



# DU PAGE COUNTY

## Human Services

### Final Summary

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

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**Tuesday, December 3, 2024**

**9:30 AM**

**Room 3500A**

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**1. CALL TO ORDER**

9:30 AM meeting was called to order by Vice Chair Paula Deacon Garcia at 9:30 AM.

**2. ROLL CALL**

Other Board members present: Member Saba Haider, Member Andrew Hoenig, Member Sheila Rutledge, Member Yeena Yoo (9:45)

Staff in attendance: Renee Zerante (State's Attorney Office), Nick Kottmeyer (Chief Administrative Officer), Evan Shields (Public Information Officer), DeAndre Redd (Contracting Equity Administrator), Henry Kocker (Procurement), Julie Hamlin (Community Development Administrator), Gina Strafford-Ahmed (Community Services Administrator), and Janelle Chadwick, remote (DuPage Care Center Administrator).

**MOTION TO ALLOW REMOTE PARTICIPATION**

Paula Garcia stated a physical quorum of members is present. She entertained a motion to permit Member Childress to participate via Zoom, due to personal illness or disability, employment purposes for business of the board, or for family or another emergency. Member Galassi, second Member LaPlante.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Lynn LaPlante
<b>SECONDER:</b>	Dawn DeSart

**3. PUBLIC COMMENT**

No public comments were offered.

**4. CHAIR REMARKS - CHAIR SCHWARZE**

Vice Chair Garcia spoke on behalf of Chair Schwarze, who was absent, expressing his gratitude to all for a great year at the Human Services Committee. He is very appreciative of all the work accomplished on this committee in 2024, and he looks forward to working with many of the board members in 2025.

Ms. Garcia stated DuPage County received a request from the DuPage Senior Services Citizens Council that they need more financial funding to round out the year 2024. They need \$42,450 to continue their senior meals for this year. Chair Schwarze and Vice Chair Garcia discussed this request with County Board Chair Conroy. They determined the funds should be taken out of the funds set aside for food insecurity, believing that is a good use of that money.

Ms. Garcia believes the formal request will go straight to County Board next week for approval. This is informational for the Human Services Committee.

DuPage Pads is also in need of funding. They have 87 people they are trying to house. 70 of them they can but 17 they can't for various reasons. They have enough funding until January but are looking for \$353,000 dollars. The DuPage Foundation will reach out to their donors. Per Chair Conroy, they will allocate the money from AD-Hoc Affordable Housing. April Redzic, the President and CEO of DuPage Pads, will attend the Finance or County Board meeting on December 10 to give a presentation explaining why they need the funding and their future plans. Nick Kottmeyer stated that as of December 2, DuPage Pads has raised \$100,000 through private fundraising, which will reduce the request of \$353,000.

**5. APPROVAL OF MINUTES**

5.A. [24-3249](#)

Human Services Committee - Regular Meeting - Tuesday, November 19, 2024

**RESULT:** APPROVED  
**MOVER:** Lynn LaPlante  
**SECONDER:** Kari Galassi

**6. COMMUNITY SERVICES - MARY KEATING**

6.A. [FI-R-0235-24](#)

Revision to Personnel Budget. (Community Services)

**RESULT:** APPROVED AND SENT TO FINANCE  
**MOVER:** Lynn LaPlante  
**SECONDER:** Kari Galassi

6.B. [FI-R-0237-24](#)

Acceptance and appropriation of the Low-Income Home Energy Assistance Program HHS Grant PY25 Inter-Governmental Agreement No. 25-224028, Company 5000 - Accounting Unit 1420, \$3,487,312. (Community Services)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Lynn LaPlante
<b>SECONDER:</b>	Kari Galassi

6.C. [HS-R-0021-24](#)

Approval of issuance of payments by DuPage County to energy assistance providers through the Low-Income Home Energy Assistance Program HHS Grant PY25 Inter-Governmental Agreement No. 25-224028 in the amount of \$2,849,134. (Community Services)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Lynn LaPlante
<b>SECONDER:</b>	Kari Galassi

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

7.A. [HS-P-0054-24](#)

Recommendation for the approval of a contract purchase order issued to LeadingAge Illinois, for annual membership dues for the DuPage Care Center, for the period January 1, 2025 through December 31, 2025, for a total contract total amount not to exceed \$32,400. Other professional services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b).

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Kari Galassi

7.B. [HS-P-0055-24](#)

Recommendation for the approval of a contract purchase order issued to McKesson Medical Surgical Government Solutions, LLC, for prime supplier for general medical and surgical supplies, for the DuPage Care Center, for the period of January 15, 2025 through January 14, 2029, for a contract total not to exceed \$1,115,000. Contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2 (MMCAP Contract #M-487(5)).

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Kari Galassi
<b>SECONDER:</b>	Lynn LaPlante

7.C. [HS-P-0056-24](#)

Recommendation for the approval of a contract purchase order issued to Music Speaks, LLC, for music therapy services for the residents at the DuPage Care Center, for the period January 12, 2025 through January 11, 2026, for a contract total not to exceed \$60,462, per renewal of RFP #21-087-CARE, third and final optional renewal.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Lynn LaPlante
<b>SECONDER:</b>	Dawn DeSart

7.D. [24-3250](#)

Recommendation for the approval of a contract purchase order issued to Illinois Aging Services Network (ILASN), to negotiate managed care contracts for Medicaid, eldercare advantage and commercial plans, for the DuPage Care Center, for the period January 1, 2025 through December 31, 2025, for a contract total amount not to exceed \$17,536.85. Other professional services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b).

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Kari Galassi

7.E. [24-3251](#)

Recommendation for the approval of a contract purchase order issued to Relias LLC, for a Learning Management System, for the DuPage Care Center, for the period January 1, 2025 through December 31, 2025, for a total contract not to exceed \$21,673.02; per RFP #24-114-DCC.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Kari Galassi

8. TRAVEL

8.A. [24-3252](#)

Administrator of Community Development to attend the NACCED NACo legislative conference and committee meetings in Washington, D. C. from February 26, 2025 through March 2, 2025. Expenses to include registration, transportation, lodging, and per diems for approximate total of \$2,629. Grant funded. (Community Services)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Kari Galassi

9. RESIDENCY WAIVERS - JANELLE CHADWICK

No residency waivers were offered.

**10. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK**

Janelle Chadwick, Administrator of the DuPage Care Center, stated that they are on covid protocol with 23 residents and six staff testing positive for covid in one unit. Their infection control practices are effective in keeping covid confined to one unit. The Care Center has had struggles getting visitors to wear masks, to the point of involving security. Acting Chair Garcia asked about the vaccination rates at the DuPage Care Center. The residents' covid vaccination rate is just under 70%, influenza rate is about 86%. The staff covid vaccination rate is 20% and the influenza rate is 53%. The Care Center is holding clinics offering vaccinations. Ms. Chadwick wants 100% of people responding that they have received the vaccine or to provide one of the two exceptions, which are for medical or religious purposes.

The Care Center is getting ready for Christmas with trees going up this week. The committee is invited to attend the employee breakfast on Wednesday, December 18 from 6:30 a.m. to 9:30 a.m. and in the evening from 4:00 p.m. to 6:00 p.m.

The renovations in 3N and 3C are moving along. They are expecting construction to be 90% complete in a few weeks, which is when they will submit paperwork to the Illinois Department of Public Health (IDPH), informing them of the 90% completion to schedule inspections.

**11. COMMUNITY SERVICES UPDATE - MARY KEATING**

No remarks were offered.

**12. OLD BUSINESS**

No old business was discussed.

**13. NEW BUSINESS**

No new business was discussed.

**14. ADJOURNMENT**



# Minutes

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

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**File #:** 24-3249

**Agenda Date:** 12/3/2024

**Agenda #:** 5.A.

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# DU PAGE COUNTY

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

## Human Services Final Summary

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**Tuesday, November 19, 2024**

**9:30 AM**

**Room 3500A**

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**1. CALL TO ORDER**

9:30 AM meeting was called to order by Chair Greg Schwarze at 9:35 AM.

**2. ROLL CALL**

Chair Schwarze appointed County Board Member Patty Gustin to the committee for quorum purposes.

Staff in attendance: Tim Harbaugh (Deputy Director of Facilities), Evan Shields (Public Information Officer), Nick Alfonso (Assistant State's Attorney), Valerie Calvente, Donna Weidman, Brian Rovik (Procurement), DeAndre Redd (Finance), Natasha Belli, Gina Strafford-Ahmed (Community Services Administrators), Mary Keating (Director of Community Services), and Janelle Chadwick (Administrator of the DuPage Care Center).

<b>PRESENT</b>	Childress, Garcia, Schwarze, and Gustin
<b>ABSENT</b>	DeSart, Galassi, and LaPlante

**3. PUBLIC COMMENT**

No public comments were offered.

**4. CHAIR REMARKS - CHAIR SCHWARZE**

No remarks were offered.

**5. APPROVAL OF MINUTES**

5.A. [24-3086](#)

Human Services Committee - Regular Meeting - Tuesday, November 5, 2024

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Michael Childress
<b>SECONDER:</b>	Patty Gustin

**6. LENGTH OF SERVICE AWARD**

6.A. Length of Service Award - Christine Kliebhan - 30 years - DuPage Care Center



**7. COMMUNITY SERVICES - MARY KEATING**

7.A. [HS-P-0053-24](#)

Awarding resolution issued to WellSky Corporation, for renewal of the Annual Homeless Management Information System Software and Cloud services contract, renewal of licenses, training, support, and custom programming, for the period of November 1, 2024 through October 31, 2025, for a contract total not to exceed \$52,948.90. (Community Services)

**RESULT:** APPROVED AND SENT TO FINANCE  
**MOVER:** Michael Childress  
**SECONDER:** Patty Gustin

7.B. [FI-R-0216-24](#)

Revision to Personnel Budget. (Community Services)

**RESULT:** APPROVED AND SENT TO FINANCE  
**MOVER:** Paula Garcia  
**SECONDER:** Patty Gustin

7.C. [FI-R-0220-24](#)

Acceptance and appropriation of the Illinois Association of Community Action Agencies (IACAA) Employment Barrier Reduction Pilot Program PY25 Agreement No. FCSDG05509, Company 5000 - Accounting Unit 1675, in the amount of \$46,000. (Community Services)

**RESULT:** APPROVED AND SENT TO FINANCE  
**MOVER:** Patty Gustin  
**SECONDER:** Paula Garcia

**8. COMMUNITY DEVELOPMENT COMMISSION - MARY KEATING**

8.A. [FI-R-0223-24](#)

Acceptance of an Extension of Time for the Community Project Funding Environmental Review Records Program PY24, Company 5000 - Accounting Unit 1560, from November 30, 2024 to November 30, 2025. (Community Services)

**RESULT:** APPROVED AND SENT TO FINANCE  
**MOVER:** Patty Gustin  
**SECONDER:** Paula Garcia

8.B. [FI-R-0224-24](#)

Acceptance and appropriation of the Community Project Funding Environmental Review Records Program PY25, Company 5000 - Accounting Unit 1560, \$19,000. (Community Services)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Patty Gustin
<b>SECONDER:</b>	Michael Childress

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

9.A. Presentation: DuPage County Care Center Building Renovation Update

Janelle Chadwick and Tim Harbaugh gave a presentation regarding the project scope and ARPA allocations. The project was funded with ARPA dollars, CDBG, and the Kenneth Moy fund. The north building, the lobby, and the exterior entrance are complete.

Tim Harbaugh stated they will decrease the scope of the project. Unforeseen costs included asbestos abatement, the addition of designated exam rooms required by the Illinois Department of Public Health, bringing the fire dampers up to current standards, HVAC issues, replacing the nurse call devices, which were old and antiquated, and the replacement of all sprinkler heads, which must be the same model type. Six rooms that were not in the original scope will be added as it makes sense to renovate them since work is already being completed in the same areas. These rooms consist of the occupational therapy room used by both short- and long-term residents, recreation room, resident dining room, conference rooms, and the laundry room.

To offset the above costs, the east renovation has been put on hold. The east renovation will go out to bid in two weeks with their QVS Quality Construction for an estimated \$15M, to be funded by Care Center reserves. They hope to be able to bring this to the County Board for approval by March or April so the east remodel can begin as the current project finishes in the summer or 2026. The east wing is for short stay and consists of approximately 50 to 60 beds, covering two floors. They will hire an architect and a construction manager, both under one contract.

9.B. [HS-CO-0004-24](#)

Amendment to Resolution HHS-P-0306-22, issued to Wight Construction Services, Inc., to provide Construction Manager at Risk/Guaranteed Maximum Price method of delivery, for the modernization and upgrades of the Kenneth Moy DuPage Care Center Facility, to eliminate the East wing from scope and various changes in scope and to decrease the funding in the amount of \$530,327, resulting in a final County cost of \$29,163,373, a decrease of 1.79%. (PARTIAL ARPA ITEM)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Patty Gustin
<b>SECONDER:</b>	Paula Garcia

9.C. [HS-CO-0005-24](#)

Amendment to Resolution HHS-P-0305-22, issued to WSP USA Design, Inc., for Professional Architectural and Engineering Design Services for the modernization and upgrade of the Kenneth Moy DuPage Care Center Facility, to remove the East wing from scope and decrease the funding in the amount of \$269,673, resulting in a final County cost of \$1,536,627, a decrease of 14.93%. (PARTIAL ARPA ITEM)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Patty Gustin
<b>SECONDER:</b>	Paula Garcia

10. CONSENT ITEMS

10.A. [24-3087](#)

RCM Healthcare Services, Contract 7019-0001 SERV, this Purchase Order is decreasing encumbrance in the amount of \$85,000, due to the vendor recently decreasing the amount of staff being provided.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Patty Gustin

Member Childress left the meeting at 9:53 AM.

**11. INFORMATIONAL**

Due to Member Childress having to leave the meeting and creating an absence of a quorum, the Assistant State's Attorney in attendance stated that items 11.A. through 11.D. were informational and did not need a vote, only to be read at the meeting.

11.A. [24-3088](#)

GPN 042-24 DHS Employment Barrier Reduction Program PY25, Illinois Association of Community Action Agencies (IACAA), US Department of Health and Human Services - \$46,000 (Community Services)

**RESULT:** APPROVED AND SENT TO FINANCE

11.B. [24-3089](#)

GPN 043-24 DuPage Care Center Foundation - Recreation Therapy Grant PY25, \$29,435.00 (DuPage Care Center)

**RESULT:** APPROVED AND SENT TO FINANCE

11.C. [24-3090](#)

GPN 044-24 DuPage Care Center Foundation Music Therapy Grant PY25, \$ 60,462.00. (DuPage Care Center)

**RESULT:** APPROVED AND SENT TO FINANCE

11.D. [24-3091](#)

GPN 045-24 DuPage Care Center Foundation Coordinator Grant PY25, \$31,192.00 (DuPage Care Center)

**RESULT:** APPROVED AND SENT TO FINANCE

**12. RESIDENCY WAIVERS - JANELLE CHADWICK**

No residency waivers were offered.

**13. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK**

**14. COMMUNITY SERVICES UPDATE - MARY KEATING**

Mary Keating referred to Item 7.B., the Revision to the Personnel Budget, explaining the revision is specifically for someone to work on the HOME ARP Project. As part of the American Recovery Plan, Congress created a new Affordable Housing Program, not attached to other programs, and with a whole new set of rules. Community services will need to add a staff person specifically for that project.

The Community Project Funding items, items, 8.A. and 8. B., which used to be called earmarks, are congressionally directed funding towards specific projects. Congress is using the Community Development Block Grant (CDBG) platform to get the funds out, which will include the CDBG regulations. This requires an environmental review, which is an extensive list of regulations that must be checked upon for every site that has a project. There are specific agencies called

'responsible entities' that are the only agencies for a jurisdiction that can sign off on an environmental review, which happens to be our Community Development staff. These projects have really expanded the workload of the staff, so we have entered into MOU's with seven agencies that have received this funding to extend the agreements.

The telephone calls into the Information & Referral unit are mounting and the unit is short staffed. Although the positions are posted, we are not having success in recruiting. We have offered overtime, bumped postings on Indeed, reach out to our memberships, and have asked staff that have moved into other positions to assist. We are asking for peoples' patience. Ms. Keating noted that due to the complexity of the training, it takes at least one month before an employee can assist clients and it also makes it not feasible to bring in staff from other departments. Ms. Keating answered questions from the committee.

The State of Illinois notified us that we will receive \$57,000 towards the 211 system. This funding will be allocated to expenses occurred in the state's current fiscal year. We will be able to recoup some funding for the database management.

**15. OLD BUSINESS**

No old business was discussed.

**16. NEW BUSINESS**

No new business was discussed.

**17. ADJOURNMENT**

With no further business, Chair Schwarze adjourned the meeting at 10:15 AM.



## Finance Resolution

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

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**File #:** FI-R-0235-24

**Agenda Date:** 12/3/2024

**Agenda #:** 10.B.

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Revision to Personnel Budget  
Community Services Department

WHEREAS, the DuPage County Board has approved personnel budgets for all County departments; and

WHEREAS, there are times when it is necessary to revise those budgets to insure efficient and effective County operations.

NOW, THEREFORE, BE IT RESOLVED that the Personnel Budget for the Community Services Department be revised to reflect the addition of;

Full-Time

5000-1400 CD24 ADMIN (1) Senior Project Coordinator  
CB002  
Grade 111  
Salary Range \$45,889.59 - \$76,478.53

BE IT FURTHER RESOLVED that the County Clerk be directed to transmit copies of this resolution to the County Board and the Human Resources Department.

Enacted and approved this 10<sup>th</sup> day of December, 2024 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



## Finance Resolution

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

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**File #:** FI-R-0237-24

**Agenda Date:** 12/3/2024

**Agenda #:** 10.C.

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ACCEPTANCE AND APPROPRIATION OF THE  
LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM HHS GRANT PY25  
INTER-GOVERNMENTAL AGREEMENT NO. 25-224028  
COMPANY 5000 - ACCOUNTING UNIT 1420  
\$3,487,312

(Under the administrative direction of  
the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity that grant funds in the amount of \$3,487,312 (THREE MILLION, FOUR HUNDRED EIGHTY-SEVEN THOUSAND, THREE HUNDRED TWELVE AND NO/100 DOLLARS) are available to be used to assist low-income DuPage County residents by offsetting the rising cost of home energy through direct financial assistance, energy counseling, outreach, and education; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 25-224028 with the Illinois Department of Commerce and Economic Opportunity, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the period of the Inter-Governmental Agreement is from October 1, 2024 through August 31, 2026; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Inter-Governmental Agreement No. 25-224028 (ATTACHMENT II) between DuPage County and Illinois Department of Commerce and Economic Opportunity is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$3,487,312 (THREE MILLION, FOUR HUNDRED EIGHTY-SEVEN THOUSAND, THREE HUNDRED TWELVE AND NO/100 DOLLARS) be made to establish the Low-Income Home Energy Assistance Program HHS Grant PY25, Company 5000 - Accounting Unit 1420, for the period October 1, 2024 through August 31, 2026; and

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

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

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

Enacted and approved this 10<sup>th</sup> day of December, 2024 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



ATTACHMENT I

ACCEPTANCE AND APPROPRIATION TO ESTABLISH THE  
LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM HHS GRANT PY25  
INTER-GOVERNMENTAL AGREEMENT NO. 25-224028  
COMPANY 5000 – ACCOUNTING UNIT 1420  
\$3,487,312

REVENUE

41000-0002 - Federal Operating Grant - HHS \$ 3,487,312

TOTAL ANTICIPATED REVENUE \$ 3,487,312

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries \$ 356,586  
50010-0000 - Overtime 11,028  
51010-0000 - Employer Share I.M.R.F. 30,218  
51030-0000 - Employer Share Social Security 28,123  
51040-0000 - Employee Med & Hosp Insurance 38,330

TOTAL PERSONNEL \$ 464,285

COMMODITIES

52200-0000 - Operating Supplies & Materials \$ 17  
52220-0000 - Wearing Apparel 160

TOTAL COMMODITIES \$ 177

CONTRACTUAL

53090-0000 - Other Professional Services \$ 158,354  
53260-0000 - Wireless Communication Svc 504  
53500-0000 - Mileage Expense 499  
53510-0000 - Travel Expense 2,675  
53600-0000 - Dues & Memberships 1,596  
53610-0000 - Instruction & Schooling 1,142  
53800-0000 - Printing 455  
53804-0000 - Postage & Postal Charges 552  
53807-0000 - Subscription It Arrangements 6,468  
53808-0000 - Statutory & Fiscal Charges 50  
53821-0000 - Energy Grants 2,849,134

53830-0000 - Other Contractual Expenses	<u>210</u>	
TOTAL CONTRACTUAL		\$ 3,021,639
CAPITAL		
54100-0700 - IT Equipment - Capital Lease	\$ 231	
54107-0000 - Software	<u>\$ 980</u>	
TOTAL CAPITAL		\$ <u>1,211</u>
TOTAL ADDITIONAL APPROPRIATION		\$ <u><u>3,487,312</u></u>



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

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

**PART ONE – The Uniform Terms**

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

**PART TWO – Grantor-Specific Terms**

**PART THREE – Project-Specific Terms**

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

ILLINOIS DEPARTMENT OF COMMERCE AND  
ECONOMIC OPPORTUNITY

DUPAGE COUNTY

By: \_\_\_\_\_  
Signature of Kristin A. Richards, Director

By: \_\_\_\_\_  
Signature of Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Designee

Printed Name: Mary A Keating

Printed Title: Executive Director

Date: \_\_\_\_\_

Email: Mary.Keating@dupageco.org

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_  
Designee

By: \_\_\_\_\_  
Signature of Second Grantor Approver, if applicable

By: \_\_\_\_\_  
Signature of Second Grantee Approver, if applicable

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_  
Second Grantor Approver

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

By: \_\_\_\_\_  
Signature of Third Grantor Approver, if applicable

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_  
Third Grantor Approver

**PART ONE – THE UNIFORM TERMS**

**ARTICLE I  
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

“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 **10/01/2024** and expires on **08/31/2026** (the Term), unless terminated pursuant to this Agreement.

2.2. **Amount of Agreement.** Grant Funds must not exceed **\$3,487,312.00**, of which **\$3,487,312.00** are federal funds. Grantee accepts Grantor’s payment as specified in this ARTICLE.

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

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

Reimbursement

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

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **G-2502ILLIEA**, the federal awarding agency is **Department Of Health And Human Services**, and the Federal Award date is **10/01/2024**. If applicable, the Assistance Listing Program Title is **Low-Income Home Energy Assistance** and Assistance Listing Number is **93.568**. The Catalog of State Financial Assistance (CSFA) Number is 420-70-0090 and the CSFA Name is Low Income Home Energy Assistance. If applicable, the State Award Identification Number (SAIN) is 90-54853.

**ARTICLE III  
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

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

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

3.2. Tax Identification Certification. Grantee certifies that: **366006551** is Grantee’s correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5),

and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

#### ARTICLE IV PAYMENT REQUIREMENTS

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

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

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

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

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

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

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee 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

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

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

The purpose of this authority is as follows:

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

**PROJECT DESCRIPTION:**

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

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

Program Objective

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

EXHIBIT B

DELIVERABLES OR MILESTONES

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

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

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

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

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

**FOR OFFICIAL GRANT NOTIFICATIONS**

GRANTOR CONTACT

Name: Kristin A. Richards  
Title: Director  
Address: 1011 S. 2<sup>nd</sup> St.  
Springfield, IL 62704

GRANTEE CONTACT

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

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: N/A

**FOR GRANT ADMINISTRATION**

GRANTOR CONTACT

Name: Megan Maletich  
Title: Grant Manager  
Address: 1011 S. 2<sup>nd</sup> St.  
Springfield, IL 62704  
Phone: 217-557-8975  
TTY#: (800) 785-6055  
Email: megan.e.maletich@illinois.gov  
Address:

GRANTEE CONTACT

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

**GRANTEE DESIGNEES**

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

Authorized Designee: \_\_\_\_\_  
Authorized Designee Title: \_\_\_\_\_  
Authorized Designee Phone: \_\_\_\_\_  
Authorized Designee Email: \_\_\_\_\_

Authorized Designee Signature: \_\_\_\_\_

Authorized Signatory Approval: \_\_\_\_\_

Authorized Designee: \_\_\_\_\_  
Authorized Designee Title: \_\_\_\_\_  
Authorized Designee Phone: \_\_\_\_\_  
Authorized Designee Email: \_\_\_\_\_

Authorized Designee Signature: \_\_\_\_\_

Authorized Signatory Approval: \_\_\_\_\_

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

Email: [externalauditunit@illinois.gov](mailto:externalauditunit@illinois.gov)

**GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT**

Name: Taylor Sagle  
Email: taylor.sagle@illinois.gov  
Phone: 217-785-6437  
Fax#: N/A

Address: IDCEO-ACCOUNTING OFFICE  
1011 S 2ND ST  
SPRINGFIELD IL 62704-3004

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

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

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

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

**EXHIBIT E**

**SPECIFIC CONDITIONS**

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

No Specific Conditions.

**PART TWO – GRANTOR-SPECIFIC TERMS**

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

**ARTICLE XXIII  
AUTHORIZED SIGNATORY**

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

**ARTICLE XXIV  
ADDITIONAL AUDIT PROVISIONS**

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

**ARTICLE XXV  
ADDITIONAL MONITORING PROVISIONS**

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

**ARTICLE XXVI  
ADDITIONAL INTEREST PROVISIONS**

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services



Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXVII  
ADDITIONAL BUDGET PROVISIONS**

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

**ARTICLE XXVIII  
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

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

(a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;

(b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;

(d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

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

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated

with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

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

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

#### ARTICLE XXIX

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

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

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

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

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

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

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. Failure to submit such payment request timely will render the amounts billed an

unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee must timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

**ARTICLE XXX**  
**ADDITIONAL MODIFICATION PROVISIONS**

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

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

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

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

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and D) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

**ARTICLE XXXI  
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

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

**ARTICLE XXXII  
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

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

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

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

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

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

**ARTICLE XXXIII  
APPLICABLE STATUTES**

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Breach Response. In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

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

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

**ARTICLE XXXIV  
ADDITIONAL MISCELLANEOUS PROVISIONS**

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

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

**ARTICLE XXXV  
ADDITIONAL REQUIRED CERTIFICATIONS**

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

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

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

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

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the

construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

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**PART THREE – PROJECT-SPECIFIC TERMS**

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

**ARTICLE XXXVI  
REPORT DELIVERABLE SCHEDULE**

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

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

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

**January 2025**

- Annual Annual Financial Report (01/30/2025) - Covering Period of 10/01/2024 - 12/31/2024; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (01/30/2025) - Covering Period of 10/01/2024 - 12/31/2024; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.

**January 2026**

- Annual Annual Financial Report (01/30/2026) - Covering Period of 01/01/2025 - 12/31/2025; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (01/30/2026) - Covering Period of 01/01/2025 - 12/31/2025; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.

**September 2026**

- Annual Annual Financial Report (09/30/2026) - Covering Period of 01/01/2026 - 08/31/2026; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (09/30/2026) - Covering Period of 01/01/2026 - 08/31/2026; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.

**October 2026**

- End of grant Closeout Financial Report and Reconciliation (10/15/2026) - Covering Period of 10/01/2024 - 08/31/2026; Send To: Grant Manager
  - Supporting Documents: Closeout Financial Report and the OCA Grant Reconciliation Package as well as requested supporting documentation.
- End of grant Closeout Performance Report (10/15/2026) - Covering Period of 10/01/2024 - 08/31/2026; Send To: Grant Manager

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

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

#### **ARTICLE XXXVII GRANT-SPECIFIC TERMS/CONDITIONS**

37.1. This Agreement is issued contingent upon the Grantee’s successful completion of the 2024 Low-Income Home Energy Assistance Program (“LIHEAP”). Failure of the Grantee to comply with the terms and conditions of the 2024 LIHEAP Grant Agreement may result in termination of this Grant Agreement.

37.2. Federal Grant Requirements.

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

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

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

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

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

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

37.5. Method of Compensation.

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

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

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

37.7. Non-Expendable Personal Property.

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

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

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

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

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

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

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

37.9. Travel Costs.

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

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

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

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

37.12. Bond and Depository Insurance Requirements.

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

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

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

37.14. Additional Budget Modification Provisions.

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

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

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

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

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

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

37.15. Fraud, Waste, Abuse or Misconduct.

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

(b) Definitions.

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

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

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

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

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

37.16. Billing Schedule. Notwithstanding the billing requirements set forth in paragraph 4.8 and the billing schedule set forth in paragraph 29.5, Grantee must submit any payment requests to Grantor within forty five (45) days after the grant end date. Failure to submit such payment requests timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

Attachment A. Budget



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

Agency:	Illinois Department of Commerce and Economic Opportunity	State FY:	2025
Grantee:	DuPage County	DUNS Number:	135836026
NOFO Number:		CSFA Number:	
Grant Number:	25-224028		
CSFA Description:			

<b>Section A: State of Illinois Funds</b>	<u>Summary</u>	<u>Detail</u>
<b>Revenues</b>		
State of Illinois Grant Amount Requested	\$3,487,312.00	
<b>Budget Expenditure Categories</b>		
1. Personnel (200.430)	\$367,614.00	
0101 PERSONNEL SALARIES AND WAGES		\$215,582.00
0301 ADMIN-PERSONNEL (SALARY/WAGES)		\$152,032.00
2. Fringe Benefits (200.431)	\$96,671.00	
0102 FRINGE BENEFITS		\$54,751.00
0302 ADMIN-FRINGE BENEFITS		\$41,920.00
3. Travel (200.474)	\$3,174.00	
0103 TRAVEL		\$499.00
0303 ADMIN-TRAVEL		\$2,675.00
4. Equipment (200.439)		
5. Supplies (200.94)	\$1,031.00	
0105 SUPPLIES (PC'S AND LAPTOPS)		\$552.00
0305 ADMIN-SUPPLIES		\$479.00
6. Contractual/Subawards (200.318 and .92)	\$8,841.00	
0306 ADMIN-CONTRACTUAL SERVICES		\$8,841.00
7. Consultant (200.459)		
8. Construction		
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications	\$504.00	
0311 ADMIN-TELECOMMUNICATIONS		\$504.00
12. Training and Education (200.472)	\$1,142.00	
0312 ADMIN-TRAINING AND EDUCATION		\$1,142.00
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs	\$9,247.00	
0114 MISCELLANEOUS		\$7,601.00
0314 ADMIN-MISCELLANEOUS COSTS		\$1,646.00
15. Grant Exclusive Line Item(s)	\$2,999,088.00	
0201 CLIENT BENEFITS		\$2,999,088.00
16. Total Direct Costs (add lines 1-15)	\$3,487,312.00	\$3,487,312.00
17. Total Indirect Costs (200.414)		
Rate:	0%	
Base:	N/A	
18. Total Costs State Grant Funds (Lines 16 and 17)	\$3,487,312.00	\$3,487,312.00

Grantee:

NOFO Number:

Grant Number:

**SECTION A - Continued - Indirect Cost Rate Information**

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

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

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from you State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

**Select ONLY One:**

- 1)  Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.
- 2a)  Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendix IV(c)(2)(c).
- 2b)  Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.
- 3)  Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CFR 200.414 (C)(4)(f) and 200.68.
- 4)  For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
  - is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
  - complies with other statutory policies.
- 5)  No reimbursement of Indirect Cost is being requested.

Rate:  %

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

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

Indirect Cost Rate:  % The Distribution Base Is:

Grantee:

NOFO Number:

Grant Number:

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

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

Attachment B. Exhibit E Continued – No Conditions

## Illinois Grant Accountability and Transparency Notice of State Award

<b>STATE OF ILLINOIS GRANT INFORMATION</b>	
State Award Identification	Name of State Agency (Grantor): Commerce And Econ Opp Department/Organziation Unit: Office of Community Assistance
State Award ID Number (SAIN)	90-54853
State Program Description	The Low Income Home Energy Assistance (LIHEAP) funded through the Department of Health and Human Services (HHS), and the Supplemental Low Income Energy Assistance Fund (SLIHEAP) is implemented through designated grantees to provide services to eligible low income households in Illinois. The client assistance funds available through this grant assist eligible households with the costs of home energy by incorporating fuel assistance, home weatherization and other related measures in accordance with the current LIHEAP regulations and requirements. Up to 15% of the HHS and 10% of the SLIHEAP funding can be utilized for Weatherization activities.
Announcment Type	Initial
Agency (Grantor) Contact Information	Name: Leslie Ann Lesko Phone: 217-552-2206 Email: LeslieAnn.Lesko@illinois.gov

<b>GRANTEE INFORMATION</b>	
Grantee / Subrecipient Information	Name: County of DuPage Address: 421 N. County Farm Road, Wheaton, IL 60187 Phone: Email:
Grantee Identification	GATA: 673126    UEI: W7KRN7E54898    FEIN: 366006551
Period of Performance	Start Date: 10/1/2024    End Date: 8/31/2026

<b>FUNDING INFORMATION</b>			
FUND	CSFA	CFDA	AMOUNT
870	420-70-0090	93.568	\$3,487,312.00
TOTAL			\$3,487,312.00

*(M) Currently used by State of Illinois for "Match" or "Maintenance of Effort" (MOE) requirements on Federal Funding. Funding is subject to Federal Requirements and may not be used by Grantee for other match requirements on other awards.*

## Illinois Grant Accountability and Transparency Notice of State Award

<b>TERMS AND CONDITIONS</b>	
Grantee Indirect Cost Rate Information	Rate: 0 Base: N/A Period: 10/1/2024-8/31/2026
Research & Development	No
Cost Sharing or Matching Requirements	No
Uniform Term(s)	CODE of FEDERAL REGULATIONS Title 2: Grants and Agreements PART 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200)  Grant Accountability and Transparency Act (GATA), 30 ILCS 708/1  Illinois Administrative Code
Grantor-Specific Term(s)	This Notice of State Award (NOSA) is not an agreement. This NOSA is not a guarantee of an agreement.  Grantor-Specific Terms that will be included in the final grant agreement can be found by clicking on "Uniform Grant Agreement Template" under the Grant Agreement Overview section at: <a href="https://dceo.illinois.gov/aboutdceo/grantopportunities/learning-library.html">https://dceo.illinois.gov/aboutdceo/grantopportunities/learning-library.html</a>
Program-Specific Term(s)	Information about the LIHEAP Specific Terms and requirements can be found in the Energy Assistance Act (305 ILCS 20) and the Illinois Administrative Rules (47 Ill Adm. Code 100).

**SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - FISCAL AND ADMINISTRATIVE**

**The nature of the additional requirements**

**GATA Conditions:**

None

**Agency Adjustments / Explanation:**

NO FISCAL & ADMINISTRATIVE CONDITIONS

**The reason why the additional requirements are being imposed**

**GATA Conditions:**

None

**Agency Adjustments / Explanation:**

None

**The nature of the action needed to remove the additional requirement, if applicable**

**GATA Conditions:**

None

**Agency Adjustments / Explanation:**

None

**The time allowed for completing the actions, if applicable**

**GATA Conditions:**

None

**Agency Adjustments / Explanation:**

None

**The method for requesting reconsideration of the additional requirements imposed**

**GATA Conditions:**

None

**Agency Explanation:**

Your assigned OCA Fiscal Monitor will review your ICQ responses and any associated risks during the next fiscal monitoring visit. No further action required at this time.

# Illinois Grant Accountability and Transparency Notice of State Award

**SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - PROGRAMMATIC**

**The nature of the additional requirements**

**Agency Adjustments / Explanation:**

NO PROGRAMMATIC CONDITIONS

**The reason why the additional requirements are being imposed**

**Agency Adjustments / Explanation:**

**The nature of the action needed to remove the additional requirement, if applicable**

**Agency Adjustments / Explanation:**

**The time allowed for completing the actions, if applicable**

**Agency Adjustments / Explanation:**

**The method for requesting reconsideration of the additional requirements imposed**

**Agency Explanation:**

Your assigned OCA LIHEAP Grant Manager will review your PRAQ responses and any associated risks during the next LIHEAP program monitoring visit. No further action required at this time.



**SIGNATURE PAGE**

**Circle one:** Accept NOSA / Reject NOSA

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

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Date of Execution



## HS Resolution

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

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**File #:** HS-R-0021-24

**Agenda Date:** 12/3/2024

**Agenda #:** 15.A.

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APPROVAL OF ISSUANCE OF PAYMENTS BY DUPAGE COUNTY  
TO ENERGY ASSISTANCE PROVIDERS THROUGH  
THE LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM  
HHS GRANT PY25  
INTER-GOVERNMENTAL AGREEMENT NO. 25-224028  
IN THE AMOUNT OF \$2,849,134

WHEREAS, the County of DuPage receives grant funds and administers the Low-Income Home Energy Assistance HHS Grant PY25, Inter-Governmental Agreement No. 25-224028, Company 5000 - Accounting Unit 1420; and

WHEREAS, the energy assistance budget for the Low-Income Home Energy Assistance HHS Grant PY25, Inter-Governmental Agreement No. 25-224028 is \$2,849,134 (TWO MILLION, EIGHT HUNDRED FORTY-NINE THOUSAND, ONE HUNDRED THIRTY-FOUR AND NO/100 DOLLARS); and

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

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

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of payments for the Low-Income Home Energy Assistance HHS Grant PY25, Inter-Governmental Agreement No. 25-224028, for the period October 1, 2024 through August 31, 2026 for energy assistance, in amounts not to exceed the total grant energy assistance budget.

NOW, THEREFORE, BE IT RESOLVED, that individual payments to provide energy assistance in accordance with the Low-Income Home Energy Assistance HHS Grant PY25, Inter-Governmental Agreement No. 25-224028, Company 5000 - Accounting Unit 1420, for the period October 1, 2024 through August 31, 2026, for Community Services/LIHEAP, be and it is hereby approved for issuance to the providers on the approved State of Illinois Registers, in amounts not exceeding the grant total of \$2,849,134 (TWO MILLION, EIGHT HUNDRED FORTY-NINE THOUSAND, ONE HUNDRED THIRTY-FOUR AND NO/100 DOLLARS).

Enacted and approved this 10<sup>th</sup> day of December, 2024 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



## Care Center Requisition \$30,000 and Over

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

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**File #:** HS-P-0054-24

**Agenda Date:** 12/3/2024

**Agenda #:** 15.C.

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AWARDING RESOLUTION ISSUED TO  
LEADINGAGE ILLINIOS  
FOR ANNUAL MEMBERSHIP DUES  
FOR THE DUPAGE CARE CENTER  
(CONTRACT TOTAL AMOUNT \$32,400.00)

WHEREAS, an agreement for professional services not subject to competitive bidding per 55 ILCS 5/5-1022(c) has been negotiated in accordance with 2-353(1)(b) of the DuPage County Purchasing Ordinance; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to LeadingAge Illinois, for annual membership dues, for the period of January 1, 2025 through December 31, 2025, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract is for annual membership dues, for the period of January 1, 2025 through December 31, 2025, for the DuPage Care Center, be, and it is hereby approved for the issuance of a contract by the Procurement Division to LeadingAge Illinois, 550 Warrenville Road, Suite 102, Lisle, Illinois 60532, for a contract total amount of \$32,400.00.

Enacted and approved this 10th day of December 2024, at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-3116	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$32,400.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 12/03/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$32,400.00
	CURRENT TERM TOTAL COST: \$32,400.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: LeadingAge Illinois	VENDOR #: 10112	DEPT: DuPage Care Center	DEPT CONTACT NAME: Janelle Chadwick
VENDOR CONTACT: Angela Schnepf	VENDOR CONTACT PHONE: 630-325-6170	DEPT CONTACT PHONE #: 630-784-4202	DEPT CONTACT EMAIL: janelle.chadwick@dupagecounty.gov
VENDOR CONTACT EMAIL: aschnepf@leadingage.org	VENDOR WEBSITE:	DEPT REQ #: 7479	

**Overview**

**DESCRIPTION** Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Annual membership dues for the DuPage Care Center, for the period January 1, 2025 through December 31, 2025, for a total amount of \$32,400.00, per Other Professional Services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b).

**JUSTIFICATION** Summarize why this procurement is necessary and what objectives will be accomplished  
 LeadingAge Illinois is one of the largest & most respected associations of providers serving Illinois older adults. Committee to advancing excellence, LeadingAge Illinois advocates quality services, promotes innovative practices & fosters collaboration. Leading Age Illinois services the full spectrum of providers including home & community based services (HCBS), senior housing, continuing care retirement communities (CCRC), assisted living, supportive living & skilled nursing/rehabilitation centers. LeadingAge Illinois is the state affiliated of Leading Age national. LeadingAge Illinois is the largest elder-care association in Illinois. Leading Age Illinois is nationally recognized for its innovative programs, leadership & expertise on issues related to long term care & senior housing & services. Along with their national partners, LeadingAge & Argentum (previously the Assisted Living Federation of America (ALFA)), LeadingAge Illinois is highly committed to the advancement of quality & innovation in older adult services. Membership provides access to extensive, diverse programming including but not limited to the following: LeadingAge Illinois advocates for all members, obtaining adequate reimbursement to allow for DPCC to maintain & improve quality to our residents, reducing redundant & innovation-stifling regulations, promoting resident/customer directed care & services, developing protection standards, support additional Medicaid funding for nursing homes, addressing the late Medicaid determinations crisis, Managed Care Oversight, Collaboration with Telligen, a Quality Improvement Organization for the State of IL, Audio Seminars, workshops, Annual conventions, webinars & professional certification programs.

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)	

SECTION 3: DECISION MEMO	
SOURCE SELECTION	Describe method used to select source. Financial Planning
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Approve LeadingAge Illinois for the DuPage Care Center's annual membership dues, so that services are not interrupted. 2) Do not approve LeadingAge Illinois for the DuPage Care Center's annual membership dues, which would leave DPCC without services that assist with valuable information, programs, workshops, conventions for continued education, quality services and collaboration and latest guidelines and regulations knowledge.

### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

### SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: LeadingAge Illinois	Vendor#: 10112	Dept: DuPage Care Center	Division: Administration
Attn: Angela Schnepf	Email: aschnepf@leadingageil.org	Attn: Janelle Chadwick	Email: Janelle.chadwick@dupagecounty.gov
Address: 550 Warrenville Road, Suite 102	City: Lisle	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60532	State: IL	Zip: 60187
Phone: 630-325-6170	Fax:	Phone: 630-784-4202	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: LeadingAge Illinois	Vendor#: 10112	Dept: DuPage Care Center	Division: Administration
Attn:	Email:	Attn: Janelle Chadwick	Email: dupagecounty.gov
Address: Department #10347, PO Box 87618	City: Chicago	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60680-0618	State: IL	Zip: 60187
Phone: 630-325-6170	Fax:	Phone: 630-784-4202	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): January 1, 2025	Contract End Date (PO25): December 31, 2025

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Annual Membership Dues for the DuPage Care Center	FY25	1200	2000	53600		32,400.00	32,400.00
<b>FY is required, ensure the correct FY is selected.</b>										Requisition Total	\$ 32,400.00

Comments

HEADER COMMENTS	Provide comments for P020 and P025. Annual membership dues for the DuPage Care Center, for the period January 1, 2025 through December 31, 2025, for a total amount of \$32,400.00, per Other Professional Services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b).
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. December 3, 2024 Human Services                                      December 10, 2025 County Board
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

LeadingAge Illinois  
Department #10347 P.O. Box 87618  
Chicago, IL 60680-0618  
630-325-6170  
accounting@leadingageill.org



## Estimate

### ADDRESS

Christine Kleebhan  
DuPage Care Center  
400 N County Farm Rd  
Wheaton, IL 60187-3908

ESTIMATE # 1  
DATE 11/04/2024

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DESCRIPTION	AMOUNT
2025 LeadingAge Illinois Dues - estimate	22,500.00
2025 LeadingAge National Dues - estimate	9,900.00

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TOTAL

USD 32,400.00

Accepted By

Accepted Date

Dues paid to LeadingAge Illinois are not deductible as charitable donations but may be deductible as ordinary business expense. 6% of LeadingAge Illinois dues relate to lobbying activities and are not deductible for income tax purposes.





# Required Vendor Ethics Disclosure Statement

Date: 11-5-24

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

Bid/Contract/PO #: \_\_\_\_\_

Company Name: <u>LeadingAge Illinois</u>	Company Contact: <u>Dan Churchill</u>
Contact Phone: <u>630-325-6284</u>	Contact Email: <u>dchurchill@leadingageill.org</u>

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

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

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

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

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

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

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

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

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

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

Authorized Signature **Daniel S Churchill**  
Digitally signed by Daniel S Churchill  
 DN: cn=Daniel S Churchill, o, ou, email=dchurchill@leadingageill.org,  
 c=US  
 Date: 2024.11.05 10:59:34 -06'00'

---

Printed Name Daniel S. Churchill

---

Title Executive Vice President

---

Date 11/5/24

---

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



Care Center Requisition \$30,000 and Over

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

File #: HS-P-0055-24

Agenda Date: 12/3/2024

Agenda #: 15.D.

AWARDING RESOLUTION ISSUED TO  
MCKESSON MEDICAL SURGICAL GOVERNMENT SOLUTIONS, LLC  
FOR PRIME SUPPLIER FOR GENERAL MEDICAL AND SURGICAL SUPPLIES  
FOR THE DUPAGE CARE CENTER  
(CONTRACT TOTAL AMOUNT \$1,115,000.00)

WHEREAS, the County of DuPage by virtue of its power set forth in the Counties Code (55 ILCS 5/1-1001 *et seq.*) is authorized to enter into this Agreement; and

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement for prime supplier for general medical and surgical supplies; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and MMCAP, the County of DuPage will contract with McKesson Medical Surgical Government Solutions, LLC; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to McKesson Medical Surgical Government Solutions, LLC, for prime supplier for general medical and surgical supplies, for the period of January 15, 2025 through January 14, 2029, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said, for prime supplier for general medical and surgical supplies, for the period of January 15, 2025 through January 14, 2029, for the DuPage Care Center, be, and it is hereby approved for issuance of a contract by the Procurement Division to McKesson Medical Surgical Government Solutions, LLC, 9954 Maryland Drive, Suite 5176, Henrico, Virginia 23233, for a contract total amount not to exceed \$1,115,000.00, per contract pursuant to MMCAP Contract #M-487(5).

Enacted and approved this 10<sup>th</sup> day of December, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-3117	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 4 YRS + 0 TERM PERIOD	INITIAL TERM TOTAL COST: \$1,115,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 12/03/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$1,115,000.00
	CURRENT TERM TOTAL COST: \$1,115,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: McKesson Medical Surgical Government Solutions LLC	VENDOR #: 30801	DEPT: DuPage Care Center	DEPT CONTACT NAME: Annabel Leonida
VENDOR CONTACT: Christine Mazzucchelli	VENDOR CONTACT PHONE: 847-212-9198	DEPT CONTACT PHONE #: 630-784-4250	DEPT CONTACT EMAIL: annabel.leonida@dupagecounty.gov
VENDOR CONTACT EMAIL: christine.mazzucchelli@mckesson.com	VENDOR WEBSITE:	DEPT REQ #: 7481	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Prime Supplier for general medical and surgical supplies, for a contract period January 15, 2025 through January 14, 2029, for a contract total not to exceed \$1,115,000.00, per MMCAP, Cooperative (DPC2-352), Government Joint Purchasing Act (30ILCS525) or GSA scheduling pricing.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Contract covers prime medical supplies needed to meet resident care needs. These would include categories for exam/diagnostic, resident care, respiratory, surgical, syringe, needle/I.V., urinary/ostomy and wound care supplies.  The DuPage Care Center is regulated by the IL Department of Public Health which mandates and monitors our compliance in following procedures and practices. Medical-surgical supplies are a significant part of the orders generated by our Physicians. This contract will allow us to meet our physician orders and resident needs for supplies needed for daily living.  This contract pursuant to the Intergovernmental Cooperative Act (MMCAP) MMCAP is Minnesota Multi-State Contracting Alliance for Pharmacy. MMCAP is a voluntary group purchasing organization for government facilities that provide healthcare services. MMCAP's mission is to ensure best value pharmaceuticals and healthcare products and services to government facilities across the nation. Using MMCAP rather than conducting our own bid has proven to be cost effective and much more efficient in terms of staff time to manage. MMCAP has reduces the cost of products and services as well as receiving a wholesaler shareback credit at the end of each Fiscal Year.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING	

<b>SECTION 3: DECISION MEMO</b>	
SOURCE SELECTION	Describe method used to select source. Quality of life
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Approve contract for Prime Supplier Medical and Surgical Supplies, for the period January 15, 2025 through January 14, 2029, per MMCAP. 2) Do not approve contract for Prime Supplier Medical and Surgical Supplies, for the period January 15, 2025 through January 14, 2029, per MMCAP, however, DuPage Care Center would still need to purchase these supplies per Physician orders, which could result in spending more monies than anticipated if not part of MMCAP.

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: McKesson Medical Surgical Government Solutions, LLC	Vendor#: 30801	Dept: DuPage Care Center	Division: Nursing
Attn: Amanda Johnson	Email: government.bids@mckesson.com	Attn: Connie	Email: connie.pureza@dupagecounty.gov
Address: 9954 Maryland Drive, Suite 5176	City: Henrico	Address: 400 N. County Farm Road	City: Wheaton
State: VA	Zip: 23233	State: IL	Zip: 60187
Phone: 800-328-8111	Fax:	Phone: 630-784-4254	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: McKesson Medical Surgical Government Solutions, LLC	Vendor#: 30801	Dept: DuPage Care Center	Division: Nursing
Attn:	Email:	Attn: Annabel Leonida	Email: annabel.leonida@dupagecounty.gov
Address: PO Box 936279	City: Atlanta	Address: 400 N. County Farm Road	City: Wheaton
State: GA	Zip: 31193-6279	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-784-4250	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): January 15, 2025	Contract End Date (PO25): January 14, 2029

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Prime Supplier for General Medical and Surgical Supplies	FY25	1200	2050	52320		195,000.00	195,000.00
2	1	EA		Prime Supplier for General Medical and Surgical Supplies	FY26	1200	2050	52320		215,000.00	215,000.00
3	1	EA		Prime Supplier for General Medical and Surgical Supplies	FY27	1200	2050	52320		225,000.00	225,000.00
4	1	EA		Prime Supplier for General Medical Surgical Supplies	FY28	1200	2050	52320		235,000.00	235,000.00
5	1	EA		Prime Supplier for General Medical and Surgical Supplies	FY29	1200	2050	52320		245,000.00	245,000.00
<b>FY is required, ensure the correct FY is selected.</b>										Requisition Total	\$ 1,115,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Prime Supplier for general medical and surgical supplies, for a contract period January 15, 2025 through January 14, 2029, for a contract total not to exceed \$1,115,000.00, per MMCAP, Cooperative (DPC2-352), Government Joint Purchasing Act (30ILCS525) or GSA scheduling pricing.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. December 3, 20024 Human Services Committee      December 10, 2024 County Board
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

### CONTRACT RELEASE: M-487(5)

DATE: February 08, 2024



Entities that purchase from MMCAP Infuse contracts must be members of MMCAP Infuse in order to access contract pricing. Membership is free and open to state agencies, counties, cities, school districts, federally recognized Indian tribes, and other entities recognized by Minnesota Statutes Section 16C.03. To join MMCAP Infuse or verify your MMCAP Infuse ID, please contact [mmcap\\_infuse.membership@state.mn.us](mailto:mmcap_infuse.membership@state.mn.us).

Members may access the contracts, attachments, and any contract updates on the MMCAP Infuse website <https://infuse-mn.gov/>. If you do not know your Username and Password, please contact [mmcap.infuse@state.mn.us](mailto:mmcap.infuse@state.mn.us).

MMCAP Infuse releases RFPs for Medical Supplies and Equipment.

If you have questions or are interested in discussing medical products or distribution options, please contact MMCAP Infuse's Senior Healthcare Consultants: <https://infuse-mn.gov/products/product-ordering/index.jsp>

**PRODUCT/SERVICE: MEDICAL PRODUCTS, EQUIPMENT AND VALUE-ADDED SERVICES**

**CONTRACT PERIOD: SEE INDIVIDUAL CONTRACTS BELOW**

**EXTENSION OPTIONS: SEE INDIVIDUAL CONTRACTS BELOW**

**MMCAP Infuse Contact:** Aron Marks, Line of Business Coordinator

**PHONE:** 651.201.3043 **E-MAIL:** [aron.marks@state.mn.us](mailto:aron.marks@state.mn.us)

**MMCAP Infuse Phone:** 651.201.2420 **E-mail:** [mmcap.infuse@state.mn.us](mailto:mmcap.infuse@state.mn.us) **WEBSITE:** <https://infuse-mn.gov/>

**Please provide your MMCAP Infuse ID to each vendor when opening a new account. This will ensure that you are able to access negotiated pricing, products, and/or services. If you need to confirm your MMCAP Infuse ID, please email us at [mmcap\\_infuse.membership@state.mn.us](mailto:mmcap_infuse.membership@state.mn.us)**

CONTRACT VENDOR	CONTRACT NO.	TERMS
CARDINAL HEALTH	MMS2200737	October 4, 2023 – May 1, 2025 <i>Extension Options +3 years</i>
CONCORDANCE H.S.	MMS2200731	April 1, 2023 – March 1, 2025 <i>Extension Options +3 years</i>
HENRY SCHEIN, INC.	MMS2200734	November 1, 2023 – May 1, 2025 <i>Extension Options +3 years</i>
MCKESSON MEDICAL SURGICAL	MMS2200736	May 2, 2023 – May 2, 2025 <i>Extension Options +3 years</i>

MEDICAL SOLUTIONS, INC	MMS2200732	June 1, 2023 – May 1, 2025 <i>Extension Options +3 years</i>
MEDLINE INDUSTRIES, LP	MMS2200733	March 3, 2023 – March 1, 2025 <i>Extension Options +3 years</i>
PREMIER MEDICAL DISTRIBUTION	MMS2200735	June 1, 2023 – April 30, 2025 <i>Extension Options +3 years</i>
LOCHNESS MEDICAL SUPPLIES	MMS2200738	April 1, 2023 – March 31, 2025 <i>Extension Options +3 years</i>

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<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>PAYMENT TERMS</u>	<u>DELIVERY</u>
<b>CARDINAL HEALTH</b> Cardinal Health 200, LLC 3651 Birchwood Waukegan, IL 60085 RGH Enterprise, LLC 1810 Summit Commerce Park Twinsburg, OH 44202	<b>MMS2200737</b>	<b>NET 30</b>	<b>FOB Destination;</b> A flat \$10 fee may apply to any order less than \$500

**VENDOR NO:** 0000977264 LOC 2      **SWIFT #** 243408

**New Member Rostering, Data Inquiries and Price Quotes:**  
 Adam Leirer, Manager, Government Sales and GPO  
 Phone: 330.844.8268 | Email: [MMCAPorders@cardinalhealth.com](mailto:MMCAPorders@cardinalhealth.com) or [adam.leirer@cardinalhealth.com](mailto:adam.leirer@cardinalhealth.com)

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<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>PAYMENT TERMS</u>	<u>DELIVERY</u>
<b>CONCORDANCE H. S.</b> 3901 West 34 <sup>th</sup> Street North Sioux Falls, SD 57107	<b>MMS2200731</b>	<b>NET 30</b>	<b>FOB Destination,</b> Freight Prepaid and Allowed

**VENDOR NO:** 0001006211      **SWIFT #** 228427

**New Member Rostering, Data Inquiries and Price Quotes:**  
 Wendy Weiss, Director of Government Business Development  
 Phone: 407.923.9469 | Email: [wweiss@concordancehs.com](mailto:wweiss@concordancehs.com)

**Customer Service for MMCAP Infuse Members:**  
 Phone: 800.843.7948 | Fax: 605.336.1157 | Email: [CustomerService-MMCAP@concordancehs.com](mailto:CustomerService-MMCAP@concordancehs.com)

**Concordance Account Managers:**

Coverage Area	Name	Phone	Email
CT, DE, MD, ME, NC, NH, OH, PA, RI, VT	Vince Contini	614-795-3580	<a href="mailto:vcontini@concordancehs.com">vcontini@concordancehs.com</a>
AL, FL, GA, MS	Sara Reschke	407-257-3680	<a href="mailto:sreschke@concordancehs.com">sreschke@concordancehs.com</a>

IA, IL, KS, MN, ND, NE, SD, WI, WY	Julie Sackett	402-690-0189	<a href="mailto:jsackett@concordancehs.com">jsackett@concordancehs.com</a>
AR, MO, OK	Donna Flanigan	314-374-3319	<a href="mailto:DFlanigan@concordancehs.com">DFlanigan@concordancehs.com</a>
LA, TX	Diana Savo-Bernola	214-681-9929	<a href="mailto:DBernola@concordancehs.com">DBernola@concordancehs.com</a>
AZ, NM, NV	Chrissy Alexander	520-906-5175	<a href="mailto:CAlexander@concordancehs.com">CAlexander@concordancehs.com</a>
SC	Amee Dutko	919-610-6689	<a href="mailto:ADutko@concordancehs.com">ADutko@concordancehs.com</a>
TN, VA, WV	Chris Nipper	304-320-9109	<a href="mailto:CNipper@concordancehs.com">CNipper@concordancehs.com</a>
NY	Christina Lamano	347-236-2574	<a href="mailto:CLamano@concordancehs.com">CLamano@concordancehs.com</a>
KY	Ken Davis	423-494-0544	<a href="mailto:KDDavis@concordancehs.com">KDDavis@concordancehs.com</a>
CA, UT	Kristy Whisenant	520-548-5252	<a href="mailto:KWhisenant@concordancehs.com">KWhisenant@concordancehs.com</a>
DC, MA	Michael Conlon	631-786-1738	<a href="mailto:MConlon@concordancehs.com">MConlon@concordancehs.com</a>
IN	Michelle Miller	317-294-3525	<a href="mailto:MDMiller@concordancehs.com">MDMiller@concordancehs.com</a>
MI	Ray Taylor	248-872-8587	<a href="mailto:RTaylor@concordancehs.com">RTaylor@concordancehs.com</a>
CO, ID	Renee Hohenstien	314-803-2412	<a href="mailto:RRibolzi@concordancehs.com">RRibolzi@concordancehs.com</a>
MT, OR, WA	Wade Reid	712-253-3863	<a href="mailto:WReid@concordancehs.com">WReid@concordancehs.com</a>
NJ	Bob Druckman	732-599-0636	<a href="mailto:BDruckman@concordancehs.com">BDruckman@concordancehs.com</a>

**Note:** Vendor only services the lower 48 states, with the exception of drop-shipments for BD Pyxis to Alaska.

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**CONTRACT VENDOR**

**CONTRACT NO.**

**PAYMENT TERMS**

**DELIVERY**

**HENRY SCHEIN, INC.**  
135 Duryea Road,  
Melville, NY 11747

**MMS2200734**

**NET 30**

**FOB Destination**  
Freight  
Prepaid and Allowed

**VENDOR NO:** 0000193953

238174 (SWIFT # for MMS2200734)

**New Member Rostering, Data Inquiries and Price Quotes:**

Rob Irwin  
National Account Manager Government  
Henry Schein Medical  
Cell Phone: 661.244.7090  
[Rob.Irwin@HenrySchein.com](mailto:Rob.Irwin@HenrySchein.com)

Cristina A Bowman  
National Account Specialist  
Healthcare Services  
Phone: 864.381.5900  
[Cristina.bowman@henryschein.com](mailto:Cristina.bowman@henryschein.com)

**CUSTOMER SERVICE CONTACT**

For MMCAP Infuse Members  
EMAIL: [Medsls@HenrySchein.com](mailto:Medsls@HenrySchein.com)  
PHONE: 1.800.772.4346  
FAX: 1.800.329.9109

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**CONTRACT VENDOR**

**CONTRACT NO.**

**PAYMENT TERMS**

**DELIVERY**

**MCKESSON MEDICAL SURGICAL**  
9954 Mayland Drive, Suite 5176  
Richmond, VA 23233

**MMS2200736**

**NET 30**

**FOB Destination**  
Freight Prepaid and Allowed;  
Handling fee may apply for  
orders less than \$100/beyond  
7 free deliveries per week

**VENDOR NO: 0000197523/0000214927      228422 (SWIFT)**

VENDOR 0000197523 (ADDRESS ID #11) IS USED FOR PC (PRIMARY CARE) PAYMENTS ONLY.  
IF YOU HAVE A 8-9 DIGIT ACCOUNT NUMBER ON YOUR INVOICE, USE VENDOR NUMBER 0000197523

VENDOR 0000214927 IS FOR EC (EXTENDED CARE) PAYMENTS ONLY.  
IF YOU HAVE A 5-6 DIGIT ACCOUNT NUMBER ON YOUR INVOICE, USE VENDOR NUMBER 0000214927

**CUSTOMER SERVICE CONTACT:**

**(Including requests for list pricing for non-core items and bulk order quotes.)**

EMAIL: [governmentgposupport@mckesson.com](mailto:governmentgposupport@mckesson.com)

PHONE: 844.57.MMCAP (844.576.6227)

FAX: 800.237.9766

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**CONTRACT VENDOR**

**CONTRACT NO.**

**PAYMENT TERMS**

**DELIVERY**

**MEDICAL SOLUTIONS\***  
9210 Wyoming Avenue N, Suite 270  
Allowed  
Brooklyn Park, MN 55445

**MMS2200732**

**NET 30**

**FOB Destination**  
Freight Prepaid and

**VENDOR NO: 0000269490      228424 (SWIFT)**

**New Member Rostering, Data Inquiries and Invoice Matters:**

David Delgado, President

National Accounts

Phone: 1.888.557.8020

Fax: 877.557.9123

[Ddelgado@medicalsolutionsinc.com](mailto:Ddelgado@medicalsolutionsinc.com)

David Delgado – Owner/ CEO

Phone: 1.888.557.8020

Fax: 877.557.9123

E-Mail: [ddelgado@medicalsolutionsinc.com](mailto:ddelgado@medicalsolutionsinc.com)

Website: [MedicalSolutionsinc.com](http://MedicalSolutionsinc.com)

\*Medical Solutions, Inc. is classified as a Targeted Group (TG) vendor by the State of Minnesota. For more information, a directory of the State's certified Targeted Group (TG), Economically Disadvantaged (ED) and Veteran-Owned (VO) Vendors is available here:

<https://mn.gov/admin/osp/government/procuregoodsandgeneralservices/tgedvo-directory/>

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**CONTRACT VENDOR**  
**MEDLINE INDUSTRIES, LP**  
3 Lakes Drive  
Northfield, IL 60093

**CONTRACT NO.**  
**MMS2200733**

**PAYMENT TERMS**  
**NET 30**

**DELIVERY**  
**FOB Destination**

**VENDOR NO: 0000197818**

**SWIFT # 228430**

**New Member Rostering, Data Inquiries and Invoice Matters:**

Elizabeth Gordon, Sales Analyst  
847.949.2696, [ecgordon@medline.com](mailto:ecgordon@medline.com)

**CUSTOMER SERVICE CONTACT**  
**(7:00AM to 7:00PM ALL US TIME ZONES)**  
PHONE: 1.800.MEDLINE (633.5463)

**AFTER HOURS EMERGENCY SERVICE HOTLINE**  
PHONE: 563-543-0558

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**CONTRACT VENDOR**

**CONTRACT NO.**

**PAYMENT TERMS**

**DELIVERY**

**PREMIER MEDICAL DISTRIBUTION**  
12394 S Gateway Park Place, # 300  
Draper, UT 84020

**MMS2200735**

**NET 30**

**FOB Destination**  
Freight Prepaid and Allowed

**Contract Lead, New Member Rostering and Price Quotes and Order placement:**

Courtney DeJong – VP of Sales  
[courtney@pmdistribution.com](mailto:courtney@pmdistribution.com)  
Phone: 888.932.0019  
Fax: 888.932.0020  
[PMDistribution.com](http://PMDistribution.com)

**This contract is only for: Alabama, Arizona, Arkansas, Colorado, Idaho, Iowa, Georgia, Kansas, Louisiana, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Carolina, North Dakota, Oklahoma, Oregon, South Carolina, South Dakota, Utah, Tennessee, Texas, Virginia, Washington, West Virginia, and Wyoming.**

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**CONTRACT VENDOR**

**CONTRACT NO.**

**PAYMENT TERMS**

**DELIVERY**

**LOCHNESS MEDICAL SUPPLIES**  
2775 Broadway, Suite 100  
for Buffalo, NY USA 14227

**MMS2200738**

**NET 30**

**FOB Destination**  
Free ground shipping  
orders over \$300

**VENDOR NO: 0001145708**

**SWIFT # 230429**

**Customer Service for Members:**

Yifan Wei  
[yifan.wei@lochnessmedical.com](mailto:yifan.wei@lochnessmedical.com)  
888-506-2658  
[www.lochnessmedical.com](http://www.lochnessmedical.com)

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**CONTRACT USERS.** This Contract is available to the following entities as indicated by the checked boxes below

- MMCAP Infuse members (email [mmcap\\_infuse.membership@state.mn.us](mailto:mmcap_infuse.membership@state.mn.us) to join or verify your MMCAP Infuse ID)

**STATE AGENCY CONTRACT USE.** State agencies should make every effort to use the Contract Vendor(s) listed. However, this Contract does not prohibit State agencies from using their delegated local purchasing authority to procure similar products and services from other vendors.

**STATE AGENCY ORDERING INSTRUCTIONS.** Orders are to be placed directly with the Contract Vendor. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

Detailed instructions for ordering can be found below.

**CONTRACT FEEDBACK.** If these commodities or service can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your entity, whether a state agency or CPV, please contact us. If you have specific comments or suggestions about an individual contract, you can submit those directly to MMCAP Infuse at [mmcap.infuse@state.mn.us](mailto:mmcap.infuse@state.mn.us).

**SPECIAL TERMS AND CONDITIONS**

**SCOPE.** The Contract Vendor will distribute medical Products as set forth in Attachment A. **The Contract Vendor cannot distribute vaccines, pharmaceuticals, diabetic supplies, nutritionals, condoms, drug and alcohol testing products, or dental supplies unless otherwise approved by MMCAP Infuse.**

**SCOPE OF WORK.** The Contract Vendors will distribute medical supplies and equipment at the price negotiated by MMCAP Infuse.

**PRODUCT PRICING.** Pricing and Products as set forth on Attachment A will be granted until the expiration dates.

Please contact the Contract Vendor for product ordering procedures. The Contract Vendor will provide products at the prices established. Prices changes will be posted on the MMCAP Infuse website as they occur. The list of Core Products set forth on Attachment A may change from time to time, in order to accommodate the needs of MMCAP Infuse Participating Facilities. Pricing listed in Attachment A are not available after contracts expire.

**PRODUCT ORDERING.** The Contract Vendor will provide an ordering system/method to each MMCAP Infuse Participating Facility, which allows the option to quickly and accurately, order products within the current and future technological capabilities of that MMCAP Infuse Participation Facility. The Contract Vendor's ordering systems will allow for the input of an individual purchase order number, assigned by the MMCAP facility, for each order submitted. The status of each order will be sent to each MMCAP Infuse Participating Facility on the day the order is placed. The line sequence of such status will match the line sequence of the MMCAP Infuse Participating Facility's purchase order. **THE MMCAP INFUSE WEBSITE IS NOT TO BE UTILIZED AS THE ORDERING PORTAL FOR MMCAP INFUSE PARTICIPATING FACILITIES. FOR ALL ORDERS, MMCAP INFUSE PARTICIPATING FACILITIES MUST UTILIZE THE CONTRACT VENDOR'S PRODUCT ORDERING SYSTEM.**

**MMCAP INFUSE REPORTS.** Usage and other reports are available upon request by the MMCAP Infuse Participating Facility, and/or MMCAP Infuse Member State.

**CONTRACT CHANGES.** The Contract Vendor cannot make changes to the Contract with regard to price, manufacturers, or products, without written approval from the MMCAP Infuse Office. The Contract Vendor will enter MMCAP Infuse Contract changes (additions, deletions, price changes, etc.) into the ordering system software of all distribution centers, upon receipt of the MMCAP Infuse documents listing the product changes.

**CUSTOMER SERVICE.** The Contract Vendor will closely monitor the start-up phase of the Contract and provide visits to each MMCAP Infuse Participating Facility as required. Training will be provided to the MMCAP Infuse Participating Facility personnel on the use of the Contract, ordering procedures, management report usage, and any other in-service education programs determined necessary by the MMCAP Infuse Participating Facility.

The Contract Vendor has assigned a contact person for the MMCAP Infuse Office staff, who will handle matters related to the Contract. The contact person is at the management/administrative level, and has the responsibility, experience, knowledge, and authority, to respond to questions and solve operational problems presented by the MMCAP Infuse Participating Facilities. The contact person will be readily accessible to MMCAP Infuse Participating Facilities via toll-free phone line, fax, or e-mail, during the business day. In addition, the Contract Vendor has knowledgeable customer service representatives, who can answer Contract related questions from individual MMCAP Infuse Participating Facilities.

The Contract Vendor has a customer service department at a toll-free number, available to all MMCAP Infuse Participating Facilities for stock checks, product, or general information requests.

**SERVICE LEVEL.** The Contract Vendor must maintain a Service Level as specified by each Contract. The Contract Vendor will supply service level information upon the request of the MMCAP Infuse Office, or MMCAP Infuse Participating Facilities.

**RETURN GOODS POLICY.** The Contract Vendor's Return Goods Policies are set forth in the Contract and is available from the Vendor upon request of the new Contracts.

**ADDITIONAL SERVICES.** The Contract Vendor will make all services and products not mentioned in the RFP, which are available to general customers, available to all MMCAP Infuse facilities.

**REMOVAL OF PRODUCTS.** The Contract Vendor will not remove any MMCAP Infuse Product from its ordering system, without notifying the MMCAP Infuse Office in writing and receiving MMCAP Infuse approval in writing.

**DEFAULT OF VENDOR.** If an MMCAP Infuse Participating Facility has an immediate need for a product that the Contract Vendor is unable to supply, the ordering MMCAP Infuse Participating Facility may buy an equivalent product on the open market. **Note:** It is the Contract Vendor's obligation, to demonstrate that the manufacturer is responsible for the backorder, and not the Distributor. The Distributor may substitute with the MMCAP Infuse Participating Facility's permission.

**PRODUCT SUBSTITUTION.** The Contract Vendor will not, in any way, cause, condone, or encourage the purchase substitution of an MMCAP Infuse Participating Facility ordered Product, without the approval of the ordering MMCAP Infuse Participating Facility.

**MANUFACTURER CONTRACTS.** MMCAP Infuse reserves the right to negotiate or contract with manufacturers, to establish pricing for products. In the event this occurs, Vendors may supply the products to MMCAP Infuse Participating Facilities according to the agreed upon terms between MMCAP Infuse and the Vendors.

**ADMINISTRATIVE FEE CREDIT.** The Contract Vendor will pay an administrative fee to MMCAP Infuse on all purchases (minus any credits) by MMCAP Infuse Participating Facilities.

**SERVICE FEE.** There are no service fees to MMCAP Infuse members/facilities.

**FREIGHT/SHIPPING TERMS.** All shipments are FOB Destination, Freight Prepaid and Allowed.

**DELIVERY.** The Contract Vendor has sufficient distribution centers to assure prompt and effective delivery of standard and emergency product deliveries to all MMCAP Infuse Participating Facilities, regardless of location and purchasing volume.

The Contract Vendor will provide a daily order and delivery schedule (Monday through Friday). The ordering and delivery schedules will provide "late in the day" order submission and next-day delivery.

The Contract Vendor will establish an emergency ordering procedure that the MMCAP Infuse Facility can utilize, to secure hospital and medical supplies by the most expeditious means available. The Contract Vendor will provide a 24 hour a day, seven day a week toll-free telephone number, to be used to initiate an emergency order. The ordering MMCAP Infuse Participating Facility will be responsible for any special shipping charges when requested by the end user, such as overnight, or 2nd Day UPS.

The Contract Vendor will notify the ordering MMCAP Infuse Participating Facility before these charges are incurred, and the cost of the expedited shipping which will be charged to the ordering MMCAP Infuse Participating Facility.

**DELIVERY SITES.** The Contract Vendor will deliver to a single, mutually agreed site at each MMCAP Infuse facility. Upon the majority agreement of the MMCAP Infuse Participating Facility, MMCAP Infuse Office, and the Contract Vendor, additional delivery sites may be added at an MMCAP Infuse Participating Facility. In the event a distribution center is out of stock of an MMCAP Infuse Contracted Product, the Contract Vendor will supply the requested Product by the most expeditious means possible.

The Contract Vendor will supply only products which have sufficient shelf life, unless the unique properties of a particular product require shorter dating, or upon the approval of the MMCAP Infuse Participating Facility.

**SPECIAL HANDLING.** The Contract Vendor will provide all legally required documentation and special handling/packaging, for transport of hazardous materials from the Distributor, to the using MMCAP Infuse facility.

**DELIVERY REFUSALS.** The Contract Vendor will, at no time, refuse to deliver to any MMCAP Infuse Participating Facility, without notification to the MMCAP Infuse Office.

**REVISIONS.**

- 05/14/2024 Changed McKesson address suite number from 4000 to 5176.
- 03/22/2024 Added the following instruction to the top of the release, *"Please provide your MMCAP Infuse ID to each vendor when opening a new account. This will ensure that you are able to access negotiated pricing, products, and/or services. If you need to confirm your MMCAP Infuse ID, please email us at mmcap\_infuse.membership@state.mn.us."*
- 02/08/2024 Updated Cardinal's SWIFT and Vendor numbers.
- 12/13/2023 Updating contact information for Medical Supply. Updating Henry Schein contract number MMS2200734. Removed the old SWIFT ID tied to the old contract number. Updated Lochness contract number MMS2200738. Updated Premier Medical contract number MMS2200735.
- 10/30/2023 Updated SWIFT # for upcoming Henry Schein Medical contract.
- 10/16/2023 Updated contact information for Cardinal Health.
- 10/5/2023 Added contract information for new Henry Schein and Cardinal Health agreements. Updated prohibitions within Special Terms and Conditions – Scope. Updated grammar in Product Pricing. Updated references to MMCAP to MMCAP Infuse. Updated Senior Account Executive to Senior Healthcare Consultant.
- 7/19/2023 Updated contract number for Medical Solutions in body.
- 7/12/2023 Updated customer service email for McKesson.
- 6/23/2023 Updated vendor number for Lochness Medical, updated expiration date for Henry Schein Medical.
- 6/20/2023 Updated contact information for Premier Medical, updated expiration date for Henry Schein Medical, and added SWIFT contract number for Lochness Medical.
- 5/31/2023 Removed information for expiring contracts with Medical Solutions and Premier Medical.
- 5/2/2023 Added SWIFT Contract Number for McKesson
- 5/1/2023 Removed McKesson Contract MMS18000; added Premier Medical Contract MMS2200735, updated ship to states for Premier Medical; updated scope of prohibited products; updated administrative fee section to remove reference to 3% due to variable admin fees by contract; updated general freight/shipping terms; updated SWIFT Contract number for Medline MMS2200733 and Concordance MMS2200731
- 4/3/2023 Added contracts MMS2200731, MMS2200732, MMS2200738 and MMS2200733, updated contact information for Concordance H.S.
- 02/13/2023 Updated expiration date of McKesson MMS18000 to allow for usage up to May 1, 2023.
- 09/09/2022 Updated MMCAP Infuse contact to Christy Fox, updated McKesson contact email for MMCAP Infuse staff, updated Medical Solutions physical address
- 07/01/2022 Removed the Medline Industries Contract to reflect its expiration on 06/30/2022
- 04/11/2022 Updated McKesson and Medline contact information, added Henry Schein address, changed commencement to effective
- 02/17/2022 Updated all contract extensions for each contract
- 01/10/2022 Changed Contract Manager to Jim Losinski and extended contracts for McKesson, Medical Solutions & Medline.
- 05/03/2021 Updated Concordance Contact Information and Added Robbin Tschida as the Contract Manager
- 03/09/2021 Added Contract Extension Dates for Henry Schein Medical, Premier Medical Distribution and Medline Emergency Contract.
- 01/29/2021 Updated expr dates on McKesson, Medical Solutions and Concordance. Update logo and removed outdated info.
- 12/02/2020 Updated contact info for Concordance. MMS 18008
- 09/16/2020 Premier Medical contract extension update
- 04/29/2020 Updated minimum order Info on Medline Emergency Agreement MMS2000161
- 04/17/2020 Medline Industries, Inc Emergency Agreement MMS2000161 contact info was added
- 04/13/2020 H Schein Contract MMS18016 extended till June 25,2021

Contract Release: M-487(5)

04/13/2020 JML Contract MMS18006 was not extended. Contact info removed  
02/19/2020 Added Contact Information to Concordance  
02/10/2020 Medical Solutions Expiration Date to reflect May 31, 2021  
01/30/2020 Contract McKesson MMS18000 and Concordance MMS18008 extended  
01/24/2020 Updated contact information for H Schein Medical and Concordance  
01/09/2020 Confirmed and updated Contracts starting and expiration dates  
06/27/2019 Updated contact info for H Schein  
04/30/2018 Terms have been added for Concordance Healthcare Solutions (MMS18008) and JML Medical Supply (MMS18006).  
03/07/2018 MCK Med-Surg Contract No. MMS18000 updated in this Contract Release.

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For access to the MMCAP Infuse website and to report any pricing discrepancies or for assistance in confirming contract pricing, contact [mmcap.infuse@state.mn.us](mailto:mmcap.infuse@state.mn.us).

Full MMCAP Infuse contract documents are posted on MMCAP Infuse's website. For access to the MMCAP Infuse website, contact [mmcap.infuse@state.mn.us](mailto:mmcap.infuse@state.mn.us).



# Required Vendor Ethics Disclosure Statement

Date: 11/8/2024

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

Bid/Contract/PO #: \_\_\_\_\_

Company Name: McKesson Medical-Surgical Government Solutions LLC	Company Contact: Michelle Fisher, Proposal Manager
Contact Phone: 833-343-2700	Contact Email: Government.bids@mckesson.com

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

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

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

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

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

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

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

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

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

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

Authorized Signature

Printed Name

CC96857432FA446...  
Michelle Fisher

Title

Proposal Manager

Date

11/8/2024

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





Care Center Requisition \$30,000 and Over

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

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**File #:** HS-P-0056-24

**Agenda Date:** 12/3/2024

**Agenda #:** 15.E.

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AWARDING RESOLUTION ISSUED TO  
MUSIC SPEAKS, LLC  
TO PROVIDE MUSIC THERAPY SERVICES  
FOR THE DUPAGE CARE CENTER  
(CONTRACT TOTAL AMOUNT \$60,462.00)

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

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to Music Speaks, LLC, to provide music therapy services, for the period of January 12, 2025 through January 11, 2026, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide music therapy services, for the period of January 12, 2025 through January 11, 2026 for the DuPage Care Center per renewal under RFP #21-087-CARE, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Music Speaks, LLC, 315 East 5th Street, Suite 202, Waterloo, Iowa 50703, for a contract total amount of \$60,462.00.

Enacted and approved this 10th day of December, 2024 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-3205	RFP, BID, QUOTE OR RENEWAL #: 21-087-CARE	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$48,124.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 12/03/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$222,257.00
	CURRENT TERM TOTAL COST: \$60,462.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: THIRD RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Music Speaks, LLC	VENDOR #: 20683	DEPT: DuPage Care Center	DEPT CONTACT NAME: Susan Coblentz
VENDOR CONTACT: Stephanie Johnson	VENDOR CONTACT PHONE: 563-249-5781	DEPT CONTACT PHONE #: 630-784-4302	DEPT CONTACT EMAIL: susan.coblentz@dupagecounty.gov
VENDOR CONTACT EMAIL: stephanie@musicspeakstherapy.com	VENDOR WEBSITE:	DEPT REQ #: 7480	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Music Therapy Services for the residents at the DuPage Care Center, for the period January 12, 2025 through January 11, 2026, for a contract total not to exceed \$60,462.00, under RFP renewal #21-087-CARE, third and final optional renewal.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Music Therapy is an established healthcare profession that uses music to address physical, emotional, cognitive and social needs of individuals of all ages. Music is used with elderly persons to increase or maintain their level of physical, mental and social/emotional function. The sensory and intellectual stimulation of music can help maintain a person's quality of life. With the advancements in medicine and the increased number of independent and assisted living facilities available to residents that fall into that category, the long-term care industry is caring for a population that is more medically compromised. Residents are less able to meet their own needs independently and are requiring more assistance to do so. IDPH Regulations require stimulation with lower functioning residents. (DuPage Care Center Foundation Funded)			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
	Decision Memo Required

<b>SECTION 3: DECISION MEMO</b>	
SOURCE SELECTION	Describe method used to select source.  RFP #21-087-CARE
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).  Don't approve and residents will not have music therapy or go out to bid for another provider. Recommend for approval.

### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

### SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Music Speaks, LLC	Vendor#: 20683	Dept: DuPage Care Center	Division: Recreation
Attn: Stephanie Johnson	Email: stephanie@musicspeakstherapy.com	Attn: Susan Coblentz	Email: Susan.coblentz@dupagecounty.gov
Address: PO Box 986	City: Marion	Address: 400 N. County Farm Road	City: Wheaton
State: IA	Zip: 53202	State: IL	Zip: 60187
Phone: 563-249-5781	Fax:	Phone: 630-784-4308	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Music Speaks, LLC	Vendor#: 20683	Dept: DuPage Care Center	Division:
Attn: Stephanie Johnson	Email: stephanie@musicspeakstherapy.com	Attn: Susan Coblentz	Email: Susan.coblentz@dupagecounty.gov
Address: 315 E. 5th Street	City: Waterloo	Address: 400 N. County Farm Road	City: Wheaton
State: IA	Zip: 50703	State: IL	Zip: 60187
Phone: 563-249-5781	Fax:	Phone: 630-784-4302	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): January 12, 2025	Contract End Date (PO25): January 11, 2026

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Music Therapy Services	FY25	5000	2120	53090	DCCFMTG2 4	52,904.25	52,904.25
2	1	EA		Music Therapy Services	FY26	5000	2120	53090	DCCFMTG2 4	7,557.75	7,557.75
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 60,462.00

*Comments*

HEADER COMMENTS	Provide comments for P020 and P025. Music Therapy Services for the residents at the DuPage Care Center, for the period January 12, 2025 through January 11, 2026, for a contract total not to exceed \$60,462.00, under RFP renewal #21-087-CARE, third and final optional renewal.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. December 3, 2024 Human Services Committee December 10, 2024 County Board
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



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## AMENDMENT FOR CONTRACT RENEWAL

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This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Music Speaks, LLC, located at 315 E 5<sup>th</sup> Street, STE 202, Waterloo, IA 50703, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #21-087-CARE which became effective on 1/12/2022 and which will expire 1/11/2025. The contract is subject to a third of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 1/11/2026.

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

**CONTRACTOR**

**THE COUNTY OF DUPAGE**

Signature on File

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

Stephanie Johnson  
\_\_\_\_\_  
PRINTED NAME

Brian Rovik  
\_\_\_\_\_  
PRINTED NAME

Chief Executive Officer  
\_\_\_\_\_  
PRINTED TITLE

Buyer I  
\_\_\_\_\_  
PRINTED TITLE

11/8/24  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



**THE COUNTY OF DUPAGE**  
**FINANCE - PROCUREMENT**  
**MUSIC THERAPY 21-087-CARE**  
**BID TABULATION**

Criteria	Available Points	MUSIC SPEAKS
PROPOSED SERVICES	40	39
COMPLIANCE WITH RFP INSTRUCTION	20	20
REFERENCES	10	10
PRICE (Scored by Procurement)	30	30
Total	100	99

Fee and Rate Proposal	\$ 55,331.12
Percentage of points	100%
Points awarded (wtd against lowest price)	30

NOTES

Bid Opened On 11/19/2021, 2:00 CST by	NE, DW
Invitations Sent	11
Total Requesting Documents	0
Total Bid Responses Received	1



**Proposal: Music Therapy Services with DuPage Care Center**  
**Music Speaks, LLC**  
**Invitation #: 21-087-CARE**

***Pricing Proposal:***

**Service of direct care music therapist to DPCC:**

The weekly rate for music therapy services includes: treatment sessions, data collection and documentation, session preparation, staff and family communication, staff music therapy education, and Music Speaks’ administration. Further services not listed here or in proposal packet may be discussed at the time of need. Music Speaks requests ongoing conversations about how the music therapist(s) will be use their time.

**Compensation:**

	<b><u>RFP/Current Proposed Services</u></b>	<b><u>Proposed Services</u></b>
<b><u>Pricing</u></b>	<ul style="list-style-type: none"> <li>● 2022 - \$1,064.06/wk</li> <li>● 2023 - \$1,095.98/wk</li> <li>● 2024 - \$1,128.86/wk</li> <li>● 2025 - \$1,162.73/wk</li> </ul>	<ul style="list-style-type: none"> <li>● 2022 - \$1,064.06/wk</li> <li>● 2023 - \$1,095.98/wk</li> <li>● 2024 - \$1,128.86/wk</li> <li>● 2025 - \$1,162.73/wk</li> </ul>
<b><u>Total resident contact time per week</u></b>	8 hrs 20 min	8 hrs 30 min
<b><u># of residents served</u></b>	35-40 residents per year	80-100 residents per year (potential)
<b><u>Sessions/ week</u></b>	6-8 groups/wk 1-2 1:1 sessions/wk	10-12 sessions/ wk (groups + 1:1)
<b>Group Referrals</b>	Same residents each week	Same residents each week; more emphasis on re-eval quarterly for appropriateness
<b>Group session duration</b>	50 min	50 min
<b>1:1 Referrals</b>	1-2 same residents each week.	Triage referrals based on resident needs for the day. Can be same or different referrals each week.
<b>Individual session duration</b>	50 min	30-50 min average, though can vary more greatly for clinical need.



**Proposal: Music Therapy Services with DuPage Care Center**  
**Music Speaks, LLC**  
**Invitation #: 21-087-CARE**

***Pricing Proposal Continued:***

- In the event the facility is inclined to cancel a week of services at any time, rescheduling or virtual service will be encouraged and agreed upon by both parties to maintain treatment consistency. If group sessions are cancelled, 1:1 sessions may also take that time during the week. Sessions that are successfully rescheduled and completed prior to the next scheduled session will not incur any additional charges. Service that cannot be rescheduled or held virtually may be cancelled with a minimum of 24 hours notice for a \$700/ week time slot reservation fee. Full rate will be charged for cancellations made with less than 24 hour notice. No charges will incur for sessions cancelled by the Music Therapy Provider or if a scheduled session falls on a federal holiday. Music Speaks would welcome further discussion on this topic.



**SECTION 8 - PROPOSAL FORM**

**MUSIC THERAPY 21-087-CARE**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	Music Speaks, LLC
Main Business Address	315 E 5th Street
	STE 202
City, State, Zip Code	Waterloo, IA 50703
Telephone Number	(563) 249-5781
Fax Number	(866) 283-3639
Proposal Contact Person	Stephanie Johnson
Email Address	stephanie@musicspeakstherapy.com

The undersigned  certifies that she is:  
 the Owner/Sole Proprietor       a Member of the Partnership       an Officer of the Corporation       a Member of the Joint Venture

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

Stephanie Johnson _____ (President or Partner)	N/A _____ (Vice-President or Partner)
N/A _____ (Secretary or Partner)	N/A _____ (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. N/A, \_\_\_\_\_, and \_\_\_\_\_ issued thereto;

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

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

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

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

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

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

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

**PROPOSAL AWARD CRITERIA**

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

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

Signature on File

X \_\_\_\_\_  
(Signature and Title)

CORPORATE SEAL  
(If available)

**PROPOSAL MUST BE SIGNED FOR CONSIDERATION**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ AD, 2020

\_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
(Notary Public)



# Required Vendor Ethics Disclosure Statement

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

Date: \_\_\_\_\_

Bid/Contract/PO #: \_\_\_\_\_

Company Name: <b>Music Speaks, LLC</b>	Company Contact: <b>Stephanie Johnson</b>
Contact Phone: <b>563-249-5781</b>	Contact Email: <b>stephanie@musicspeakstherapy.com</b>

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

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

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

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

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

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

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

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

### The full text for the county's ethics and procurement policies and ordinances are available at:

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

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

Signature on File

Authorized Signature

Printed Name

Stephanie Johnson

Title

Chief Executive Officer

Date

11/8/24

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



## Care Center Requisition Under \$30,000

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

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**File #:** 24-3250

**Agenda Date:** 12/3/2024

**Agenda #:** 7.D.

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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-3115	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$17,536.85
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 12/03/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$17,536.85
	CURRENT TERM TOTAL COST: \$17,536.85	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Illinois Aging Services Network (ILASN)	VENDOR #: 28253	DEPT: DuPage Care Center	DEPT CONTACT NAME: Anita Rajagopal
VENDOR CONTACT: Lisa Cline	VENDOR CONTACT PHONE: 614-255-0324	DEPT CONTACT PHONE #: 630-784-4200	DEPT CONTACT EMAIL: anita.rajagopal@dupagecounty.gov
VENDOR CONTACT EMAIL: lcline@shcare.net	VENDOR WEBSITE:	DEPT REQ #: 7482	

**Overview**

**DESCRIPTION** Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Negotiate managed care contracts for Medicaid, eldercare advantage & commercial plans. ILASN will notify as to which payor contracts they agree to participate in as provider of health care services for the period January 1, 2025 through December 31, 2025, for a total amount not to exceed \$17,536.85, per Other Professional Services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b).

**JUSTIFICATION** Summarize why this procurement is necessary and what objectives will be accomplished  
 The payor source for over 80% of the residents at DPCC is Medicaid. As part of the Medicaid managed care expansion negotiates managed care contracts for Medicaid, Eldercare advantage and commercial plans. Each facility is expected to negotiate contracts individual MCO's This has been a very challenging process as DPCC is a stand alone facility and there is not a structured contracting process established by the State. Leading Age is building a network of not for profit facilities that can reach out to these MCOs to negotiate contracts. As part of this network, DPCC will have leverage to negotiate better rates and terms of reimbursement and will be able to negotiate multiple contracts in a timely manner, thereby offering improved choice to our residents. This in turn will help improve number of admissions Long Term Care, thereby improving occupancy rates and reimbursement. We will also be able to accept more patients into our Post Acute Unit, thereby improving our reimbursement and meeting our financial projections.

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)	

SECTION 3: DECISION MEMO	
SOURCE SELECTION	Describe method used to select source. Customer Service
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Approve contract with Illinois Aging Services Network for negotiating managed care contract for Medicaid, eldercare advantage & commercial plans for the DPCC, for the period January 1, 2025 through December 31, 2025. 2) Do not approve contract with Illinois Aging Services Network for Medicaid, eldercare advantage & commercial plans for the DPCC, for the period January 1, 2025 through December 31, 2025, thereby severely limiting our ability to offer choices to residents, lowering our ability to negotiate rates, limiting patients that DPCC can accept into our Post Acute Unit and participation in incentive programs.

### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

### SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Illinois Aging Services Network (ILASN)	Vendor#: 28253	Dept: DuPage Care Center	Division: Administration
Attn: Lisa Cline	Email: lcline@shcare.net	Attn: Anita Rajagopal	Email: anita.rajagopal@dupagecounty.gov
Address: 17 South High Street, Suite 1000	City: Columbus	Address: 400 N. County Farm Road	City: Wheaton
State: OH	Zip: 43215	State: IL	Zip: 60187
Phone: 614-255-0324	Fax:	Phone: 630-784-4200	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Illinois Aging Services Network (ILASN)	Vendor#: 28253	Dept: DuPage Care Center	Division: Administration
Attn: Lisa Cline	Email:	Attn: Anita Rajagopal	Email: anita.rajagopal@dupagecounty.gov
Address: 17 South High Street, Suite 1000	City: lcline@shcare.net	Address: 400 N. County Farm Road	City: Wheaton
State: OH	Zip: 43215	State: IL	Zip: 60187
Phone: 614-255-0324	Fax:	Phone: 630-784-4200	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): January 1, 2025	Contract End Date (PO25): December 31, 2025

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Negotiate of managed Care Contracts with various payor in Illinois	FY25	1200	2000	53600		17,536.85	17,536.85
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 17,536.85

*Comments*

HEADER COMMENTS	Provide comments for P020 and P025. Negotiate managed care contracts for Medicaid, eldercare advantage & commercial plans. ILASN will notify as to which payor contracts they agree to participate in as provider of health care services for the period January 1, 2025 through December 31, 2025, for a total amount not to exceed \$17,536.85, per Other Professional Services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b).
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. December 3, 2024 Human Services Committee
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



## 2025 Renewal Dues Notice

Dear Illinois Aging Services Network (ILASN) Members,

Thank you for your membership in ILASN. Together, as the only not-for-profit post-acute long-term care network in Illinois, we have accomplished great things! Our impressive list of accomplishments in Managed Care Contracting, Credentialing, and Quality are attached for your review. This year's focus will be enhancing revenue on our existing contracts and working towards quality-based reimbursement.

ILASN is excitedly approaching our new fiscal year, January 1, 2025 – December 31, 2025, and it is time for our annual dues' renewal. Bed Census according to the Medicaid Cost Report is used to determine bed counts for annual ILASN Membership Dues. We have attached the dues policy for your review.

Your dues for the Illinois Aging Services Network are:

**Invoice Number: 1649267980FY25**

**PURCHASE ORDER #: 6839-0001 SERV**

### **DuPage County**

DBA: DuPage Care Center  
400 North County Farm Road  
Wheaton, Illinois 60187-0000

NPI #: 1649267980

SNF/ICF Facility Fee: \$3,650.00  
SNF Census Fee: 77,980/365 Days x \$65.00 = \$13,886.85  
AL Facility Fee: \$0  
HH Agency Fee: \$0  
SLF Facility Fee: \$0

Annual Dues: **\$17,536.85**

### **Please remit your dues to:**

Illinois Aging Services Network, LLC  
C/O Lisa Cline  
17 South High Street, Suite 1000  
Columbus, Ohio 43215

If you have any questions, please contact Joe Russell or Steve Wermuth at [joe.russell@shcare.net](mailto:joe.russell@shcare.net) or Lisa cline at [lcline@shcare.net](mailto:lcline@shcare.net).

Thank you,  
Barry VanderGenugten, Chair





# Required Vendor Ethics Disclosure Statement

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

Date: 11/7/24

Bid/Contract/PO #: \_\_\_\_\_

Company Name: Illinois Aging Services Network	Company Contact: Lisa Cline
Contact Phone: 614-255-0324	Contact Email: lccline@shcare.net

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any Incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

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

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

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

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

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

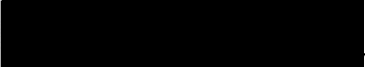
### Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

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

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

Authorized Signature 

Printed Name Lisa Cline

Title Office Manager

Date 11/7/24

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



## Care Center Requisition Under \$30,000

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

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**File #:** 24-3251

**Agenda Date:** 12/3/2024

**Agenda #:** 7.E.

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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-3141	RFP, BID, QUOTE OR RENEWAL #: 24-114-DCC	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$21,673.02
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 12/03/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$86,692.08
	CURRENT TERM TOTAL COST: \$21,673.02	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Relias	VENDOR #: 27475	DEPT: DuPage Care Center	DEPT CONTACT NAME: Anita Rajagopal
VENDOR CONTACT: Joseph Nelthorpe	VENDOR CONTACT PHONE: 877-200-0020	DEPT CONTACT PHONE #: 630-784-4200	DEPT CONTACT EMAIL: anita.rajagopal@dupagecounty.gov
VENDOR CONTACT EMAIL: jnelthorpe@relias.com	VENDOR WEBSITE:	DEPT REQ #: 7483	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Learning Management System for the DuPage Care Center, for the period January 1, 2025 through December 31, 2025, for a contract total not to exceed \$21,673.02, per RFP #24-114-DCC.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This is a centralized platform that delivers courses to the DuPage Care Center to enable staff to complete annual in-services while at the same time gaining continuing education credits for licensed staff, automating reports quickly from one central place to all levels of leadership to increase transparency and visibility throughout and to be able to report various information per CMS and IDPH guidelines and regulations.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
RFP (REQUEST FOR PROPOSAL)	

<b>SECTION 3: DECISION MEMO</b>	
SOURCE SELECTION	Describe method used to select source. Customer Service
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Approve contract to Relias for Learning Management System for the DuPage Care Center, for the period January 1, 2025 through December 31, 2025, for a contract total not to exceed \$21,673.02. 2) Do not approve contract to Relias for Learning Management System for the DuPage Care Center, for the period January 1, 2025 through December 31, 2025, for a contract total not to exceed \$21,673.02, which does not allow staff to customize and improve quality of trainings, or efficiently track and report continuing education which is a CMS and IDPH requirement.

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Relias	Vendor#: 27475	Dept: DuPage Care Center	Division: Administration
Attn: Joseph Nelthorpe	Email: jnelthorpe@relias.com	Attn: Anita Rajagopal	Email: anita.rajagopal@dupagecounty.gov
Address: 1010 Sync Street, Suite 100	City: Morrisville	Address: 400 N. County Farm Road	City: Wheaton
State: NC	Zip: 27560	State: IL	Zip: 60187
Phone: 877-200-0020	Fax:	Phone: 630-784-4200	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Relias	Vendor#: 27475	Dept: DuPage Care Center	Division:
Attn: Joseph Nelthorpe	Email: jnelthorpe@relias.com	Attn:	Email: anita.rajagopal@dupagecounty.gov
Address: 1010 Sync Street, Suite 100	City: Morrisville	Address: 400 N. County Farm Road	City: Wheaton
State: NC	Zip: 27560	State: IL	Zip: 60187
Phone: 877-200-0020	Fax:	Phone: 630-784-4200	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): January 1, 2025	Contract End Date (PO25): December 31, 2025

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		learning management system (subscription)	FY25	1200	2000	53807		19,173.02	19,173.02
2	1	EA		1 time implementation services	FY25	1200	2000	53090		2,500.00	2,500.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 21,673.02

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Learning Management System for the DuPage Care Center, for the period January 1, 2025 through December 31, 2025, for a contract total not to exceed \$21,673.02, per RFP #24-114-DCC.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. December 3, 2024 Human Services Committee
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



THE COUNTY OF DUPAGE  
 FINANCE - PROCUREMENT  
 LEARNING MANAGEMENT SYSTEM FOR THE DUPAGE CARE CENTER 24-114-DCC  
 BID TABULATION

√

Criteria	Available Points	Relias	Absorb	NEOGOV	Synegen	Mercurius Inc.
Firm Qualifications	20	20	16	11	12	10
Key Qualifications	30	28	22	17	14	15
Project Understanding	30	29	20	16	16	15
Price	20	20	16	16	4	4
Total	100	97	75	60	46	44

Fee and Rate Proposal (Design Only)	\$ 26,673.02	\$ 32,360.00	\$ 32,714.00	\$ 134,932.00	\$ 149,595.00
Percentage of points	100%	82%	82%	20%	18%
Points awarded (wtd against lowest price)	20	16	16	4	4

NOTES  
 1. Dayforce US, Inc. has been deemed non-responsive for not including required documents.  
 2. Curriculum Global Learn LLC has been deemed non-responsive for not including required documents.  
 3. MedTrainer, Inc. has been deemed non-responsive for not including required documents.

RFP Posted on 10/18/2024	HK, BR
Bid Opened On 11/07/2024, 2:30 PM by	
Invitations Sent	9
Total Requesting Documents	4
Total Bid Responses Received	8

# BIDDER: Relias LLC

## SECTION 8 - BID FORM PRICING

Quantities listed are canvassing quantities and are intended to establish pricing.

NO.	ITEM/DESCRIPTION	UOM	QTY	PRICE	EXTENDED PRICE
1	Software Licensing/Subscription	EA	1	\$19,173.02 annually	\$19,173.02 annually
2	Implementation Services	EA	1	\$2,500 one-time fee	\$2,500 one-time fee
3	Data Migration*	EA	1	\$2,000 one-time fee (optional)	\$2,000 one-time fee (optional)
4	Customization*	EA	1	\$3,000 one-time fee (optional)	\$3,000 one-time fee (optional)
5	Training and Onboarding	EA	400	Included in Line-Item 2	Included in Line-Item 2
6	Support and Maintenance	EA	1	Included in Line-Item 1	Included in Line-Item 1
<b>OTHER COSTS (SPECIFY)</b>					
7		EA	1	\$	\$
8		EA	1	\$	\$
9		EA	1	\$	\$
10		EA	1	\$	\$
<b>GRAND TOTAL</b>					\$24,673.02 (includes all options)
<b>GRAND TOTAL (In words)</b>		Twenty-four thousand six hundred seventy-three dollars and two cents			

\*Line-Item 3 includes migration of up to 10,000 lines of historical data. If more than 10,000 lines of data are needed, costs may change.

\*\*Line-Item 4 includes Single Sign On configuration (\$1,000) and HRIS integration support (\$2,000). Both are optional add-ons.

Additional pricing information has been attached immediately following this page.

# Executive Summary – DuPage Care Center

## Current Needs:

\*A centralized platform that delivers courses to your staff enabling them to complete annual in-services while at the same time gaining continuing education credits for licensed staff, automating reports quickly from one central place to all levels of leadership to increase transparency and visibility throughout.

## Solution Recommendation:

- Implement the Relias platform with the following libraries of content: Regulatory and Compliance, Skilled Nursing, Rehab Therapy, MDS/CMAC Quality, in conjunction with the Professional Development library. These together will help increase the knowledge, deliver better outcomes, and ensure quality improvement through a single, trusted vendor. **These libraries will include all compliance requirements for the state of Illinois, continuing education credits for those licensed staff**, and soft skills courses that are job role specific.

## Platform and Package Overview:

- Access to a library of 2,500+ high quality, interactive courses that meet the skilled acuity level of the Skilled Nursing library. These libraries will include all compliance requirements for the state of Illinois, continuing education credits for those licensed staff. **Additionally, you will have the ability to upload your own created content.**

## Implementation Services Include:

- Your implementation consultant will work closely with you to: build your custom website, teach you how to create training plans, upload your users into the system, customize and save reports, and make sure you can function efficiently as an administrator of your own site. You will also receive Relias Support for the entire length of the contract as part of this cost. **We can migrate historical data to Relias from your existing platform, as well as integrate to your HR platform, and roll out a single sign tool if warranted, all for a fee as listed below.**

## Timeline Expectations:

- Target timeline for Go-Live is 30-45 days after project is assigned to your implementation consultant.



ANNUAL COST BREAKDOWN: 1 - YEAR SUBSCRIPTION

**Skilled Nursing Package**

<b>Platform</b>	Relias Platform	400 Total Users
<b>Solutions</b>	Regulatory and Compliance for PAC	400 users
	Skilled Nursing	180 users
	MDS/CMAC Quality	3 users
	Professional Development for PAC	40 users
	Rehab Therapy Services	12 users
<b>Services</b>	Client Support	Ongoing service to ensure you deliver valuable education to your employees
	Implementation	Onboarding/training to ensure success
<b>Annual Subscription</b>		\$19,173.02 for Years 2, 3, etc
<b>Price per Employee, Per Year</b>		\$47.93
<b>Implementation (One time set-up fee)</b>		\$2,500.00
<b>HRIS Integration Fee</b>		\$2,000 (Optional)
<b>Single Sign On</b>		\$1,000 (Optional)
<b>Historical Data Migration</b>		\$2,000 for up to 10,000 lines of data (Optional)
<b>Total Cost (Year 1)</b>		\$24,673.02 (Including all options)

Feel free to dive into our terms and conditions here:

[Relias MSA](#)

[Relias Schedule A](#)

**SECTION 9 - PROPOSAL FORM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	Relias LLC
Main Business Address	1010 Sync Street
	Suite 100
City, State, Zip Code	Morrisville, NC 27560
Telephone Number	877-200-0020
Fax Number	
Proposal Contact Person	Joseph Nelthorpe, Account Executive
Email Address	jnelthorpe@relias.com

The undersigned certifies that he is:

- the Owner/Sole Proprietor     
  a Member of the Partnership     
  an Officer of the Corporation (LLC)     
  a Member of the Joint Venture

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

Kay Krafft, CEO  
(President or Partner)

Maysa Dhadouli, Senior Vice President  
(Vice-President or Partner)

Christopher Benecke, Secretary  
(Secretary or Partner)

Ross Golden, Chief Financial Officer  
(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. 1, \_\_\_\_\_, and \_\_\_\_\_ issued thereto;

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed. Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate.

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

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

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

listed in the reference section below and authorizes the County to verify references of business and credit at its option.

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

**PROPOSAL AWARD CRITERIA**

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

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

X <sup>DocuSigned by:</sup> **Signature on File**  
\_\_\_\_\_  
(Signature and Title)

CORPORATE SEAL  
(If available)

**PROPOSAL MUST BE SIGNED FOR CONSIDERATION**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ AD, 2024

\_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
(Notary Public)



## Required Vendor Ethics Disclosure Statement

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

Date: 11/6/2024

Bid/Contract/PO #: 24-114-DCC

Company Name: Relias LLC	Company Contact: Joseph Nelthorpe
Contact Phone: (919) 655-7719	Contact Email: jnelthorpe@relias.com

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

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

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

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

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

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.


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

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

**The full text for the county's ethics and procurement policies and ordinances are available at:**

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

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

Authorized Signature   
 Printed Name ROSS Golden  
 Title CFO  
 Date 06-Nov-2024

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



## Authorization to Travel

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

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**File #:** 24-3252

**Agenda Date:** 12/3/2024

**Agenda #:** 8.A.

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# DuPage County Employee Overnight Business Travel Expense Reimbursement

## Request

This expense form is used to request advance approval for County reimbursement of **overnight travel expenses**. Advance approval is required for County reimbursement for all overnight travel whether in-state or out-of-state. After travel is completed, a separate Overnight Business Travel Report Form must be completed and submitted to receive reimbursement for travel expenses.

Elected Officials subject to 50 ILCS 150/15 should not use this Overnight Business Travel Request Form. Applicable form for Elected Officials subject to 50 ILCS 150/15.

Do not use this form for travel that does not include an overnight stay. Advance approval is not required for travel that does not include an overnight stay.

Written documentation is not required for approval prior to travel. However, complete itemized documentation is required for reimbursement after travel.

Please review the County's Business Travel Expense Policy before completing this form.

**The County's Business Travel Expense Policy :** ["Yes"]

**Employee Name:** J

**Employee Email Address:** @dupagecounty.gov

**Department:** Community Services

**Supervisor Email:** mary.keating@dupagecounty.gov

**Secondary Department Contact (Department Admin or Accounts Payable):**

## Description of the Requested Business Travel

**Description of conference, training or other out of town event:** Legislative conference and committee meetings of the National Association for County Community & Economic Development (NACCED) and National Associated of Counties (NACo), located in Washington, D.C. Travel expenses are 100% grant funded by the Community Development Block Grant Program.

**Start date of conference, training or other out of town event:** 02-27-2025

**End date of conference, training or other out of town event:** 03-02-2025

**Departure travel date:** 02-26-2025

**Return travel date:** 03-02-2025

**If travel dates extend before or after the dates related to the purpose of travel, explain why the additional travel days are necessary:** Conference events begin at 9 am on 02/27/2025. Arrival the day prior is necessary to participate in all events scheduled on 02/27/2025.

## Estimate of costs for the requested business travel

**Budget Account Code:** 5000-1440

**Registration fees for conference, training or event:** \$100

**Form of Payment:** Invoiced to county

**Estimated transportation cost to and from location:** \$815

**Describe methods of transportation to and from location:** Airplane transportation to and from destination estimated as \$262.50 each way for a total of \$525. Flight insurance is estimated as \$40. Taxi/Ride share to and from airports estimated as \$62.50 each way for a total of \$250.

**Rental Vehicle request:**

**Provide estimated rental car cost:** \$

**Describe reason(s) for vehicle rental:**

**Business Travel Expense Policy - Supplemental Insurance:**

**Total Estimated Lodging Costs:** \$1300

**Description of lodging needs, including number of nights and cost per night:** Hotel costs estimated as \$325 per night for four nights, totaling \$1,300.

## **Meal Per Diem Policy**

See **Business Travel Expense Policy Section 6.0** regarding meal per diems. Individual meals, **including room service**, are not reimbursable and meal receipts are not required or accepted. Tips are included in the per diem and are not reimbursable. Per diems are paid at 100% of applicable GSA CONUS rates for non-travel days and at 75% of applicable GSA CONUS rates for the travel day at the beginning of the trip and the travel day for returning from the trip.

See the per diem rates at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

**Estimate Total Per Diem expenses:** \$414

**Estimate such additional expenses:** \$0

**Describe expected additional expenses:**

**Estimated total cost of the requested Overnight Business Travel:** \$2629

## **Confirmation and Submission**

By typing my name below, the employee submitting this request certifies that the information provided herein accurately describes the proposed business travel and the requested travel expenses are my best estimate of the costs and expenses related to that travel. I understand that this request requires advance approval by my Department Head and the Parent Committee Chair (if the total is not more than \$2,500) or the Parent Committee (if the total is more than \$2,500).

**Employee Name:** .

### **Instructions for Immediate Supervisor other than Department Head**

Please review this Overnight Business Travel Request Form. If you approve the requested travel, please forward the form by email to the Department Head and indicate your approval.

### **Instructions for Department Head**

Please review this Overnight Business Travel Request Form. If you approve the requested travel, please print this form, sign below, scan and email to the Chair of the relevant Parent Committee.

### **Instructions for Parent Committee Chair**

Please review this Overnight Business Travel Request Form. If \$2,500 or less, and you approve the requested travel, please print this form, sign below, scan, and return via email to the Department Head. If more than \$2,500, place this item on the agenda of the relevant Parent Committee. After approval by the Parent Committee, please print this form, sign below, scan, and return via email to the Department Head.

**REVIEWED BY AND DATE APPROVED:**

Signature on File

Department Head: \_\_\_\_\_

Date: 11/19/24

Committee Chair: \_\_\_\_\_

Date: \_\_\_\_\_

If the request is over \$2,500 the Committee Chair certifies that the travel was approved by a majority vote at a scheduled meeting of the Parent Committee

Committee Name: \_\_\_\_\_

Meeting Date: \_\_\_\_\_



*[Faint, illegible handwritten text]*