



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

The parties to this Grant Agreement (192501) are the State of Illinois (State), acting through the undersigned agency (Grantor) and COUNTY OF DUPAGE (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated, or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

**PART ONE – The Uniform Terms**

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

**PART TWO – Grantor-Specific Terms**

**PART THREE – Project-Specific Terms**

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

**ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY**

**COUNTY OF DUPAGE**

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

By: \_\_\_\_\_  
Deborah A Conroy, Chairwoman  
Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Bonnie M. Wheaton, Chief Judge  
Date: \_\_\_\_\_

**PART ONE – THE UNIFORM TERMS**

**ARTICLE I  
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE II  
AWARD INFORMATION**

2.1. Term. This Agreement is effective on 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 **\$441,974.00**, 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 546-00-2115 and the CSFA Name is Adult Redeploy Illinois (ARI). If applicable, the State Award Identification Number (SAIN) is 2115-51829.

**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

**Summary of the Program**

Since 2011, DuPage County has enjoyed a longstanding partnership with the Adult Redeploy program and has utilized funds to reduce the number of probation violators committed to the Illinois Department of Corrections (IDOC). We have valued our partnership with the Adult Redeploy network and continue to learn valuable prison diversion strategies from the leadership, initiatives, and site-specific research provided through this alliance. Our internal data has demonstrated a reduction in the number of probation-involved clients committed to IDOC. As evidenced in the letters of support submitted with our SFY24 grant application, our involvement with Adult Redeploy has also had a positive impact on our department at large and our community. At the onset of our initial planning process, a diverse group of criminal justice stakeholders convened to discuss local criminal justice system needs and opportunities to reduce the incarceration of non-violent clients. A review of local court records and additional available data revealed over half of commitments to IDOC for probation violations occurred because of technical violations. The group determined these non-violent technical violators were likely to be safely supervised in the community when provided adequate levels of supervision and services. The group agreed to pursue implementation of a “probation violator” caseload which was originally structured as an enhancement to the Department’s Administrative Sanctions Program. The intensive supervision probation with services (ISPS) model offered medium and high-risk clients with technical violations the opportunity to participate in intensive cognitive behavioral services and increased frequency of supervision as an alternative to returning to court. As the program progressed, alternate pathways into the program have been created to extend eligibility to individuals recently resentenced to probation and a screening process for those identified by the Court as prison bound individuals.

**Target Population For Diversion and Goals**

The target population will consist of those who have been identified as at risk for an IDOC commitment. Specifically, medium to high-risk persons sentenced in DuPage County for a felony with either technical violations or those newly sentenced or re-sentenced with a history of failed community supervision or recent IDOC commitments. Candidates are referred to the program via several pathways. Court referrals are triggered for screening via court order after a person has been identified as potentially prison bound. Current probation clients can elect to enter the program via an administrative sanction as a response to technical violations. Lastly, newly sentenced, or resentenced clients with a recent history of failed community supervision or commitments to IDOC may be referred by presentence investigators or intake personnel. Internal referrals are staffed with program personnel for eligibility.

Due to the frequency and intensity of cognitive based interventions, the following must be met for eligibility:

1. reside in DuPage County (*Consideration can be given to those who reside outside our geographical boundaries for whom transportation is not a concern if doing so doesn’t compromise supervision standards or create barriers for the client.*);
2. be sentenced in DuPage County to probation for a class felony offense.

3. have at least six (6) months remaining on their probation sentence.
4. at risk for commitment to the Illinois Department of Corrections due to various factors (e.g. current or prior probation violations, on parole or mandatory supervised release, severity of instant offense, lengthy or significant criminal history, substance abuse issues, other high-risk factors, or as identified in the court process);
5. have been non-compliant with current or prior community supervision; and
6. not be better served through a specialty program outlined in our original grant agreement.

Upon meeting the meet basic eligibility criteria outlined above, the enrollment decision is based on an assessment of the applicant's risk and protective factors identified through a formalized assessment process utilizing the Adult Risk Assessment Community Supervision Tool (ARA-CST).

Our service goal for SFY25 is 130 participants, providing services to 88-112 participants at any given time. The capacity of 112 participants allows us to ensure an individual officer supervises no more than 28 clients at a given time. We commit to minimally divert 37 persons from prison. The 25% reduction goal was calculated considering the midpoint of the program capacity, ICJIA commitment data, the ARI database, and a review of records from our Circuit Clerk. More specifically, this was calculated by adding the midpoint of our program capacity (100) and the three-year average of our jurisdiction's IDOC commitments via probation violations from calendar years 2021-2023 (48) for a total of 148 people (148\*.25= 37). ARI program staff had previously approved the use of internal data for this calculation after considering our program model. Since the model is a probation violator program and IDOC commitment data reflects commitment of individuals who were incarcerated for offenses not eligible for probation or those never sentenced to probation, it was determined county level and in-house data was the most significant threshold on which to base the goal. We have experienced success utilizing this strategy, which is illustrated in greater detail in the Goals and Performance Metrics section of the application.

***Program Model and Evidence-Based Target Interventions,***

Our application requests a continuation of funding to support the intensive supervision probation with services (ISPS) model within our jurisdiction. Traditional approaches to intensive probation (IPS) focus on enhanced reporting and accountability-based measures. While our program does offer a higher frequency of supervision to program participants, it centers on collaborative strength-based relationships with clients and requires officers to engage in structured and extensive cognitive behavioral work in group and individual meetings. Unlike elsewhere in our Department, our ARI program has significantly smaller caseloads and the expectation officers work as a team to coach and support participants as they address the thinking and skill deficits which place them at risk of reoffending. Our program also provides enhanced opportunities for social support to help program clients achieve greater independence and success (e.g. employment, education, treatment costs, etc.).

Our program consists of four probation officers assigned to caseloads smaller than traditional high-risk caseloads. Officers integrate the National Institute of Corrections' Core Correctional Interventions (CCI) model which is a sister curriculum to the evidence based Effective Practices in Community Supervision (EPICS) approach utilizing most of the same skills. This protocol is a highly structured, cognitive behavioral supervision model in which meetings with participants target anti-social thinking patterns and strive to teach and reinforce pro-social skills. CCI is an evidence-based curriculum in that three bodies of research form the foundation and justification for the approach. These include Motivational

Interviewing, Core Correctional Practices, and Stages of Change. In our program, participants meet with an officer two to four times per month based on phase in the program. Meetings target anti-social thinking patterns and strive to teach and reinforce pro-social skills. Officers facilitate several evidence-based group curriculums with participants including *Moral Reconciliation Therapy (MRT)*, *Moving On and Thinking for a Change (T4C)*. Individual and smaller group sessions seek to address dynamic criminogenic needs using Carey Guides and tools from The Change Companies. Although participants have a primary officer, much of the work is done as a team which enhances the continuity of interventions and addresses responsivity factors. Program graduates and those who participate in our recognition ceremony for positive behavioral change, the Wall of Wonder (formerly known as Pillar of Pride), consistently note they feel they have a supportive team behind them whether they are succeeding or struggling to get back on track. Many have commented on how helpful this has been in making changes.

**Key Partners and Stakeholders:**

We continue to benefit from strong support for our program from the Public Defender and State's Attorney's Offices. They have been key partners in identifying program eligible clients. Our program also enjoys the support of several treatment providers within our region, Path to Recovery Foundation, JUST of DuPage, DuPage PADS and more recently WorkNet DuPage and College of DuPage. Community partnerships have been a focus of our efforts in the current fiscal year, and we seek to expand our community partners if granted the opportunity in SFY25.

**Proposed Budget:**

Based on these calculations and a total proposed budget of \$441,974.00 the estimated cost per person served is \$3,399.80 ( $\$441,974/130 = \$3,399.80$ ).

**Statement of the Problem – Unmet Needs**

Many of the unmet needs our program seeks to address relate to current justice system practices and social supports. Our department offers a variety of programs, however many of these interventions are specialty programs designed for specific offense types or responsivity factors. This leaves a large pool of probationers who pose a risk to the community on caseloads offering fewer resources. Officers who work with medium and high-risk individuals, who do not meet specialty court criteria, have significantly higher caseloads than the Redeploy team. While they perform excellent work, the traditional structure and caseload size limits officers' ability to focus on probationer's needs. Our Redeploy team has a specific program capacity; caseloads are significantly smaller and in line with research from the American Probation & Parole Association's best practice recommendations. This allows specialized attention to individual needs and a greater capacity for relationship building. Our ARI program has promoted the success of participants by providing a more individualized probation experience targeting criminogenic needs which place them at risk. This is delivered in a strength-based team approach offering the ability to attend to responsivity factors and to create a community of support for the client. A heavy emphasis is placed on the officers coaching the client and building upon their assets while minimizing some of the financial barriers to receiving services. The Redeploy network invested in a program evaluation conducted by Southern Illinois University in 2018. This evaluation noted the strengths of the officer-client rapport citing, "the ISPS program resulted in a strong commitment to program tenets as well as combining frequent contact with relationship building and addressing specific needs."

The gap filled by this program is supported by declining IDOC admissions, resulting from probation violations, as outlined below in the Goals and Performance Metrics section. Consistent with the goals and philosophy of Redeploy, our jurisdiction believes many individuals are best served in their communities surrounded by and building upon natural support in lieu of incarceration. Compared to traditional probation experiences, our program aligns with the research around effective correctional programming in that there is a strong focus on addressing criminogenic risks using cognitive behavioral programming. Officers are trained in both individual and group curricula and strategies for working with clients. We also offer the ability for greater financial support for treatment, education, vocational training, employment resources, transportation and other social supports which are common barriers for this population. This fills some health and human service gaps widely supported in the research to boost effective outcomes and promote success. Officers are frequently in the community which also differs from traditional supervision and minimizes barriers for clients. We have made significant progress in building and maintaining relationships with court partners to identify program candidates prior to sentencing and with educating probation personnel and modifying internal policies to respond to persons struggling on a general probation caseload more promptly. Stronger partnerships with the Public Defender's Office and within our department have assisted with referrals, but we continue to focus on establishing a stronger mechanism to identify and divert individuals from IDOC through program participation.

### **Program Activities**

We are requesting continued funding to employ four full-time program officers providing direct supervision to program participants and .25 funding for the program supervisor, as well as monies allocated to program materials, training for staff and social supports (treatment, recovery coaches, housing and record accession. In addition, we hope to maintain the growth of our education, vocational and employment supports for participants and enhance strength-based approaches outlined in our narrative and budget. The following serves to highlight differences between the current grant and the continuation request in the various budget categories. The basis for those changes is also provided, as requested. Please see the proposed itemized budget for descriptions of all activities for which funding is being requested.

- **Personnel (and Fringe Benefits)**

Historically the quarter costs for program implementation and overview were for the deputy director. The change in this continuation request for SFY25 was made, in part, to reduce program costs and offset cost of living and benefits increases for staff. If continued funding is approved, in kind costs supplied by our department will include a deputy director, program manager and the department's finance manager to support the program goals and initiatives and grant reporting requirements.

- **Supplies**

Through funding provided this year, we were able to purchase electronic Carey Guides to utilize with participants, which we will also be able to use in SFY25 with no additional cost. As such that expense was removed. We also reduced the amount of MRT journals needed to continue providing the curriculum, as the number of individuals served this year was less than had been anticipated.

A new request for the coming grant year is to assist participants with the some of the initial cost of work-related clothing, footwear, safety equipment or tools which may be required in certain fields, but

which is not provided by the employer or vocational program.

Unfortunately, changes by Metra as to how train tickets can be purchased will not allow us to provide this means of transportation assistance in SFY25. Funding for train tickets is not included in the continuation funding request.

Officers are in the field several days a week. Funding for two tablets to be utilized in the field to access correctional curriculum electronically will enable officers to target anti-social thinking patterns and strive to teach and reinforce pro-social skills both in the office and in the field.

Laptops utilized by officers providing direct service to participants are needed to record interventions and services provided and capture information required by the grant authority in the ARI database.

▪ **Subcontracts**

Cost proposals from the University of Cincinnati Corrections Institute ranged from \$25,000 to \$50,000 annually to implement a process to hear directly from individuals in the program as to the quality and equity of service they have received. While we believe the perspective of participants is valuable, we will seek to find alternate means to obtain this information at a lower overall cost. We hope to explore other options during SFY25 and reinstate a request for funding in this area for SFY26.

▪ **Training and Education**

We requested expanded funding in SFY24 for education and vocational programs which would enhance participants’ ability to obtain employment in roles and fields which pay higher wages and have more consistent work opportunities. The combination of employment services and education/vocational skill development is a more comprehensive strategy to meet the varying needs of program participants. While the Employment Coordinator continued efforts to establish links with WorkNet Dupage and other community programs, our Program Manager focused on building relationships with College of DuPage during the current grant year. Like the ramp up of new initiatives, the partnership with the College of DuPage took some time and this, in combination with fewer participants during this year, may contribute to a lapse in some funds approved for education or vocational training in SFY24. During this year, we learned of paid apprenticeship programs in certain fields in which the employer pays the cost of tuition. As further explained in the Project Implementation section below, though some alternate funding sources have been identified, there remains a need for funding support in this area. Given this, we have reduced the amount of funding requested for education or vocational training for SFY25.

**Key Partners**

<b>Key Partners</b>	
<b>Roles and Responsibilities of Key Partners for the Program</b>	
<b>Title and department/agency/office</b>	<b>Description of role</b>
Finance Manager/Department of Probation & Court Services	To ensure fiscal responsibility with grant monies. Handles budget revisions, monthly fiscal reports, equipment accounting. Coordinates supply inventory and ordering. Attends team meetings, at a minimum, on a quarterly basis to provide fiscal updates and brainstorm service needs for program participants.

<p>Deputy Chief Public Defender, DuPage County Public Defender's Office</p>	<p>Serves as a liaison with the PD's office and probation regarding program referrals and/or program gaps. Meets with program staff as collaboration is needed related to referrals, training, and court related aspects of the program.</p>
<p>Director, Department of Probation &amp; Court Services</p>	<p>Reviews fiscal quarterly program reports to ensure grant goals are met. Meets with court and program personnel as needed to ensure program participants are receiving services as outlined in the grant agreement.</p>
<p>Deputy Director, Department of Probation &amp; Court Services</p>	<p>Serves as the ARI program coordinator. Works in conjunction with all parties to assure operational and service components are effective. Works with program supervisor on quality assurance on program database and with Program Manager on submittal of quarterly reports. Works with program supervisor, program manager and officers regarding coordination and provision of services to participants. Provides observation and feedback to officers on use of CCI and group facilitation skills. Attends team meetings/staffings scheduled at least three times per month. Works with the program supervisor to set goals for team members and to monitor those goals. Collaborates with supervisor to assess referrals to the program. Conducts training on the program to stakeholders. Serves on several ARI committees.</p>
<p>Program Supervisor, Department of Probation &amp; Court Services</p>	<p>Provides day to day supervision of program officers. In coordination with the deputy director directly observes and provides performance feedback on the use of Core Correctional Intervention skills, cognitive groups, court and field work, etc. Performs case audits, participates in operational and staffing meetings to address participant needs. Works with the deputy director to assess referrals to the program. Attends team meetings scheduled at least three times per month. Quality assurance responsibilities as it relates the database.</p>
<p>Program Manager, Department of Probation &amp; Court Services</p>	<p>Works with deputy director, program supervisor and officers regarding coordination/provision of services to participants and attends at least one team meeting monthly. Works with deputy director and financial manager to submit quarterly and final data reports. Attends ARI committees as proxy of the deputy director.</p>
<p>Probation Officers (4), Department of Probation &amp; Court Services</p>	<p>Provide direct supervision and programming to program participants. Communicates with partners to coordinate the delivery of services to address criminogenic needs and build upon strengths and</p>

	<p>supports (e.g. treatment, housing, education, etc.). Interacts with court partners on behalf of program participants. Participates in operational and staffing meetings to address program or participant needs. Meetings involve a combination of other key partners and are scheduled to occur three times per month on average. Additional meetings occur as needed. Submits participant data via required database. Submit recordings at least twice quarterly on CCI/CBT skills as assigned.</p>
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**Project Implementation**

**Target Population**

The target population will consist of medium to high-risk people on probation for a felony who committed technical violations or those newly sentenced or resentenced to probation with a history of failed community supervision, including prior IDOC commitments. Participants are referred to the program via several pathways. Current probation clients can be referred by their supervising officer and enter the program via an administrative sanction. Newly sentenced or resentenced individuals with a recent history of failed community supervision or IDOC commitments may be. Court referrals, which are triggered for screening via court order may occur after a person has been identified as a potential IDOC risk. Through our continued partnership with JUST DuPage, a 501c3 non-profit organization that works within the DuPage County Jail, we provide education about the program to incarcerated men and women to equip them with information to self-advocate for the program should it be a good fit for their circumstance. As an additional strategy to both increase referrals and amplify equity, diversity and inclusion of potential candidates, signage and brochures about the program, including eligibility, services and how to request a screen were added in the adult reception area. Signage and brochures are in English and Spanish.

Enrollment decisions require prospective clients to meet **basic criteria prior to further eligibility consideration**. Due to the frequency and intensity of cognitive based interventions, the following must be met for eligibility:

1. reside in DuPage County (*Consideration can be given to those who reside just outside our geographical boundaries for whom transportation is not a concern if doing so would not compromise supervision standards or create barriers for the client.*);
2. be sentenced in DuPage County to probation for any class felony offense;
3. have at least six (6) months remaining on their probation sentence;
4. at risk for commitment to the Illinois Department of Corrections due to various factors (e.g. current or prior probation violations, on parole or mandatory supervised release, severity of instant offense, lengthy or significant criminal history, substance abuse issues or other high-risk factors, or as identified in the court process);
5. have been non-compliant with current or prior community supervision; and
6. not be better served through a specialty program outlined in our original grant agreement.

**Intake and Assessment**

Upon meeting the meet **basic eligibility criteria outlined above**, the enrollment decision is based on an assessment of the person's strengths, supports, and risk areas. The selection process includes:

1. A review of the applicant's criminal history to ensure they are program eligible.
2. A review of the applicant's risk and protective factors identified through a formalized assessment process utilizing the Adult Risk Assessment Community Supervision Tool (ARA-CST).

*The ARA-CST is an actuarial risk assessment tool required by the Administrative Office of the Illinois Courts (AOIC). Officers must pass a certification test after attending a two-day training and are recertified every three (3) years.*

A review of ancillary documentation is also completed, if available.

3. A meeting with the applicant to discuss the program and their motivation to complete the program. The meeting with the applicant explores their goals, strengths and supports, potential barriers.
4. An administrative staffing with program staff, and when applicable the referral source, to consider the applicant's level of compliance with court orders, current violations, offense pattern and individual service needs.

After reviewing the aforementioned information, a decision is made regarding eligibility and conveyed to the referral source. For court ordered screens, this is communicated to the Court. If the person is currently on probation and entering the program via an administrative sanction the same selection process is followed, with one additional step. The client will also attend an administrative sanction conference with the current officer and a Redeploy team member. After the program is discussed, the person will decide if they would like to enroll in the program or have the alleged technical violation heard in court and reflect their decision on sanction paperwork.

Once a client joins the program a primary caseworker is assigned. The officer conducts an initial meeting with the client and then signs the participant up for an Orientation to Redeploy session. Each session is facilitated by a team member and is a forum to reinforce the team aspect of the program, introduce other officers to the program participant, and emphasize the collaborative nature of the program. The conditions of phase 1 are reviewed with participants and a journal from the Change Companies is utilized to begin to explore individualized risk factors, motivation to change, and forward thinking. In conjunction with the risk assessment and participant feedback this tool forms the foundation for beginning to explore next steps with case planning around strengths and criminogenic needs.

### **Target Interventions / Client Service Plans**

Our application requests a continuation of funding to support the ISPS model within our jurisdiction. Our program centers on collaborative strength-based relationships with clients and requires officers to engage in structured and extensive cognitive behavioral work in group and individual meetings. Officers integrate the National Institute of Corrections' Core Correctional Interventions (CCI) model, a highly structured, cognitive behavioral supervision model which is based upon the evidence based Effective Practices in Community Supervision (EPICS) approach utilizing core correctional practice skills. Three bodies of research form the foundation and justification for the approach. These include Motivational Interviewing, Core Correctional Practices, and Stages of Change. Research identifies skills and practices that are consistently related



to reduced recidivism and identifies these as pro-social modeling and reinforcement, problem solving, the use of cognitive behavioral techniques, and strength-based officer-client relationships. Our program employs these strategies in our daily supervision of clients.

**Although participants have a primary officer, much of the work is done as a team to coach and support participants which enhances the continuity of interventions and addresses responsivity factors. In our program design, participants meet with an officer two to four times per month based on phase in the program. Redeploy staff are in the field several days each week and complete home and field visits throughout the county. Meetings target anti-social thinking patterns identified through the assessment process and strive to teach and reinforce pro-social skills. Officers co-facilitate several evidence-based group curriculums with participants including Moral Reconation Therapy (MRT,) Moving On and Thinking for a Change (T4C). Individual and smaller group sessions seek to address dynamic criminogenic needs using The Carey Group's Brief Intervention Tools (BITS) and tools from The Change Companies. All these interventions are provided to reduce risk and are in line with the research indicating antisocial cognition and antisocial personality (skill deficits) are highly correlated with recidivism. In targeting these areas with clients, we hope to divert people from high-risk situations and the subsequent IDOC commitments which can result. We feel it is important to regularly assess staff performance to support fidelity to the model and promote stronger outcomes. Officers submit recordings of individual meetings with participants at least twice a quarter and receive coaching and feedback on their use of CCI skills. Group sessions are also regularly observed and feedback provided to program staff to ensure ongoing quality assurance.**

When shaping behavior, research has demonstrated individuals respond more effectively to positive reinforcement as a primary mechanism to make change. A strength-based approach with participants is a key program principle reinforced through a variety of practices. Our ARI program provides a variety of ways to recognize small positive steps taken as they occur and reward on-going behavior change and progress toward completion of court ordered conditions through phase progressions, gradually decreasing the intensity of supervision. Success stories are part of the application for phase advancement. Success stories are an intentional exercise completed by participants to foster self-reflection and emphasize positive changes. They also foster an ongoing dialogue about positive changes in thinking and behavior. Our team reviews participant successes at team meetings and identifies at least one meeting each month where this is the primary focus. How to recognize the progress is also discussed. At times, acknowledgement may include small tangible rewards. These rewards are funded both within our program and through our department's 501c3 CHANGE. They may also include our more formal recognition ceremony for positive behavioral change and achieving goals, the Wall of Wonder (formerly Pillar of Pride). Participants consistently note they feel they have a supportive team behind them whether they are succeeding or struggling to get back on track. Many have commented on how helpful this has been in making and sustaining change. Increasing Positive Reinforcements, a key principle of effective interventions, does not mean ignoring unacceptable behavior. In our program, most inappropriate behavior choices are addressed utilizing core correctional interventions. Graduated responses are utilized for continued unwanted behaviors, which may include formal sanctions which modify some benefits afforded in a phase for a short period of time as a corrective action. Our team utilizes a Sanction Review Board for formal sanctions with the goal of expeditiously responding to violations in a collaborative manner. The format of these meetings is to engage the client in a discussion and identify antecedents to violating behavior. We then try to elicit their input on the best way to realign behavior with more prosocial options.

**Referrals to health and human service agencies occur as needed. Our program seeks to provide access to some social supports which are often barriers for justice involved individuals and access to ancillary services as required. Through continuation funding, if approved, services and supports may include financial assistance with:**

- substance abuse and mental health treatment through numerous community providers;
- recovery coaches;
- education (e.g. high school diploma, college) and certified vocational training programs (e.g. through College of DuPage or elsewhere as approved)
- employment services (contractual coordinator, partnership with local business owners, partnership with workNet DuPage)
- **employment clothing**
- housing assistance (e.g. rental application fees or emergency/supportive housing)
- **transportation to probation related services**
- **client vital records**

**In summary, our ISPS program proposes a strength-based model which appeals to a variety of stakeholders and strives to safely supervise otherwise IDOC bound individuals. We do this by engaging in collaborative relationships with clients, targeting their most serious criminogenic needs, and holding them accountable to the conditions of the Court. We also strive to provide social supports which address barriers our clients have in obtaining or maintaining change.**

#### **Capacity Building**

Our program recognizes the important impact utilizing public benefits can have in increasing access to cost effective programs which may be helpful in buffering our client's risk to the community. Our program collaborates closely with the DuPage County Health Department for the purposes of Medicaid enrollment and the provision of a wide range of services they offer. Our Health Department offers a number of programs related to physical, behavioral and mental health needs typically faced by our program clients. These programs address clients who may be in crisis as well as ongoing supportive needs once stabilized. Our program staff also extensively engage with local organizations to provide linkages and help clients access services and supportive agencies in their natural communities. Many of these organizations were highlighted in the full application, but highlighting a few may include food subsidies and pantries, DuPage PADS for housing supports, and Community Services for a variety of supports. We continue to engage with community agencies to expand and update our knowledge of the services they provide, how best to refer persons and alternate funding sources to explore. For example, we have expanded referrals to WorkNet DuPage and recently learned of apprenticeship programs through the College of DuPage, both which have funding for education and vocational training for qualified individuals.

#### **Judicial Impact**

The ARI program is well respected by our judiciary and justice system partners. As evidenced in our letters of support in the full SFY24 application, our ARI program has had a positive impact on our court system, our communities, and our probation department. Letters stressed the cognitive behavioral work performed by our team, smaller caseload sizes, and enhanced relationships with clients as essential ingredients in allowing many high risk and high need individuals to remain in the community rather than going to the Illinois Department of Corrections. Our State's Attorney remarked that, "ARI not only saves money and critical resources, but it improves public safety by reducing the social cost of crime on

communities.” During a training session about the program with our Public Defender’s office, feedback was provided regarding how the program is more strength based than traditional approaches and strives to assist clients instead of being exclusively accountability focused like traditional ISPS programs. Another commented on the intensive work by program staff on antisocial thinking had helped their client. Our intention to continue our ISPS program will maintain the confidence our system partners have in our ability to best serve our highest risk IDOC bound individuals in a way that buffers the risk they pose to our communities, which includes addressing criminal thinking and building prosocial skills, while celebrating and building upon their successes. It will also continue to provide a meaningful response to managing violations of those already under community supervision by providing a more individualized approach.

### **Community Involvement**

Community involvement has been an aspect of our program we have worked hard to enhance over the last year. If granted continued funding, we seek to continue to improve this dimension of our work, as outlined below. Our goal with each of these areas is to help show participants that the community cares for them, they can contribute positively to the community, and that simply being system involved does not minimize their value.

### **Volunteer Opportunities**

A long-standing goal of our program is to foster and model the benefits of giving back to the community. A practice we began in SFY23 is one we will continue if funding remains ongoing. We have had ARI team members and program participants volunteer together in our community at least once a quarter. In support of a community partner and to support the mission of DuPage PADS, a respite and resource for individuals experiencing housing insecurity, program participants have sort donated goods and assisted with special projects at the emergency housing center. Participants and ARI personnel aided Metropolitan Family Services by assisting with preparations for their Holiday Shoppe, where persons who have experienced domestic violence could select items for their family for the holidays. We jointly volunteered with INCF Relief at a local food pantry and hope to assist another community agency supporting individuals facing food insecurity. The Garden Works Project both grows produce and advocates for community members to donate fresh produce to food pantries and social service agencies. One ARI participant stated volunteering “gave him some purpose”. Another participant told group members that, “it felt so good to help out someone else”.

Our goals with this initiative are several:

- To foster the strength-based nature of our professional rapport with program clients by working together in small groups. Engagement and trust have increased during these forums. Participants have disclosed that it felt like a safer way to discuss successes and struggles while working together. Enhanced opportunities to provide positive reinforcement present themselves and being strength-based is critical to effective behavior management and growth.
- To give back to the community and enhance engagement.
- To provide a positive venue in which to introduce our clients to the community who may have an unfavorable view of justice involved individuals.
- To educate organizations about the work of probation and Adult Redeploy in DuPage County.
- To provide a forum for those involved in our MRT cognitive behavioral group to earn the service hours required from that group. For participants with community service expectations as part of their sentence, volunteering provides a way to meet that expectation.

### **Education, Job Training and Employment Resources**

Justice-involved individuals may have not achieved a certain level of education and face numerous barriers with job skills training and employment opportunities. The collateral consequences of being justice involved are often hardest felt in employment barriers and the instability which accompanies the lack of a steady income. As such, we have placed significant emphasis on enhancing education and developing a host of employment services for those in our program. Our program proposal includes a contractual employment coordinator who meets with participants individually to discuss their work history, career goals, workplace communication skills, and to conduct employment searches. The coordinator does much of her work individually with participants but has established partnerships throughout the DuPage County area to identify employers who are open to hiring persons with an arrest history. With funding previously provided by the grant, the Employment Coordinator established a partnership with several DuPage County businesses to incentivize the hiring of program participants who complete a prerequisite training process with our employment coordinator. Business owners, who are a part of our program, receive a stipend equal to the hourly wage of the ARI client for an initial period of their employment, with the goal that the participant has proven themselves within the role and will maintain employment when the incentive has ended. Feedback from several businesses approached indicated philosophically they were open to considering hiring participants but the contractual elements to become a site were an obstacle. While disappointing, this has led to two positive outcomes. First, they are known businesses in the area open to hiring participants without a formal partnership. Second, this led our employment coordinator to explore a contractual partnership with workNet DuPage, an organization funded through the Workforce Innovation and Opportunity Act (WIOA) with an office in our jurisdiction. The goal of this agreement is to enhance opportunities for participants to obtain job training and employment by coordinating referrals and accessing services provided by workNet DuPage, which has a larger network of local employers and enhanced monetary incentives for employers. We requested expanded funding in SFY24 for other education and vocational programs which would enhance participants' ability to obtain employment in roles and fields which pay higher wages and have more consistent work opportunities. The combination of employment services and education and vocational skill development is a more comprehensive strategy to meet the varying needs of program participants.

### **Program Specific Education Forums**

We have hosted education sessions for system partners on Adult Redeploy Illinois across the state and within DuPage County. As personnel within the justice system continue to evolve, we recognize the benefit of offering on-going education sessions for the judges in our circuit, the DuPage County Bar Association, and our Public Defenders and State's Attorney's Offices. We continue our partnership with Just of Dupage, who provides programming within the DuPage County Jail, to regularly provide program specific education sessions at the jail. Providing education and networking in these forums empower potential clients to self-advocate for the program. We would like to expand efforts to educate the community on our program through various pathways, including partnerships, making informational material available in a variety of venues and by hosting similar information sessions to citizen groups. We believe that by educating people about the program we enhance our ability for diversity and equity in access to services, we may minimize some of the barriers program participants face and these efforts could lead to opportunities for further engagement or volunteer opportunities. Consistent with the statewide Redeploy Vital Voices initiative, our hope would be to engage program participants in these sessions as appropriate for their situation. We recognize involving community members to build natural

support is critical to the work of evidence-based practice.

**Family Involvement**

Our program believes that involving the family members of our clients reaps many benefits. This is true for the justice involved individual, the family, and ultimately the community. Family involvement increases the likelihood of clients becoming self-sufficient and assists in finding and leveraging accessible community resources. It is commonplace for officers to have contact with significant others and family members and to engage these individuals in supporting program participants.

**Performance Measurement**

Performance metrics, including who is responsible for gathering the data and the frequency for each is outlined in the Implementation Performance Plan and Goals and Metric sections below. Many of the metrics are entered into the ARI database monthly. Our program also maintains a shared electronic folder where notes from team meetings and other ARI initiatives are stored. Observation and feedback data on the use of CCI skills is maintained by both the program supervisor and within a shared management folder where skill observation and feedback is specifically recorded and tracked. Training records are maintained through Relias, the training record platform required by the Administrative Office of the Illinois Courts, and our Training Manager. ARI policies are incorporated within the department's electronic policy folder on a shared network. Policies once approved are given specific review dates. Financial information is maintained both through our department's case management system and finance related systems required by our county.

EXHIBIT B

DELIVERABLES OR MILESTONES

Task	Staff Responsible	Date Completed or Frequency
Complete skill recordings on CCI/CBT skills as assigned; provide feedback to program officers	Program staff; Program Supervisor and Coordinator	Twice quarterly
Complete group observations and provide feedback to program staff	Program staff; Program Supervisor and Coordinator	Quarterly
Ensure continuity of MRT and Moving On group formats	Senior Officer	Monthly
Team meetings/staffings	Program staff, Program Supervisor and Coordinator, Program Manager and Finance Manager	Meetings two to three times per month
Screen and Assign Cases	Program Supervisor, Coordinator, and Senior Officer	Monthly, quarterly
Including Support People in Case Plans	Program staff and Supervisor	As plans are developed; consistency reviewed by Program Supervisor
Community Volunteer Projects	Program officer	Quarterly
Revise program policies	Program staff, Program Supervisor and Coordinator and Program Manager	12/31/2024
(Required) database information entered	Program staff, Program Supervisor, Program Coordinator	End of each month
(Required) Attend All-Sites Summit	Program Supervisor or Coordinator; Program staff	Spring 2025
(Required) Submit quarterly data report to ICJIA/ARI	Program Coordinator, Program Manager	15 <sup>th</sup> of the month following the end of the quarter
(Required) Submit monthly fiscal reports to ICJIA/ARI	Finance manager	15 <sup>th</sup> of the following month
(Required) Submit close-out report and documentation to ICJIA/ARI	Program Coordinator, Program Manager, Finance Manager	July 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**

**GRANTOR CONTACT**

Name: Cortisa Evans  
Title: Criminal Justice Specialist  
Address: 60 E Van Buren Suite #650  
Chicago, Illinois 60605

**GRANTEE CONTACT**

Name: Sharon Donald  
Title: Finance Manager  
Address: 421 N. County Farm Road,  
Wheaton, Illinois 60187

**GRANTEE PAYMENT ADDRESS**

(If different than the address above)

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

**FOR GRANT ADMINISTRATION**

**GRANTOR CONTACT**

Name: Cortisa Evans  
  
Title: Criminal Justice Specialist  
  
Address: 60 E Van Buren Suite #650  
Chicago, Illinois 60605  
  
Phone: (312)814-0775  
  
TTY#: (312)793-4170  
  
E-mail Address: [cortisa.evans@illinois.gov](mailto:cortisa.evans@illinois.gov)

**GRANTEE CONTACT**

Name: Kathy Starkovich  
  
Title: Deputy Director  
  
Address: 421 N. County Farm Road  
Wheaton, Illinois 60187  
  
Phone: (630)407-2523  
  
E-mail Address: [Kathy.Starkovich@dupageco.org](mailto:Kathy.Starkovich@dupageco.org)

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

- Goal:** Reduce the number of individuals committed to prison on probation-eligible offenses from the defined target population by 25% based on the average number of commitments in the prior 3 years.
1. Provide the number in the total eligible population (2020-22 average): **169**
  2. Define the target population (risk level, needs profile, offense class, offense type): **Our target population is comprised of probationers assessed at medium or high risk on the ARA with a felony offense. Clients will have either probation violations making them eligible for the program or will be identified by the Court as IDOC bound and newly sentenced/resentenced to probation. Excludes sex offenses and intimate partner domestic violence as these individuals are serviced by existing specialty teams within our Department.**
  3. Provide the number in the target population (2020-22 average): **148**
  4. Calculate the 25% reduction/diversion goal for the grant period (target population x 25%): **37**
  5. Estimate the number of new enrollments in the grant period (enrollment goal, should be equal to or greater than diversion goal): **45**
  6. Estimate the average length of time in the program (months): **30**
  7. Estimate the number of clients to be served in the grant period (service goal): **130**
  8. Estimate the number of program slots at any given time (program capacity): **112**

Process Objectives	Performance Measures
Provide <b>20</b> hours of training for staff and team members in evidence-informed practices, reporting and data submission	<ul style="list-style-type: none"> <li>➤ Number of training hours</li> <li>➤ Types of training</li> <li>➤ Number of staff trained</li> </ul>
Identify, assess and enroll appropriate target population assuring that at least <b>80%</b> of those enrolled are moderate to high risk.	<ul style="list-style-type: none"> <li>➤ Number of participants referred</li> <li>➤ Number of participants assessed</li> <li>➤ Number of participants enrolled in the program</li> <li>➤ Number of participants accepted into the program at each risk level: high, medium, low</li> </ul>
Monitor participant compliance and progress <ul style="list-style-type: none"> <li>• <b>2-4</b> face-to-face meetings per month</li> <li>• <b>4:1</b> ratio of incentives to sanctions</li> </ul> Other: <b>caseloads within approved range 80% of the grant year (22-28 participants per officer)</b>	<ul style="list-style-type: none"> <li>➤ Average number of monthly face-to-face participant and probation officer meetings</li> <li>➤ Number of incentives for positive behavior</li> <li>➤ Number of sanctions for negative behavior</li> <li>➤ Number of participants at each level or phase</li> <li>➤ Average monthly caseload of program staff</li> </ul>
Meaningfully engage the community <b>once per quarter</b>	<ul style="list-style-type: none"> <li>➤ Number of meetings with community members</li> <li>➤ Number of presentations in the community</li> </ul>



<p>Based on assessed risk and needs, develop individualized service plans for <b>100%</b> of participants and connect participants to appropriate services and supervision levels according to evidence-informed practices</p>	<ul style="list-style-type: none"> <li>➤ Number of participants with completed assessments</li> <li>➤ Number of participants with written service plans</li> <li>➤ Number of participants receiving evidence-informed services according to assessed need</li> <li>➤ Number of participants engaged in cognitive-behavioral therapy</li> <li>➤ Number of participants completing cognitive-behavioral therapy</li> <li>➤ Number of participants engaged in substance use disorder treatment</li> <li>➤ Number of participants completing substance use disorder treatment</li> <li>➤ Number of participants engaged in mental health treatment</li> <li>➤ Number of participants completing mental health treatment</li> </ul>
<p>Maintain capacity to collect and submit performance measurement data</p> <ul style="list-style-type: none"> <li>• At least <b>.25</b> FTE staff dedicated to program and data coordination</li> <li>• <b>100%</b> on-time, complete and accurate submissions</li> </ul>	<ul style="list-style-type: none"> <li>➤ Number of times data submitted on time</li> <li>➤ Number of times data submitted are complete</li> <li>➤ Number of times data submitted are accurate</li> <li>➤ Number of times data submitted contain all mandatory data elements</li> </ul>
<p>Other process measures (optional):</p> <ul style="list-style-type: none"> <li>• Eligible participants referred to Moving On, MRT or T4C</li> <li>• Participants referred to attend a group at least <b>one time per month</b></li> <li>• At least <b>quarterly</b> skill recordings by staff dedicated to the program on CCI/CBT skills as assigned, with feedback and coaching</li> <li>• At least <b>quarterly</b> group observations with timely feedback and coaching on facilitation and fidelity to the CBT curriculum</li> </ul>	<p>Other performance measures:</p> <ul style="list-style-type: none"> <li>➤ Service hours for each group type</li> <li>➤ Number of recordings of CCI/CBT skills</li> <li>➤ Number of recordings of assigned skills</li> <li>➤ Number of group observations</li> <li>➤ Number of feedback / coaching discussions</li> </ul>
<p><b>Outcome Objectives</b></p>	<p><b>Performance Measures</b></p>

<p>At least <b>25%</b> of individuals from the target population will be diverted from prison</p>	<ul style="list-style-type: none"> <li>➤ Number enrolled</li> <li>➤ Number active</li> <li>➤ Number completed program requirements</li> <li>➤ Number revoked to jail</li> <li>➤ Number revoked to IDOC</li> <li>➤ Number revoked to other</li> <li>➤ Number of other outcomes (transfers, deaths)</li> </ul>
<p>40% of program participants will make restitution for crimes committed and harm done to victims and their communities</p>	<ul style="list-style-type: none"> <li>➤ Number ordered to complete a restorative justice process</li> <li>➤ Number completing a restorative justice process</li> <li>➤ Number of community service hours</li> <li>➤ Number ordered to pay restitution</li> <li>➤ Average amount of restitution ordered</li> <li>➤ Number who paid restitution</li> <li>➤ Average proportion of restitution paid</li> </ul>
<p><u>Other statutory metrics</u> (include if ARI funding used to provide services for these objectives):</p> <ul style="list-style-type: none"> <li>• Employment objectives: <b>eligible participants to be referred to employment coordinator as appropriate</b></li> <li>• Education objectives: <b>eligible participants to be referred in consideration of case plan goals and/or court orders</b></li> </ul>	<ul style="list-style-type: none"> <li>➤ Number of participants employed (beginning and end of program)</li> <li>➤ Number of job referrals</li> <li>➤ Number of job placements</li> <li>➤ Number of participants achieving educational advancement</li> </ul>
<p><u>Other outcome metrics</u> (include if ARI funding used to provide services for these objectives):</p> <ul style="list-style-type: none"> <li>• Housing objectives: <b>eligible participants referred for post inpatient supportive housing as funding permits</b></li> </ul>	<ul style="list-style-type: none"> <li>➤ Number of housing referrals</li> <li>➤ Number of housing placements</li> <li>➤ Number of participants reporting stable housing</li> </ul>

**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](mailto:CJA.OGCreport@illinois.gov)

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

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

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

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

42. Crimes of Dishonesty. Grantee shall notify Grantor as soon as practical if any of its own or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority is criminally charged with or convicted of theft, fraud, or any other crime involving dishonesty at any point during the period of performance of this grant. Grantor may terminate this agreement, at Grantor's sole discretion, if Grantee's or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority become convicted of theft, fraud, or any crime involving dishonesty.

43. Conflict of Interest in Hiring and Procurement. In addition to the requirements of Part I, Article XVII, no employee, officer, or agent of Grantee shall participate in the selection of a contractor, award of a contract, administration of a contract, or hiring of personnel supported by grant funds if a conflict of interest, real or apparent, would be involved. Grantee shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

44. Safeguarding Constitutional Protections Related to Religion

44.1 Grantee certifies that grant and match funded services must be offered without regard to religious affiliation. Grantee also certifies that the receipt of services through the grant funded program shall not be contingent upon participation in a religious event or activity. Grant or match funds may not be used for any explicitly religious activities such as worship, religious instruction, or proselytization. Grantee may engage in inherently religious activities, but such activities must be separate in time or place from the grant funded program, and beneficiaries cannot be compelled to participate in them.

44.2 Faith-based organizations may consider religion when hiring staff if consistent with the Religious Freedom Restoration Act and other applicable laws. If the grant is funded with federal funds, Grantee must receive prior approval from the Department of Justice, Office for Civil Rights.

45. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters. Grantee and any entity that receives a contract or subcontract with any funds under this award, may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

- a. In accepting this award, Grantee –
    - i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
    - ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to Grantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Grantor.
  
  - b. If Grantee makes subawards or contracts under this award –
    - i. it represents that –
      - 1. it has determined that no other entity that Grantee's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
      - 2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
    - ii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
46. Background Checks for youth programs. Background checks are required for all program staff, independent contractors, and volunteers, including program staff, independent contractors, and volunteers for subawards and subcontractors, who have direct contact with youth before hiring or before working on the program. Grantee must have a written protocol on file requiring fingerprint-based background checks through the Illinois State Police for all persons and maintain documentation of their completion and results. The written protocol must incorporate the factors and procedures mandated by 775 ILCS 5/2-103.1. Any exception must be granted in writing by Grantor. Exceptions may include but are not guaranteed or limited to if the program model or service provision relies on staff access or credibility with at-risk populations.
47. Project Monitoring and Evaluation.
- 47.1. Project Monitoring: Grantee understands that Grantor may impose additional reporting requirements during the grant period by providing notice in writing to Grantee. Grantee agrees to report any additional information required by Grantor.
- 47.2. Grantor Evaluation: As required by Grantor, Grantee agrees to cooperate with Grantor's evaluation

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

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

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

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**PART THREE –PROJECT-SPECIFIC TERMS**

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

51. **Pre-Award Costs.** Pre-award costs are authorized in accordance with 2 CFR 200.209. Pre-award costs are those incurred from the beginning of the period of performance of the grant until the execution of this grant agreement and must be in accordance with the final approved program budget. ICJIA has the right to review supporting documentation for all pre-award costs that are submitted for reimbursement on a financial report from grantees. Costs that are not in accordance with the final approved budget (necessary, reasonable, allowable, and allocable) shall be disallowed.
52. **Supplanting.** Grantee certifies that ARI funds made available under this Agreement will not be used supplant/replace State, local, or other funds that would otherwise be made available to Grantee for purposes related to this program. Grantee certifies that ARI funds made available under this Agreement will be used to supplement/increase existing funds for such purposes.
53. **Penalty for Failure to Divert.** Under the Adult Redeploy Illinois enabling statute, any Grantee not meeting its required reduction shall be assessed a penalty. The Adult Redeploy Illinois Oversight Board (ARIOB) has set the maximum penalty at one half the marginal cost of incarceration. The amount of the penalty assessed will be left to the discretion of the ARIOB but the Board shall take into consideration factors affecting the Grantor's ability to meet the required reduction, including whether the failure to meet the reduction was beyond the control of the jurisdiction or other extenuating or mitigating circumstances.
54. **Expenditure Evaluation.** The Grantor shall evaluate the amount of unexpended funds remaining and the maximum amount of funds needed to continue the grant. Based on this evaluation, the Grantor, at its sole discretion, may reduce the grant award by an amount it deems appropriate.
55. **Corrective Action Plan.**
  - 55.1 At the end of each quarter, the Grantee and the Grantor will (1) do a review of the number of individuals diverted from the Illinois Department of Corrections (using the Grantee's and IDOC's data) and (2) assess whether the number conforms with the Grantee's approved plan in order to achieve the annual 25% reduction included in the plan.
  - 55.2 If either the Grantee or the Grantor believes that it will not, they shall bring the issue to the next meeting of the ARIOB (or within the first month of the next quarter, whichever is sooner) with a plan for remediation, designed to avert a penalty charge to the Grantee. The Grantee may choose to send its representatives to the ARIOB meeting to explain the plan, and the ARIOB shall act on the plan immediately upon its receipt.
  - 55.3 Should the ARIOB not accept the plan, the Grantee will have the opportunity to modify the plan or withdraw from the program by the next ARIOB meeting (or the second month of the quarter, whichever is sooner). Should the Grantee accept the corrective action plan, the plan shall include a schedule for reporting on the progress of the plan, with regular reports at least once a quarter to the ARIOB, until such time as the ARIOB agrees that the corrective action plan has been successfully implemented.
  - 55.4 A similar corrective action plan process will be followed as it relates to Grantee's failure (or risk thereof) to meet other contractual performance measures stated in the Illinois Crime Reduction Act (730

ILCS 190/*et. seq.*), namely the use of assessment tools and evidence-based practices, appropriate target/service population, and provision of required data.

56. Participant Risk Assessment Levels.

56.1 At the end of each quarter, the Grantee and the Grantor will do a review of the risk assessment scores of all participants currently in the program. If the following threshold is not met, the Grantor may initiate (1) training or technical assistance and/or (2) a corrective action plan.

56.2 Threshold: Threshold means the aggregate minimum risk assessment scores, based on the local county standards, for participant risk levels to meet the percentage and timeframe. For Adult Redeploy Illinois, at least 80% of incoming participants shall have moderate to high-risk assessment scores. The threshold seeks to ensure that Adult Redeploy Illinois programs are serving a moderate to high-risk prison bound population.

57. Problem Solving Courts (PSC) Certification. If the Grantee is determined to be an existing PSC, proposed PSC, or specially designated PSC calendar, the Grantee must be evaluated, or in the process of being evaluated, by the Administrative Office of the Illinois Courts (AOIC) and must be certified, or in the process of being certified, as compliant with the Problem-solving Court Standards (Standards) through the certification process and timeline required by the Illinois Supreme Court. All PSC shall comply with all AOIC requirements for certification and recertification. If a PSC is unable to comply with these Standards, the PSC must request time to develop a plan of improvement to allow it to continue operations and that plan must be submitted to AOIC for recommendations. Grantee may continue operations pending receipt of the recommendations from AOIC. Grantee must submit a copy of the recommendations to Grantor. Grantees that are unable to substantially comply with the Standards or AOIC recommendations may risk termination of grant funds. Grantees that are unwilling to substantially comply with the Standards or AOIC recommendations will not receive grant funds for the period in which they are not in compliance.

58. ICJIA Quarterly Data Submission. Grantee certifies that it will submit quarterly data electronically as outlined in the ICJIA data submission documents.

59. Mandatory Data Elements. Grantee agrees to participate in performance measurement and evaluation activities in conjunction with the Grantor and as developed by the ARIOB according to statute. Specifically, the Crime Reduction Act requires a *“performance measurement system that includes but is not limited to the following key performance indicators: recidivism, rate of revocations, employment rates, education achievement, successful completion of substance abuse treatment programs, and payment of victim restitution.”*

Additionally, Grantee site-specific information about the utilization of evidence-based practices will be collected for evaluation purposes. These reporting requirements will be developed upon negotiation with the site administrators and ARIOB. Grantee agrees to provide the following data elements and any other additional data elements developed by the Grantor with the ARIOB:

Demographics:

- Name
- Date of Birth
- Gender
- Race
- SID (fingerprint identification number)

Case Information:

- Current offense (type of offense, class, dates of arrest and sentence)
- Date client was accepted/enrolled in the program
- If not accepted or enrolled state the reason
- Termination date and reason

ARI information:

- Probation/ARI conditions (types of treatment required, restitution, education, etc.)
- Treatment provider(s)
- Status updates on these conditions (movement between phases, interrupted treatment, start date, completion date, compliance with treatment, etc.)
- Termination from conditions (successful or not, reason for termination, date of completion/termination)
- Changes in education level and employment
- Technical violations, rule infractions, other negative behavior (date, violation reason, sanction applied/response)
- Arrests/convictions while on ARI (date, offense, class, sentence and date if applicable)
- Risk/other assessment scores, initial and follow up (date and at least final assessed risk level and override if applicable)
- Number of visits with each client monthly (in-office visits, phone visits, video conference visits, field visits, any time the officer and client meet face-to-face.. Phone contacts should not be counted as face-to-face contacts.)
- Primary substance of choice (if applicable)
- Drug testing information (date tested, result of test, substance(s) found if positive, location of test [probation or treatment provider])
- Diagnosis information
  1. Mental Health (date of diagnosis/actual diagnosis)
  2. Substance abuse/dependence (date of diagnosis, abuse and/or dependence, substance of preference)

60. Gift Cards. If Grantee choose to include gift cards as part of their Budget, the following conditions must be adhered to:
- a. Grantee must detail their method of tracking the use of gift cards;
  - b. Grantee must keep an inventory of who received a gift card and when;
  - c. Grantee must collect and save receipts for purchased gift cards;
  - d. Grantee must maintain the receipts in the same manner as other records; and
  - e. At the end of the fiscal year, Grantee must include in their closeout materials, a spreadsheet detailing each gift card purchase.
61. Match. No match is required for this Agreement.
62. Racial Equity. All program planning, implementation, evaluation, and other activities must be viewed through a racial equity lens to ensure that when decisions are made, disparities in access to program benefits are identified and more inclusive and equitable solutions are implemented. Racial equity must be considered when reviewing disaggregated data; participating in stakeholder conversations; examining the impact of policies and procedures; centering the voices of those most impacted; engaging in solution-oriented dialogue with the ARI Oversight Board; and implementing local action plans that promote diversity, equity, inclusion, and accessibility. ARI sites must commit to participating in racial equity and/or



implicit bias training. Training and technical assistance will be made available to successful applicants to further education and understanding of racial and ethnic disparities.

63. Evidence-Based Programs or Practices. ARI funds must be used to invest in local programs, services, and protocols that have been demonstrated by research or show promise to reduce recidivism and that prioritize cultural relevance and responsiveness to the communities they serve.

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