm Road
Wheaton, IL 60187

GRANTEE PAYMENT ADDRESS
(If different than the address above)

Address: _____

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Mary Ratliff
Title: Program Director
Address: 524 S. 2nd Street, Suite 220
Springfield, IL 62701
Phone: _____
TTY#: _____
E-mail Address: mary.ratliff@illinois.gov

GRANTEE CONTACT

Name: Suzanne Armstrong
Title: Trial Court Administrator
Address: 421 N. County Farm Road
Wheaton, IL 60187
Phone: (630) 407-8788
TTY #: _____
E-mail Address: _____

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Goals, Objectives, and Performance Measures

Goal 1 Mandatory: The local circuit Family Violence Coordinating Council will work to improve systemic responses to family violence. These include, but are not limited to, domestic violence, child abuse, teen-dating violence, and abuse against older adults/persons with disabilities. The local FVCC will develop multi-disciplinary committees that will provide oversight, guidance and assistance in developing policies and procedures that will enforce abuser accountability and enhance victim and community safety.

A Steering Committee is required that meets at least three times per year. Councils are encouraged to have at least two other committees that meet quarterly.

Performance Measures	Performance Standards/Frequency
Coordinate and convene committees with criminal justice and family violence professionals that contribute to the improvement of the legal system and the administration of justice.	<u>4</u> (#) of committees formed.
Local Council Steering Committee will meet at least 3 times per year (REQUIRED).	<u>4</u> (#) of local council steering committee meetings.
Local Council Steering Committee members will attend meetings consistently.	<u>70</u> % of committee members attending meetings based on total number of committee members.
<u>Courts and Law Enforcement</u> committee will meet regularly.	<u>8</u> (#) committee meetings per year.
<u>Community Intervention and Education</u> committee will meet regularly.	<u>8</u> (#) committee meetings per year.
<u>QR Code</u> committee will meet regularly.	<u>2</u> (#) committee meetings per year.
<u> </u> committee will meet regularly.	<u> </u> (#) committee meetings per year.

Goal 2 Mandatory: Improve the knowledge of criminal justice professionals on domestic violence related topics.	
Performance Measures	Performance Standards/Frequency
Provide trainings to local circuit criminal justice and family violence professionals.	<u>4</u> (#) of trainings provided to local circuit criminal justice and family violence professionals.
Educate criminal justice and family violence professionals through trainings.	<u>250</u> (#) of attendees participating in trainings.
Collect evaluations from trainings.	<u>65</u> (#) of training evaluations collected.
Training participants indicate increased confidence on evaluation.	<u>75</u> % of participants that indicate increased confidence after training based on number of attendees.
Follow up with participants and/or agencies after training.	<u>1</u> (#) of follow-up contacts made.
Goal 3 Mandatory: To increase the awareness and knowledge of family violence issues (including but not limited to domestic violence, child abuse, teen dating violence, human trafficking, and abuse against older adults and persons with disabilities) in the communities of the circuit.	
Performance Measures	Performance Standards/Frequency
Coordinate with local criminal justice professionals and community agencies to participate in community awareness events and activities regarding family violence related topics.	<u>3</u> (#) of community awareness events and activities.
Educate and disseminate information to attendees at community awareness events and activities.	<u>150</u> (#) of participants at community awareness events and activities.
Disseminate information to criminal justice and family violence professionals. (This includes dissemination of trainings, webinars, community awareness events, research, tools, and articles. This does not include correspondence with committee members regarding committee meetings and committee work.)	<u>20</u> (#) times information is disseminated to criminal justice and family violence professionals.

EXHIBIT E

SPECIFIC CONDITIONS

1. 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.

PART TWO –GRANTOR-SPECIFIC TERMS

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

23. Definitions

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

24. Mandatory Attendance. Grantee shall attend meetings as required by Grantor.

25. Commencement of Performance.

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

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

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

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

27. Reporting and Evaluation Requirements.

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

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

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

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

28. Timekeeping.

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

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

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

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

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

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

30. Procurement Requirements and Requests for Proposals.

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

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

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

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

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

31. Subcontracting.

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

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

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

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

32. Subawards.

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

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

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

periodic financial reports to Grantee.

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

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

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

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

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

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

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

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

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

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

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

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

35. Copyrights and Patents.

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

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

36. Management and Disposition of Equipment and Commodities.

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

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

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

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

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

37. Program Income. All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. Program income may be used by

Grantee for any purpose that furthers the objectives of the grant or deducted from the total allowable costs in accordance with Part I, 7.7. Grantee shall report and account for such program income as required by the Grantor.

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

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

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

39. Publications.

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

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

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

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

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

39.5. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal grant funds, Grantee shall clearly state (1) the percentage of the total cost of the program or project which will be funded under this agreement, and (2) the dollar amount of funding for the project or program in addition to the statement required in 42.4.

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

40. Reporting Grant Irregularities.

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

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

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

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

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

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

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

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

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

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

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

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

42. Crimes of Dishonesty. Grantee shall notify Grantor as soon as practical if any of its own or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority is criminally charged with or convicted of theft, fraud, or any other crime involving dishonesty at any point during the period of performance of this grant. Grantor may terminate this agreement, at Grantor's sole discretion, if Grantee's or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority become convicted of theft, fraud, or any crime involving dishonesty.

43. Conflict of Interest in Hiring and Procurement. In addition to the requirements of Part I, Article XVII, no employee, officer, or agent of Grantee shall participate in the selection of a contractor, award of a contract, administration of a contract, or hiring of personnel supported by grant funds if a conflict of interest, real or apparent, would be involved. Grantee shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

44. Safeguarding Constitutional Protections Related to Religion

44.1 Grantee certifies that grant and match funded services must be offered without regard to religious affiliation. Grantee also certifies that the receipt of services through the grant funded program shall not be contingent upon participation in a religious event or activity. Grant or match funds may not be used for any explicitly religious activities such as worship, religious instruction, or proselytization. Grantee may engage in inherently religious activities, but such activities must be separate in time or place from the grant funded program, and beneficiaries cannot be compelled to participate in them.

44.2 Faith-based organizations may consider religion when hiring staff if consistent with the Religious Freedom Restoration Act and other applicable laws. If the grant is funded with federal funds, Grantee must receive prior approval from the Department of Justice, Office for Civil Rights.

45. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters. Grantee and any entity that receives a contract or subcontract with any funds under this award, may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency

authorized to receive such information.

a. In accepting this award, Grantee –

- i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to Grantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Grantor.

b. If Grantee makes subawards or contracts under this award –

- i. it represents that –
 1. it has determined that no other entity that Grantee's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- ii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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

47. Project Monitoring and Evaluation.

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

any additional information required by Grantor.

47.2. Grantor Evaluation: As required by Grantor, Grantee agrees to cooperate with Grantor's evaluation of the grant project, conducted either by Grantor or external parties.

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

48. Confidentiality of Records. Grantee agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation without written consent from Grantor. Grantee shall notify Grantor within three (3) business days of any such request.

49. Tax Liabilities; State Agency Delinquencies. Grantee is required to file of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.

50. Compliance. Grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and Grantor in the performance of this Agreement.

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PART THREE –PROJECT-SPECIFIC TERMS

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

51. Pre-Award Costs. Pre-award costs are authorized in accordance with 2 CFR 200.209. Pre-award costs are those incurred from the beginning of the period of performance of the grant until the execution of this grant agreement and must be in accordance with the final approved program budget. ICJIA has the right to review supporting documentation for all pre-award costs that are submitted for reimbursement on a financial report from grantees. Costs that are not in accordance with the final approved budget (necessary, reasonable, allowable, and allocable) shall be disallowed.
52. Training. No funds may be used to cover training costs, described in the Exhibits, until Grantee complies with the following:
 - A. That any training or training materials developed under this award shall adhere to the OJP Training Guiding Principles for Grantees and Subgrantees available at <http://www.ojp.gov/funding/ojptrainingguidingprinciples.htm>
 - B. To comply with all applicable laws, regulations, policies and guidance (which includes specific cost limits, prior approval and reporting requirements) governing the use of federal funds for expense related to conferences, including the provision of food and beverages at such events, and the cost of attendance. Conferences are defined as meetings, retreats, seminars, symposiums, training and other events. Information on pertinent laws, regulations, policies and guidance is available at <http://www.ojp.gov/funding/confcost.htm>.
53. In-person Meeting. Grantee agrees to the following: Travel to and attend 1 IFVCC Local Council Coordinator's meeting and 1 statewide training as directed by ICJIA.

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Finance Resolution

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

File #: FI-R-0117-24

Agenda Date: 7/2/2024

Agenda #: 9.F.

ACCEPTANCE AND APPROPRIATION OF
THE TOBACCO ENFORCEMENT PROGRAM GRANT PY25
INTERGOVERNMENTAL AGREEMENT NO. 43CDZ03636
COMPANY 5000 - ACCOUNTING UNIT 4495
\$7,172

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

WHEREAS, the County of DuPage, through the DuPage County Sheriff's Office, has been notified by the Illinois Department of Human Services that grant funds in the amount of \$7,172 (SEVEN THOUSAND, ONE HUNDRED SEVENTY-TWO AND NO/100 DOLLARS) are available to conduct a Tobacco Enforcement Program; and

WHEREAS, to accept this grant award, the County of DuPage must enter into Intergovernmental Agreement No. 43CDZ03636 with the Illinois Department of Human Services, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the term of the Inter-Governmental Agreement is from July 1, 2024 through June 30, 2025; and

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

WHEREAS, acceptance of this grant award 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 Intergovernmental Agreement No. 43CDZ03636 (ATTACHMENT II) between DuPage County and the Illinois Department of Human Services be and 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 \$7,172 (SEVEN THOUSAND, ONE HUNDRED SEVENTY-TWO AND NO/100 DOLLARS) be made to establish the Tobacco Enforcement Program Grant PY25, Company 5000 - Accounting Unit 4495, for the period July 1, 2024 through June 30, 2025; and

BE IT FURTHER RESOLVED by the DuPage County Board that the DuPage County Sheriff's Office is authorized to sign the Intergovernmental Agreement as an Authorized Representative; and

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

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

Enacted and approved this 9th day of July, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ACCEPTANCE AND APPROPRIATION TO ESTABLISH THE
TOBACCO ENFORCEMENT PROGRAM GRANT PY25
INTERGOVERNMENTAL AGREEMENT NO. 43CDZ03636
COMPANY 5000 – ACCOUNTING UNIT 4495
\$7,172

REVENUE

41000-0002 - Federal Operating Grant - HHS \$ 7,172

TOTAL ANTICIPATED REVENUE \$ 7,172

EXPENDITURES

PERSONNEL

50010-0000 - Overtime \$ 6,172
51010-0000 - Employer Share I.M.R.F. 529
51030-0000 - Employer Share Social Security 471

TOTAL PERSONNEL \$ 7,172

TOTAL ADDITIONAL APPROPRIATION \$ 7,172

GRANT AGREEMENT

BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF HUMAN SERVICES
AND

DUPAGE COUNTY DEPARTMENT OF

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

PART ONE – The Uniform Terms

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

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

DEPARTMENT OF HUMAN SERVICES

DUPAGE COUNTY DEPARTMENT OF

By: _____
Signature of Dulce Quintero, Secretary

By: _____
Signature of Authorized Representative

Date: _____

Date: _____

Designee Name: _____

Printed Name: _____

Designee Title: Contract Obligations Analyst

Printed Title: _____

By: _____

E-mail: mary.keating@dupageco.org

Signature of Second Grantor Approver, if applicable

Date: _____

FEIN: 366006551

Printed Name: _____

Printed Title: _____

Second Grantor Approver

By: _____

By: _____

Signature of Third Grantor Approver, if applicable

Date: _____

Date: _____

Printed Name: _____

Printed Name: _____

Printed Title: _____

Printed Title: _____

Third Grantor Approver

Second Grantee Approver
(optional at Grantee's discretion)

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PART ONE – THE UNIFORM TERMS

ARTICLE I DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II AWARD INFORMATION

2.1 **Term.** This Agreement shall be effective on Jul 1, 2024 and expires on Jun 30, 2025 (the TERM), unless terminated pursuant to this Agreement.

2.2 **Amount of Agreement.** Grant Funds (check one) ☐ must not exceed or ☒ are estimated to be \$7,172.00, of which \$0.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

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

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

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

ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

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

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

3.2. **Tax Identification Certification.** Grantee certifies that: 36-6006551 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy-Non Corporate |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> P = partnership |
| <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**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

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

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

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

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

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

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

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

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

ARTICLE V

SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

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

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

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

ARTICLE VI BUDGET

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

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

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

ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

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

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

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

- (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

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

(d) A grantee who does not have a current negotiated rate, may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

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

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

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII LOBBYING

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

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

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

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

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

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

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

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

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

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

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

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

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

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

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

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

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

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

ARTICLE XII AUDIT REQUIREMENTS

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

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

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

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

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

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

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

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

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(2) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

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

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

12.4. "For-Profit" Entities.

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

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required

submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

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

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

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

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

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

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

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

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

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE.

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

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

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

13.5. Effects of Suspension and Termination.

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

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

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

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

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

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The

requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

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

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

ARTICLE XV NOTICE OF CHANGE

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

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

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

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

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

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

terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

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

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

ARTICLE XVIII EQUIPMENT OR PROPERTY

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

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

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

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

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

ARTICLE XIX

PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XX

INSURANCE

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

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

ARTICLE XXI

LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

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

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

ARTICLE XXII MISCELLANEOUS

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

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

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

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

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

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement

will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

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

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

22.10. Precedence.

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

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

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

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

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

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

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

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EXHIBIT A
PROJECT DESCRIPTION

FEDERAL PROGRAM NAME: STATE PROGRAM NAME: TOBACCO ENFORCEMENT PROGRAM
PURPOSE OF GRANT

ACCOUNT_LINE(s) SUMMARY:

Acct.Line#: 1
CSFA Number: 444-26-1565
Appropriation FY: 2025
Appropriation Code: 0733.44426.4900.000000NE
WBS Element: 444DSUPR25-PROVPC22-SA11
Sponed. Prog: PROV
Appropriation Amount: \$7,172.00
These funds are Used/Reported by the Provider as Federal Funds: No
Use by DHS as Maintenance of Effort (MOE): Yes
Use by DHS as Matching Funds: No
Assistance Listing Program Number: 93.959
Assistance Listing Program Title: SABG
FAIN Number: B08TI087034 - FAIN Award Agency: DHHS
FAIN Award Date: Oct 1, 2023

Exhibit A - Scope of Services

The following information defines the scope of service for the Tobacco Enforcement Program (TEP) for compliance monitoring of tobacco retail establishments across Illinois to assure that Tobacco products are not sold to individuals under 21 as defined by state or local law. The TEP establishes a program of local compliance monitoring to be implemented by municipalities across Illinois. Applicants are to conduct three compliance checks by contracting with individuals under 21 who will attempt to purchase tobacco products through three supervised visits at tobacco retailers where individuals under 21 can legally enter. Tobacco retailers included in the unannounced compliance checks are to be provided with information on what constitutes illegal sales to individuals under 21 provided by the state. Three rounds of unannounced compliance checks during a specific period of all retailers by supervised minors of tobacco retailers within a municipality will complete the requirements of this program where minors can enter legally.

EXHIBIT A
PROJECT DESCRIPTION

"Tobacco product" means any product containing or made from tobacco that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff, snus, and any other smokeless tobacco product which contains tobacco that is finely cut, ground, powdered, or leaf and intended to be placed in the oral cavity. "Tobacco product" includes any component, part, or accessory of a tobacco product, whether or not sold separately.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

EXHIBIT B
DELIVERABLES

1. Assure that municipal personnel implementing the program are trained through an Illinois Law Enforcement Training and Standards Board (ILETSB) state certified class (to be offered by IDHS SUPR vendor) or have received prior approved training within the last five years. Documentation of prior training may be requested at any point during the contract year or if audited.
2. Hire and train local 16 year old through 20 year-old youth, based upon tobacco ordinance, in tobacco retailer compliance visit processes that assures safety first. Submit proof of age and the completed Minor Participation Packet for each minor to IDHS SUPR by June 30, 2025 or when requested after Compliance Checks.
3. Submit completed Provider Performance Reports according to form instructions to IDHS SUPR each quarter by the 30th of the following month.
4. Provide tobacco retailers within municipality 2025 educational materials provided by IDHS SUPR regarding sales to minors. Submit grantee signed Tobacco Retailer Education Log to DHS October 31, 2024, and invoice for the total number of tobacco retailers educated to IDHS SUPR by November 20, 2024.
5. Conduct a round of tobacco compliance checks of all tobacco retailers within municipality according to applicable state laws and regulations by December 21, 2024. Respond to violations according to applicable state laws/regulations and local regulations.
6. Complete the Tobacco Enforcement Program Summary Report on first round of compliance checks. Submit form to IDHS SUPR by January 10, 2025.
7. Conduct a second round of tobacco compliance checks of all tobacco retailers within municipality according to applicable state laws and regulations by March 31, 2025. Respond to violations according to applicable state laws/regulations and local regulations.
8. Complete the Tobacco Enforcement Program Summary Report on the second round of compliance checks. Submit form to IDHS SUPR by April 10, 2025.
9. Conduct a third round of tobacco compliance checks of all tobacco retailers within municipality according to applicable state laws and regulations by May 20, 2025, Respond to violations according to applicable state laws/regulations and local regulations.
10. Complete the Tobacco Enforcement Program Summary Report on third round of compliance checks and submit invoice for the total number of tobacco retailers that received three rounds of compliance checks to IDHS SUPR by June 10th, 2025.

EXHIBIT B
DELIVERABLES

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

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: CHEMETHA BAKER
 Title: TPP Coordinator
 Address: 401 S Clinton St
Chicago, IL 60607-3800

GRANTEE CONTACT

Name: Mary A. Keating
 Title: Director of Community Services
 Address: 421 N County Farm Rd
Wheaton, IL 60187-3978

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: _____

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: CHEMETHA BAKER
 Title: TPP Coordinator
 Address: 401 S Clinton St
Chicago, IL 60607-3800

 Phone: 312-814-2311
 TTY #: _____
 E-mail Address: chemetha.baker@illinois.gov

GRANTEE CONTACT

Name: Mary A. Keating
 Title: Director of Community Services
 Address: 421 N County Farm Rd
Wheaton, IL 60187-3978

 Phone: 630-407-6457
 TTY #: _____
 E-mail Address: mary.keating@dupageco.org

EXHIBIT D
PERFORMANCE MEASURES

- 1.All quarterly Provider Performance Reports are submitted as indicated.
- 2.All tobacco retailers within municipality are provided with educational materials pertaining to sales to minors and Tobacco Retailer Education Log submittal to DHS October 31, 2024, and invoice submitted by November 20, 2024. See Exhibit B #3, and #4.
- 3.First round of tobacco compliance checks completed by December 21, 2024.
- 4.First round Tobacco Enforcement Program Summary Report submitted by January 10, 2025.
- 5.Second round of tobacco compliance checks completed by March 31, 2025.
- 6.Second round Tobacco Enforcement Program Summary Report submitted by April 10, 2025.
- 7.Third round of tobacco compliance checks completed by May 20, 2025.
- 8.Third round Tobacco Enforcement Program Summary Report and invoice submitted by June 10th, 2025.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

EXHIBIT D
PERFORMANCE STANDARDS

1.100% of quarterly Provider Performance Reports are submitted as indicated.

2.100% of tobacco retailers within municipality are provided with educational materials pertaining to sales to minors and Tobacco Retailer Education Log and invoice submitted by November 20, 2024. See Exhibit B #3, and #4.

3.At least 90% of first round tobacco compliance checks are completed by December 21, 2024.

4.100% first round Tobacco Enforcement Program Summary Report received by January 10, 2025.

5.At least 90% of second round tobacco compliance checks completed by March 31, 2025.

6.100% second round Tobacco Enforcement Program Summary Report and invoice received by April 10, 2025.

7.At least 90% of third round tobacco compliance checks completed by May 20, 2025.

8.100% third round Tobacco Enforcement Program Summary Report and invoice received by June 10, 2025.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

EXHIBIT E
SPECIFIC CONDITIONS

N/A

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

EXHIBIT F
PAYMENT

The Payment Method:

Grant Budget previously funded by Fixed Rates will now use the Uniform Grant Budget and enter the Services and Rates under the Grant Exclusive Line Items. The Personnel, Fringe, Occupancy, and other expenditure lines are to be left blank.

Uniform Grant Budget payments will be processed upon receipt of invoice using the Expenditure Payment Voucher (EPV) provided it is completed correctly without having to be returned. The payment method for this award is post services provision Uniform Grant Budget payments based upon accepted Tobacco Retailer Education Log, Tobacco Enforcement Program Summary Reports, and EPVs.

Rates to be utilized:

Invoice calculations will employ the posted rates for the services. Provider will deliver services in accordance to Exhibit B.

Description Quantity Basis Cost Length of Time (# of Retailors) Grant Exclusive
Line-Item Cost

Retailor Education1Rate\$55.001\$55.00
Compliance Check 11Rate\$36.001\$36.00
Compliance Check 21Rate\$36.001\$36.00
Compliance Check 31Rate\$36.01\$36.00
Record Maintenance1Rate10%1\$16.30
State Total\$180.00

Amount Requested from the State must be a whole number (no pennies). State total in example reflects rounding up.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

PART TWO –GRANTOR-SPECIFIC TERMS

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

ARTICLE XXIII ADDITIONAL CERTIFICATIONS

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

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

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

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

ARTICLE XXIV ADDITIONAL TERMS

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

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

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

and submitted to the appropriate Grantor program personnel. Evidence of the qualifications for replacement personnel (such as a résumé) shall be included. 2 CFR 200.308.

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

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

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

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

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

24.9 Reporting Requirements. The reporting timeframes described in Paragraphs 10.1, 10.2, 11.1 and 11.2 are specified in **EXHIBIT B**.

ARTICLE XXV MONITORING AND INFORMATION

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

conduct announced and unannounced monitoring visits and Grantee shall cooperate with Grantor in connection with all such monitoring visits. Failure of Grantee to cooperate with Grantor in connection with announced and unannounced monitoring visits is grounds for Grantor's termination of this Agreement.

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

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

ARTICLE XXVI WORK PRODUCT

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

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

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

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

ARTICLE XXVII

POST-TERMINATION/NON-RENEWAL

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

- (a) Cooperate with Grantor in assuring the transition of recipients of services hereunder for whom Grantee will no longer be providing the same or similar services or who choose to receive services through another Grantee.
- (b) To the extent permitted by law, provide copies of all records related to recipient services funded by Grantor under this Agreement.
- (c) Grant reasonable access to Grantor to any and all Program sites serving recipients hereunder to facilitate interviews of recipients to assure a choice process by which recipients may indicate provider preference.
- (d) Provide detailed accounting of all service recipients' funds held in trust by Grantee, as well as the identity of any recipients for whom Grantee is acting as a representative payee of last resort.

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

ARTICLE XXVIII LINGUISTIC AND CULTURAL COMPETENCY GUIDELINES AND ASSURANCE

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

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

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

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

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PART THREE –PROJECT-SPECIFIC TERMS

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

**ARTICLE XXIX
ADDITIONAL REQUIREMENTS**

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

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

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Substance Use Prevention and Recovery CSA Attachment C

Table of Contents

- I. [Introduction](#)
- II. [Applicable Laws, Rules and Regulations](#)
- III. [Treatment and Support Services](#)
- IV. [Prevention Services](#)
- V. [Deliverables](#)
- VI. [Payment](#)
- VII. [Eligibility Criteria](#)
- VIII. [Reporting Requirements](#)
- IX. [Special Conditions](#)

I. Introduction

This document is an attachment to the Illinois Department of Human Services (IDHS) Division of Substance Use Prevention and Recovery's (SUPR) Uniform Grant Agreement (UGA). This attachment identifies additional grant agreement/ contract rules and requirements that are not specified in the UGA but that apply to all funded organizations.

II. Applicable Laws, Rules and Regulations

Compliance is required with all applicable laws, rules, and regulations, as well as guidelines of the state and federal government, including but not limited to:

A. Federal

Fee-for-Service (Medicaid) and Grant Funded

1. Program Fraud Civil Remedies Act (45 CFR, Part 79). Certification of compliance with the Program Fraud Civil Remedies Act.
2. Federal regulations regarding Diagnostic, Screening, Prevention, and Rehabilitation Services (Medicaid) (42 CFR 440.130).
3. Confidentiality of Substance Use Disorder Patient Records (42 CFR, Part 2).
4. Federal regulations regarding Opioid Maintenance Therapy (21 CFR 291.505 (FDA)), (21 CFR1301-1307 (DEA)).

Grant Funded Only

1. The Substance Use Prevention, Treatment, and Recovery Services Block Grant Regulations (45 CFR, Part 96 Subpart L).
2. Charitable Choice: Religious organizations as defined under 42 CFR 54.2(b), shall comply with the Charitable Choice Regulations as set forth in 42 CFR 54.1 et seq. regarding funds provided directly to pay for substance use disorder prevention and treatment services under 42 U.S.C. 300x-21 et seq.; 42 U.S.C. 290aa, et seq.; and 42 U.S.C. 290cc-21 to 290cc-35.
 - a. Notice shall be given to each patient and potential patient of his/her right to receive alternative services from another organization, and the right to be referred to alternative services that reasonably meet the requirements of timeliness, capacity, accessibility and equivalency as set forth in [42 CFR 54.8](#) and [54a.8](#). It is recommended that the "model notice" set forth in [Appendix A](#) of 42 CFR 54a be used.
 - b. Referrals shall be made to alternative organizations as set forth in [42 CFR 54.8](#) and [54a.8](#) and can be made utilizing 1-833-2FINDHELP or www.helplineil.org to identify suitable alternative organizations.
 - c. A record of referrals made pursuant to these regulations shall be maintained and provided to IDHS on an annual survey as requested.
 - d. No patient or potential patient may be discriminated against based on religion, a religious belief, or a refusal to actively participate in a religious practice.
 - e. Funds shall not be used for inherently religious activities, such as worship, religious instruction, or proselytizing.

B. State

Fee-for-Service (Medicaid) and Grant Funded

1. The Illinois Substance Use Disorder Act (20 ILCS 301), (hereafter referred to as the "Act").
2. Title 77 Ill. Adm. Code, Parts 2060 and 2090.
3. Title 44, Part 7000, Grant Accountability and Transparency Act.
4. Public Act 100-1058 Section 10, The Health Care Worker Self-Referral Act.

C. Manuals/Annual Online Certification Plan Survey

Fee-for-Service (Medicaid) and Grant Funded

- DARTS Manual
- Contractual Policy Manual
- Annual Online Certification Plan Survey

Fee-for-Service (Medicaid)

- Policy Manual for Participants Covered Under the Department of Healthcare and Family Services (IDHFS) Medical Programs

III. Treatment and Support Services

Services are more specifically described in the [IDHS/SUPR Contractual Policy Manual](#).

All services can be funded via Grant, but Medicaid fee-for-service reimbursement from SUPR is only allowed for services that are covered in the IDHFS Medicaid State Plan or for waiver services included as pilots in the Better Care Illinois Behavioral Health Initiative. All services must be delivered by IDHS/SUPR licensed and/or certified organizations. SUPR grant funds can only be used as payor of last resort for services that have not been denied by other payors due to medical necessity.

A. Treatment Services*

1. Level 0.5 (Early Intervention) as specified in Part 2060.402 (a).
2. Level 1 (Outpatient) as specified in Part 2060.401 (b).
3. Level 2.1 and 2.5 (Intensive Outpatient/Partial Hospitalization) as specified in Part 2060.401 (c).
4. Level 3.1 (Residential Extended Care) as defined in Part 2060.103 and as specified in Part 2060.401 (d).
5. Level 3.2 (Withdrawal Management) as specified in Part 2060.405.

6. Level 3.5 (Residential Rehabilitation) as specified in Part 2060.401 (d).
7. Level 3.7 (Withdrawal Management) as specified in Part 2060.405.
8. Psychiatric Evaluation: An examination of a patient and exchange of information to determine whether the patient's condition is because of alcohol and/or other drugs or to a diagnosed psychiatric disorder.
9. Medication Monitoring: A medical review of a patient's use of psychotropic medications while in treatment that is conducted by the organization's psychiatrist or physician or physician extender.
10. Medication Assisted Recovery: The prescription of medications that are approved by the U.S. Food and Drug Administration and the Center for Substance Abuse Treatment to assist with treatment for a substance use disorder and to support recovery for individuals receiving services in a facility licensed by the Division. Medication assisted recovery includes but is not limited to opioid treatment services using Methadone.

* American Society of Addiction Medicine (ASAM) Levels of Care are determined by ASAM latest edition of the Patient Placement Criteria and implementation of criteria by SUPR.

B. Support Service

1. Toxicology: Urine, blood or saliva analysis to determine the presence of alcohol and/or other drugs in patients who receive treatment or intervention services.
2. Case Management: A coordinated approach to the delivery of health and medical treatment, substance use disorder treatment, mental health treatment, and social services, linking patients with appropriate services to address specific needs and achieve stated goals.
3. Community Intervention: A service that occurs within the community rather than in a treatment setting. These services focus on the community and its residents and include crisis intervention, case finding to identify individuals in need of service including in-reach and outreach to targeted populations or individuals not admitted to treatment. Outreach is the encouragement, engagement or re-engagement of at-risk individual(s) into treatment through community institutions such as churches, schools and medical facilities (as defined by the community) or through the SUPR consultation. In-reach is the education of community institutions or state agencies and social services staff regarding the screening and referral of at-risk individuals to treatment programs for the purposes of a clinical assessment.

4. Recovery Home: Services as specified in Part 2060.509 and/or in the service requirements located in the Contractual Policy Manual.
5. Criminal Justice Services: Activities designed to serve individuals with substance use disorders currently under the jurisdiction of the Circuit Courts and Judicial Districts of the State of Illinois, County Probation Departments, local State's Attorney's Offices and County Sheriff's Departments. Services are designed to refer those individuals into treatment programs as an alternative to prosecution or incarceration and to clinically monitor and track their progress in treatment. Activities designed to also serve inmates involved with or who are parolees of Department of Corrections Correctional Center substance use disorder treatment programs. These services are designed to intervene and address multiple problems, often chronic in nature, presented by the individual at the time of parole to the community and must include referrals to licensed community-based substance use disorder treatment organizations for continuing treatment and/or recovery.
6. Medications: Limited reimbursement for the cost of Substance Use Disorder medications.
7. Interpreter Services for the Deaf or Hearing Impaired: Interpreter services for treatment clients who are also deaf or hearing impaired.
8. Child Domiciliary: Beds for children who reside with a parent who is receiving residential care or who is residing in a recovery home.
9. Gambling Intervention and Treatment: A collaborative system of care designed for persons who are diagnosed with co-occurring substance use, gambling, and other disorders and/or gambling as a primary disorder.
10. Recovery Support Services: Recovery support services include employment training, continuing care, employment coaching, peer recovery coaching, recovery coaching, recovery skills, spiritual support, and transportation.
11. Special Project: The provision of special or unique projects. Descriptions are specified in a separate scope of services (Uniform Grant Agreement exhibit) that are incorporated into and, therefore, are a part of the IDHS UGA.
12. Vouchered Contract Deliverable: The provision through fixed rate or grant that cannot be billed electronically through DARTS.

C. Interim Services (45 CFR 96.121)

Interim Services or Interim Substance Use Disorder Services means services that are provided until an individual is admitted to a substance use disorder treatment program.

The purposes of the services are to reduce adverse health effects, promote the health of the individual, and reduce the risk of transmission of disease. At a minimum, interim services include counseling and education about HIV and tuberculosis (TB), the risks of needle-sharing, the risks of HIV and TB transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur, as well as referral for HIV or TB treatment services if necessary. For pregnant women, interim services also include counseling on the effects of alcohol and drug use on the fetus, as well as referral for prenatal care.

D. Tuberculosis Services

At a minimum, TB services must include counseling regarding tuberculosis and testing to determine infection with mycobacterium tuberculosis and the appropriate form of treatment and to provide a referral for infected persons for appropriate medical evaluation and treatment. Through arrangements with other public or nonprofit entities, such tuberculosis services shall be routinely available to everyone receiving treatment for a substance use disorder; and in the case of an individual in need of such treatment, who is denied admission based on the lack of capacity of the organization to admit the individual, will refer the organization to another provider of tuberculosis services.

E. Pregnant Women and Women with Dependent Children (45 CFR 96.124)

Families shall be treated as a unit and therefore organizations shall admit both women and their children into treatment, if appropriate, including women attempting to regain custody of their children. The organization shall also make available, either directly or through linkage agreements with other public or nonprofit entities, the provision or arrangement for the following services:

1. Primary medical care for women, including referral for prenatal care and the provision of childcare while such women are receiving these services;
2. Primary pediatric care, including immunization, for children;
3. Gender specific treatment and therapeutic interventions for the women which may address relationship issues, sexual and physical abuse, parenting skills and the provision of childcare while such women are receiving these services;
4. Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual and physical abuse and neglect; and

5. Sufficient case management and transportation to ensure women and their children have access to these services.

Confirmation of the direct delivery of services or through referral will be documented in record.

F. Treatment Services for Pregnant Women (45 CFR 96.131)

Pregnant women who seek or are referred and who would benefit from such services shall be given preference in admission to treatment. The organization shall publicize the availability of treatment services to this population and that priority is given for admission. If unable to admit a pregnant woman because of insufficient capacity or because the organization does not deliver the necessary services, referral to another organization must be made and documented within 48 hours of the request. The organization shall also notify SUPR regarding such persons for whom it lacks the capacity to admit. This notification shall be made using the Division's Capacity Management System, hereafter referred to as "CAPMAN" which will enable the Department to identify an organization with the capacity to provide the necessary treatment.

G. Capacity for Treatment for Patients with Injecting Substance Use Disorders (45 CFR 96.126)

If the organization delivers treatment for patients with injecting substance use disorders, it shall:

1. Notify the Division immediately upon reaching 90% capacity to admit such individuals. Such notification shall be by use of CAPMAN.
2. Admit an individual who requests and needs treatment for intravenous drug use no later than 14 days after the individual makes the request for admission; or 120 days after the date of the initial request, if no organization has the capacity to admit the individual on the date of such request and if interim services, as defined herein, are made available to the individual not later than 48 hours after such request.
3. Establish a waiting list, which includes a unique patient identifier for each individual seeking treatment, including those receiving interim services, while awaiting admission to treatment.
4. Use outreach models that are evidence-based and scientifically sound or, if no such models are available which are applicable to the local situation, use an

approach which reasonably can be expected to be an effective outreach method. All models shall require that outreach efforts include the following:

- a. Selecting, training and supervising outreach workers;
- b. A strategy to contact high risk substance users, their associates and neighborhood residents that conforms to state and federal confidentiality requirements including 42 CFR, Part 2;
- c. Promoting awareness among injecting drug users about the relationship between injecting drug use and communicable diseases such as HIV;
- d. Recommend steps that can be taken to ensure that HIV transmission does not occur; and
- e. Encouraging entry into treatment.

Confirmation of the direct delivery of services or through referral will be documented in record.

IV. Prevention Services

Services are driven by deliverables specified in Uniform Grant Agreement exhibits specific to the type of prevention program. The types of prevention programs are specified in the Contractual Policy Manual. The Drug Overdose Prevention Program is part of the Bureau of Prevention Services and activities are specified in the Substance Use Disorder Act (20 ILCS 301/5-23).

V. Deliverables

Fee-for-Service (Medicaid) and Grant Funded

A. Contractual Policy Manual and Specific Exhibits

The terms and conditions and deliverables set forth in the Contractual Policy Manual and in all applicable Exhibits and/or service requirements located in the manual shall be in addition to those contained in this principal Attachment and in the Uniform Grant Agreement. They are incorporated herein by reference.

B. Conflict Between Attachment C, Exhibits and Service Requirements

In the event of a conflict between Attachment C, and an Exhibit or Service Requirement, the terms of the latter shall supersede and govern.

Grant Funded Only

C. Continuity of Services

The funds obligated under this award are for the entire twelve-month period of the state fiscal year referenced herein unless a specific start date is indicated due to funding restrictions. Therefore, the organization shall ensure that all services funded by this award are available for the entire twelve-month period of the fiscal year irrespective of when full disbursement of the award occurs.

D. Annual Online Certification Plan Survey

The organization shall complete an Annual Certification Plan Survey in a format prescribed by SUPR and have such a plan approved in writing and on file with SUPR.

VI. Payment

A. Funding Methodology

Grant or Grant Fixed Rate shall be the funding methodology for all funds. Grantees will receive payment by one of the three payment methodologies (Advance Payment, Reimbursement or Working Capital Advance).

I. Advance Payment Method (Advance and Reconcile)

1. An initial payment will be processed in an amount equal to the first two months' cash requirements as reflected in the Advance Payment Requirements Forecast (Cash Budget) Form submitted with the Grantee's application. The initial payment will be processed upon execution of the grantee's Uniform Grant Agreement.
2. Grantees must submit monthly invoices in the format and method prescribed in the Grantee's executed Uniform Grant Agreement. The first invoice is due within 15 days after the first month of the Award's term. Invoices must include only allowable incurred costs that have been paid by the Grantee. For programs that have Grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.
3. Subsequent monthly payments will be based on each monthly invoice submitted by Grantee to Grantor, and will be adjusted up or down, based on a comparison of actual cumulative expenditures to cumulative advance payments, to date.
4. Grantees that do not expend all advance payment amounts by the end of the Award term or that are unable to demonstrate that all incurred costs were

necessary, reasonable, allowable, or allocable as approved in their respective budget, must return the funds within 45 days.

5. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.
6. Failure to abide by advance payment governance requirements may result in grantee losing their right to advance payments.

II. Reimbursement Method

1. IDHS will disburse payments to Grantee based on actual allowable costs incurred as reported in the monthly financial invoice submitted for the respective month, as described below.
2. Grantees must submit monthly invoices in a format prescribed by Grantor. Invoices must include all allowable incurred costs for the first and each subsequent month of operations until the end of the Award term. Invoices must be submitted on or before the 15th calendar day following the end of each monthly invoice period. As practicable, Grantor shall process payment within 30 calendar days after receipt of the invoice, unless the State awarding agency reasonably believes the request to be improper.
3. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

III. Working Capital Advance Method

1. IDHS Grant Program Managers will advance working capital payments to the grantee to cover their estimated disbursement needs for an initial period not to exceed two months of grant expenses. Startup costs may be approved if determined by IDHS Grant Program Managers to be allowable.
2. Grantees must submit monthly invoices for each of the one or two months covered by the Working Capital Advance in the format and method prescribed by the Grantor. The first invoice is due 15 calendar days after the first month of the Award term. Invoices must include only allowable incurred costs that have been paid by the grantee. For grant programs that have grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.
3. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.
4. Working Capital Advance Payments are limited to a single occurrence per grant term.

5. Following the initial working capital advance payment, grantees will be paid via advance or reimbursement method as appropriate.

Grant Fixed Rate: means payments for non-Medicaid services based on a rate, unit cost or allowable costs incurred, that are based on a statement, bill or DARTS submission as required by IDHS. Fixed Rate payments are subject to all federal administrative regulations and requirements including, but not limited to, OMB Circular A-102, OMB Circular A-100, OMB Circular A-133, and are subject to all applicable cost principles, including OMB Circular A-21, OMB Circular A-87 and OMB Circular A-122. A Fixed Rate agreement, in common terminology, is a non-Medicaid fee-for-service agreement. Fixed Rate grants will be paid on a Reimbursement basis.

B. Payments Processed by Division

All Payments made by SUPR are subject to post-payment audit and recovery procedure as set forth in IX, F. of this attachment.

C. Grantee Compliance Enforcement System; Illinois Stop Payment List

The Grant Accountability and Transparency Act (GATA) established a Grantee Compliance Enforcement System that outlines a statewide framework for State agencies to manage occurrences of noncompliance with grant requirements. See 44 ILCS 7000.80 For example, organizations that do not submit monthly invoices or quarterly periodic performance reports as per deliverable requirements in their UGA can be referred to IDHS for placement on the IDHS stop-pay list. Possible non-compliance repercussions include referral to the State stop pay system which impacts all agencies' payments.

D. Final Billing Submission Date

The final submission date for billing all non-Medicaid funded services is close of business of the first Monday of August. Notification is provided twice a year in writing of the actual final submission date. It is the responsibility of each organization to ensure that all fiscal year billings are submitted for DARTS or manual processing by this date. As a reminder, it is critically important that DARTS or manual billing errors be resolved when they occur as delays in billing reconciliation from the organization that result in non-accepted or late submissions will not be eligible for payment through the Court of Claims. Examples of such delays that are the responsibility of the organization are:

1. Submission of claims past the August date.

2. Non-reconciliation of software reporting problems resulting in inability to submit bills by the August date.
3. Non-reconciliation of DARTS or manual billing errors by the August date.
4. Non-submission of manual payment vouchers by the August date.

To assist with compliance to year-end submissions, it is strongly recommended that June DARTS or manual earnings/expenditures, as well as any other prior month's earnings/ expenditures, be submitted as early as possible in July to allow time for correction of errors. Adherence to this submission deadline is a factor that is evaluated during each state fiscal year contracting process.

VII. Eligibility Criteria

A. Patient Eligibility

All individuals who receive services funded by the Division must:

1. Meet the income eligibility requirements specified in the Contractual Policy Manual and/or;
2. Meet any stated eligibility conditions in an Exhibit referenced in the Attachment C cover page, the Contractual Policy Manual, and Exhibit 1 for the applicable fiscal year award and/or;
3. Have a valid Illinois medical card for Medicaid reimbursement.

B. Gender/Religion

No organization shall, on the grounds of gender (including in the case of any woman due to pregnancy) or of religion, exclude any patient from participation in, or deny the benefits of any services or activities funded hereunder.

C. Service Priorities

In its admission of patients for services as described in this Agreement, the organization shall, and certifies that it does, give priority to the following patients (unless such priority would violate state or federal law). Priorities 1, 2, and 3 must be addressed in rank order.

1. Pregnant women with injecting drug use.
2. Pregnant women with a substance use disorder.
3. Individuals with injecting drug use.

4. Post-partum women, women with young children and justice-involved women.
5. DCFS referred persons, TANF, DOC releasees and those with service in the U.S. Armed Forces.

D. TANF Referrals

Any TANF individuals referred from an IDHS office must be given priority status for placement as specified herein. Such individuals must receive an assessment within 48 hours and every attempt should be made for an immediate placement in treatment. The organization shall comply with all paperwork requirements associated with the referral, placement, progress, and sanctioning of such individuals (i.e., referral acceptance form, progress report form).

E. Service Members, Veterans, and Their Families (SMVF)

The organization shall:

1. Develop policies and procedures regarding the provision of substance use disorder services to SMVF.
2. Develop a list of referral resources to assist SMVF address issues related to Post Traumatic Stress Disorder, suicide prevention, employment, education, housing, and the process of applying for state and federal veteran's benefits.
3. Ensure that the following inquiry is made when conducting any initial screening or evaluation. "Have you or a loved one ever served in the U.S. Armed Forces?"
4. Ensure SMVF have access to culturally appropriate services, through development of a training plan to improve staff awareness of SMVF issues and increase staff understanding of military culture. Training resources can include the [Illinois Joining Forces](#) network, the [Illinois Department of Veterans Affairs](#) , [U.S. Department of Veterans Affairs](#) , and the [VA's Community Providers](#) toolkit.

VIII. Reporting Requirements

A. Periodic Performance Reporting

The State agency shall require organizations that receive a UGA to use the Periodic Performance Report (PPR) to articulate performance outcomes. In addition, each State grantmaking agency shall utilize the PPR to:

1. Require its awardees to relate financial data to performance accomplishments of the award; and

2. When applicable, require awardees to provide cost information to demonstrate cost-effective practices. [30 ILCS 708/50(c)(1)]

All fixed rate grantees, unless otherwise specified in writing by the Division, shall report service data electronically. Organizations shall also report any other data requested by the Division to carry out its duties. The preferred method of reporting fixed rate grant service data is through software supplied by the Division (DARTS) unless another arrangement has been made in writing.

B. Source Data

Organizations shall be able to verify, upon request, all DARTS and manual reporting data entries via hard copy of source documentation as defined and described in the SUPR Contractual Policy Manual for the current fiscal year.

C. Fiscal Data

Organizations must submit financial reports as requested and in the format required by SUPR. Organizations shall file monthly reports with SUPR describing the expenditure(s) of the funds related thereto IAW 2 CFR 200.207. Failure to submit the required financial reports may cause delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327.

D. DASIS

The U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration, Drug and Alcohol Services Information System (DASIS), National Survey of Substance Abuse Treatment Services (N-SSATS) questionnaire shall be completed by the organization at least annually. One survey shall be completed per site number (one I-SATS number is assigned per site). Inventory of Substance Abuse Treatment Services (I-SATS) are assigned by the Substance Abuse and Mental Health Services Administration (SAMHSA) to all treatment facilities. The I-SATS ID number is the same identifier for the Treatment Episode Data Set (TEDS), and the National Survey of Substance Abuse Treatment Services (N-SSATS) systems.

E. Manual Reporting

All manual report requirements set forth in specific service requirements located in the Contractual Policy Manual shall be submitted according to timeframes set within the UGA or directed by SUPR. All such reports shall be submitted to the Contract

Manager/Project Director with carbon copy to their supervisor through their Illinois email address and they can be also submitted to the following address:

Contract Management
Attn: Supervisor
Illinois Department of Human Services
Division of Substance Use Prevention and Recovery
401 South Clinton Street, Second Floor
Chicago, Illinois 60607-3800

F. Capacity Management/Waiting List

The organization shall report capacity information for funded residential and/or opioid treatment programs to the Capacity Management System ("CAPMAN") daily. Reporting shall occur in a manner specified by SUPR through the Illinois Helpline for Opioids and Other Substances portal. The organization agrees to make every reasonable effort to locate and effect referrals to appropriate services for any patient who is specified as a priority service population as described herein, before placing such patient on a waiting list. Organizations shall maintain a documented record system, which includes patient locating information for patients it has placed on a waiting list. A waiting list function is available through the Illinois Helpline for Opioids and Other Substances. Interim services must be provided to patients that are considered priority populations if they are on the organization's waiting list.

IX. Special Conditions

A. Training

The organization shall attend and participate in SUPR sponsored training and technical assistance. The organization shall be notified of required training and shall be responsible for all related travel expenses, unless otherwise specified. Attendance of fixed rate funded program staff may be billed through the Community Intervention

B. Notifications

The organization shall:

1. Notify SUPR immediately in writing upon discovery of any substantial problem relative to the submission of any required service or financial data.
2. Obtain approval from SUPR in writing 90 calendar days prior to any planned cessation or relocation of any service or facility funded in part or total by the

Division.

Failure to obtain such approval is a material breach of this agreement and voids the Division's funding obligation for such program.

C. Peer Review

Peer review, coordinated through SUPR will be conducted on selected organizations to assess the quality, appropriateness, and efficiency of treatment services delivered in accordance with 77 Ill. Adm. Code 2060 and in accordance with the requirements of 45 CFR, Part 96.136. All funded organizations must participate in this process when requested.

D. Staff Development

The organization shall provide or facilitate staff development, including continuing education and will participate in continuing education/professional development with respect to:

1. Recent trends in SUD in the state;
2. Improved methods and evidence-based practices for SUD and prevention services;
3. Performance accountability;
4. Data Collection and reporting requirements; and
5. Any other matters that would serve to improve the delivery of SUD prevention, intervention, and treatment within the state.

E. Evaluations

The organization may be randomly selected to participate in outcome evaluations by SUPR. If selected, the organization shall assist as requested within reason, i.e., locating and interviewing patients, obtaining required written consent from patients. The organization shall within reason and in accordance with confidentiality requirements, keep contact information on former patients, which includes at least three individuals that may be contacted regarding their participation,

F. Monitoring and Post-Payment Auditing

The organization shall allow the Division access to its facilities, records, and employees for the purposes of monitoring and post-payment auditing. Any findings arising from monitoring or post-payment audits will be shared with the organization.

The organization shall submit corrective action plans to SUPR as requested, shall comply with plans of correction relative to monitoring and may be subject to license sanctions for non-compliance. Post-payment audit will also result in recoupment of funds, which are the subject of audit findings. Any funds, which have been determined to be unsupported; to be overpayments; or otherwise, to be improperly held, shall be returned to the Division.

1. Grant funds shall be recovered as disbursement adjustments during the contract or pursuant to the Illinois Grant Funds Recovery Act and 89 Ill. Adm. Code 511 at the end of the grant period.
2. Grant Fixed Rate and Drunk and Drugged Driving Prevention Fund (DDDPF) funds shall be recovered pursuant to a notice of intent to recover unsubstantiated billings and a chance for written informal review.
3. Medicaid funds shall be recovered pursuant to 89 Ill. Adm. Code 140.15 and 89 Ill. Adm. Code 104.200 et. seq. regarding Medical Vendor Hearings.

G. Fiscal Requirements for Grant Funded Only

Federal Award funds may not be used:

1. To provide inpatient hospital services, except as determined to be medically necessary in accordance with federal guidelines;
2. To make cash payments to intended recipients of health services except in the case of program outcome evaluations;
3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;
4. To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds without prior approval;
5. To provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for AIDS;
6. To provide financial assistance to any entity other than a public or nonprofit private entity;
7. To expend more than the amount prescribed by Section 1931 (a)(3) of the PHS Act for the provision of treatment services in penal or correction institutions of the state; and

8. The organization shall adhere to all applicable requirements cited in federal regulations 2 CFR200 as well as SABG requirements stated in federal regulations Title 45; Part 96; Subpart L; 96.135.

H. Funding Policy

1. The organization shall establish systems regarding eligibility, billing, and collection to assure that persons entitled to third party payment benefits (other than state or federal funds) are reimbursed therefrom, and that all other provisions regarding patient eligibility and payment are implemented as specified in the Contractual Policy Manual.
2. Substance use disorder treatment services billed to this contract agreement shall be reimbursed at the rates set forth in current Contractual Policy Manual. Rates for existing programs will remain in place during the period of this agreement or until otherwise indicated in writing by the Division.
3. Funding is provided for services to all eligible individuals regardless of where they reside in Illinois unless otherwise specified by the Division.

I. Global Funding

Global funding combines multiple services together into one funding amount that is used for disbursement. An earnings expectation is established as the global funding amount to provide service flexibility throughout all levels of care. However, dedicated funding may be established within global funding relative to expectations for a specific service or population.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. 43CDZ03636

State Agency Illinois Department of Human Services

FY. 2025

Grantee DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number. 25-444-26-1565-01

Data Universal Number System (DUNS) Number 135836026

FEIN 366006551

Catalog of State Financial Assistance (CSFA) Number 444-26-1565

CSFA Short Description. TOBACCO ENFORCEMENT PROGRAM

Catalog of Federal Domestic Assistance (CFDA) Number N/A

CFDA Short Description. N/A

Section A: State of Illinois Funds

REVENUES	Total
State of Illinois Requested:	\$7,172.00
Budget Expenditure Categories	
1. Personnel (200.430)	N/A
2. Fringe Benefits (200.431)	N/A
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	N/A
7. Consultant (200.459)	N/A
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	N/A
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	\$7,172.00
16. Total Direct Costs (add lines 1-15) (200.413)	\$7,172.00
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs State Grant Funds Lines 16 and 17 MUST EQUAL REVENUE TOTALS ABOVE	\$7,172.00

Contract Published Date Time: 2024.06.19.08.19.51 1



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

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FY. 2025

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Catalog of Federal Domestic Assistance (CFDA) Number N/A

CFDA Short Description. N/A

Section B: Non-State of Illinois Funds

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

Contract Published Date Time: 2024.06.19.08.19.51 1



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. 43CDZ03636

State Agency Illinois Department of Human Services

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CSFA Short Description. TOBACCO ENFORCEMENT PROGRAM

Catalog of Federal Domestic Assistance (CFDA) Number N/A

CFDA Short Description. N/A

Budget Narrative Summary

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

Budget Category	State	Non-State	Total
1. Personnel	N/A	N/A	N/A
2. Fringe Benefits	N/A	N/A	N/A
3. Travel	N/A	N/A	N/A
4. Equipment	N/A	N/A	N/A
5. Supplies	N/A	N/A	N/A
6. Contractual Services	N/A	N/A	N/A
7. Consultant (Professional Services)	N/A	N/A	N/A
8. Construction	N/A	N/A	N/A
9. Occupancy (Rent and Utilities)	N/A	N/A	N/A
10. Research and Development (R & D)	N/A	N/A	N/A
11. Telecommunications	N/A	N/A	N/A
12. Training and Education	N/A	N/A	N/A
13. Direct Administrative Costs	N/A	N/A	N/A
14. Other or Miscellaneous Costs	N/A	N/A	N/A
15. GRANT EXCLUSIVE LINE ITEM(S)	\$7,172.00	N/A	\$7,172.00
16. Total Direct Costs (add lines 1-15) (200.413)	\$7,172.00	N/A	\$7,172.00
17. Indirect Cost	N/A	N/A	N/A
State Request	\$7,172.00		
Non-State Amount		N/A	
TOTAL PROJECT COSTS			\$7,172.00



Finance Resolution

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

File #: FI-R-0118-24

Agenda Date: 7/2/2024

Agenda #: 9.G.

ACCEPTANCE AND APPROPRIATION OF
THE DONATED FUNDS INITIATIVE PROGRAM GRANT PY25
INTER-GOVERNMENTAL AGREEMENT NO. FCSDJ00210
COMPANY 5000 - ACCOUNTING UNIT 6560
\$103,119

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

WHEREAS, the County of DuPage, through the DuPage County State's Attorney's Office, has been notified by the Illinois Department of Human Services that grant funds in the amount of \$77,339 (SEVENTY-SEVEN THOUSAND, THREE HUNDRED THIRTY-NINE AND NO/100 DOLLARS) are available for continuing the DuPage County Children's Center Donated Funds Initiative Program; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. FCSDJ00210 with the Illinois Department of Human Services, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the County will provide matching funds in the amount of \$25,780 (TWENTY-FIVE THOUSAND, SEVEN HUNDRED EIGHTY AND NO/100 DOLLARS) which is budgeted for in Fiscal Year 2024 and will be provided by the General Fund-Children's Center (Company 1000 - Accounting Unit 6510); and

WHEREAS, the term of the Inter-Governmental Agreement is from July 1, 2024 through June 30, 2025; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Inter-Governmental Agreement No. FCSDJ00210 (ATTACHMENT II) between DuPage County and the Illinois Department of Human Services 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 \$103,119 (ONE HUNDRED THREE THOUSAND, ONE HUNDRED NINETEEN AND NO/100 DOLLARS) be made to establish the Donated Funds Initiative Program Grant PY25, Company 5000 - Accounting Unit 6560, for the period July 1, 2024 through June 30, 2025; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Director of the DuPage County Children's Advocacy Center is authorized to execute and sign Agreement No. FCSDJ00210 as the Authorized Representative; and

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

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

Enacted and approved this 9th day of July, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ACCEPTANCE AND APPROPRIATION TO ESTABLISH
THE DONATED FUNDS INITIATIVE PROGRAM GRANT PY25
INTER-GOVERNMENTAL AGREEMENT NO. FCSDJ00210
COMPANY 5000 – ACCOUNTING UNIT 6560
\$103,119

REVENUE

41000-0002 - Federal Operating Grant - HHS	\$	77,339
46031-0000 - Matching Contributions		<u>25,780</u>

TOTAL ANTICIPATED REVENUE	\$	<u><u>103,119</u></u>
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EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries	\$	<u>103,119</u>
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TOTAL PERSONNEL	\$	<u>103,119</u>
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TOTAL ADDITIONAL APPROPRIATION	\$	<u><u>103,119</u></u>
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GRANT AGREEMENT

**BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF HUMAN SERVICES
AND**

DUPAGE COUNTY DEPARTMENT OF

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

PART ONE – The Uniform Terms

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

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

DEPARTMENT OF HUMAN SERVICES

By: _____
Signature of Dulce Quintero, Secretary

Date: _____

Designee Name: _____

Designee Title: Contract Obligations Analyst

By: _____
Signature of Second Grantor Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Second Grantor Approver

By: _____
Signature of Third Grantor Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Third Grantor Approver

DUPAGE COUNTY DEPARTMENT OF

By: _____
Signature of Authorized Representative

Date: _____

Printed Name: _____

Printed Title: _____

E-mail: mary.keating@dupageco.org

FEIN: 366006551

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

PART ONE – THE UNIFORM TERMS

ARTICLE I DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II AWARD INFORMATION

2.1 **Term.** This Agreement shall be effective on Jul 1, 2024 and expires on Jun 30, 2025 (the TERM), unless terminated pursuant to this Agreement.

2.2 **Amount of Agreement.** Grant Funds (check one) ☐ must not exceed or ☒ are estimated to be \$77,339.00, of which \$77,339.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

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

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

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

ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

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

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

3.2. **Tax Identification Certification.** Grantee certifies that: 36-6006551 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy-Non Corporate |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> P = partnership |
| <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**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

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

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

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

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

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

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

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

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

ARTICLE V

SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

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

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

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

**ARTICLE VI
BUDGET**

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

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

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

**ARTICLE VII
ALLOWABLE COSTS**

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

7.2. Indirect Cost Rate Submission.

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

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

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

- (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

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

(d) A grantee who does not have a current negotiated rate, may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

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

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

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII LOBBYING

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

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

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

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

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

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

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

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

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

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

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

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

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

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

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

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

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

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

ARTICLE XII AUDIT REQUIREMENTS

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

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

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

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

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

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

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

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

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(2) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

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

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

12.4. "For-Profit" Entities.

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

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required

submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

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

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

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

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

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

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

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

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

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE.

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

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

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

13.5. Effects of Suspension and Termination.

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

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

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

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

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

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The

requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

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

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

ARTICLE XV NOTICE OF CHANGE

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

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

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

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

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

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

terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

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

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

ARTICLE XVIII EQUIPMENT OR PROPERTY

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

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

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

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

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

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XX INSURANCE

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

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

ARTICLE XXI

LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

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

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

ARTICLE XXII MISCELLANEOUS

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

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

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

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

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

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement

will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

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

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

22.10. Precedence.

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

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

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

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

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

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

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

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EXHIBIT A
PROJECT DESCRIPTION

FEDERAL PROGRAM NAME: SOCIAL SERVICES BLOCK GRANT STATE PROGRAM NAME: SOCIAL ADJ & REHABILITATION/PI/OPS

SCOPE OF SERVICES

ACCOUNT_LINE(s) SUMMARY:

Acct.Line#: 1
CSFA Number: 444-80-1213
Appropriation FY: 2025
Appropriation Code: 0762.44480.4900.000000NE
WBS Element: 444SSBG024-DFCFD120-HC93
Sponed. Prog: DFCF
Appropriation Amount: \$52,591.00
These funds are Used/Reported by the Provider as Federal Funds: Yes
Use by DHS as Maintenance of Effort (MOE): No
Use by DHS as Matching Funds: No
Assistance Listing Program Number: 93.667
Assistance Listing Program Title: Social Service Block Grant
FAIN Number: 2402ILSOSR - FAIN Award Agency: DHHS
FAIN Award Date: Oct 1, 2023

Acct.Line#: 2
CSFA Number: 444-80-1213
Appropriation FY: 2025
Appropriation Code: 0762.44480.4900.000000NE
WBS Element: 444SSBG024-DFCFD120-HC93
Sponed. Prog: DFCF
Appropriation Amount: \$24,748.00
These funds are Used/Reported by the Provider as Federal Funds: Yes
Use by DHS as Maintenance of Effort (MOE): No
Use by DHS as Matching Funds: No
Assistance Listing Program Number: 93.667
Assistance Listing Program Title: Social Service Block Grant
FAIN Number: 2502ILSOSR - FAIN Award Agency: DHHS
FAIN Award Date: Oct 1, 2024

Targeted area is statewide

Social service delivery to persons in need with a reasonable expectation of:

- Achieving or maintaining economic self-support to prevent, reduce or eliminate dependency;
- Achieving or maintaining self-sufficiency, including reduction or prevention of dependency;
- Preventing or remedying neglect, abuse or exploitation of children and adults unable to

EXHIBIT A
PROJECT DESCRIPTION

protect their own interests or preserving, rehabilitating or reuniting families;
 - Preventing or reducing inappropriate institutional care by providing for community based care, home based care or other forms of less intensive care; and
 - Securing referral or admission for institutional care when other forms of care are not appropriate or providing services to individuals in institutions.

The service content is as specified in a Program Plan that is prepared by the contractor. The Program Plan is a detailed description of the expectations of the contract and the basis for accountability. Services are defined by the Title XX Social Services Block Grant and the Donated Funds Initiative.

Federal Statutes: Federal Law and Statute: Social Services Block Grant-Mandatory Block Grant by the Social Security Act, Title XX, as amended; Omnibus Budget Reconciliation Act of 1981, as amended, Public Law 97-35; Jobs Training Bill, Public Law 98-8 and 473; Medicaid and Medicare Patient and Program Act of 1987; Omnibus Budget Reconciliation Act of 1987, Public Law 100-203; Family Support Act of 1998, Public Law 100-485; Omnibus Budget Reconciliation Act of 1993, Public Law 106-66, 42 U.S.C 1397 ET seq.

State Statute: The Department will make use of the Local Initiative Fund as governed by the appropriations authority established by the Illinois General Assembly (Section 12-10.1 of the Illinois Public Aid Code [305 ILCS 5/12-10.1]) for the purpose of purchasing social services.

Administrative Rule: Title 89 Part 130 Administration of Social Programs. This authority is through the appropriation from the Local Initiative Fund, which is the designated account into which the Department receives federal funds and out of which it reimburses up to 75% of the costs of services provided under the Donated Funds Initiative.

----- END OF PROGRAM: SOCIAL ADJ & REHABILITATION/PI/OPS -----

EXHIBIT B
DELIVERABLES

- A. Time Period for Required Periodic Financial Reports. Unless a different reporting requirement is specified in Exhibit G, Grantee shall submit financial reports to Grantor pursuant to Paragraph 13.1 and reports must be submitted no later than 15 days after the quarter ends.
- B. Time Period for Close-out Reports. Grantee shall submit a Close-out Report pursuant to Paragraph 13.2 and no later than 30 days after this Agreement's end of the period of performance or termination.
- C. Time Period for Required Periodic Performance Reports. Unless a different reporting requirement is specified in Exhibit G, Grantee shall submit Performance Reports to Grantor pursuant to Paragraph 14.1 and such reports must be submitted no later than 15 days after the quarter ends.
- D. Time Period for Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, pursuant to Paragraph 14.2 and no later than 30 days after this Agreement's end of the period of performance or termination.

----- END OF PROGRAM: SOCIAL ADJ & REHABILITATION/PI/OPS -----

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: LATICIA WHEATLEY
 Title: Social Service Program Planner
 Address: 823 E Monroe St
Springfield, IL 62701-1915

GRANTEE CONTACT

Name: Mary A. Keating
 Title: Director of Community Services
 Address: 421 N County Farm Rd
Wheaton, IL 60187-3978

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: _____

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: LATICIA WHEATLEY
 Title: Social Service Program Planner
 Address: 823 E Monroe St
Springfield, IL 62701-1915

 Phone: 217-557-2948
 TTY #: _____
 E-mail Address: latricia.wheatley@illinois.gov

GRANTEE CONTACT

Name: Catherine Hundley
 Title: Director, Childrens Center
 Address: 421 N County Farm Rd
Wheaton, IL 60187-3978

 Phone: 630-407-2725
 TTY #: _____
 E-mail Address: catherine.hundley@dupagecounty.go

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EXHIBIT D
PERFORMANCE MEASURES

Measures data includes:

- 1.# of children, seniors and other adults provided Title XX services.
- 2.# of Title XX service activities delivered.

Program Compliance:

Matching funds and expenditures are reported monthly via IL444-4131 - Donated Funds Initiative - Request for Reimbursement or C-13 Invoice Voucher. Measurements to support contract compliance:

- 1.Amount of the 25% local matching dollars reported.
- 2.Amount of allowable line item expenditures reported.
- 3.Number of timely and correct reports submitted monthly for reimbursement, quarterly for service provision and annually for service planning and final reporting.
- 4.Number of contractors submitting a budget with administrative cost less than 20%.
- 5.Number of contractors agreeing to an on-site compliance monitoring review.

Federal Reporting:

Two reports are submitted by DHS annually for federal reporting. A Pre expenditure report also known as the States Intended Use Plan and Post Expenditure report which is used to compare projected services to actual for each service category.

Measurements to support federal reporting via Pre and Post Expenditure Reports prepared by the DHS Bureau of Basic Supports-Title XX:

- 1.Same as above- # of children, seniors, and other adults served.
- 2.Same as above- amount of allowable expenditures.

----- END OF PROGRAM: SOCIAL ADJ & REHABILITATION/PI/OPS -----

EXHIBIT D
PERFORMANCE STANDARDS

Social Services are delivered that are directed to achieving or maintaining economic self-support, self-sufficiency, preventing or remedying neglect, abuse, inappropriate institutional care, or securing appropriate care.

1. At least 70 % of the projected number of persons to receive services.
2. At least 70 % achievement of the projected service activities.
3. No more than 10% variance of expenditures to budget line item.
4. 100% of the required local matching dollars will be applied to the program.
5. 100% of the line item expenditures will be allowable.
6. 80% timely and correct reports submitted monthly for reimbursement, quarterly for service provision and annually for service planning and final reporting.
7. 100% expected to comply with a compliance monitoring review.
8. 100% shall have no more than 20% administration cost.

----- END OF PROGRAM: SOCIAL ADJ & REHABILITATION/PI/OPS -----

EXHIBIT E
SPECIFIC CONDITIONS

N/A

----- END OF PROGRAM: SOCIAL ADJ & REHABILITATION/PI/OPS -----

EXHIBIT F
PAYMENT

Payments occur after service has been provided and documentation has been received by IDHS. Payment is contingent upon providers having on hand the 25% required match.

Title XX Social Services Block Grant Donated Funds Initiative is a fixed rate grant program for which the payments are made on the basis of a rate or allowable actual cost incurred per the Program Plan and is based on a statement or bill as required by IDHS.

Billings, with substantiating documentation, are submitted by the Provider within thirty days following the end of the month for which payment is requested.

Reimbursement of costs incurred prior to the execution date of this agreement, but not before the July 1, 2024 Start Date of this agreement, will be allowed for use as specified in the Exhibit A Project Description of this agreement, as approved by the Department. If not associated with activities clearly identified in the Exhibit A Project Description of this agreement, any such costs incurred will be disallowed.

UGA Payment Language Guidance

Grantees will receive payment by one of the three payment methodologies (Advance Payment, Reimbursement or Working Capital Advance). Grantees will automatically be paid via Reimbursement Method unless a request for Advance Payment Method or Working Capital Advance Method is made using the IDHS Advance Payment Request Cash Budget Template (Cash Budget).

I. Advance Payment Method (Advance and Reconcile)

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

B. Grantees must submit monthly invoices in the format and method prescribed in the Grantee's executed Uniform Grant Agreement. Invoices must be submitted on or before the 30th day following the end of any respective monthly invoice period. Invoices must include only allowable incurred costs that have been paid by the Grantee. For programs that have Grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.

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

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

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

EXHIBIT F
PAYMENT

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

II. Reimbursement Method

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

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

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

III. Working Capital Advance Method

A. IDHS Grant Program Managers will advance working capital payments to the grantee to cover their estimated disbursement needs for an initial period not to exceed two months of grant expenses. Startup costs may be approved if determined by IDHS Grant Program Managers to be allowable.

B. Grantees must submit monthly invoices for each of the one or two months covered by the Working Capital Advance in the format and method prescribed by the Grantor. Invoices must be submitted on or before the 30th day following the end of any respective monthly invoice period. Invoices must include only allowable incurred costs that have been paid by the grantee. For grant programs that have grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.

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

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

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

----- END OF PROGRAM: SOCIAL ADJ & REHABILITATION/PI/OPS -----

PART TWO –GRANTOR-SPECIFIC TERMS

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

**ARTICLE XXIII
ADDITIONAL CERTIFICATIONS**

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

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

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

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

**ARTICLE XXIV
ADDITIONAL TERMS**

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

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

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

and submitted to the appropriate Grantor program personnel. Evidence of the qualifications for replacement personnel (such as a résumé) shall be included. 2 CFR 200.308.

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

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

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

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

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

24.9 Reporting Requirements. The reporting timeframes described in Paragraphs 10.1, 10.2, 11.1 and 11.2 are specified in **EXHIBIT B**.

ARTICLE XXV MONITORING AND INFORMATION

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

conduct announced and unannounced monitoring visits and Grantee shall cooperate with Grantor in connection with all such monitoring visits. Failure of Grantee to cooperate with Grantor in connection with announced and unannounced monitoring visits is grounds for Grantor's termination of this Agreement.

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

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

ARTICLE XXVI WORK PRODUCT

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

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

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

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

ARTICLE XXVII

POST-TERMINATION/NON-RENEWAL

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

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

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

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

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

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

ARTICLE XXVIII**LINGUISTIC AND CULTURAL COMPETENCY GUIDELINES AND ASSURANCE**

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

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

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

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

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PART THREE –PROJECT-SPECIFIC TERMS

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

**ARTICLE XXIX
ADDITIONAL REQUIREMENTS**

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

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

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State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. FCSDJ00210

State Agency Illinois Department of Human Services

FY. 2025

Grantee DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number. 25-444-80-1213-01

Data Universal Number System (DUNS) Number 135836026

FEIN 366006551

Catalog of State Financial Assistance (CSFA) Number 444-80-1213

CSFA Short Description. SOCIAL ADJ & REHABILITATION/P

Catalog of Federal Domestic Assistance (CFDA) Number 93.667

CFDA Short Description. 93.667

Section A: State of Illinois Funds

REVENUES	Total
State of Illinois Requested:	\$77,339.00
Budget Expenditure Categories	
1. Personnel (200.430)	\$77,339.26
2. Fringe Benefits (200.431)	N/A
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	N/A
7. Consultant (200.459)	N/A
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	N/A
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	N/A
16. Total Direct Costs (add lines 1-15) (200.413)	\$77,339.26
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs State Grant Funds Lines 16 and 17 MUST EQUAL REVENUE TOTALS ABOVE	\$77,339.00
Note: Total may be adjusted for rounding.	

Contract Published Date Time: 2024.06.25.07.12.32 935



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. FCSDJ00210

State Agency Illinois Department of Human Services

FY. 2025

Grantee DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number. 25-444-80-1213-01

Data Universal Number System (DUNS) Number 135836026

FEIN 366006551

Catalog of State Financial Assistance (CSFA) Number 444-80-1213

CSFA Short Description. SOCIAL ADJ & REHABILITATION/P

Catalog of Federal Domestic Assistance (CFDA) Number 93.667

CFDA Short Description. 93.667

Section B: Non-State of Illinois Funds

REVENUES	Total
Grantee Match Requirement %: 25.00	
b) Cash	\$25,780.00
c) Non-Cash	N/A
d) other Funding and Contributions	N/A
Total Non-State Funds (lined b through d)	\$25,780.00
Budget Expenditure Categories	
1. Personnel (200.430)	\$25,780.37
2. Fringe Benefits (200.431)	N/A
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	N/A
7. Consultant (200.459)	N/A
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	N/A
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	N/A
16. Total Direct Costs (add lines 1-15) (200.413)	\$25,780.37
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs Non-State Grant Funds Lines 16 and 17 MUST EQUAL REVENUE TOTALS ABOVE	\$25,780.00

Note: Total may be adjusted for rounding.

Contract Published Date Time: 2024.06.25.07.12.32 935



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. FCSDJ00210

State Agency Illinois Department of Human Services

FY. 2025

Grantee DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number. 25-444-80-1213-01

Data Universal Number System (DUNS) Number 135836026

FEIN 366006551

Catalog of State Financial Assistance (CSFA) Number 444-80-1213

CSFA Short Description. SOCIAL ADJ & REHABILITATION/P

Catalog of Federal Domestic Assistance (CFDA) Number 93.667

CFDA Short Description. 93.667

Budget Narrative Summary

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

Budget Category	State	Non-State	Total
1. Personnel	\$77,339.26	\$25,780.37	\$103,119.63
2. Fringe Benefits	N/A	N/A	N/A
3. Travel	N/A	N/A	N/A
4. Equipment	N/A	N/A	N/A
5. Supplies	N/A	N/A	N/A
6. Contractual Services	N/A	N/A	N/A
7. Consultant (Professional Services)	N/A	N/A	N/A
8. Construction	N/A	N/A	N/A
9. Occupancy (Rent and Utilities)	N/A	N/A	N/A
10. Research and Development (R & D)	N/A	N/A	N/A
11. Telecommunications	N/A	N/A	N/A
12. Training and Education	N/A	N/A	N/A
13. Direct Administrative Costs	N/A	N/A	N/A
14. Other or Miscellaneous Costs	N/A	N/A	N/A
15. GRANT EXCLUSIVE LINE ITEM(S)	N/A	N/A	N/A
16. Total Direct Costs (add lines 1-15) (200.413)	\$77,339.26	\$25,780.37	\$103,119.63
17. Indirect Cost	N/A	N/A	N/A
State Request	\$77,339.00		
Non-State Amount		\$25,780.00	
TOTAL PROJECT COSTS			\$103,119.00

Note: Total may be adjusted for rounding.



Budget Transfer

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

File #: 24-1900

Agenda Date: 7/2/2024

Agenda #: 8.A.

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective January 22, 2024

From: 1000
 Company #

SHERIFF ADMINISTRATION
 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	
4400	53400		RENTAL OF OFFICE SPACE	\$ 124,580.00	124,580.00	0	6/24/24
Total				\$ 124,580.00			

To: 1000
 Company #

SHERIFF ADMINISTRATION
 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	
4400	54000	0700	BUILDING LEASES	\$ 124,580.00	174,420.00	299,000.00	6/24/24
Total				\$ 124,580.00			

Reason for Request:

Budget transfer necessary due to new accounting treatment for lease

Signature on file

Department Head

Chief Financial Officer

6/26/2024
 Date
 6/25/24
 Date

Activity

(optional)

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 24 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

JPS - 7/2/24
 FIN/CB - 7/9/24



Informational

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-1887

Agenda Date: 7/2/2024

Agenda #: 9.A.



DUPAGE COUNTY PUBLIC DEFENDER

Jeffrey R. York, Chief Public Defender

June 14, 2024

Ms. Lucy Chang Evans
Chairwoman of the Judicial
Public Safety Committee
County Board Offices
421 N. County Farm Road
Wheaton, IL 60187

RE: Monthly Statistical Report

Dear Ms. Chang Evans:

Pursuant to 55 ILCS 5/3-4010, enclosed is a copy of the monthly report of services rendered by the Public Defender's Office through May 31, 2024.

Sincerely,

Signature on file

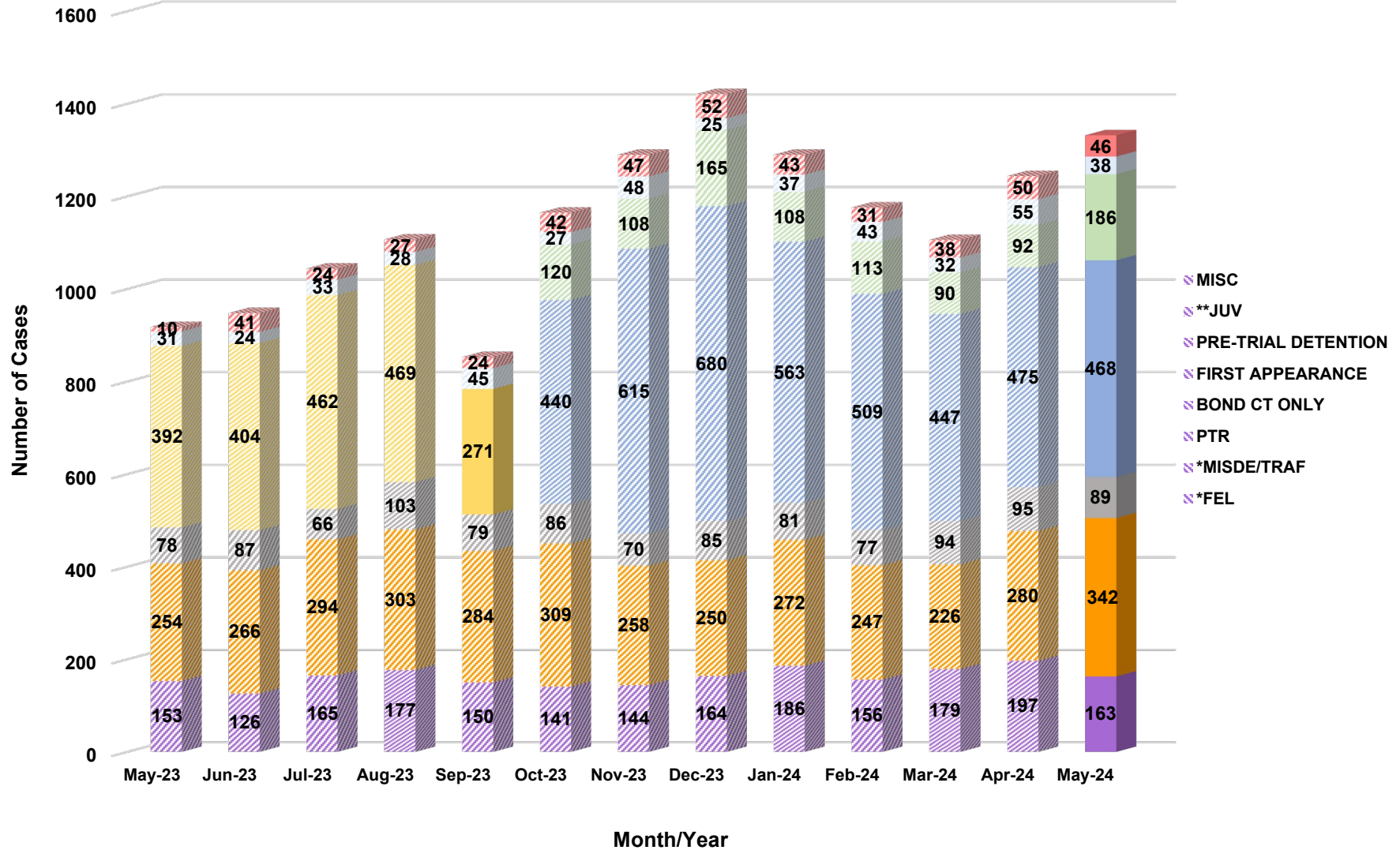
JEFFREY R. YORK
Public Defender of DuPage County

JRY/mb
encl.

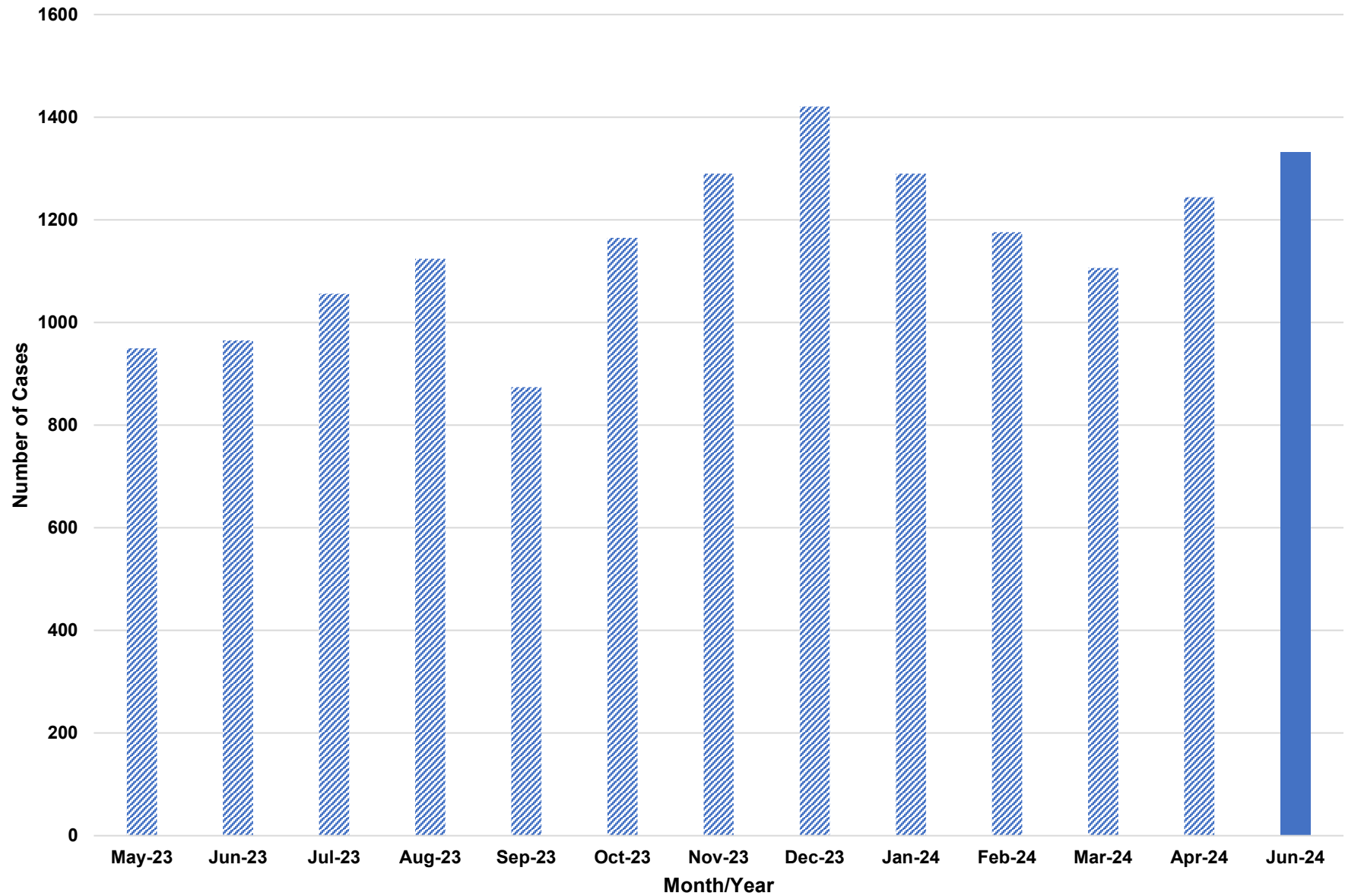
Public Defender's Office - New Case Appointments - May 2024

Case Type	Case Sub Type	Number of Cases
Criminal	Felony	163
Criminal	Misdemeanor	342
Juvenile Abuse and Neglect		21
Juvenile Delinquency		17
Mental Health & Miscellaneous		46
Pre-Trial First Appearance		468
Pre-Trial Detention		186
PTR	Felony/Misdemeanor	89
Total		1332

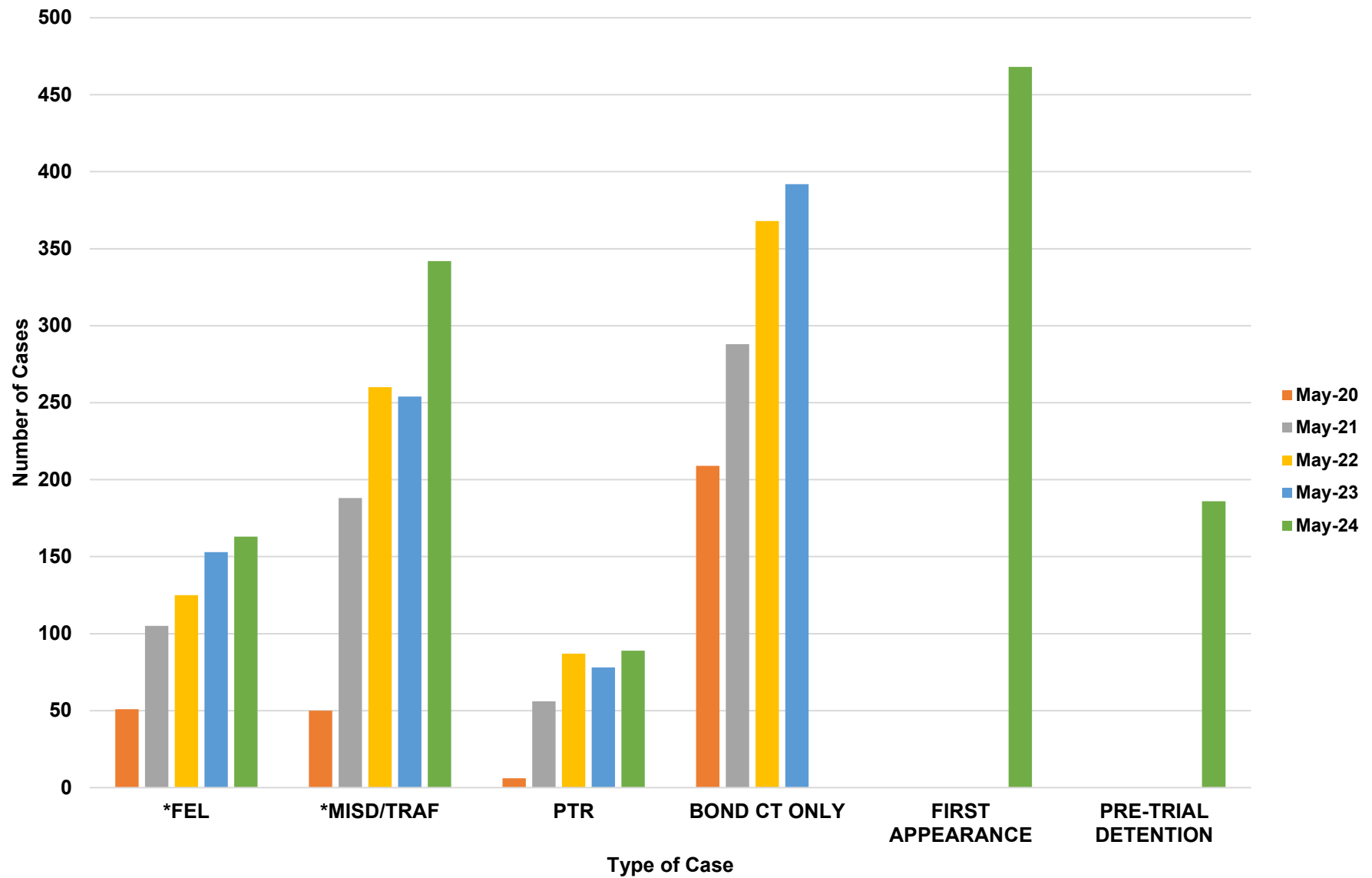
Public Defender's Office - New Appointments - By Category Stacked May 2023 - May 2024



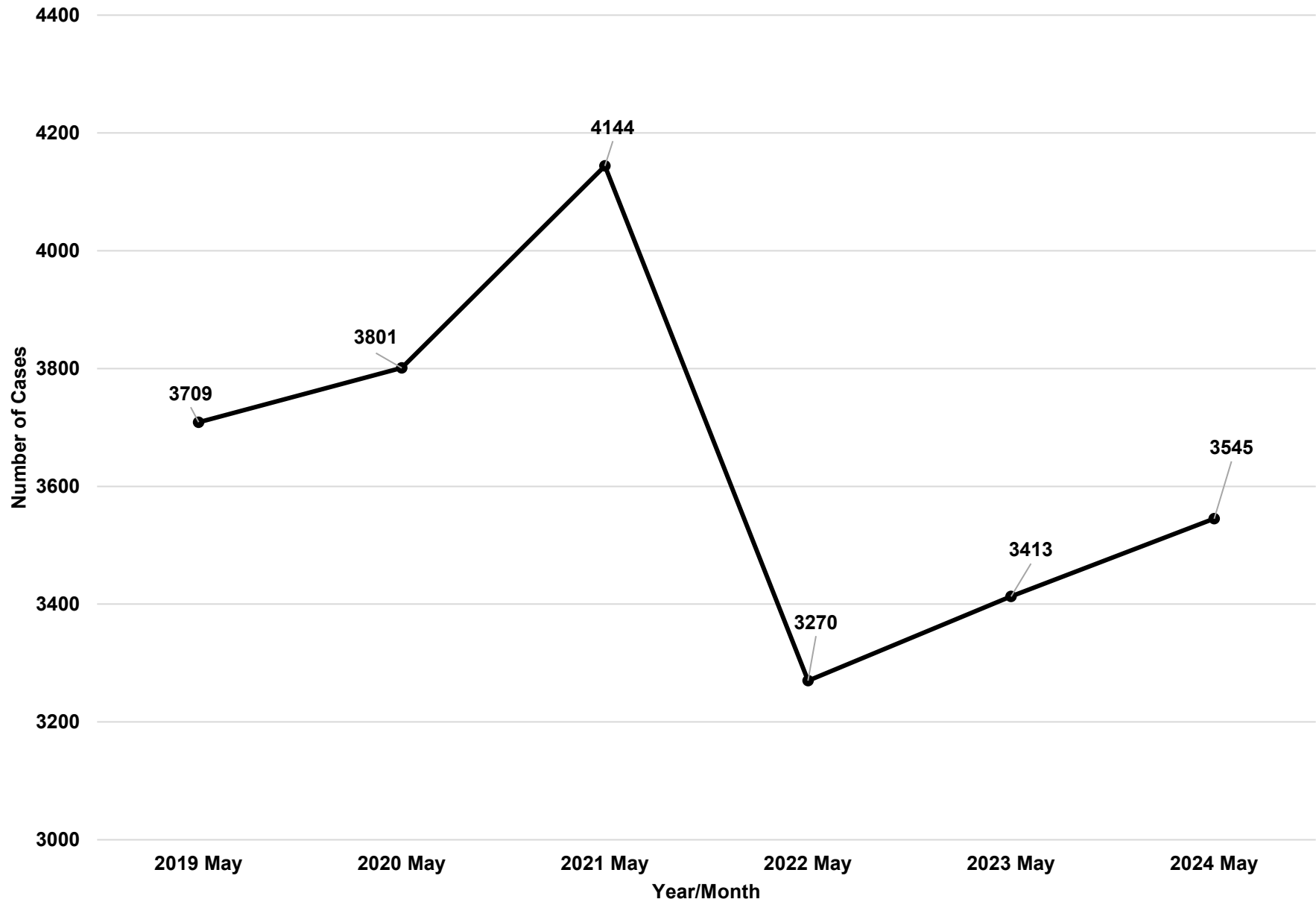
Public Defender's Office - New Case Appointments May 2023 - May 2024



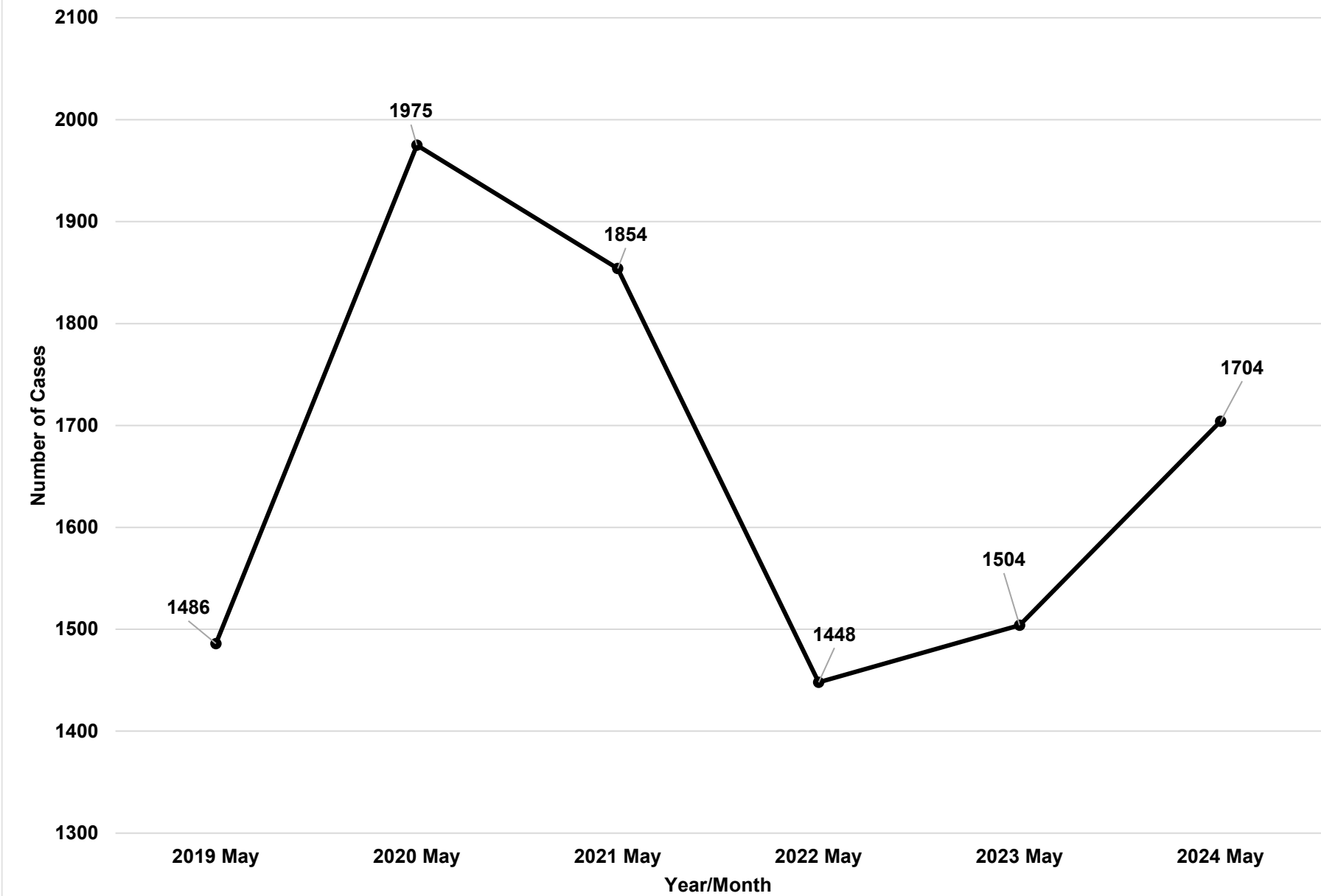
Public Defender's Office - New Case Appointment by Type May 2020 - May 2024



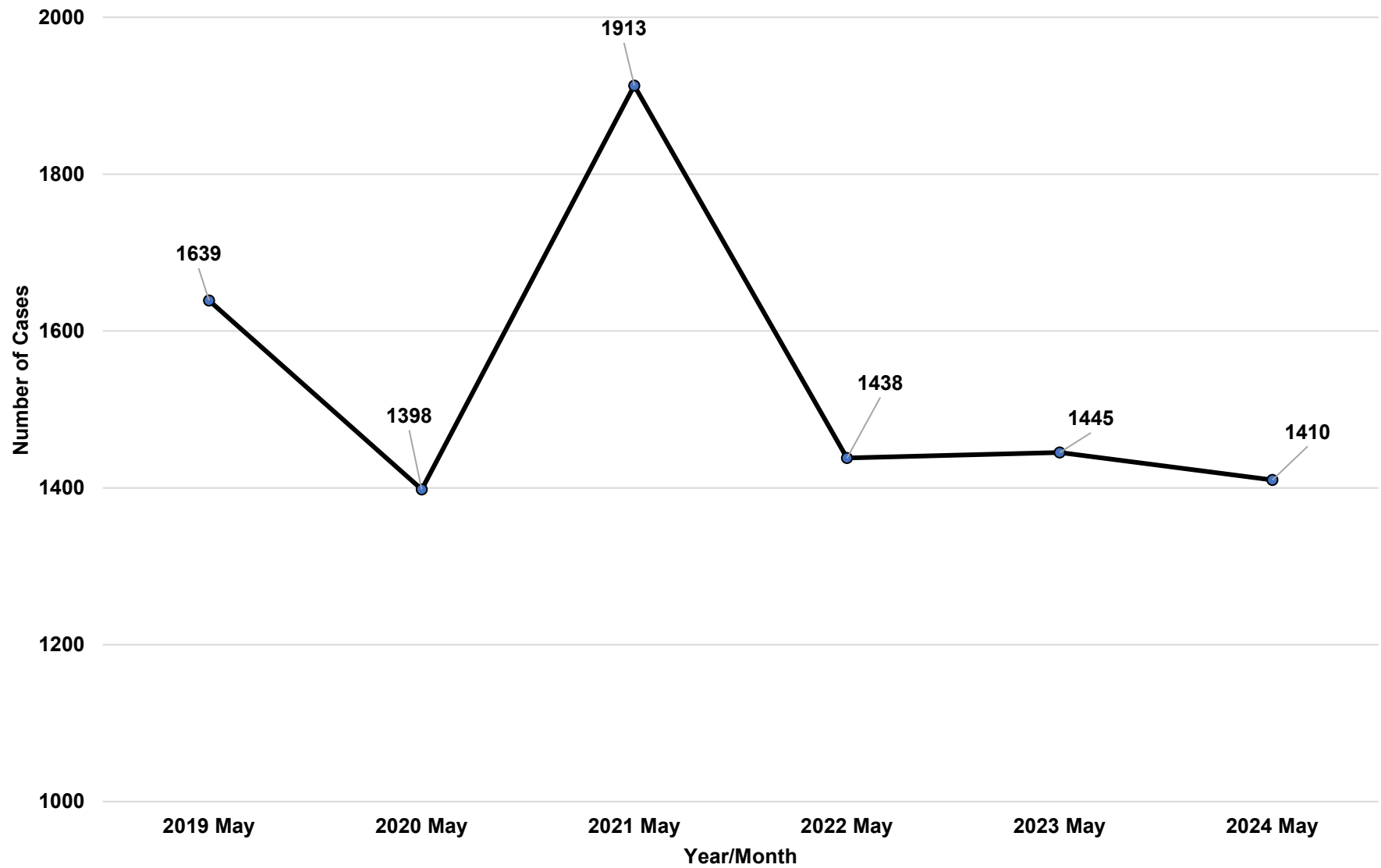
Public Defender - Attorney Active Files - May 2019 - May 2024



Public Defender - Felony Active Files - May 2019 - May 2024



Public Defender - Misdemeanor Active Files - May 2019 - May 2024



Public Defender's Office - May 2024 Open Cases by Category

