



DU PAGE COUNTY

Judicial and Public Safety Committee

Final Summary

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

Tuesday, June 16, 2026

8:00 AM

County Board Room

1. **CALL TO ORDER**

2. **ROLL CALL**

Member Deacon Garcia was present and Member Cahill arrived at 8:40 a.m.

PRESENT	Childress, DeSart, Eckhoff, Evans, Honig, Haider, Krajewski, and Ozog
ABSENT	Schwarze
LATE	Tornatore, Zay, and Yoo

3. **PUBLIC COMMENT**

3.A. [26-1784](#)

Online Public Comment

4. **CHAIRWOMAN'S REMARKS - CHAIR EVANS**

Chair Evans commented on the severe weather in DuPage County, specifically Naperville and Lisle last week. No severe injuries reported. She thanked DOT, OHSEM and GIS for their support.

5. **APPROVAL OF MINUTES:**

5.A. [26-1759](#)

Judicial and Public Safety - Regular Meeting Minutes - June 2, 2026

RESULT:	APPROVED
MOVER:	Brian Krajewski
SECONDER:	Yeena Yoo

6. **PROCUREMENT REQUISITIONS**

6.A. [JPS-P-0034-26](#)

Recommendation for the approval of a contract with Diana Hightower, for Coordinator of the Family Violence Coordinating Council, for the period of July 1, 2026 through June 30, 2027, for a total contract amount not to exceed \$43,472. 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). (Grant-Funded) (18th Judicial Circuit Court)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress

SECONDER: Saba Haider

6.B. [JPS-P-0035-26](#)

Recommendation for the approval of a contract to Logicalis, Inc., to provide disaster recovery services, for the Clerk of the Circuit Court, for the period of July 1, 2026 to June 30, 2031, for a total contract amount not to exceed \$1,710,009. Contract pursuant to the Intergovernmental Cooperative Contract (NCPA #01-170). (Clerk of the Circuit Court)

DeSart asked what this is and Kevin Vaske answered. Vaske indicated this is a contract for infrastructure to run the court system remotely in the event of a disaster.

RESULT: APPROVED AND SENT TO FINANCE
MOVER: Yeena Yoo
SECONDER: Michael Childress

6.C. [JPS-P-0036-26](#)

Recommendation for the approval of a contract with Kelly Graham, to identify job placement for unemployed probationers, for the period June 30, 2026 through June 29, 2027, for a contract total amount not to exceed \$32,000. 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). (Probation and Court Services)

There was discussion regarding the content, outcome and success of these services provided. Initial surveys will be sent at the of the one year contract. Members discussed the efficacy of the program and how results would be measured through the survey.

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

6.D. [JPS-P-0037-26](#)

Recommendation for the approval of a contract to JusticeText, Inc., for the purchase of audiovisual evidence management software licenses, for the Public Defender’s Office, for the period of July 1, 2026 through June 30, 2027, for an amount not to exceed \$50,000. Per 55 ILCS 5/5-1022(c) not suitable for competitive bids - Sole Source. (Public Defender's Office)

RESULT: APPROVED AND SENT TO FINANCE
MOVER: Yeena Yoo
SECONDER: Saba Haider

6.E. [26-1760](#)

Recommendation for the approval of a contract purchase order to Stericycle, Inc., for waste removal, for the Sheriff’s Office, for the period of July 1, 2026 through June 30, 2027, for a contract total amount not to exceed \$18,242.95; per bid #24-060-SHF. Second of three renewals. (Sheriff’s Office)

RESULT: APPROVED

MOVER: Jim Zay
SECONDER: Brian Krajewski

7. RESOLUTIONS

7.A. [JPS-R-0016-26](#)

Amendment to Contract 24-060-SHF, issued to Stericycle, Inc., to provide waste removal for the DuPage County Jail, for the Sheriff's Office, for a one-time price increase of 2%, as specified in Exhibit A. (Sheriff's Office)

Member Yoo inquired about the reason for the increase. Chief Bilodeau indicated this increase was built into the initial contract.

RESULT: APPROVED
MOVER: Jim Zay
SECONDER: Saba Haider

7.B. [FI-R-0088-26](#)

Resolution authorizing the addition of one (1) full-time headcount to the staff of the Coroner's Office as amended. (Coroner's Office)

Members had lengthy discussion about the reason for the increase in headcount, specifically reasons for the high turnover. Based on the data provided by the coroner's office, there has not been a significant increase in cases. It was recommended that Coroner Lukas or a representative from her office attend meetings in-person going forward.

RESULT: APPROVED AND SENT TO FINANCE
MOVER: Brian Krajewski
SECONDER: Yeena Yoo
AYES: Childress, DeSart, Evans, Honig, Haider, Tornatore, and Yoo
NAY: Eckhoff, Ozog, and Zay
ABSENT: Krajewski, and Schwarze

7.C. [FI-R-0091-26](#)

Acceptance and appropriation of the Tobacco Enforcement Program Grant PY27 - Intergovernmental Agreement No. 43CFZ03636, Company 5000, Accounting Unit 4530, in the amount of \$7,531. (Sheriff's Office)

RESULT: APPROVED AND SENT TO FINANCE
MOVER: Jim Zay
SECONDER: Saba Haider

7.D. [FI-R-0092-26](#)

Acceptance and appropriation of the Donated Funds Initiative Program Grant PY27, Inter-Governmental Agreement No. FCSFJ00210, Company 5000 - Accounting Unit

6560, in the amount of \$103,119. (State's Attorney's Office)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Jim Zay
SECONDER:	Saba Haider

8. BUDGET TRANSFERS

8.A. [26-1606](#)

Transfer of funds from 1300-4130-52320 (Medical/Dental/Lab Supplies) and 1300-4130-53610 (Instruction and Schooling) to 1300-4130-50000 (Regular Salaries), 1300-4130-51010 (Employer Share IMRF), 1300-4130-51030 (Employer Share Social Security), 1300-4130-51040 (Employee Med & Hosp Insurance), and 1300-4130-50080 (Salary & Wage Adjustments), in the amount of \$8,500, to cover salary, benefits, and potential overtime costs for a new Deputy Coroner. (Coroner's Office)

RESULT:	APPROVED
MOVER:	Saba Haider
SECONDER:	Yeena Yoo

8.B. [26-1761](#)

Transfer of funds from 1000-6100-52100 (IT Equipment-Small Value) to 1000-6100-54100-700 (IT Equipment-Capital Lease) in the amount of \$5,000 to cover funds for the Toshiba copier lease. (Probation and Court Services)

RESULT:	APPROVED
MOVER:	Sam Tornatore
SECONDER:	Jim Zay

9. ACTION ITEMS

9.A. [JPS-CO-0005-26](#)

Amendment to Purchase Order 7753-0001 SERV issued to Trinity Services Group, Inc., to increase the contract encumbrance in the amount of \$71,000, for a new contract total not to exceed \$1,648,879.78. (Sheriff's Office)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Jim Zay
SECONDER:	Dawn DeSart

10. CONSENT ITEMS

Motion to Combine Items

Member Zay moved and Member Yoo seconded a motion to combine items 10.A. through 10.F. The motion was approved on voice vote, all "ayes".

- 10.A. [26-1762](#)
Amendment to Purchase Order #7768-0001 SERV, issued to Lauren McLaughlin, to extend the contract through September 30, 2026. No change to the contract total amount. (Grant Funded) (Probation and Court Services)

MOVER: Jim Zay
SECONDER: Yeena Yoo

- 10.B. [26-1734](#)
Decrease and close P.O. 7523 issued to CDW LLC in the amount of \$49,291.62. Contract has expired. (Sheriff's Office)
- 10.C. [26-1763](#)
Decrease and close P.O. 8080-0001 SERV issued to William Worobec in the amount of \$24,000. The contract is being cancelled. (18th Judicial Circuit Court)
- 10.D. [26-1764](#)
Decrease and close P.O. 8081-0001 SERV issued to William Worobec in the amount of \$21,000. The contract is being cancelled. (18th Judicial Circuit Court)
- 10.E. [26-1765](#)
Decrease and close P.O. 6879 issued to Monterrey Security Consultants in the amount of \$308,474.32. Contract has expired. (OHSEM)
- 10.F. [26-1766](#)
Decrease and close P.O. 5567 issued to Securadyne Systems Intermediate in the amount of \$98,645.14. Contract has expired. (OHSEM)

RESULT: APPROVED THE CONSENT AGENDA
MOVER: Jim Zay
SECONDER: Yeena Yoo
AYES: Childress, DeSart, Eckhoff, Evans, Honig, Haider, Ozog, Tornatore, Zay, and Yoo
ABSENT: Krajewski, and Schwarze

11. INFORMATIONAL

- 11.A. [26-1767](#)
Safe Harbor Monthly Report - May 2026 (18th Judicial Court)

RESULT: ACCEPTED
MOVER: Saba Haider
SECONDER: Jim Zay

- 11.B. [26-1768](#)

Public Defender's Office May 2026 Monthly Statistical Report (Public Defender's Office)

RESULT:	ACCEPTED
MOVER:	Saba Haider
SECONDER:	Jim Zay

11.C. [26-1769](#)

FY2025 DuPage County Circuit Court Clerk Annual Audit (Circuit Court Clerk)

RESULT:	ACCEPTED
MOVER:	Saba Haider
SECONDER:	Jim Zay

12. OLD BUSINESS

13. NEW BUSINESS

Member Zay requested information from State's Attorney office regarding the public comment cold case.

14. ADJOURNMENT



Online Public Comments - Minutes Only

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

File #: 26-1784

Agenda Date: 6/16/2026

Agenda #: 3.A.

From: noreply@formstack.com
Sent: Sunday, June 7, 2026 3:59 PM
To: Web Master; County Board Public Comment
Subject: PublicComment

[Caution: This email originated outside Dupagecounty.gov. Do not click links or open attachments unless you recognize the sender and know the content is safe.]



Formstack Submission For: PublicComment
Submitted at 06/07/26 3:58 PM

Meeting Date:	06/07/26
Meeting:	Judicial and Public Safety Committee
Name:	Norman Nissen
Organization:	Citizen advocate for solving the Dupage County 1982 unsolved rape and murder of 21 year-old Lorraine Bieze.
Address:	[Redacted]
Daytime Phone:	[Redacted]
Subject:	Funding for Forensic Genetic Genealogy Testing
Comment:	<p>Lorraine Bieze, was a 21 year-old mother who was raped and murdered August 31, 1982. The body of Lorraine was found near Pratt Wayne Woods (District 6) and has been under the investigative responsibility of the DuPage County Sheriff Police.</p> <p>The recovered DNA from the murder scene was last reviewed in 2013. We are</p>

pleased that the Sheriff has reopened the case and is reviewing the DNA within the framework of new technology that may include locating a suspect using newly developed science such as Forensic Genetic Genealogy.

I am asking that the Judicial and Public Safety Committee, specifically elected representatives Jim Zay and Greg Schwarze fully support fully funding expanded forensic testing that could solve this long unsolved Cold Case.



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Minutes

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

File #: 26-1759

Agenda Date: 6/16/2026

Agenda #: 5.A.



DU PAGE COUNTY

Judicial and Public Safety Committee

Draft Summary

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

Tuesday, June 2, 2026

8:00 AM

County Board Room

1. CALL TO ORDER

2. ROLL CALL

Other Members Present: Garcia and Cronin Cahill

PRESENT	Childress, DeSart, Eckhoff, Evans, Honig, Haider, Krajewski, Schwarze, Tornatore, Zay, and Yoo
REMOTE	Ozog

Motion to allow remote participation

MOVER:	Saba Haider
SECONDER:	Yeena Yoo

3. PUBLIC COMMENT

No Public Comment

4. CHAIRWOMAN'S REMARKS - CHAIR EVANS

Chair Evans welcomed everybody.

5. APPROVAL OF MINUTES:

MOVER:	Brian Krajewski
SECONDER:	Andrew Honig

5.A. [26-1604](#)

Judicial and Public Safety Committee - Regular Meeting Minutes - May 19, 2026.

6. RESOLUTION

6.A. [FI-R-0088-26](#)

Resolution Authorizing the Addition of One (1) Full-Time Headcount to the Staff of the Coroner's Office.

Members had a lengthy discussion about the new position and from what budget sources the costs associated with the new position would be paid. Questions were answered by Coroner Judith Lukas, Communications and Programs Manager Evan Shields, and Chief Financial Officer Jeff Martynowicz.

RESULT:	TABLED
MOVER:	Grant Eckhoff
SECONDER:	Jim Zay

Motion to amend resolution FI-R-0088-26 to indicate the wages and benefits would come from Coroner’s fee fund

Members Haider and Honig were not present for this vote.

RESULT:	APPROVED
MOVER:	Brian Krajewski
SECONDER:	Dawn DeSart

Motion to postpone vote on FI-R-0088-26 as amended for two weeks to the next JPS meeting

RESULT:	APPROVED
MOVER:	Grant Eckhoff
SECONDER:	Jim Zay
AYES:	DeSart, Eckhoff, Evans, Ozog, Tornatore, and Zay
NAY:	Childress, Krajewski, Schwarze, and Yoo
ABSENT:	Honig, and Haider

7. BUDGET TRANSFERS

26-1606

Transfer of funds from 1300-4130-52320 (Medical/Dental/Lab Supplies) and 1300-4130-53610 (Instruction and Schooling) to 1300-4130-50000 (Regular Salaries), 1300-4130-51010 (Employer Share IMRF), 1300-4130-51030 (Employer Share Social Security), 1300-4130-51040 (Employee Med & Hosp Insurance), and 1300-4130-50080 (Salary & Wage Adjustments), in the amount of \$8,500, to cover salary, benefits, and potential overtime costs for a new Deputy Coroner.

Tabled/Postponed to Next JPS Meeting

RESULT:	TABLED
MOVER:	Lucy Evans
SECONDER:	Dawn DeSart

8. OLD BUSINESS

9. NEW BUSINESS

10. ADJOURNMENT



File #: JPS-P-0034-26

Agenda Date: 6/16/2026

Agenda #: 7.E.3.

AWARDING RESOLUTION ISSUED TO
DIANA HIGHTOWER
FOR COORDINATOR OF THE FAMILY VIOLENCE COORDINATING COUNCIL
FOR THE 18TH JUDICIAL CIRCUIT COURT
(CONTRACT TOTAL AMOUNT \$43,472)

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

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the renewal of a contract to Diana Hightower for Coordinator of the Family Violence Coordinating Council for the period of July 1, 2026, through June 30, 2027, for the 18th Judicial Circuit Court.

NOW, THEREFORE BE IT RESOLVED, that said contract is for Coordinator of the Family Violence Coordinating Council for the period of July 1, 2026, through June 30, 2027, for the 18th Judicial Circuit Court, be, and it is hereby approved for the renewal of a contract purchase order by the Procurement Division to Diana Hightower for a contract total amount not to exceed \$43,472. Grant funded.

Enacted and approved this 23rd day of June, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 26-1632	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$43,472.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 06/16/2026	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$43,472.00
	CURRENT TERM TOTAL COST: \$43,472.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: THIRD RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Diana Hightower	VENDOR #: 39914	DEPT: 18th Judicial Circuit Court	DEPT CONTACT NAME: Nicole Swiss
VENDOR CONTACT: Diana Hightower	VENDOR CONTACT PHONE: 217-260-9773	DEPT CONTACT PHONE #: 630-407-8788	DEPT CONTACT EMAIL: Nicole.Swiss@DuPageCourts.gov
VENDOR CONTACT EMAIL: dmherndz@yahoo.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Renewal of contract with Diana Hightower, for Coordinator of the Family Violence Coordinating Council. This is a grant funded contract position.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The coordinator has oversight responsibility of the various committees established to address the issue of family violence. These committees are comprised of the Judiciary, social service agencies, clergy, probation and legal and law enforcement communities. They are charged with public education and compilation of materials to assist in the prevention of family violence in DuPage County.			

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. Diana Hightower was selected for her current work experience in the role, educational background, and commitment to social work. She has proven to be a great asset to our grant, has been approved by the state grant authority, and the Chief Judge has requested that she continue for another grant year.
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. To approve the contract for the coordinator position 2. To add this position into the court's headcount.


SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Diana Hightower	Vendor#: 39914	Dept: 18th Judicial Circuit Court	Division:
Attn: Diana Hightower	Email: dmherndz@yahoo.com	Attn: Nicole Swiss	Email: Nicole.Swiss@DuPageCourts.gov
Address: On file	City: On file	Address: 505 N County Farm Rd	City: Wheaton
State: On file	Zip: On file	State: IL	Zip: 60187
Phone: 217-260-9773	Fax:	Phone: 630-407-8788	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor:	Vendor#:	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): July 1, 2026	Contract End Date (PO25): June 30, 2027

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	480	EA	Hours Worked	Family Violence Coordinating Council Coordinator	FY26	5000	6000	53090		36.00	17,280.00
2	672	EA	Hours Worked	Family Violence Coordinating Council Coordinator	FY27	5000	6000	53090		36.00	24,192.00
3	1	EA		Travel and Misc. Expenses	FY27	5000	6000	53090		2,000.00	2,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 43,472.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB. 

CONTRACTUAL SERVICES AGREEMENT

This Agreement is made and entered into by and between the Eighteenth Judicial Circuit Court of DuPage County, hereinafter referred to as the Court, and Diana Hightower, hereinafter referred to as the Contractor.

In consideration of the mutual covenants contained herein, the Court and the Contractor agree as follows:

- 1. Services to be performed.** The Contractor will provide services as the Local Council Coordinator (Contractor) for the Family Violence Coordinating Council (Council) located in the Eighteenth Judicial Circuit, DuPage County, Illinois, in compliance with grant agreement #TBD

The Local Council Coordinator (Contractor) will provide administrative assistance for the Council; mobilize resources to efficiently address the Council's needs and programs; assist in creating realistic approaches to complex issues; work to identify, analyze, and develop work plans regarding the multi-faceted issues of family violence; and provide networking and communication with other councils, the Court, and the IFVCC.

The Contractor agrees to perform the work agreed to in a professional and workmanlike manner.

- 2. Compensation.** In full consideration for personal services performed under this Agreement, the Court shall pay to the Contractor at a rate of \$36.00 per hour under the Grant #TBD for hours worked per pay period. Total compensation during the term of this agreement shall not exceed \$41,472.00. Pay periods shall be the first day of the month through the fifteenth (15th) day of the month, and the sixteenth (16th) day of the month through the last day of the month. To be eligible for payment, the Contractor must submit to the Court a semi-monthly invoice delineating the days and hours worked. The Court shall have the right to make the final determination that all services performed under this Agreement were reasonable and performed for the benefit of and in furtherance of the goals of the Local Council. Any services deemed unreasonable or which were not performed for the benefit of or in furtherance of the goals of the Local Council shall not be compensated.
- 3. Training and Travel.** The Court shall pay the Contractor for necessary travel expenses incurred while rendering services under this agreement within the limitations of the budget and subject to the approval of the Court. All requests for attendance at seminars, training, or other related educational activities must be approved in advance by the Court Administrator or his/her designee. Travel

expenses shall be reimbursed in accordance with the regulations set forth by DuPage County, and allowable by the State of Illinois travel guidelines.

4. **No Additional Benefits.** No additional compensation or fringe benefits shall be provided to the Contractor by the Court other than those expressly set forth in sections 2 and 3 of this Agreement.

5. Term and Termination of Agreement:

- 5.1 Term. The term of this Agreement shall commence on July 1, 2026 and shall conclude on June 30, 2027.
- 5.2 Termination. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days notice. In addition, either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for 15 days after receipt by the breaching party of written notice of such breach from non-breaching party.

This Agreement is further contingent on the approval and payment by the Criminal Justice Information Authority of the Illinois Family Violence Coordinating Council grant for the period of July 1, 2026 through June 30, 2027. In the event either grant is not approved, and funds are not received, the Court shall notify the Contractor and this Agreement shall terminate on the last day of the fiscal period for which grant funds were received. In no event shall the Court be liable to the Contractor for any amount in excess of the grant funds received.

6. Independent Contractor.

- (a) This is an agreement between an independent contractor and the Eighteenth Judicial Circuit Court of DuPage County, Illinois. Nothing contained herein or hereafter permitted shall constitute an “employer-employee” relationship. All remuneration paid pursuant to this Agreement constitutes compensation paid to the Contractor as an independent contractor.
- (b) The Court and DuPage County shall not be liable under or by reason of this Agreement for the payment of any compensation, award or damages in connection with the Contractor performing his or her obligations under this Agreement or for injury or damages occurring to the Contractor as the result of any acts, omissions, negligence or otherwise while in process of performing the obligations required by this Agreement.

The Contractor shall provide the Court with a list of contracts Contractor has with any agency, board, commission, or other unit of local County, State, or federal government, or other entity public or private; and Contractor shall notify the Court in

writing of any additions to such contracts or agreements entered into during the term of this contract.

7. **Payment.** The Contractor acknowledges and understands that payments will be made in accordance with the current financial practices of the Court and County of DuPage.
8. **Request for Payment.** The Court will initiate approval of payment upon receipt of a semi-monthly invoices delineating the hours and days worked. Invoices should be submitted no later than five (5) days after the end of the pay period. Completed invoice should be forwarded to: Office of the Chief Judge, 505 N. County Farm Rd., Wheaton, Il 60187.
9. **Transfer.** The Court may transfer services and/or payment responsibility to another entity after giving notice to the Contractor.
10. **Subcontracting.** Subcontracting, assignment, or transfer of all or part of the interests of the Contractor in the work covered by this agreement shall be prohibited without prior written consent of the Court.
 - (a) In the event the Court gives such consent, the terms and conditions of this Agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as the Contractor is bound and obligated and such shall be provided in the transferring instrument.
 - (b) The Contractor shall not employ for compensation any person or persons employed by the Court or DuPage County at any time during the term of this Agreement for any work required by the terms of the Agreement.
11. **Right to Examine.** The Contractor agrees that the Court shall have the right to examine any of the Contractor's records that relate directly to this Agreement.
12. **Liability and Insurance.** The Court does not assume any liability for acts or omissions of the Contractor and such liability rests solely with the Contractor. The Court will not indemnify or hold harmless any Contractor for claims based on the Court's use of the goods or services provided by the Contractor. Any liability for damages that the Court might have is expressly limited by and subject to the provisions of the Illinois Court of Claims Act and to the availability of suitable appropriations. If the Contractor uses a motor vehicle in conjunction with the work under this Agreement, the Contractor shall carry liability, casualty, and motor vehicle insurance in sufficient amounts to protect the Court from liability for acts of the Contractor. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$100,000 per occurrence.

The Court and County of DuPage may self-insure against any and all risks.

- 13. Work Product.** All documents, including reports, ideas, manuscripts, and other work products specially developed, produced or designed by the Contractor for the Council or Court under or in connection with this Agreement, without limitation and whether preliminary or final, shall become and remain the property of the Court unless otherwise expressly agreed upon by the parties in writing. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data, proposals, records and other related information shall, at the option of the Court be appropriately arranged, indexed, and delivered to the Court by the Contractor.
- 14. Right to Audit.** The Contractor agrees that the Court or its representatives shall have the right to examine any of the Contractor's records that directly relate to this Agreement. The Contractor shall maintain, for a minimum of five (5) years after the completion of this Agreement, adequate books, records, and supporting documents to verify that the Contractor complied with the terms and conditions related to services to be performed under the Agreement and the number of hours per week spent in the performance of such services. The Agreement and all books, records, and supporting documentation related to the Agreement shall be available for review and audit, and the Contractor agrees to cooperate fully with any audit, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the Court for recovery of any funds paid by the Court under the Agreement for which adequate books, records, and supporting documentation are not available to support their disbursement. (See 30 ILCS 505/6.)
- 15. Governing Law.** This Agreement and any agreement, including services and other subsequent agreements that might result from this Agreement, shall be governed by the laws of the State of Illinois. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Illinois. Any claims against the Court arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. (705 ILCS 505/1.)
- 16. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the matters described herein and supersedes all prior agreements, representations, statements, negotiations, and undertakings.
- 17. Severability.** If any provisions of this Agreement should be found illegal, invalid, or void it shall be considered severable. The remaining provisions shall not be impaired, and the Agreement shall be interpreted as far as possible to give effect to the parties' intent.
- 18. Waiver.** The failure of any party to enforce any provision of this Agreement shall not constitute a waiver by such party of any provision. The past waiver of a

provision by either party shall not constitute a course of conduct or a waiver in the future with respect to the same provision.

19. Non-Discrimination. The Contractor, the Contractor's agents, and subcontractors agree not to commit unlawful discrimination and agree to comply with the applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and rules applicable to each.

20. Certifications.

- (a) **Conflict of Interest.** The Contractor shall not be a State, Court or DuPage County employee nor shall any State, Court, or DuPage County employee have more than 7 ½% interest together with a spouse or minor child more than 15% interest in such contract. (See 30 ILCS 505/11.1 et seq.) Contractor may not enter into any other employment or personal service contracts during the term of this contract without the pre-approval of the Court.
- (b) **Bid-Rigging or Bid-Rotating.** The Contractor certifies that he or she has not been barred from contracting with the Court or DuPage County as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.
- (c) **Educational Loan Default.** The Contractor certifies that he or she is not in default on an educational loan as provided in Public Act 85-827. (5ILCS 385/3.)
- (d) **Anti-Bribery.** The Contractor certifies that he or she has not been barred from being awarded a contract or subcontract under Section 10.1 or 10.2 of the Illinois Purchasing Act.
- (e) **International Anti-Boycott Certification.** Contractor certifies that neither contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- (f) **Legal Status Disclosure.** Under penalties of perjury, I, Contractor, certify a valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) has been provided to the Chief Judge's office and that I, Contractor, am doing business as an individual.

(g) Drug Free Workplace. The Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract. (30 ILCS 580/4.)

(h) Unlawful Discrimination. Compliance with Nondiscrimination Laws. The Contractor certifies that he or she will remain compliant 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, the following laws and regulations and all subsequent amendments thereto:

- i. The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- ii. The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);
- iii. The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6).(See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting limited English Proficient Persons, Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685))
- iv. Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- v. The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and
- vi. The Age Discrimination Act (42 USC 6101 et seq.).

21. Notices. Notices to the parties shall be sent to the addresses below:

**Eighteenth Judicial Circuit
Attention: Trial Court Administrator
505 N. County Farm Rd.
Room 2015
Wheaton, IL 60187**

**Contractor's Address: Diana Hightower
Address on file**

22. Indemnification: For purposes of this provision, Agency means the Eighteenth Judicial Circuit Court, County of DuPage and any of its officers, employees, agents or offices. The Contractor agrees to assume all risk of loss and to indemnify and hold the Agency harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of actions, fines or judgments,

including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property (including property of the Agency) because of the Contractor's negligent or intentional acts or omissions. In the event that any demand or claim is made or suit is commenced against the Agency, the Agency shall give prompt written notice thereof to the Contractor and the Contractor shall have the right to compromise or defend the same to the extent of its own interest. The Contractor agrees to maintain adequate insurance to protect the Agency against such risks. The Contractor also agrees to indemnify and hold the Agency harmless should any goods or services provided by the Contractor infringe upon the patent, copyright, or trade secret of another.

IN WITNESS WHERE OF, the partners have executed these presents on the date indicated below:

Eighteenth Judicial Circuit Court

By: [Redacted]

Title: Trial Court Administrator

Date: 6/2/26

Contractor:

By: [Redacted]

Title: Local Council Coordinator

Date: 5/27/26



DuPage County
 Finance Department
 Procurement Division
 421 North County Farm Road
 Room 3-400
 Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	<i>Diana Hightower</i>
CONTACT PERSON:	<i>Diana Hightower</i>
CONTACT EMAIL:	<i>dmherndz@yahoo.com</i>

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- Yes
 No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

- Yes
- No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

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 and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

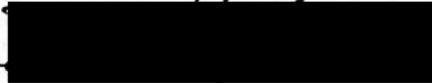
- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by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

The full text of the County's Ethics Ordinance is available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

The full text of the County's Procurement Ordinance is available at:
https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Diana Hightower Signature: 

Title: Local Council Coordinator Date: 5/27/26



File #: JPS-P-0035-26

Agenda Date: 6/16/2026

Agenda #: 7.E.4.

AWARDING RESOLUTION ISSUED TO
LOGICALIS
TO PROVIDE DISASTER RECOVERY SERVICES
FOR THE CLERK OF THE CIRCUIT COURT
(CONTRACT TOTAL AMOUNT \$1,710,009.00)

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

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Logicalis, to provide Disaster Recovery Services, for the period of July 1, 2026 through June 30, 2031, for the Clerk of the Circuit Court

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide Disaster Recovery Services, for the period of July 1, 2026 through June 30, 2031 for the Clerk of the Circuit Court per quote DUPA8132973E, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Logicalis, 2001 Butterfield Rd, Suite 420, Downers Grove, IL 60515, for a contract total amount of \$1,710,009.00; contract pursuant to the Cooperative Contract NCPA 01-170.

Enacted and approved this June 23rd, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 26-1645	RFP, BID, QUOTE OR RENEWAL #: DUPA8132973E	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$1,710,009.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 06/16/2026	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$1,710,009.00
	CURRENT TERM TOTAL COST: \$1,710,009.00	MAX LENGTH WITH ALL RENEWALS: FIVE YEARS*	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Logicalis	VENDOR #: 12232	DEPT: Administration	DEPT CONTACT NAME: Kevin Vaske
VENDOR CONTACT: Sandy Shute	VENDOR CONTACT PHONE: 630-730-9520	DEPT CONTACT PHONE #: 630-407-8674	DEPT CONTACT EMAIL: Kevin.Vaske@dupagecircuitclerk.gov
VENDOR CONTACT EMAIL: sandy.shute@us.logicalis.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Vendor managed remote site disaster recovery environment, with infrastructure to replicate critical Circuit Clerk systems, servers, and data into this DR Site			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Circuit Clerk IT systems are critical to the Circuit Clerk, Court, States Attorney, Public Defender, Probation, and policing agencies within DuPage County. Supporting a DR environment is a necessary safeguard to minimize risk in the case of disaster. Additionally, the Illinois Supreme Court mandates we maintain a Disaster Recovery Environment.			

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.
COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING	

SECTION 3: DECISION MEMO	
SOURCE SELECTION	Describe method used to select source. CooperativeContract NCPA 01-170
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. No Action - Very large risk in the event of a disaster. 2. Configure DR for a smaller set of subsystems and data, lowering cost - In the event of a disaster this would increase data loss, reduce remote processing functionality and significantly impact recoverability.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Logicalis	Vendor#: 12232	Dept: Clerk of the Circuit Court	Division: Accounting
Attn: Sandy Shute	Email: sandy.shute@us.logicalis.com	Attn: Julie Ellefsen	Email: Julie.Ellefsen@dupagecircuitclerk.gov
Address: 2001 Butterfield Rd, Suite 420	City: Downers Grove	Address: 505 N County Farm Rd	City: Wheaton
State: IL	Zip: 60515	State: IL	Zip: 60187
Phone: 630-730-9520	Fax:	Phone: 630-407-8590	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Logicalis	Vendor#: 12232	Dept: Clerk of the Circuit Court	Division: Administration
Attn: Sandy Shute	Email: sandy.shute@us.logicalis.com	Attn: Kevin Vaske	Email: Kevin.Vaske@dupagecircuitclerk.gov
Address: 2001 Butterfield Rd, Suite 420	City: Downers Grove	Address: 505 N County Farm Rd	City: Wheaton
State: IL	Zip: 60515	State: IL	Zip: 60187
Phone: 630-730-9520	Fax:	Phone: 630-407-8674	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 1, 2026	Contract End Date (PO25): Jun 30, 2031

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		Disaster Recovery Services	FY26	1400	6720	53020		137,996.00	137,996.00
2	1	EA		Disaster Recovery Services	FY27	1400	6720	53020		325,329.00	325,329.00
3	1	EA		Disaster Recovery Services	FY28	1400	6720	53020		335,089.00	335,089.00
4	1	EA		Disaster Recovery Services	FY29	1400	6720	53020		345,142.00	345,142.00
5	1	EA		Disaster Recovery Services	FY30	1400	6720	53020		355,496.00	355,496.00
6	1	EA		Disaster Recovery Services	FY31	1400	6720	53020		210,957.00	210,957.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 1,710,009.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. 1. This is a five year contract with the option to terminate for convenience after 3 years with 120 days written notice. 2. The exact monthly invoice amounts will vary, and the fiscal year costs are "not to exceed" amounts which include the contract 3% annual increase per the paragraph titled "Annual Price Adjustment" on page 11.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



Statement of Work

June 1, 2026

Prepared by Logicalis for:

Dupage Cty Clerk of the Cir Court

Kevin Vaske
505 N County Farm Rd
Wheaton, IL 60187-3907
(630) 407-8647
kevin.vaske@18thjudicial.org



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1. Solution Overview and Pricing

The table below describes Customer’s selected Services and the prices for those Services. The prices do not include any taxes, if applicable, which will be the Customer’s responsibility. Additional information regarding the details of each selected Service offering can be found in the applicable Service Definition(s) linked in the table below.

This Quotation adheres to the pricing requirements of the NCPA #01-170 contract.

Item	Qty	Part No.	Description	NR Unit Price	MR Unit Price	NR Extended Price	MR Extended Price
Service Type (RIMM/LEC)							
1	1	OSPNC-TS-TRNSTNSRVCS	Transition Services	\$2,681.33	\$0.00	\$2,681.33	\$0.00
1.1	1	MS-CAB	Joint Purchase Agreement	\$0.00	\$0.00	\$0.00	\$0.00
2	4	MS-SMAS-MSOSSP-MGD	Managed Services Only: SSP (Self-Service Plus)	\$0.00	\$26.29	\$0.00	\$105.16
3	1	PRV-SFTW-X86-CTRXXNPPPRMM	Software - Citrix Virtual Apps Premium for Service Providers (per User)	\$0.00	\$19.42	\$0.00	\$19.42
4	1	OSPNC-LGCLSMNTR-PBLCCLD-BSPCKG	Logicalis Monitoring RIMM Base Package (Public Cloud)	\$0.00	\$135.98	\$0.00	\$135.98
4.1	1	OSPNC-LGCLSMNTR-LGCMNTRCLLCTR	- Logic Monitor Collector	\$0.00	\$0.00	\$0.00	\$0.00
5	1	PRV-ENT-VDC	Virtual Datacenter (Location: Logicalis US - I/O West (Phoenix, AZ))	\$0.00	\$0.00	\$0.00	\$0.00
5.1	1	MS-NET-CSCLGCVRTFRW-MGD	- Virtual Firewall Cisco Legacy Management (ASAv)	\$0.00	\$373.02	\$0.00	\$373.02
5.2	1	PRV-ENT-NET-IPSCVPNTNNL	- IPSEC VPN Tunnel Setup	\$0.00	\$0.00	\$0.00	\$0.00
5.3	1	PRV-ENT-NET-BWTH	- Blended Internet Bandwidth - 25 Mbps	\$0.00	\$184.01	\$0.00	\$184.01

5.4	1	PRV-ENT-NET-CSCVFRWLL-ASAV101G	- Cisco Virtual Firewall - ASAv10 (1000 Mbps)	\$0.00	\$207.67	\$0.00	\$207.67
5.5	1	PRV-ENT-LGCLSMNTR-LGCMNTRCLLCTRLRG	- Logic Monitor Collector - Large	\$0.00	\$297.57	\$0.00	\$297.57
5.6	1	PRV-ENT-NET-PRTCNN-1GFXDCPPR	- Port Connection - 1G Fixed Copper	\$0.00	\$17.90	\$0.00	\$17.90
5.7	1	PRV-ENT-NET-VLAN	- Layer 2 Segment (VLAN)	\$0.00	\$31.08	\$0.00	\$31.08
5.8	1	PRV-ENT-SVR-WIN-LCSVM8V16R	- Windows Server x86 Server - LCS-VM-8V-16R: (8 vCPU, 16 GB, 64 GB), Windows Server (Name: Image-WS01)	\$117.75	\$386.02	\$117.75	\$386.02
5.8.1	50	PRV-ENT-STG-WINHDD	--- Enterprise Storage	\$0.00	\$0.15	\$0.00	\$7.50
5.8.2	1	MS-SRV-WIN-MGD	--- Microsoft Windows Server Management	\$169.55	\$289.16	\$169.55	\$289.16
5.8.3	1	PRV-BKP-CBS-X86	--- x86 Cloud Backup Service (per VM)	\$32.96	\$36.80	\$32.96	\$36.80
5.8.3.1	114	PRV-BKP-CSBX86-2WSTG	---- x86 Cloud Backup Storage - 2 Week (per GB)	\$0.00	\$0.08	\$0.00	\$9.12
5.8.4.1	1	PRV-ENT-DRS-VMCDP	---- VM Continuous Data Protection	\$157.73	\$81.23	\$157.73	\$81.23
5.9	1	PRV-ENT-SVR-WIN-LCSVM4V16R	- Windows Server x86 Server - LCS-VM-4V-16R: (4 vCPU, 16 GB, 64 GB), Windows Server (Name: Cherney)	\$0.00	\$311.46	\$0.00	\$311.46
5.9.1	500	PRV-ENT-STG-WINHDD	--- Enterprise Storage	\$0.00	\$0.15	\$0.00	\$75.00
5.9.2	1	MS-SRV-WIN-MGD	--- Microsoft Windows Server Management	\$0.00	\$289.16	\$0.00	\$289.16
5.9.3	1	PRV-BKP-CBS-X86	--- x86 Cloud Backup Service (per VM)	\$0.00	\$36.80	\$0.00	\$36.80

5.9.4	564	PRV-BKP-CSBX86-2WSTG	---- x86 Cloud Backup Storage - 2 Week (per GB)	\$0.00	\$0.08	\$0.00	\$45.12
5.9.5	1	PRV-ENT-DRS-VMCDP	---- VM Continuous Data Protection	\$0.00	\$81.23	\$0.00	\$81.23
5.10	1	PRV-ENT-SVR-WIN-LCSVM8V16R	- Windows Server x86 Server - LCS-VM-8V-16R: (8 vCPU, 16 GB, 64 GB), Windows Server (Name: Parker2019)	\$0.00	\$386.02	\$0.00	\$386.02
5.10.1	150	PRV-ENT-STG-WINHDD	--- Enterprise Storage	\$0.00	\$0.15	\$0.00	\$22.50
5.10.2	1	MS-SRV-WIN-MGD	--- Microsoft Windows Server Management	\$0.00	\$289.16	\$0.00	\$289.16
5.10.3	1	PRV-BKP-CBS-X86	--- x86 Cloud Backup Service (per VM)	\$0.00	\$36.80	\$0.00	\$36.80
5.10.4	214	PRV-BKP-CSBX86-2WSTG	---- x86 Cloud Backup Storage - 2 Week (per GB)	\$0.00	\$0.08	\$0.00	\$17.12
5.10.5	1	PRV-ENT-DRS-VMCDP	---- VM Continuous Data Protection	\$0.00	\$81.23	\$0.00	\$81.23
5.11	1	PRV-ENT-SVR-WIN-LCSVM8V16R	- Windows Server x86 Server - LCS-VM-8V-16R: (8 vCPU, 16 GB, 64 GB), Windows Server (Name: Schultz)	\$0.00	\$386.02	\$0.00	\$386.02
5.11.1	150	PRV-ENT-STG-WINHDD	--- Enterprise Storage	\$0.00	\$0.15	\$0.00	\$22.50
5.11.2	1	MS-SRV-WIN-MGD	--- Microsoft Windows Server Management	\$0.00	\$289.16	\$0.00	\$289.16
5.11.3	1	PRV-BKP-CBS-X86	--- x86 Cloud Backup Service (per VM)	\$0.00	\$36.80	\$0.00	\$36.80
5.11.4	214	PRV-BKP-CSBX86-2WSTG	---- x86 Cloud Backup Storage - 2 Week (per GB)	\$0.00	\$0.08	\$0.00	\$17.12
5.11.5	1	PRV-ENT-DRS-VMCDP	---- VM Continuous Data Protection	\$0.00	\$81.23	\$0.00	\$81.23

5.12	1	PRV-ENT-SVR-WIN-LCSVM4V16R	- Windows Server x86 Server - LCS-VM-4V-16R: (4 vCPU, 16 GB, 64 GB), Windows Server (Name: Kingsley)	\$0.00	\$311.46	\$0.00	\$311.46
5.12.1	200	PRV-ENT-STG-WINHDD	--- Enterprise Storage	\$0.00	\$0.15	\$0.00	\$30.00
5.12.2	1	MS-SRV-WIN-MGD	--- Microsoft Windows Server Management	\$0.00	\$289.16	\$0.00	\$289.16
5.12.3	1	PRV-BKP-CBS-X86	--- x86 Cloud Backup Service (per VM)	\$0.00	\$36.80	\$0.00	\$36.80
5.12.4	264	PRV-BKP-CSBX86-2WSTG	---- x86 Cloud Backup Storage - 2 Week (per GB)	\$0.00	\$0.08	\$0.00	\$21.12
5.12.5	1	PRV-ENT-DRS-VMCDP	---- VM Continuous Data Protection	\$0.00	\$81.23	\$0.00	\$81.23
5.13	1	PRV-ENT-SVR-WIN-LCSVM4V16R	- Windows Server x86 Server - LCS-VM-4V-16R: (4 vCPU, 16 GB, 64 GB), Windows Server (Name: Tully)	\$0.00	\$311.46	\$0.00	\$311.46
5.13.1	100	PRV-ENT-STG-WINHDD	--- Enterprise Storage	\$0.00	\$0.15	\$0.00	\$15.00
5.13.2	1	MS-SRV-WIN-MGD	--- Microsoft Windows Server Management	\$0.00	\$289.16	\$0.00	\$289.16
5.13.3	1	PRV-BKP-CBS-X86	--- x86 Cloud Backup Service (per VM)	\$0.00	\$36.80	\$0.00	\$36.80
5.13.4	164	PRV-BKP-CSBX86-2WSTG	---- x86 Cloud Backup Storage - 2 Week (per GB)	\$0.00	\$0.08	\$0.00	\$13.12
5.13.5	1	PRV-ENT-DRS-VMCDP	---- VM Continuous Data Protection	\$0.00	\$81.23	\$0.00	\$81.23
5.14	1	PRV-ENT-SVR-WIN-LCSVM8V32R	- Windows Server x86 Server - LCS-VM-8V-32R: (8 vCPU, 32 GB, 82 GB), Windows Server (Name: Mason)	\$0.00	\$590.13	\$0.00	\$590.13

5.14.1	100	PRV-ENT-STG-WINHDD	--- Enterprise Storage	\$0.00	\$0.15	\$0.00	\$15.00
5.14.2	1	MS-SRV-WIN-MGD	--- Microsoft Windows Server Management	\$0.00	\$289.16	\$0.00	\$289.16
5.14.3	1	PRV-BKP-CBS-X86	--- x86 Cloud Backup Service (per VM)	\$0.00	\$36.80	\$0.00	\$36.80
5.14.4	182	PRV-BKP-CSBX86-2WSTG	---- x86 Cloud Backup Storage - 2 Week (per GB)	\$0.00	\$0.08	\$0.00	\$14.56
5.14.5	1	PRV-ENT-DRS-VMCDP	---- VM Continuous Data Protection	\$0.00	\$81.23	\$0.00	\$81.23
5.15	1	PRV-ENT-SVR-WIN-LCSVM4V16R	- Windows Server x86 Server - LCS-VM-4V-16R: (4 vCPU, 16 GB, 64 GB), Windows Server (Name: Wildwing)	\$0.00	\$311.46	\$0.00	\$311.46
5.15.1	100	PRV-ENT-STG-WINHDD	--- Enterprise Storage	\$0.00	\$0.15	\$0.00	\$15.00
5.15.2	1	MS-SRV-WIN-MGD	--- Microsoft Windows Server Management	\$0.00	\$289.16	\$0.00	\$289.16
5.15.3	1	PRV-BKP-CBS-X86	--- x86 Cloud Backup Service (per VM)	\$0.00	\$36.80	\$0.00	\$36.80
5.15.4	164	PRV-BKP-CSBX86-2WSTG	---- x86 Cloud Backup Storage - 2 Week (per GB)	\$0.00	\$0.08	\$0.00	\$13.12
5.15.5	1	PRV-ENT-DRS-VMCDP	---- VM Continuous Data Protection	\$0.00	\$81.23	\$0.00	\$81.23
5.16	1	PRV-ENT-SVR-WIN-LCSVM8V24R	- Windows Server x86 Server - LCS-VM-8V-24R: (8 vCPU, 24 GB, 64 GB), Windows Server (Name: Dallas)	\$0.00	\$473.75	\$0.00	\$473.75
5.16.1	150	PRV-ENT-STG-WINHDD	--- Enterprise Storage	\$0.00	\$0.15	\$0.00	\$22.50
5.16.2	1	MS-SRV-WIN-MGD	--- Microsoft Windows Server Management	\$0.00	\$289.16	\$0.00	\$289.16

5.16.3	1	PRV-BKP-CBS-X86	--- x86 Cloud Backup Service (per VM)	\$0.00	\$36.80	\$0.00	\$36.80
5.16.4	214	PRV-BKP-CSBX86-2WSTG	---- x86 Cloud Backup Storage - 2 Week (per GB)	\$0.00	\$0.08	\$0.00	\$17.12
5.16.5	1	PRV-ENT-DRS-VMCDP	---- VM Continuous Data Protection	\$0.00	\$81.23	\$0.00	\$81.23
5.17	1	PRV-ENT-SVR-WIN-LCSVM4V8R	- Windows Server x86 Server - LCS-VM-4V-8R: (4 vCPU, 8 GB, 64 GB), Windows Server (Name: Drucker)	\$0.00	\$186.20	\$0.00	\$186.20
5.17.1	100	PRV-ENT-STG-WINHDD	--- Enterprise Storage	\$0.00	\$0.15	\$0.00	\$15.00
5.17.2	1	MS-SRV-WIN-MGD	--- Microsoft Windows Server Management	\$0.00	\$289.16	\$0.00	\$289.16
5.17.3	1	PRV-BKP-CBS-X86	--- x86 Cloud Backup Service (per VM)	\$0.00	\$36.80	\$0.00	\$36.80
5.17.4	164	PRV-BKP-CSBX86-2WSTG	---- x86 Cloud Backup Storage - 2 Week (per GB)	\$0.00	\$0.08	\$0.00	\$13.12
5.17.5	1	PRV-ENT-DRS-VMCDP	---- VM Continuous Data Protection	\$0.00	\$81.23	\$0.00	\$81.23
5.18	1	PRV-ENT-SVR-WIN-LCSVM8V16R	- Windows Server x86 Server - LCS-VM-8V-16R: (8 vCPU, 16 GB, 64 GB), Windows Server (Name: Meneldor-DR)	\$0.00	\$386.02	\$0.00	\$386.02
5.18.1	100	PRV-ENT-STG-WINHDD	--- Enterprise Storage	\$0.00	\$0.15	\$0.00	\$15.00
5.18.2	1	MS-SRV-WIN-MGD	--- Microsoft Windows Server Management	\$0.00	\$289.16	\$0.00	\$289.16
5.18.3	1	PRV-BKP-CBS-X86	--- x86 Cloud Backup Service (per VM)	\$0.00	\$36.80	\$0.00	\$36.80
5.18.4	164	PRV-BKP-CSBX86-2WSTG	---- x86 Cloud Backup Storage - 2 Week (per GB)	\$0.00	\$0.08	\$0.00	\$13.12

5.18.5	1	PRV-ENT-DRS-VMCDP	----- VM Continuous Data Protection	\$0.00	\$81.23	\$0.00	\$81.23
5.19	1	PRV-ENT-SVR-WIN-LCSVM8V32R	- Windows Server x86 Server - LCS-VM-8V-32R: (8 vCPU, 32 GB, 82 GB), Windows Server (Name: Mason2-DR)	\$117.75	\$590.13	\$117.75	\$590.13
5.19.1	50	PRV-ENT-STG-WINHDD	--- Enterprise Storage	\$0.00	\$0.15	\$0.00	\$7.50
5.19.2	1	MS-SRV-WIN-MGD	--- Microsoft Windows Server Management	\$169.55	\$289.16	\$169.55	\$289.16
5.19.3	1	PRV-BKP-CBS-X86	--- x86 Cloud Backup Service (per VM)	\$32.96	\$36.80	\$32.96	\$36.80
5.19.4	132	PRV-BKP-CSBX86-2WSTG	----- x86 Cloud Backup Storage - 2 Week (per GB)	\$0.00	\$0.08	\$0.00	\$10.56
5.19.5	1	PRV-ENT-DRS-VMCDP	----- VM Continuous Data Protection	\$157.73	\$81.23	\$157.73	\$81.23
5.2	1	PRV-ENT-SVR-WIN-LCSVM8V16R	- Windows Server x86 Server - LCS-VM-8V-16R: (8 vCPU, 16 GB, 64 GB), Windows Server (Name: Tattoo-DR)	\$117.75	\$386.02	\$117.75	\$386.02
5.20.1	50	PRV-ENT-STG-WINHDD	--- Enterprise Storage	\$0.00	\$0.15	\$0.00	\$7.50
5.20.2	1	MS-SRV-WIN-MGD	--- Microsoft Windows Server Management	\$169.55	\$289.16	\$169.55	\$289.16
5.20.3	1	PRV-BKP-CBS-X86	--- x86 Cloud Backup Service (per VM)	\$32.96	\$36.80	\$32.96	\$36.80
5.20.4	114	PRV-BKP-CSBX86-2WSTG	----- x86 Cloud Backup Storage - 2 Week (per GB)	\$0.00	\$0.08	\$0.00	\$9.12
5.20.5	1	PRV-ENT-DRS-VMCDP	----- VM Continuous Data Protection	\$157.73	\$81.23	\$157.73	\$81.23
5.21	1	PRV-ENT-SVR-IBMI	- IBM i Power Systems LPAR,	\$0.00	\$0.00	\$0.00	\$0.00

			IBM i - V7R5 (Name: DUPAGE)				
5.21.1	6750	PRV-IBM-CPW	--- CPW	\$0.00	\$0.19	\$0.00	\$1,282.50
5.21.2	64	PRV-ENT-SVR-IBMRAM	--- Memory	\$0.00	\$21.03	\$0.00	\$1,345.92
5.21.3	2700	PRV-ENT-STG-IBMHDD	--- Enterprise Storage	\$0.00	\$0.20	\$0.00	\$540.00
5.21.4	2	MS-SRV-IBMI-MGD	--- IBM i LPAR Management (Source & Target)	\$0.00	\$734.77	\$0.00	\$1,469.54
5.21.5	2	MS-SRV-IBMI-OSUPDTQRTRLY-MGD	--- IBM i OS Update Package (Quarterly - Source & Target)	\$0.00	\$428.25	\$0.00	\$856.50
5.21.6	1	PRV-ENT-BKP-IBM-VTD	--- Virtual Tape Drive (1-6 per LPAR)	\$0.00	\$26.94	\$0.00	\$26.94
5.21.7	20	PRV-ENT-BKP-IBM-VTL	--- Virtual Tapes Large (1500 GB)	\$0.00	\$8.45	\$0.00	\$169.00
5.21.8	1	PRV-ENT-DR-IBMIPRS	--- IBM i Premium Recovery Services (2 LPAR's - DUPAGE & Web Data)	\$0.00	\$5,763.33	\$0.00	\$5,763.33
5.21.9	6750	PRV-ENT-DR-CPWRES	--- Reserve CPW	\$0.00	\$0.08	\$0.00	\$540.00
5.21.10	32	PRV-ENT-DR-RESRAM	--- Reserve Memory	\$0.00	\$14.20	\$0.00	\$454.40
6	1	OSPNC-MSSRVF	Managed Services Service Fee - (Adhoc)	\$0.00	\$1,000.00	\$0.00	\$1,000.00
7	1	MS-SRV-IBMI-MGD	IBM i LPAR Management	\$0.00	\$734.77	\$0.00	\$734.77
8	1	MS-SRV-IBMI-OSUPDTQRTRLY-MGD	IBM i OS Update Package (Quarterly)	\$0.00	\$428.25	\$0.00	\$428.25

Summary Pricing	Non-Recurring Charges	Monthly Recurring Charges
Transition Services (SPS-OPT-080839-DCCCC-TS)	\$2,681.33	
Remote Infrastructure Monitoring and Management Services (NRC: SPS-OPT-080839-DCCCC-NRC MRC: SPS-OPT-080839-DCCCC-MRCQTR)	\$1,433.97	\$26,776.02
Total Charges	\$4,115.30	\$26,776.02
Total Contract Value (60 Months)	\$1,610,676.50	

Service Definition Links

- [Enterprise Cloud - Backup - IBM i LPAR Backup Services](#)
- [Enterprise Cloud - Backup - VM Backup Services](#)
- [Enterprise Cloud - Disaster Recovery - Virtual Machine Continuous Data Protection](#)
- [Enterprise Cloud - Server - IBM i](#)
- [Enterprise Cloud - Server - MS Windows](#)
- [Enterprise Cloud - Virtualization & Cloud - VDC](#)
- [Managed - Network - Cisco Legacy Firewall](#)
- [Self Service Plus - Enterprise Systems - Self Service Plus](#)

Quoted prices here are estimates based on Customer’s current consumption levels. The underlying actual consumption unit pricing is set forth in the applicable Addendum/Sub-Addendum relating to the Services. Final charges will be determined in accordance with the pricing methodologies specified in the applicable Addendum/Sub-Addendum.

Pricing Validity. The pricing quoted herein expires thirty (30) days from the publish date of this SOW. Upon the SOW being fully executed, the pricing shall remain fixed for the length of the Initial Term, except as adjusted as set forth in this SOW.

Quarterly Under-Charge True-Up. If the Services are charged, in whole or in part, on a Variable Pricing basis (for example, based on consumption), Customer acknowledges and agrees that monthly charges may fluctuate depending on the applicable variables, but will not be less than the MRC stated in the Table above or in a Sub-Addendum. Once every three (3) months during the Term, Logicalis shall review all charges to Customer based on Variable Pricing that were invoiced in the preceding three (3) months period against actual usage. If Logicalis determines that it has under-charged Customer in the invoices for the Services rendered in the preceding three (3) month period, Logicalis will invoice Customer, and Customer agrees to pay, any such additional “true-up” charges. In addition, if Logicalis determines that Customer’s usage is or will consistently exceed current pricing thresholds, Logicalis may recommend that Customer adjust the MRC into higher variable pricing brackets to account for their increased usage. Any such adjustment will require Customer’s agreement and will follow the Change Management Process set forth below.

Annual Price Adjustment. On each annual anniversary of the Commencement Date during the Initial Term, the Pricing stated herein shall automatically increase by three percent (3%) over the prior year’s Pricing to account for inflation, and cost of living increases. This adjustment applies to all of the following: (i) any and all Unit Pricing , (ii) the underlying rate structures used to calculate Variable Pricing (including but not limited to per-user rates, per-device rates, consumption based charges, and

other any tiered pricing methodologies), and (iii) out-of-scope T&M rate stated in Section 4. For greater certainty, the three percent (3%) increase shall apply to the rates themselves, not to the volume or quantity of units consumed.

2. Terms & Conditions

This Statement of Work ("SOW") is made and entered into pursuant and subject to the terms and conditions of the Master Solutions Agreement between Dupage Cty Clerk of the Cir Court and Logicalis, Inc., dated December 5, 2012 and are incorporated herein by reference. All services and other items not specifically detailed in this SOW are considered out of scope. All capitalized terms in this SOW shall have the same meanings as defined in the Agreement, unless otherwise specifically defined in this SOW.

The terms of this SOW may be set forth within this document itself (the "SOW-Specific Terms") or on webpages linked by URL herein (the "Service Definitions"). The SOW-Specific Terms are intended to set forth objectives, commitments, and engagement-specific transactional terms which may include, without limitation, price and payment, SLAs, SOW duration, and termination. The Service Definitions are intended to set forth solution-specific Service descriptions and assumptions as well as widely applicable transactional terms which may include, without limitation, Change Management, expense reimbursement, and invoicing.

The Service Definitions are regularly updated by Logicalis, and the current version of a given Service Definition is as described on the webpage for such Service Definition. By executing this SOW, Customer acknowledges that the Service Definitions are subject to change without notice at Logicalis' sole option and discretion. Customer agrees that the Service Definitions, including revisions thereto which occur after the execution of this SOW, are incorporated herein by reference, shall apply and govern this SOW, and shall be given the same force and effect as if they were expressly set forth in full within this document itself. To the extent that any Service Definitions are inconsistent with the SOW-Specific Terms, the Service Definitions shall control unless such SOW-Specific Terms expressly reference the applicable inconsistent Service Definitions and clearly state that the specific SOW-Specific Terms shall supersede the inconsistent Service Definitions. Logicalis continually endeavors to improve the services it offers to its customers. Accordingly, during the Term, Logicalis reserves the right to modify the SOW-Specific Terms at any time for the purpose of improving the Services or delivery thereof (examples of such modifications include, but are not limited to, enhancement of existing or addition of new technological support, changes in tools or systems, and similar modifications to services), provided, that such modifications shall not change the agreed upon service levels, pricing, or the Term (which would require a PCR signed by both parties).

If an addendum with special terms applicable to a general category of Services (each an "Addendum") or a sub-addendum with special terms applicable to a specific line of Services (each a "Sub-Addendum") is attached to this SOW, such terms apply to any applicable Services provided under this SOW. In the event of any inconsistencies between the terms of this SOW and any Addendum or Sub-Addendum, the inconsistency shall be resolved according to the following order of precedence: (1) The terms of the applicable Sub-Addendum; (2) The terms of the applicable Addendum; and (3) the terms of the SOW. For the avoidance of doubt, Addendum- and Sub-Addendum-specific terms are considered SOW-Specific Terms.

3. Service Level Agreements (SLAs)

Any service level agreements or service level objectives applicable to this SOW are as set forth in the Addendum attached hereto.

4. Out-of-Scope Requests, Expenses, & Billing

Out-of-Scope Requests

Any non-recurring Services within the scope of this SOW will be billed to Customer on a time-and-materials ("T&M") basis. For the first year of the Initial Term, the standard T&M rate is \$290.00 per hour. This rate is subject to the Annual Price Adjustment throughout the duration of the Term. A minimum charge of one (1) hour for off-site Services and eight (8) hours for on-site Services may apply. Should any such out-of-scope work be scheduled outside of normal business hours (8:00 AM – 5:00 PM, Monday through Friday), on a holiday, or on the weekend, a 33⅓% uplift to the standard T&M rate will apply.

Any request by Customer for delivery of Services outside of the scope of this SOW, including any non-recurring services requests, will be evaluated by Logicalis on a case-by-case basis and, if approved by both parties, will be executed through a separate SOW or a Project Change Request to this SOW. This process is set forth in full under the "Change Management Process" section below.

Travel Expenses

Travel expenses will be tracked separately and billed directly to Customer. Travel expenses will include costs incurred from travel (airfare, rental car, mileage, tolls, and lodging). Meals, if any, will be billed at the per diem rate of \$65.00.

Invoicing

Invoicing for charges relating to out-of-scope service requests and travel expenses will occur once per month at the end of the month in which they are incurred, as applicable.

Invoicing for all other charges, including MRC, will occur once per month at the end of the month.

All charges are due within thirty (30) days of the date of invoice unless otherwise set forth in the Agreement.

Setup / Onboarding

Logicalis provides setup Services as part of the onboarding process of the Services set forth in Section 1. Such Services are billed as onboarding charges, if any, upon execution of this SOW and are as set forth in the table under Section 1.

Solution-specific setup and integration terms are provided within the Service Definitions and/or an Addendum to this SOW, where applicable.

Audits

If Customer requests that Logicalis perform activities in support of or in cooperation with Customer's audit of the Services performed under this SOW, including but not limited to requests for custom reports, information gathering, and conference calls with internal or external auditors ("Audit Related Activities"), such Audit Related Activities, as well as all training costs if required for Logicalis or its personnel to meet Customer's specific compliance requirements in relation to Customer's audit, will be charged at the T&M rate(s) set forth in this SOW.

5. Change Management Process

Process

Changes to this SOW will be negotiated separately through the Change Management process set forth herein. "Change" shall mean the addition, modification or removal of any Services or Service components that could have an effect on Services or delivery thereof. Examples of Changes include, without limitation, modifications to the scope of Services, modifications to the term of this SOW, and pricing changes, but do not include modifications to the Agreement or terms that are otherwise legal

in nature. As the term is used herein, "Change Management" means the process of tracking and managing Changes throughout their life cycles.

In the event either party desires to effectuate a Change to this SOW, the parties shall follow the following procedures:

- Either party shall notify the other party of any requested Changes. These Changes may be requested via the Logicalis ticketing system.
- Following Logicalis' review of Customer's request (if applicable), Logicalis may deliver a Project Change Request ("PCR") to Customer identifying the Changes and any cost or time impact for review and execution. The Project Change Request will describe the nature of the Change, the reason for the Change, and the effect the Change will have on the Statement of Work, which may include modifications to the contracted Services and/or prices.
- If both parties agree to implement the Project Change Request, the authorized representative of each party will sign the Project Change Request, indicating the acceptance of the Changes set forth therein by each party.

Executed Project Change Requests

Each fully executed Project Change Request will be incorporated into, and made part of, this SOW. If Project Change Request or PCR is defined using different terminology in the Agreement, "Project Change Request," as used herein, shall have the same meaning.

Neither party is under any obligation to implement any Changes set forth in a Project Change Request until such time as the Project Change Request has been executed by both parties.

In the event of a conflict between a Project Change Request and the original SOW or a previous fully executed Project Change Request, the most recent fully executed Project Change Request shall prevail.

Change Requests Involving a Removal of Services or Reduction in Scope

In the event that Customer requests a Change involving the removal of any Services or a reduction in the scope of Services resulting in a decrease to the MRC, provided that Logicalis agrees to execute a PCR to effectuate such a Change, then such reduction in scope or removal of the Services shall not take effect until no less than 30 days from the date the PCR is executed.

If, at any point during the Term, the cumulative effect of all executed PCRs results in a reduction of the MRC to below 70% of the Original MRC, then Customer shall pay a volume reduction fee equal to 25% of the difference between the Original MRC and the then-current MRC. The volume reduction fee will be invoiced monthly and apply each month until a PCR is executed to increase the MRC in excess of 70% of the Original MRC.

As used in this SOW, the term "Original MRC" means the MRC as of the Commencement Date. For greater certainty, if the total MRC set forth in the pricing table in Section 3.1 is adjusted prior to the Commencement Date as part of the network discovery and assessment phase, the updated MRC set forth in the corresponding PCR is the Original MRC.

6. Term

Commencement Date

As used in this SOW, "Commencement Date" means the first day of the month in which the total monthly recurring Services are billed to the Customer. The Commencement Date will be deemed the earlier of the following: (a) sixty (60) days after execution of this SOW or (b) acknowledgment by Customer, in Customer's reasonable judgment, that any required onboarding Services have been completed and that it is prepared for Logicalis to commence delivery of monthly recurring Services. Logicalis will begin setup Services after this SOW is executed and will begin billing the customer for

the setup Services upon signature of the SOW. Should Logicalis provide monthly recurring Services in advance of the Commencement Date, Customer shall be responsible for payment of such monthly recurring Services upon invoice and in accordance with all applicable payment terms.

Term & Renewal

Term. The initial term of this SOW is ("Initial Term") is sixty (60) months and will commence on the Commencement Date. Customer may elect to extend the Initial Term for up to two (2) months by giving Logicalis written notice no less than 30 days before the expiration of the Initial Term ("Renewal Term", together with the Initial Term is referred to as the "Term"). The MRC for the Renewal Term will automatically increase by twenty percent (20%) over the MRC set forth in the Initial Term.

Early Termination. Customer may not terminate this SOW for convenience during the first thirty-six (36) months of the Term ("Minimum Term"). After the Minimum Term, Customer may terminate this SOW for convenience upon a minimum of one hundred and twenty (120) days' prior written notice to Logicalis; provided, that such termination will not become effective unless and until Customer has paid all of the following: (i) any outstanding invoices; (ii) the costs incurred by Logicalis to decommission any equipment, software, or systems dedicated to the Services, which will be billed at the T&M rates; (iii) the remaining balance owed of the Total Extended Price as set forth in the Pricing Table relating to any equipment, software, third-party services, and any other customer-specific assets resold to Customer or that are acquired or licensed by Logicalis in connection with performing its obligations under this SOW for Customer; (iv) any undepreciated value of implemented client-specific dedicated infrastructure. Logicalis will invoice for the costs described in (iii) and (v) after receiving the termination notice. Logicalis will invoice Customer for remainder of the foregoing charges associated with such early termination once such costs are determined.

7. Setup Responsibilities & Assumptions

A. Customer Responsibilities – Customer shall:

- Without limiting the specificity of the following, provide all onboarding information requested by Logicalis, including, at a minimum, contact information (telephone, cell phone, e-mail), for Customer personnel involved in overseeing or interacting with Logicalis.
- For all Customer responsibilities, including but not limited to requests by Logicalis, approvals, actions, changes, and provision of information, Customer shall fulfill such responsibilities promptly and within any timeframes set forth herein or otherwise agreed between Logicalis and Customer.
- Provide a point of contact with authority to act and make decisions for Customer in all aspects of the Services, including modifications of existing Services through PCRs, to Logicalis. Such point of contact may be changed by Customer by providing written notice to Logicalis. Logicalis may, without penalty, pause SLA timers if the Customer contact is not available for necessary information or decisions.
- Complete Logicalis' information requests as necessary for completion of onboarding and enablement of Services and make available all technical matter, data, information, operating supplies, and computer system(s), as reasonably required by Logicalis.
- Provide necessary prerequisites as identified by Logicalis, including but not limited to:
 - Initial environment access for deployment of Logicalis' access mechanisms
 - Required compute / infrastructure / networking (including any associated financial impact) requested by Logicalis for the deployment of Logicalis tooling and / or access technologies.
 - Approval to work with third parties engaged with or contracted by Customer (if required)

- Other resources (such as Customer Project Manager or subject matter experts)
- In addition to other documentation identified in this section, provide existing knowledge documentation or, if required by Logicalis to facilitate performance under this SOW, create knowledge base articles for services, which may include, without limitation:
- Any maintenance schedules for servers (scheduled downtime, etc.)
- List of certificates and any systems / applications applicable to them
- Any / all system passwords (relative to the scope of Services)
- Topology diagrams (as applicable)
- Business applications and infrastructure dependency mapping
- Monitoring platform alert notification contacts.
- Identify any unique/custom VM or other deployments – e.g.: a checklist or running script.
- Make available relevant subject matter experts to facilitate knowledge transfer.
- Provide 3rd party Vendor Contacts list, sites and primary list and software management/licensing details (if applicable) and keep updated.
- To the extent the Services rely upon, involve, or interact with Microsoft Products (including Cloud Services), Customer shall, at no additional cost to Logicalis, grant and maintain the necessary delegated administrative permissions required to deliver the Services, including but not limited to: (i) Microsoft Partner Center delegated administration; (ii) Microsoft Lighthouse access and role assignments; and (iii) any required Azure, Entra ID, or Microsoft 365 administrative roles.
- In addition, the Services assume that Customer maintains an active Microsoft Cloud Services Provider (“CSP”) agreement with Logicalis for the duration of the Term of this SOW and further that Logicalis is the CSP partner of record for customer with the authorization to engage directly with Microsoft for licensing, support, and escalation purposes as necessary to perform the Services. Where Logicalis is not the Customer’s CSP, Customer shall ensure that Logicalis is granted all required delegated administrative rights through Microsoft Partner Center and Microsoft Lighthouse to perform the Services. Customer shall provide and maintain current contact information for its CSP provider and authorize Logicalis to engage directly with such CSP for technical support, licensing, and Microsoft escalation purposes as required to deliver the Services.
- Provide a distribution list within Customer’s email service for alarm notifications, and ensure that Logicalis is kept up to date with changes to distribution list alarm notification contacts.
- Complete Logicalis’ user information requests so that applicable portal licenses can be enabled.
- Conduct knowledge workshop and if identified as required job shadowing across all areas in scope.
- Participate in meetings to understand processes for assignment, escalation, Change enablement, and status communication.
- Customer acknowledges that during the performance of services, Customer may be asked to download software as part of or to facilitate or enable such services. In downloading or receiving such software, Customer acknowledges that it has received the software from Logicalis for use in its internal systems only and agrees to only use the software internally according to the instructions set forth by Logicalis.
- Configure devices to report SNMP traps unless otherwise provided in this SOW.

- Work with Logicalis' engineers to tune alarm thresholds where necessary.
- Complete Logicalis' configuration requests detailing Customer's technical environment.
- Follow applicable vendors' device recommendations for all devices that are not hosted by Logicalis; for example, recommendations or specifications for cooling and room temperature.
- Either use a Logicalis-supplied VPN endpoint (preferred) or provide Logicalis access to ping Customer's external interface of its VPN endpoint. This is important in determining the root cause of alarms. In either case, the VPN must be a persistent LAN-to-LAN connection.
- Implement Logicalis' recommendations in general. Logicalis is not responsible for Customer requests that do not follow best practices, Customer requests that lead to poor account integrity, or Customer's failure to implement Logicalis' recommendations.
- Work with Logicalis to determine the severity, course of action, and remote assistance for issue resolution.
- Where necessary, provide personnel to work with hardware vendor service personnel requiring on-site access.
- Follow Logicalis' recommendations to resolve identified environmental or resource issues which are currently causing or may potentially cause future problems.
- Provide access to vendor ticketing system where required.
- Customer acknowledges that billing will commence in accordance with the Commencement Date provision above despite Customer's failure to fulfill its obligations under this Responsibilities and Assumptions section, regardless of whether Service enablement is feasible.
- Comply with and agree to the General Responsibilities and Assumptions set forth at www.us.logicalis.com/gcr, which are incorporated herein by reference, which apply to Onboarding and any Professional Services provided under the SOW.

B. Logicalis Responsibilities

1. Portal setup, including access to reports and dashboards as set forth in an applicable Service Definition.
2. Participation in meetings to discuss processes for assignment, escalation, Change enablement, and status communication.
3. Connectivity setup on Logicalis' network including IP addressing information, VPN connectivity, testing, and documentation of Customer's networking support contacts.
4. Agent, smart plug-in (SPI), or probe installation and configuration.
5. Provide a point of contact with authority to act and make decisions for Logicalis in all aspects of the Services, modifications of existing Services through PCRs, to Customer. Such point of contact may be changed by Logicalis by providing written notice to Customer.
6. Enable reports and portal setup for Service delivery.

C. Assumptions

- Software applications and services not expressly provided under this SOW are excluded.
- Client-side network connectivity including VPN setup and configuration is the responsibility of the Customer unless Logicalis is specifically contracted for this work, which may be at additional charges.
- Customer's responsibilities for timely and proper completion of the transition and integration project will be discussed and agreed upon prior to project initiation. In order to ensure timely

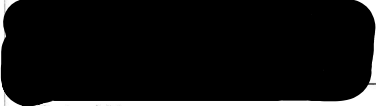

and proper completion of the transition and integration project and unless otherwise mutually agreed, Customer must provide all requested integration data within five (5) days from execution of the SOW. If all such data is not provided within such five (5) day period, Logicalis will follow up, by phone or email, after the five (5) day period to attempt to gather outstanding data. If Logicalis does not receive the data within the time period above, Logicalis will send a consultant to Customer's site, at standard T&M and travel rates, to gather the outstanding integration data.

- Logicalis maintains an information security and compliance program designed to protect Customer Data and Logicalis-managed systems, which includes controls aligned to industry standards and independent assessments (ISO 27001, SOC 2, NIST CSF, and SSAE21) (the "Baseline Controls").
- Logicalis will apply the Baseline Controls to the Services. Any Customer-required controls or attestations beyond the Baseline Controls (including configuration, documentation, assessments, or audits unique to the Applicable Frameworks) must be scoped, scheduled, and priced expressly within this SOW or a mutually executed PCR.
- Logicalis will perform maintenance on its infrastructure at such times as it deems appropriate and in such a manner to maintain compliance with all other provisions of this SOW. Customers will be provided advance notice of any maintenance expected to create an outage.
- All equipment is housed on Customer's premises or premises which Customer is entitled to use for storage of such equipment for the Term unless stated otherwise in this SOW.
- Connectivity between Logicalis and Customer facility will be via a VPN connection.
- Logicalis reserves the right to limit performance metrics in the event the primary connectivity fails and Customer has not established backup network connectivity.
- All Customer WAN devices will be available for instrumentation and monitoring via one Customer site router, unless otherwise noted. Customer must maintain on-site support if it does not have qualified staff for hardware replacement.
- Customer will be directly responsible for all hardware and software maintenance contracts.
- Instrumentation tools, as well as monitoring agents, probes, and smart plug-ins (SPIs) placed on Customer systems are, and will be, owned by Logicalis unless otherwise noted in this SOW.
- Any hardware or software deployment is the responsibility of Customer unless specifically stated herein and agreed upon by both parties.
- If this SOW calls for Logicalis to meet any of the Applicable Frameworks (as defined in this SOW), Customer acknowledges that Logicalis' ability to meet such Applicable Frameworks depends on Customer's implementation of customer-side controls (including, without limitation, identity/access governance, data classification, application configurations, and end-user processes) and on Customer's timely cooperation and accurate disclosure. Logicalis' obligations under this Section are limited to the scope and systems within Logicalis' control as defined in the SOW. If a change in law, regulation, standard, or a new Customer requirement materially impacts the Services, the parties will in good faith update the SOW to adjust scope, timelines, and fees accordingly.
- Service pricing is based on a fully deployed, functional, tested, and production-ready environment available at contract commencement. All parts of Customer's systems are subject to operational review by Logicalis. Logicalis reserves the right to adjust the pricing based on information found during due diligence or integration.

8. Statement of Work Acceptance

The parties hereto have caused this SOW to be executed by their duly authorized representatives set forth below. . Any reference to a purchase order number is for an administrative accommodation only and does not indicate Logicalis' acceptance of any terms and conditions referenced on or attached to such purchase order, such terms are expressly rejected by Logicalis.

This Statement of Work is accepted and agreed to by:

Accepted By:	Accepted By:
Customer	Logicalis, Inc.
Signature 	Signature 
Printed Name <i>Candice Adams</i>	Printed Name Melissa Hooker
Title <i>DuPage County Circuit Court Clerk</i>	Title Director, Managed Services Operations
Date <i>6/1/26</i>	Date 6/2/2026 12:21 PM EDT
Customer P.O. Number (if provided)	Logicalis Engagement Number (when available)
Billing Contact:	Billing Contact Correction:

Copyright Information

Copyright in this document is and shall remain vested in Logicalis. It has been issued in confidence and is applicable only to the purpose for which it was requested. This document may not be reproduced, in whole or in part, except with the consent in writing of Logicalis, and then only on the condition that this copyright provision remains included in the reproduction and Customer undertakes to ensure agreement is procured from all other parties to the terms of this provision.

Confidentiality Statement

The contents of this document are confidential and proprietary to Logicalis. This document is provided to Customer on the condition that Customer does not disclose the information contained herein to any third party without the written consent of Logicalis. Customer further agrees not to disclose the contents hereof internally other than to those of its agents, principals, representatives, consultants or employees who need to know these contents for the purposes of Customer's evaluation of the document and who are bound by substantially similar confidentiality obligations.

Customer further agrees, and shall obtain agreement from any third party to whom this document is provided as set forth above, to treat the confidential information contained herein with at least the same level of care as it takes with respect to its own confidential information, but in no event with less than reasonable care.

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Managed Services Addendum

The terms of this Managed Services Addendum apply and are incorporated into the SOW to the extent that Logicalis provides Managed Services or Monitoring-Only Services. "Managed Services" means any Services involving full-service monitoring and management of Customer's Configuration Items, while "Monitoring-Only Services" are any Services involving only monitoring of Customer's Configuration Items. Managed Services and Monitoring-Only Services may include such services as are defined in a Sub-Addendum attached to the SOW. For purposes of this Managed Services Addendum and any Sub-Addendum, "Configuration Item" or "CI" means the device or software instance being monitored or managed under this SOW. Any capitalized terms used herein shall have the meaning ascribed in the SOW.

1. Setup Responsibilities and Assumptions

A. Customer Responsibilities

- a. Customer shall:
 1. Provide notification, alert, and escalation contacts to Logicalis based on priority and device types. Customer must document who will be notified and how notification will be received (Customer may request single or multiple notifications and specify an escalation path).
 2. Modify self-service user account information as required and upon any changes to such information.
 3. Without limiting the generality of any other provision in this SOW, assign and make available a contact person with the authority to make decisions regarding Logicalis' delivery of services, including but not limited to Incident resolution, Change Management, and request fulfillment. Customer acknowledges and agrees that Logicalis may, without penalty, pause SLA timers if the Customer contact is not available to provide necessary information or make necessary decisions and that such unavailability constitutes a Pause Condition.
 4. Enable event forwarding to Logicalis' management systems; i.e., Customer will open all Logicalis required ports to enable monitoring and management.
 5. Provide any access and information required for Logicalis to perform management or monitoring actions under this SOW. SLA timers are paused while Logicalis is waiting for such action to be taken by Customer or a vendor, where applicable.
 6. Ensure that all CIs are installed, set up, configured, and fully operational prior to any onboarding activities.
 7. Provide all relevant information for all CIs, including an identification of each CI to be supported, support identifiers, IP addresses, host names, serial numbers, IDs, passwords, support contract details and contact information, and configuration documentation.
 8. Customer shall maintain a valid hardware or software support contract for each CI for the duration of this SOW, and any CI not covered by such a support contract is outside the scope of this SOW. Hardware external to the managed / monitored device enclosure is excluded from any applicable service level agreements or service level objectives. Software applications not specifically listed in such service level agreements or service level objectives are excluded. Notwithstanding anything herein to the contrary, Logicalis disclaims all responsibility and liability for CIs not supported by a vendor support contract, including, without limitation, any service level agreement or service level objective penalties which might otherwise be incurred.

B. Logicalis Responsibilities

1. Review of (Customer completed) Configuration Item information that includes each item to be supported, support identifiers, IP addresses, IDs, passwords, support contract IDs and contact information, and configuration documentation.

C. Assumptions

1. Logicalis provides remote monitoring or management services for CIs owned or properly licensed by Customer. Customer owns (or otherwise possesses all rights and licenses necessary for Logicalis to monitor and/or manage) and will continue to own (or otherwise possess all necessary rights and licenses for Logicalis to monitor and/or manage) all CIs being monitored or managed.
2. Customer will grant Logicalis personnel access to support contracts and vendor information and grant Logicalis the ability to place support calls on behalf of Customer.
3. Customer servers require remote console access such as KVM, console cards, or RILO cards to establish remote communications. This technology must be provided by Customer.
4. Host names or IP addresses changed without notification to Logicalis will result in temporary discontinued monitoring/management and will require additional services, billed on a T&M basis, to reconfigure.
5. For Managed Services, Logicalis provides ticketing system functionality designed to ensure that Customer's disaster recovery ("D/R") service fail-over functionality is accommodated in Logicalis' ticketing system functionality. Customer must identify its production/primary devices and fail-over devices. In the event Customer's production server fails and Customer's D/R server is activated as the primary server, Customer may call Logicalis and request that such specific D/R server be moved to "D/R Active" status. Thereafter, Logicalis will confirm that Customer's production server is in failed mode and will then activate Customer's "D/R Active" status (in Logicalis' ITSM system) on the D/R server. The "D/R Active" status will ensure that all incidents and problems are handled with the same priority they would be for the equivalent production server. Customer will be responsible (as part of its D/R procedures) for calling to activate and deactivate the D/R status. Customer will also be responsible for identifying D/R & production device relationships during the onboarding process and ensuring that Logicalis receives timely updates when changes to the D/R device relationships are made.
6. A monitoring hub is required at each Customer network-isolated data center. The monitoring hub shall be a virtual device unless otherwise agreed between Logicalis and Customer. Logicalis requires full administrative access to this device in Customer's environment. If Customer does not provide full administrative access to this device, additional T&M charges will apply for any activities requiring coordination with Customer's administrators, and an additional fifty percent (50%) upcharge to MRC will be applied to any device where Logicalis does not have administrative system access. Customer shall pay setup fees for integration work between Logicalis' monitoring API and Customer's ticketing system, and Customer shall provide knowledgeable resources to assist with this integration. The Customer can choose Logicalis-provided devices or import Logicalis' preconfigured Linux monitoring VM into Customer's VMware environment. Logicalis has full redundancy in its monitoring technology. Customer by default does not have full redundancy in its on-premises hub that is responsible for the collection of monitoring data from CIs. Customer has the option, at an additional charge, of an additional on-premises hub that operates in an active/passive manner thereby providing full redundancy. Logicalis will have sole responsibility to setup probes, change configurations, troubleshoot probes, and remove devices. A URL, username, and password will be provided to allow Customer access to the monitoring reporting.
7. Logicalis will perform maintenance on its infrastructure at such times as it deems appropriate and in such a manner so as to maintain compliance with all other provisions of this SOW. Customer will be provided advance notice of any maintenance or planned interruption to any element of the Services (for example, access to Logicalis' service portal).

8. All onboarding activities will take place remotely unless otherwise stated in this SOW. Any request by Customer for onsite engagement will be considered by Logicalis but may incur additional charges.

Logicalis Hardware

Any equipment (including but not limited to VPN routers and universal hub appliances) provided to Customer by Logicalis as part of the Managed Services or Monitoring-Only Services remains the property of Logicalis. Equipment that is not returned to Logicalis within thirty (30) days from the date of termination of this SOW will be charged back to Customer at the then-current manufacturer’s suggested retail price(s) for such equipment, and Customer agrees to pay Logicalis any such amount.

2. Service Level Agreements (SLAs)

The Service Level Agreements applicable to the Managed Services sold under this SOW are as set forth hereunder.

Priority	Incident		
	Email Notification	TRT*	Phone Call (24x7)
Priority 1	15 min	4 hr	15 min
Priority 2	15 min	8 hr	N/A
Priority 3	Upon Request**	16 hr	N/A
Priority 4	Upon Request**	32 hr	N/A
Priority 5	Upon Request**	48 hr	N/A

* “TRT” or “Target Resolution Time” means the amount of time in which Logicalis will endeavor to resolve an Incident (for high, medium, and low service levels). Failure to meet a TRT does not constitute a breach of this SOW. An “Incident,” as the term is used herein, is an unplanned interruption to a service or reduction in the quality of a service.

For the avoidance of doubt, SLAs and resolution [remediation] apply only to Managed Services. To the extent the Services are Monitoring-Only Services, no SLAs or resolution apply. Incident resolution for Monitored-Only Services may be performed on a T&M basis. SLAs do not apply for the first sixty (60) days after Commencement Date.

** Customer may request to receive email notifications for these Incidents.

Priority Calculations

Incident Priorities

Incident priority is determined by Table 4 below. For example, a High Urgency event on a High Impact device is a Priority 1 Incident, whereas a Medium Urgency event on a Medium Impact device is a Priority 3 Incident.

Incident Priority Matrix

	Device Impact		
Event URGENCY	High	Medium	Low
High	Priority 1	Priority 2	Priority 3
Medium	Priority 2	Priority 3	Priority 4
Low	Priority 3	Priority 4	Priority 5

Incident Priority Notes:

Event Urgency is determined by either:

- System Alarm Events – The Urgency is automatically classified as High, Medium, or Low based on the severity of the alarm event.
- Service Call Events – Event urgency is determined by the situation described by the caller.

SLA Penalties and Refunds

If any TRT from the corresponding table above is not met, an SLA penalty shall be paid to Customer in accordance with the penalty percentages set forth in the table below and the calculations set forth further below:

Service Level Penalty Percentages

Incident Priority	Penalty %
Priority 1 (P1)	50%
Priority 2 (P2)	40%
Priority 3 (P3)	30%
Priority 4 (P4)	20%
Priority 5 (P5)	10%

Penalty payments are calculated as follows:

E (Exceeded Hours) x P (Penalty %) x V (CI Value) = Penalty paid per Incident incurring a missed TRT

Where:

- E = Exceeded Hours - The total number of elapsed hours between the Target Resolution Time and the time the specific Incident is resolved. This is for Closed Incidents in the given month and excludes hours elapsed due to Pause Conditions. "Closed" Incidents are Incidents which have been (1) opened by Customer's notification of the Incident to Logicalis or Logicalis' detection of the Incident and then (2) resolved by Logicalis, without any further complaint or objection by Customer within five (5) days thereafter after such resolution. "Pause Conditions" are conditions beyond the reasonable control of Logicalis which prevent partial or complete resolution of the Incident or avoidance of the Incident, including but not limited to circumstances in which action by Customer or a third party is necessary for resolution. Calculation example: A P1 incident has 4 TRT hours. If the total elapsed time is 5.5 hours, then Exceeded Hours = 1.5 hours.
- P = Penalty % - This is derived from the Service Level Penalty Percentages table above. Each Incident is assigned a specific priority level as set forth in the Priority Calculations above, and each priority level has a corresponding Penalty %.
- V = CI Value - This is the MRC paid or owed by Customer for the full month immediately preceding the Incident for the device or software instance being monitored or managed under this SOW (each a "Configuration Item" or "CI") associated with the Incident for which Logicalis missed the TRT.

Additional Penalty Terms:

- The penalty paid per Incident is limited to the monthly value of the CI (i.e., the value of the amount the Customer pays Logicalis for the service associated with the CI each month), but in no event will the penalty or penalties, in the aggregate, exceed the MRC paid for the month giving rise to the Incident(s).
- Penalties will be calculated monthly and paid quarterly as a credit issued on Customer's account.
- In addition to any other limitations on SLA penalties set forth in this SOW, a missed SLA will not be considered a penalty if the missed SLA is caused by reasons beyond the reasonable control of Logicalis. In this situation, the Incident will be flagged as an "invalid missed SLA" and will not be counted toward a penalty payment.
- All Customer obligations in this SOW must be met for an Incident to be counted toward a penalty calculation. For example, if a service offering is disabled due to Customer's changes in the environment, that Incident will not give rise to a penalty calculation or payment. Any failure to meet a TRT with respect to a CI which is not in compliance with all terms of this SOW (including, without limitation, failure to maintain any applicable vendor support contract), will not give rise to a penalty payment hereunder.

SLA and Incident Handling Terms:

- Incidents related to system or service availability are considered resolved and the TRT met (if resolved timely) when the service is restored even if in a workaround state. In such an event, Logicalis will continue to address the underlying problems for complete resolution.
- "Email Notification" referred to in any Service Level Agreement table above is delivered in the form of an automatic system-generated message.
- In addition to an Email Notification, for Priority 1 Incidents affecting managed CIs, Customer will receive a phone call within fifteen (15) minutes of the Incident being logged. Customer is responsible for maintaining correct escalation and contact information for such phone calls.
- A TRT timer is paused when an Incident is due to a Pause Condition(s).
- SLA timers are paused when an Incident requires a Change to be executed for resolution. The timers will pause from the initiation of the Change Management process to the completion or

cancelation of the Change Management process. If Logicalis does not manage or monitor a CI(s) that prevents its ability to detect an Incident(s), then such Incident(s) is considered outside of Logicalis' control and no penalty will apply.

- Logicalis reserves the right to adjust ticket priority levels based on urgency and impact information gathered throughout the ticket life cycle. For example, this may apply if initial information provided by any Customer user reporting an issue or making a request (each a "Caller") is discovered to be inaccurate.

The penalties and/or credits provided under this section are Customer's sole and exclusive remedy with respect to any failure by Logicalis to meet the SLAs described herein.

Engagement

Customer will engage Logicalis for Incident resolution or service requests using the following methods of communication: Email: Standard Logicalis support (or Customer-specific) email address in Logicalis ITSM

- Phone: Authorized Customer personnel may escalate tickets by phone to Logicalis' support team
- Portal: Authorized Customer personnel may log and review the progress of their tickets within Logicalis' ITSM self-service portal

Based on the actual or perceived priority of a given Incident or request, Customer must engage Logicalis for support in accordance with the following table:

Priority	Logging Options
P1	Must be logged by phone (where identified by Customer and not by Logicalis' systems).
P2	Must be logged by phone (where identified by Customer and not by Logicalis' systems).
P3	May be logged via any available mechanism.
P4	May be logged via any available mechanism.
P5	May be logged via any available mechanism.
Service Requests	May be logged via any available mechanism sufficient to ensure that any required information is provided to Logicalis, with a preference to utilize the web portal.

Logicalis will not be obligated to pay an SLA penalty payment(s) otherwise arising from an Incident(s) if the above procedure is not followed with respect to the applicable CI(s).

Managed Enterprise Cloud Services Addendum

The Logicalis Enterprise Cloud is a multi-tenant environment and provides secure, virtual operating environments supporting network services via a Virtual Data Center (VDC) and selected operating systems with compute, memory, and storage delivered via a Virtual Machine (VM) and/or Logical Partition (LPAR).

1. Setup Responsibilities and Assumptions

A. Customer Responsibilities

Customer shall:

1. Customer is responsible for third party application software licensing and associated financial obligations for any software deployed on Customer's Enterprise Cloud. Prior to deploying any software, including trial software, on Customer's Enterprise Cloud, Customer must notify Logicalis of any such software, provide details regarding such software as requested by Logicalis, and provide Logicalis with the applicable vendor documentation which evidences that Customer is entitled to deploy the software on Customer's Enterprise Cloud.
2. Logicalis reserves the right to audit Customer's Enterprise Cloud resources and software deployed thereon at any time to ensure that Customer is in compliance with the terms of the SOW and the terms of any applicable vendor documentation, and further as necessary for Logicalis to confirm compliance with any legal or contractual requirements applicable to Logicalis. Customer agrees to fully cooperate with Logicalis on any audit requests, including by providing documentation and evidence necessary to confirm the existence of, and Customer's compliance with, any vendor requirements or restrictions.
3. Customer acknowledges that during the performance of services, Customer may be asked to download software as part of such services. In downloading or receiving of such software, Customer affirms that it has received the software from Logicalis for use in its internal systems only and will use the software internally according to the instructions set forth by Logicalis.

2. Service Level Agreements (SLAs)

Logicalis Cloud Suite – Enterprise Cloud Availability

Logicalis maintains 99.9% availability for all Enterprise Cloud services. Unscheduled Downtime occurs when the Customer's Enterprise Cloud services are unavailable as defined below.

Availability: Availability for each Customer's Enterprise Cloud services will be calculated daily using the following formula:

$$\text{Availability} = (\text{Base Time} - \text{Unscheduled Downtime}) / (\text{Base Time})$$

Base Time is 1440 minutes (24 hours per day multiplied by 60 minutes per hour) minus scheduled downtime

Unscheduled Downtime equals the time (in minutes) in the applicable day during which any single component of the Customer's Enterprise Cloud service is not operational excluding "Scheduled Downtime". For purposes of assessing the SLA Availability penalties below, the clock will start at the commencement of the Unscheduled Downtime and will stop when all single components of the Enterprise Cloud services are operational. Unscheduled Downtime does not include the following:

- o Applications not managed by Logicalis within the environment,
 - o Downtime due to the actions or inactions of the Customer,
 - o Customer's primary connectivity to the Enterprise Cloud outside of Logicalis' control.

- **Scheduled Downtime** equals the aggregate total of all minutes of planned and scheduled maintenance performed during a day to perform any necessary hardware, operating software, network, database, application software maintenance, repairs, updates, and upgrades.
 - o Cloud Suite infrastructure maintenance windows are targeted for the second Saturday of each month from midnight to 6:00 AM in the time zone of the Logicalis Cloud Data Center.
 - o Logicalis reserves the right to schedule additional Scheduled Downtime events for emergency purposes with at least 24 hours notice given to affected customers. To minimize the impact on the Customer's business, Logicalis and the Customer will determine the dates, times, and timeframe lengths of emergency Scheduled Downtime.

Availability SLA

In the event 99.9% availability for the Customer's Enterprise Cloud services is not achieved for a day, Customer shall be entitled to one credit of 1/30th of the current MRC associated with the Customer's Enterprise Cloud services part numbers with a PRV prefix. In the event multiple days within a month occur, the table below details credits:

Monthly Events	Total Monthly Credits
One (1)	1 / 30 th
Two (2)	5 / 30 th
Three (3)	15 / 30 th
Four (4)	Full credit, termination with no penalty

- Credits will be applied to the Customer's next invoice.
- Total credits per month may not exceed the amount of one month's MRC for the service.
- If Customer requires clarification of or modification to a credit, a request must be submitted by the Customer to Logicalis within thirty (30) days of credit issuance.

Region 14 Education Service Center

Contract # 01-170

for

Advanced Technology Solutions Aggregator

with

TD SYNEX Corporation

Effective: December 14, 2023

TAB 1

MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments

The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Additional Agreements

If an awarded vendor requires additional agreements, i.e., master service agreement, end user licensing agreement, etc. a copy of the proposed agreement must be included with the proposal. Any additional agreements provided by the vendor are complementary to the terms and conditions stated herein or for the use of participating entities and shall not replace the entirety of the Master Agreement.

Certificates of Insurance

Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester

- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Prevailing Wage

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Termination

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Open Records Policy

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the

respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

PROCESS

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Contract Administration

The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term

The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Contract Waiver

Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Price Increases

Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Products and Services Additions

New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

Competitive Range

It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and Exceptions

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is 250 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

Evaluation

Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

NCPA Administrative Agreement

The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications/Discussions

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards

Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

EVALUATION CRITERIA

Pricing (40 points)

Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance. Quantity of line items available that are commonly purchased by the entity.
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

References and Experience (20 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Programs and practices that may be advantageous to Public Agencies
- Customer Service

Technology for Supporting the Program (7 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

TD SYNEX Corporation

Company Name

39 Pelham Ridge Drive

Address

Greenville

City

SC

State

29615

Zip

864-349-4390

Telephone Number

510-360-6609

Fax Number

ed.somers@tdsynnex.com

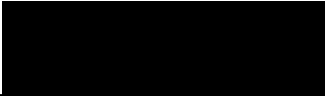
Email Address

Edward W. Somers

Printed Name

Vice President, Public Sector

Position


Authorized Signature



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	DraaS
COMPANY NAME:	LogicaLis
CONTACT PERSON:	Sandra M. Shute
CONTACT EMAIL:	sandy.shute@us.logicalis.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

Yes

No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

Yes

No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

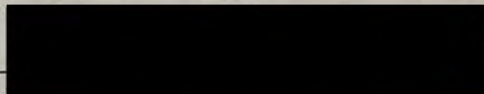
The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: SANDRAM. Skute

Signature: 

Title: Sr. Account Executive

Date: 6/12/26



File #: JPS-P-0036-26

Agenda Date: 6/16/2026

Agenda #: 7.E.5.

AWARDING RESOLUTION ISSUED TO
KELLY GRAHAM
TO IDENTIFY JOB PLACEMENT FOR UNEMPLOYED PROBATIONERS
FOR THE DEPARTMENT OF PROBATION AND COURT SERVICES
(CONTRACT TOTAL AMOUNT \$32,000)

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

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Kelly Graham, to identify job placement for unemployed probationers for the period of June 30, 2026 through June 29, 2027, for the Department of Probation and Court Services.

NOW, THEREFORE BE IT RESOLVED, that said contract is to identify job placement for unemployed probationers for the period of June 30, 2026 through June 29, 2027, for the Department of Probation and Court Services. Per 55 ILCS 5/5-1022(c), be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Kelly Graham, for a contract total amount not to exceed \$32,000.

Enacted and approved this 23rd day of June, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 26-1661	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$32,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 06/16/2026	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$32,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Kelly A. Graham	VENDOR #: 14161	DEPT: Probation and Court Services	DEPT CONTACT NAME: Sharon Donald
VENDOR CONTACT: Kelly A. Graham	VENDOR CONTACT PHONE: [REDACTED]	DEPT CONTACT PHONE #: 630-407-8413	DEPT CONTACT EMAIL: sharon.donald@dupagecounty.gov
VENDOR CONTACT EMAIL: [REDACTED]	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Employment Services Trainer to identify job placement for unemployed Probationers. The hourly rate for this contract is \$40/hour.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This program will provide opportunities for Probationers to find work within their communities.			

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

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. Kelly Graham was the best candidate for this contractual position.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Staff recommends issuance of this contract to Kelly A. Graham to find employment for probationers in Probation 2) Headcount does not included staff availability to provide these services.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Kelly A. Graham	Vendor#: 14161	Dept: Probation and Court Services	Division: Finance
Attn: Kelly A. Graham	Email: [REDACTED]	Attn: Sharon Donald	Email: sharon.donald@dupagecounty.gov
Address:	City:	Address: 503 N County Farm Road	City: Wheaton
State:	Zip:	State: Illinois	Zip: 60187
Phone: [REDACTED]	Fax:	Phone: 630-407-8413	Fax: 630-407-2502
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Kelly A. Graham	Vendor#: 14161	Dept: Probation and Court Services	Division: 630-407-2502
Attn: Kelly A. Graham	Email: [REDACTED]	Attn: Sharon Donald	Email: sharon.donald@dupagecounty.gov
Address:	City:	Address: 503 N County Farm Road	City: Wheaton
State:	Zip:	State: Illinois	Zip: 60187
Phone: [REDACTED]	Fax:	Phone: 630-407-8413	Fax: 630-407-2502
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 30, 2026	Contract End Date (PO25): Jun 29, 2027
Contract Administrator (PO25):			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Contractual Employment Services Trainer to identify job placement for unemployed Probationers		1400	6120	53090		32,000.00	32,000.00
										Requisition Total	\$ 32,000.00

FY is required, assure the correct FY is selected.

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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

INDEPENDENT CONTRACTOR AGREEMENT:
EMPLOYMENT TRAINING SERVICES

This AGREEMENT ("Agreement") is effective as of the 30th day of June 2026 and is entered into by and between the 18th Judicial Circuit's Department of Probation and Court Services, 503 N. County Farm Road, Wheaton, Illinois 60187 (the "Department") Probation Employment Program (PEP) and Kelly A. Graham, an Independent Contractor ("Contractor").

RECITALS

WHEREAS, the Department must contract with certain individuals to provide employment training services to unemployed defendants who are court ordered to interact with the Department; and

WHEREAS, the employment training services must extend to both adult and juvenile defendants; and

WHEREAS, the Department desires that Contractor render employment training services more fully described herein; and

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

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

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.
2. **Term:** This Agreement is for a term commencing June 30, 2026 and continuing through June 29, 2027 ("Term"), unless terminated sooner as provided herein.
3. **Scope of Services:** Contractor agrees to provide the services required and, if applicable, set forth on Exhibit "A" including providing the deliverables set forth thereon, in accordance with the terms and conditions of this Agreement. The Department may, from time to time, request changes in the scope of Services. Any such changes, including any increase or decrease in Contractor's fees, shall be documented by an amendment to this Agreement in accordance with State and County laws.
4. **Compensation and Payment:** Compensation for Services during the initial term shall be based on an hourly rate of \$40.00 and shall not exceed thirty-two thousand dollars, (\$32,000.00), with no reimbursement for expenses. Compensation shall be based on actual Services performed during the Term of this Agreement and the Department shall not be obligated to pay for any Services not in compliance with this Agreement. In the event of early termination of this Agreement, the Department shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the Department be liable for any costs incurred or Services performed after the effective date of termination as provided herein. Contractor shall submit invoices referencing this Agreement with such supporting documentation as may be requested by the Department prior to payment. The Department will process payment in accordance with the Illinois Prompt Payment Act (50 ILCS 505/1 *et. seq.*). As such, the Department will approve or disapprove of an invoice for goods or services within 30 days of the presentation of the invoice (or delivery of the goods or services, whichever is later) and will then pay any portion of the invoice which it has not disapproved within 30 days thereafter.
5. **Non-appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event

sufficient funds are not appropriated in a subsequent fiscal year by the Department for performance under this Agreement, the Department shall notify Contractor and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the Department be liable to the Contractor for any amount in excess of the current appropriated amount.

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

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

- 10.3 Good Standing. Contractor is not in default and has not been deemed by the Department to be in default under any other Agreement with the Department during the five (5) year period immediately preceding the effective date of this Agreement.
 - 10.4 Authorization. In the event Contractor is an entity other than a sole proprietorship, Contractor represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Contractor is duly authorized by Contractor and has been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Contractor.
 - 10.5 Gratuities. No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by or to Contractor in relation to this Agreement or as an inducement for award of this Agreement.
11. **Independent Contractor:** It is understood and agreed that the relationship of Contractor to the Department is and shall continue to be that of an independent contractor and neither Contractor nor any of Contractor's employees shall be entitled to receive Department employee benefits. As an independent contractor, Contractor agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the Department. Contractor agrees that neither Contractor nor its employees, staff or subcontractors shall represent themselves as employees or agents of the Department. Contractor hereby represents that Contractor's valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) was or will be provided to the Department upon request.
 12. **Favored Nation:** Contractor shall furnish Services to the Department at the lowest price that the Contractor charges to other similarly situated parties. If Contractor overcharges, in addition to all other remedies, the Department is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the Department until the date refund is made. The Department has the right to offset any overcharge against any amounts due to Contractor under this or any other Agreement between Contractor and the Department, and at the Department's sole option the right to declare Contractor in default under this Agreement.
 13. **Contractor's Insurance:**
 - 13.1 The Contractor shall maintain, at its sole expense, insurance coverage including:
 - 13.1.a Worker's Compensation Insurance in the statutory amounts.
 - 13.1.b Employer's Liability Insurance in an amount not less than one million (\$1,000,000.00) dollars each accident/injury and one million dollars (\$1,000,000.00) employee/disease.
 - 13.2 It shall be the duty of the Contractor to provide to the Department, copies of the Contractor's Certificates of Insurance before issuance of a Notice to Proceed.
 - 13.3 The insurance required to be purchased and maintained by Contractor shall be provided by an insurance company acceptable to the Department, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation

whichever is greater; and shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Department.

14. **Indemnification.**

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

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

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

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

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

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

IF TO THE DEPARTMENT:

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

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

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

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

IF TO CONTRACTOR:

All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 17, above.

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

DEPARTMENT

By: Signature on file

Kathy Starkovich,
Director

**INDEPENDENT
CONTRACTOR**

By: Signature on file

Kelly A. Graham

Exhibit A

SCOPE OF SERVICES

County's Purchase Order #		County Resolution #	
Contract Name	<u>EMPLOYMENT SERVICES TRAINER</u>	Contract Date	<u>June 30, 2026</u>
County's Project Managers	<u>Walter Davis</u>	Contractor's Project Manager	<u>Kelly A. Graham</u>

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

1. DESCRIPTION OF INDIVIDUAL'S WORK:

Contractor is responsible for developing employment opportunities for adult offenders receiving services through the Adult Probation Employment Program (APEP). Contractor will:

- Promote attendance and coach all defendants referred to Community Career Center;
- Prepare offenders and follow up with all APEP graduates about job leads given by CCC;
- Coach defendants to follow through with employers and set up interviews;
- Recruit businesses to hire probationers who complete job skills training:
 - Identify, contact and establish relationships with prospective partner employers;
 - Describe the employment training and job placement program to employers;
 - Answer employer questions about the program;
- Serve as liaison between partner employers and Department staff.

Contractor is responsible for developing employment opportunities for juvenile offenders. Contractor will:

- Recruit businesses to attend a Probation sponsored Job Fair;
- Facilitate Job Skills training for our juvenile offenders;
- Follow up with juveniles after job skills training to help them obtain employment;

Perform additional duties as assigned.

2. DELIVERABLES:

On a monthly basis, Contractor will submit written progress reports by the 15th of each month indicating:

- Offender participation, interview history, and job placement;
- Prospective partner employers;
- Employment opportunities with partner employers; and,
- Updates on offenders currently employed by partner employers.

On a quarterly basis, Contractor will attend program status meetings and present progress in recruiting employers and matching offenders with employment opportunities.



DuPage County
 Finance Department
 Procurement Division
 421 North County Farm Road
 Room 3-400
 Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	KELLY A. GRAHAM
CONTACT PERSON:	KELLY A. GRAHAM
CONTACT EMAIL:	[REDACTED]

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

Yes

No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

Yes

No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Signature on file Signature: Signature on file

Title: Employment Services Trainer Date: 6/4/2026



File #: JPS-P-0037-26

Agenda Date: 6/16/2026

Agenda #: 7.E.6.

AWARDING RESOLUTION ISSUED TO
JUSTICETEXT, INC.
FOR PURCHASE OF AUDIOVISUAL EVIDENCE MANAGEMENT SOFTWARE LICENSES
FOR THE PUBLIC DEFENDER'S OFFICE
(CONTRACT TOTAL AMOUNT \$50,000)

WHEREAS, a sole source quotation has been accepted in accordance with County Board policy; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to JusticeText, Inc., to provide audiovisual evidence management software licenses, for the period of July 1, 2026 through June 30, 2027, for the Public Defender's Office.

NOW, THEREFORE BE IT RESOLVED, that said contract for the purchase of audiovisual evidence management software licenses, for the period of July 1, 2026 through June 30, 2027, for the Public Defender's Office, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to JusticeText, Inc., 5 Ravenna, Irvine, CA 92614, for a contract total amount of \$50,000. (Sole source)

Enacted and approved this 23rd day of June, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist

Procurement Services Division

This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 26-1705	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$50,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 06/16/2026	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$50,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: JusticeText, Inc	VENDOR #: 39480	DEPT: Public Defender	DEPT CONTACT NAME: Melissa Buckardt
VENDOR CONTACT: Jon Ervin	VENDOR CONTACT PHONE: 949-743-4670	DEPT CONTACT PHONE #: 630-407-8300	DEPT CONTACT EMAIL: Melissa.Buckardt@dupagecounty.gov
VENDOR CONTACT EMAIL: jon@justicetext.com	VENDOR WEBSITE: https://justicetext.com/	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Purchasing the use of 47 attorneys, 5 investigators and all support staff audiovisual evidence management software licenses for the use of the Public Defender's Office.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Expedite the review of body-camera footage, interrogation videos, and other crucial discovery.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. SOLE SOURCE PER DUPAGE ORDINANCE, SECTION 2-350 (MUST FILL OUT SECTION 4)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE PROVIDER OF A LICENSED OR PATENTED GOOD OR SERVICE
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. Expedite the review of body-camera footage, interrogation videos, and other crucial discovery, specifically for public defenders.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not. We explored other products, but nothing else met our needs or are specifically designed for defense attorneys. This is relatively new technology.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. Internet search, meeting with other public defenders from around country

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: JusticeText, Inc	Vendor#: 39480	Dept: Public Defender	Division:
Attn: Jon Ervin	Email: jon@justicetext.com	Attn: Melissa Buckardt	Email: Melissa.Buckardt@dupagecounty.gov
Address: 5 Ravenna	City: Irvine	Address: 503 N. County Farm Road, 3rd Floor	City: Wheaton
State: California	Zip: 92614	State: Illinois	Zip: 60187
Phone: 949-743-4670	Fax:	Phone: 630-407-8300	Fax: 630-407-8301
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: JusticeText, Inc	Vendor#: 39480	Dept: Public Defender	Division:
Attn: Jon Ervin	Email: jon@justicetext.com	Attn: Jeff York	Email: Jeff.York@dupagecounty.gov
Address: 5 Ravenna	City: Irvine	Address: 503 N. County Farm Road, 3rd Floor	City: Wheaton
State: California	Zip: 92614	State: Illinois	Zip: 60187
Phone: 949-743-4670	Fax:	Phone: 630-407-8300	Fax: 630-407-8301
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 1, 2026	Contract End Date (PO25): Jun 30, 2027

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		7/1/26-6/30/27 contract to purchase audiovisual evidence software licenses	FY26	1000	6300	53807		50,000.00	50,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 50,000.00

Comments

HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. 1st allowed invoice date of 07/01/2026
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.



May 27, 2026

RE: Sole Source Letter

Dear Melissa,

As requested, I am providing a letter that confirms that JusticeText is the Sole Source of the technology we provide. JusticeText is an audiovisual evidence management platform for public defenders designed to expedite the review of body-camera footage, interrogation videos, jail calls, and other crucial digital discovery. This software includes:

AI-powered analysis, tailored to public defense

- **Automatically identify key moments specific to public defense** in audio or video files including Miranda rights, field sobriety tests and arrests
- **Automatically generate single-paragraph summaries** of each piece of evidence to more easily navigate high volumes of discovery
- **Generate timelines** that break discovery into discrete chapters and summarize key events across all case files (video, audio, documents, images)
- **Generate lists of all relevant parties** mentioned across all case files (video, audio, documents, images)
- **Synthesize an entire folder of discovery** in seconds, identifying key facts, charges, locations and the most relevant issues to the defense
- **Compare and contrast audio/video evidence** using natural language questions (e.g., “what contradictions does the witness make between statements?”)
- **Ask any question** in natural language across a folder of discovery (e.g., “what moments in these video support my argument?”, “is there evidence of the Reid interview technique?”)
- **Develop custom, repeatable prompts** to consistently surface the moments most useful to each attorneys’ unique caseload
- **Automatically identify key words relevant to public defense** from a generated transcript (e.g. “gun”, “harass”, “attorney”)
- **Search** across all uploaded evidence and filter the results by evidence type, speaker, case folder, and additional custom tags
- **Analyze the visual elements of videos** (e.g., identifying a red car in hours of silent surveillance footage)

Streamlined viewing, editing, note-taking, redacting, and clipping

- **Create video clips** of relevant parts of the file, simply by highlighting the transcript
- **Automatically sync multiple videos** (e.g., body-worn camera footage) from multiple angles to review, search, and analyze from a single screen
- **Export synced videos** for use in court
- **Add subtitles** to created video clips
- **Redact portions** of audio/video evidence to protect confidential information
- Generate an automatically **timestamped notebook** as the video plays
- **Edit and annotate** the output transcript, with all changes automatically saved, via a best-in-class user experience with unlimited editing
- **Navigate to key moments in a video** by selecting a word in the transcript
- **Edit timestamps** to align text to specific moments in the audio/video files

Transcription for multiple languages and file formats

- Transcribe discovery in **80+ languages**, including Spanish, Mandarin, and more
- Transcribe **up to 100 files in one batch**, processed in parallel
- Include **custom vocabulary** (e.g., streets, neighborhoods, witness names) to incorporate local context and improve transcript accuracy
- Create **multi-lingual transcriptions** for media files containing up to three spoken languages
- **Translate transcripts** from other languages (e.g., Spanish) to English
- **Clearly identify** up to 10 speakers in a file
- **Quickly assign speaker names** throughout a piece of evidence

Support for proprietary formats and integrations with existing tools

- **Upload proprietary file types** (e.g., GTL jail calls, Panasonic AV Viewer videos, WatchGuard body cameras, For the Record court proceedings, Avigilon videos) directly onto JusticeText without converting in advance, in addition to all standard file types (MP4, MP3, MOV, etc.)
- **Upload files directly from cloud storage** locations (e.g., OneDrive, Box, Dropbox, Google Drive, etc.)
- **Upload files from evidence links** provided by prosecutor
- **Integrate with case management systems** for easier upload and download

Document and image analysis

- **Upload PDFs, word documents and image** directly to JusticeText
- **Automatically extract text from documents** via OCR (Optical Character Recognition) for typed text, handwriting, tables, and images without any preprocessing
- **Develop timelines and surface key details** from hundreds of pages of documents in seconds
- **Identify inconsistencies between video and documents** (e.g., between bodycam and police reports)
- **Summarize and search through hundreds of images** for the most relevant files

In-app support

- **Live in-app support** directly with JusticeText team, with ~30 min average response time
- Review 1-2 minute **tutorial videos** explaining all of the main features on JusticeText

JusticeText is the Sole Source of the software listed above, and no other company or firm sells or distributes such software.

Providing technological support for public defenders is at the core of our company's mission. My co-founder and I started building this product while we were college students at the University of Chicago to [address the challenges](#) faced by the local public defender's office. We currently work with **roughly 100 state and local public defense organizations** across the nation, working hand-in-hand to co-create a product built specifically to address their needs, including:

- Committee for Public Counsel Services (CPCS)
- Metropolitan Public Defender in Portland, OR
- Harris County Public Defender, in Houston, TX
- Montana State Office of the Public Defender (OPD)
- Tennessee District Public Defender Conference
- DuPage County Public Defender
- Public Defender Services of Lane County

Our commitment to public defenders has been highlighted by the [ABA Journal](#), [Texas Lawyer](#), [Mass Lawyers Weekly](#), [Axios](#), [MIT Technology Review](#), and the [Public Defenseless Podcast](#).

To the best of my knowledge, there are no other items and/or services available for purchase that would serve the same purpose or function as JusticeText.

Sincerely,



Devshi Mehrotra
CEO & Co-Founder, JusticeText

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (this “**Agreement**”) is made by and between JusticeText Inc. (“**Company**”), and the DuPage County Public Defender (“**Customer**”). This Agreement will become effective when executed by authorized representatives of both parties (the “**Effective Date**”).

WHEREAS, Company has developed a certain product that capable of (1) automatically generating searchable transcripts of uploaded video content; (2) editing said transcripts; (3) creating time-stamped annotations within said transcripts; and (4) editing uploaded video content into shorter clips (the “**Product**”).

WHEREAS, Company and Customer desire to have Customer use the Product and provide feedback to the Company, subject to and in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. SALE AND USE OF PRODUCT.

- 1.1 Sale and Use. Subject to the terms and conditions of this Agreement, Company will sell the Product to Customer, for personal use as defined in this Agreement.
- 1.2 Fees. Customer will pay Company a payment of **\$50,000** for office-wide access to the Product for a one-year term, from **7/1/26** to **6/30/27**. Each person in the office – all roughly 47 attorneys, 5 investigators, and all support staff -- will have access to a standard license that allows the license holder to upload up to 240 hours of audio/video per year. Customer will be responsible for, and will promptly pay, all taxes and duties of any kind (including but not limited to sales, use and withholding taxes) associated with this Agreement or Customer’s receipt or use of the Product and related services.
- 1.3 Restrictions on Use. Customer will not: (a) modify, alter or improve the Product; (b) rent, lease, license, loan, resell, transfer, distribute or otherwise make the Product or the related services available to any third party without the prior written consent of the Company; (c) reverse engineer the Product (or any component thereof), or decompile or disassemble any software or firmware components of the Product, or authorize a third party to do any of the foregoing; or (d) mortgage, pledge or encumber the Product in any way.
- 1.4 Privacy. The Company shall use personally identifiable information of Customer only for the purpose of providing the services under this Agreement to Customer. The Company may use aggregated non-personally identifiable information derived from information provided by Customer, including but not limited to for the purpose of improving the Product and related services.
- 1.5 Confidentiality. Customer will upload video and audio evidence to the Product. Company will not provide access to the transcription or the underlying data or disseminate the transcription or the underlying data to anyone without the written consent of Customer.

Company will treat as confidential the data obtained from Customer. Customer's transmission of this data does not constitute any waiver of attorney-client privilege, work product privilege, or confidentiality.

2. FEEDBACK. All feedback, comments, and suggestions for improvements that Customer provides to Company hereunder are referred to collectively as "**Customer Feedback**".

3. OWNERSHIP. Customer acknowledges and agrees that all Customer Feedback will be the sole and exclusive property of Company. Customer hereby irrevocably transfers and assigns to Company and agrees to irrevocably assign and transfer to Company all of Customer's right, title, and interest in and to all Customer Feedback, including all worldwide patent rights (including patent applications and disclosures), copyright rights, trade secret rights, and other intellectual property rights (collectively, "**Intellectual Property Rights**") therein. At Company's request and expense, Customer will execute documents and take such further acts as Company may reasonably request to assist Company to acquire, perfect and maintain its Intellectual Property Rights and other legal protections for the Customer Feedback. Customer acknowledges and agrees that, as between the parties, Company own all right, title, and interest in and to the Product and related services, including all Intellectual Property Rights therein, even if Company incorporates any Customer Feedback into subsequent versions of the Product. Customer will not earn or acquire any rights or licenses in the Product or in any Company Intellectual Property Rights on account of this Agreement or Customer's performance under this Agreement.

4. DISCLAIMERS.

4.1 Warranty Disclaimers. Customer acknowledges that the Product is being provided "AS IS." COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

4.2 No Warranty. Company does not warrant that the services related to the Product and the Product will be uninterrupted, reliable, accurate, available, error free, and free from unauthorized access. Use of the Product and related services, including use of any analysis or information provided in connection thereto, by Customer or any third party shall be at Customer's sole risk and liability.

4.3 Third Party Providers. Customer acknowledges that certain services related to the Product are provided or dependent upon by third party providers. The Company is not responsible for any act or omission or the availability or quality of any products or services provided by such third parties.

5. LIMITATION ON LIABILITY. IN NO EVENT WILL COMPANY BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE INSTALLATION OR USE OF OR INABILITY TO USE THE

PRODUCT OR RELATED SERVICES OR FOR ANY ERROR OR DEFECT IN THE PRODUCT, INCLUDING INCORRECT DETERMINATION OF LOCATION, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

6. TERM AND TERMINATION.

6.1 Term. The parties may extend the term of this Agreement on terms and conditions agreed between the parties.

6.2 Effect of Termination. Upon any termination or expiration of this Agreement, Customer's right to use the services provided by the Company in connection with the Product will automatically terminate.

6.3 Survival. The provisions of Sections 1.3, 2, 3, 4, 5, 6.2, 6.3, and 7 will survive any termination or expiration of this Agreement.

7. GENERAL PROVISIONS.

7.1 Assignment. Customer may not assign this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of Company. Any attempted assignment without such consent will be null and of no effect.

7.2 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois (excluding its body of law controlling conflicts of law).

7.3 Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision will be construed so as to be enforceable to the maximum extent permissible by law, and the remaining provisions of the Agreement will remain in full force and effect.

7.4 Waiver. The waiver of any breach or default will not constitute a waiver of any other right hereunder or of any subsequent breach or default.

7.5 Entire Agreement. This Agreement and the attached exhibits constitute the entire and exclusive agreement between the parties pertaining to the subject matter hereof, and supersede any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

7.6 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

JusticeText Inc.

Name: Devshi Mehrotra

Title: CEO

Signature: _____

Date: _____

DuPage County Public Defender

Name: _____

Title: _____

Signature: _____

Date: _____



DuPage County
 Finance Department
 Procurement Division
 421 North County Farm Road
 Room 3-400
 Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	JusticeText Inc.
CONTACT PERSON:	Devshi Mehrotra
CONTACT EMAIL:	devshi@justicetext.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- Yes
- No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

Yes

No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/


The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Devshi Mehrotra

Signature: 

Title: CEO

Date: 5/27/2026



JPS Requisition under \$30,000

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

File #: 26-1760

Agenda Date: 6/16/2026

Agenda #: 6.E.



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#: 26-1662	RFP, BID, QUOTE OR RENEWAL #: 24-060-SHF	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$14,139.23
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 06/16/2026	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$56,556.92
	CURRENT TERM TOTAL COST: \$18,242.95	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Stericycle, INC	VENDOR #: 10750	DEPT: Sheriff	DEPT CONTACT NAME: Commander John Putnam
VENDOR CONTACT: Joe Salaga	VENDOR CONTACT PHONE: 847-943-6604	DEPT CONTACT PHONE #: 630-407-2050	DEPT CONTACT EMAIL: john.putnam@dupagesheriff.org
VENDOR CONTACT EMAIL: jsagala@stericycle.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). This contract is for providing supplies; along with pick up and disposal of potentially infectious medical waste from the DuPage County Sheriff's Office. This is the second of three renewals.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Potentially infectious waste requires special considerations for disposal			

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

SECTION 3: DECISION MEMO	
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Stericycle. INC	Vendor#: 10750	Dept: Sheriff	Division: Budget Support
Attn: Joe Salaga	Email: jsagala@stericycle.com	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagsheriff.org
Address: 2355 Waukegan RD	City: Bannockburn	Address: 501 N County Farm RD	City: Wheaton
State: IL	Zip: 60015	State: IL	Zip: 60187
Phone: 866-978-3744	Fax: 800-507-8052	Phone: 630.407.2212	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Stericycle, INC	Vendor#: 10750	Dept: Sheriff	Division: Corrections
Attn: Cash Apps Dept	Email: cashapps@stericycle.com	Attn: Commander John Putnam	Email: john.putnam@dupagsheriff.org
Address: PO Box 6575	City: Carol Stream	Address: 501 N County Farm Rd	City: Wheaton
State: IL	Zip: 60197	State: IL	Zip: 60187
Phone: 866-783-7422	Fax: 866-505-8121	Phone: 630.407.2050	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 1, 2026	Contract End Date (PO25): Jun 30, 2027

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		Medical Waste Disposal	FY26	1000	4410	53240		7,601.22	7,601.22
2	1	EA		Medical Waste Disposal	FY27	1000	4410	53240		10,641.73	10,641.73
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 18,242.95

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



**THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
INFECTIOUS MEDICAL WASTE DISPOSAL 24-060-SHF
BID TABULATION**

✓

NO.	ITEM	UOM	QTY	Stericycle, Inc		MedXwaste	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Medical Waste Container Pick-Up - 51 gallon capacity	EA	300	\$ 32.50	\$ 9,750.00	NO BID	
1.1	Medical Waste Container Pick-Up - 30 gallon capacity	EA	510	NO BID		\$ 28.00	\$ 14,280.00
2	Additional On Call Pick-Up	EA	1	\$ 32.50	\$ 32.50	\$ 85.00	\$ 85.00
3	State of Illinois Manifest Fee	EA	1	NO CHARGE		\$ 4.00	\$ 4.00
4	Sharps Container - 1 qt. capacity, red, packed 100/case	CS	3	\$ 195.71	\$ 587.13	\$ 295.00	\$ 885.00
5	Sharps Container - 5 qt. capacity, beige, packed 20/case	CS	12	NO BID		\$ 65.75	\$ 789.00
5.1	Sharps Container - 5 qt. capacity, beige, packed 32/case	CS	8	\$ 129.83	\$ 1,038.64	NO BID	
6	Sharps Container - 8 qt. capacity, red, packed 10/case	CS	48	NO BID		NO BID	
6.1	Sharps Container - 8 qt. capacity, beige, packed 20/case	CS	24	\$ 113.79	\$ 2,730.96	\$ 86.25	\$ 2,070.00
GRAND TOTAL				\$ 14,139.23			\$ 18,113.00

NOTES

1. There are three (3) changes to Stericycle's bid tab:
 - a. For Item 5, pricing was provided for an alternate case size of 32 per case. Due to the larger case size, the QTY was reduced to 8 to account for equivalent usage. This resulted in an extended price of \$1,038.64.
 - b. For Item 6, pricing was provided for an alternate case size of 20 per case. Due to the larger case size, the QTY was reduced to 24 to account for equivalent usage. This resulted in an extended price of \$2,730.96.
 - c. Adjusted Grand Total decreased from \$18,242.95 to \$14,139.23.
2. There is one (1) change to MedXwaste's bid tab:
 - a. For Item 6, pricing was provided for an alternate case size of 20 per case. Due to the larger case size, the QTY was reduced to 24 to account for equivalent usage. This resulted in an extended price of \$2,070.00.

Bid Opening 6/6/2024 @ 2:30 PM	BR, VC
Invitations Sent	135
Total Vendors Requesting Documents	0
Total Bid Responses	2



The County of DuPage
 Finance Department
 Procurement Division, Room 3-400
 421 North County Farm Road
 Wheaton, Illinois 60187

CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Stericycle, Inc. located at 2355 Waukegan Rd., Bannockburn, IL 60015 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #24-060-SHF which became effective on 7/1/2024 and which will expire 6/30/2026. The contract is subject to the two 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 6/30/2027.

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

THE COUNTY OF DUPAGE

CONTRACTOR

SIGNATURE

SIGNATURE

Steve Pasko

PRINTED NAME

Joseph Sagala

PRINTED NAME

Buyer I

PRINTED TITLE

Government Account Executive

PRINTED TITLE

DATE

5/13/2026

DATE

SECTION 7 - BID FORM PRICING

The quantities listed are for bid canvassing purposes only and shall not be considered a guarantee of work. Pricing for Medical Waste Container Pick-Up shall include the cost of containers, removal of waste, hauling of waste to an appropriate disposal facility and the disposal of the waste.

SECTION 1

NO	ITEM	UOM	QTY		PRICE	EXTENDED PRICE
MEDICAL WASTE CONTAINER PICK-UP – 51-GALLON CAPACITY						
1	Medical Waste Container Pick-Up - 51-gallon capacity	EA	300		\$ 32.50/ _{box}	\$ 9,750.00
2	Additional On Call Pick-Up	EA	1		\$ 32.50/ _{box}	\$ 32.50
3	State of Illinois Manifest Fee	EA	1		\$ 0.00	\$ 0.00
NO	ITEM	UOM	ALT	QTY	PRICE	EXTENDED PRICE
SHARPS CONTAINERS						
4	Sharps Container - 1 qt. capacity, red, packed 100/case	CS		3	\$ 195.71	\$ 587.13
5	Sharps Container - 5 qt. capacity, beige, packed 20/case ^{32/case}	CS		12	\$ 129.83	\$ 1,557.96
6	Sharps Container - 8 qt. ^{9qt} capacity, red, packed 10/case	CS		48	\$ 131.57	\$ 6,315.36
SECTION 1 TOTAL						\$ 18,242.95
SECTION 1 TOTAL (In words) <i>Eighteen-Thousand, Two-Hundred Forty-Two Dollars and Ninety-Five Cents</i>						

★ Please see attached for additional information.

SECTION 2: ALTERNATIVE PRICING


The Contractor may elect to provide pricing for pick-ups of an alternative size Medical Waste Container below. The Contractor shall enter the proposed frequency of container pick-up in the space provided.

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Medical Waste Container Pick-Up Container Size: _____	EA		\$	\$
2	Additional On Call Pick-Up	EA	1	\$	\$
3	State of Illinois Manifest Fee	EA	1	\$	\$

Frequency of pickups: _____/month or _____/week

SECTION 8 - BID FORM SIGNATURE PAGE

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

X  Government Account Executive
(Signature and Title)

CORPORATE SEAL
(If available)

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

Subscribed and sworn to before me this 3 day of June AD, 2024

 My Commission Expires: 4/25/2027
(Notary Public)



SEAL

**SECTION 9 - MANDATORY FORM
INFECTIOUS MEDICAL WASTE DISPOSAL 24-060-SHF**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Stericycle, Inc.		
Main Business Address	2355 Waukegan Road		
City, State, Zip Code	Bannockburn, IL 60015		
Telephone Number	866-783-7422	Email Address	government@stericycle.com
Bid Contact Person	Joseph Sagala		

The undersigned certifies that he is:

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

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

<u>Cindy Miller</u> (President or Partner)	<u>Cory White</u> (Vice-President or Partner)
<u>N/A</u> (Secretary or Partner)	<u>Janet Zelenka</u> (Treasurer or Partner) EVP + CFO

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

Addenda No. 1, _____, _____, and _____ issued thereto.

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

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

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

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

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

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

Finally, the Bidder, 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 bidding schedule (subject to unit quantity adjustments based upon actual usage).

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	<i>Stericycle, Inc.</i>	NAME	<i>Stericycle, Inc.</i>
CONTACT	<i>Joseph Sagala</i>	CONTACT	<i>Cash Apps Department</i>
ADDRESS	<i>2355 Waukegan Road</i>	ADDRESS	<i>28883 Network Place</i>
CITY ST ZIP	<i>Bannockburn, IL 60015</i>	CITY ST ZIP	<i>Chicago, IL 60673</i>
TX	<i>866-783-7422</i>	TX	<i>866-783-7422</i>
FX	<i>866-783-7432</i>	FX	<i>866-505-8121</i>
EMAIL	<i>government@stericycle.com</i>	EMAIL	<i>effus.finance@stericycle.com</i>
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Sheriff's Office 501 North County Farm Road Wheaton, IL 60187 TX: (630) 407-2000		DuPage County Sheriff's Office 501 North County Farm Road Wheaton, IL 60187 TX: (630) 407-2000 EMAIL: colleen.zbilski@dupagesheriff.org	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DESTINATION, DELIVERED AND INSTALLED
(FREIGHT INCLUDED IN PRICE)



REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	24-060-SHF
COMPANY NAME:	<i>Stericycle, Inc.</i>
CONTACT PERSON:	<i>Joseph Sagala</i>
CONTACT EMAIL:	<i>jsagala@stericycle.com</i>

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- Yes
 No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

- Yes
- No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

[Ethics | DuPage Co. IL](#)

The full text of the County's Procurement Ordinance is available at:

[ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library](#)

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Joseph Sagala Signature: 

Title: Government Account Executive Date: 5/13/2026



Judicial/Public Safety Resolution

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

File #: JPS-R-0016-26

Agenda Date: 6/16/2026

Agenda #: 7.E.2.

AMENDMENT TO CONTRACT 24-060-SHF
ISSUED TO STERICYCLE, INC.
TO PROVIDE WASTE REMOVAL FOR THE DUPAGE COUNTY JAIL
FOR THE SHERIFF'S OFFICE
(ONE-TIME PRICE INCREASE OF 2%)

WHEREAS, on June 16, 2026, through Contract 24-060-SHF, the Judicial and Public Safety Committee approved a renewed contact to provide waste removal for the DuPage County Jail (hereinafter the "CONTRACT") between the County of DuPage (hereinafter the "COUNTY") and Stericycle, Inc. (hereinafter "THE CONTRACTOR"); and

WHEREAS, the current cost of the CONTRACT, by and through the Sheriff's Office, is \$18,242.95; and

WHEREAS, after consultation with CONTRACTOR, the COUNTY and CONTRACTOR seek to apply a one-time price increase of 2%; and

WHEREAS, the Judicial and Public Safety Committee recommends approving the expansion of the scope of the CONTRACT for a one-time price increase of 2%; and

WHEREAS, all other provisions of the CONTRACT not expressly changed in the Amendment shall remain the same in their entirety.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board adopts and approves this Amendment to Contract 24-060-SHF, issued to Stericycle, Inc., to apply a one-time price increase of 2%; and

BE IT FURTHER RESOLVED that one (1) original copy of this Amendment be transmitted to Stericycle, Inc. at 2355 Waukegan Road, Bannockburn, IL 60015, by and through the Sheriff's Office.

Enacted and approved this 23rd day of June, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE
COUNTY**

FINANCE DEPARTMENT

630-407-6100

www.dupagecounty.gov/finance

CONTRACT AMENDMENT

DuPage County - Procurement Division

Contract Number: 24-060-SHF

Contract Amendment No. 1

Effective July 1, 2026

This Contract is Amended to include the following specifications:

Contract Number: 24-060-SHF

INFECTIOUS MEDICAL WASTE DISPOSAL

1) One-time price increase of two percent (2%), as specified in Exhibit A, attached hereto.

All other provisions of the contract not expressly changed herein shall remain the same in their entirety.

The parties represent and warrant to each other that each party has full power, authority and legal right to execute, deliver and perform this Amendment and the execution, delivery & performance hereof have been duly authorized by all necessary actions.

IN WITNESS, WHEREOF the undersigned duly authorized representative of the parties has executed this Amendment as of the date below written.

THE COUNTY OF DUPAGE, ILLINOIS

STERICYCLE

By: _____

By: _____

SIGNATURE

SIGNATURE

Valerie Calvente

Joseph Sagala

PRINTED NAME

PRINTED NAME

Chief Procurement Officer

Government Account Executive

PRINTED TITLE

PRINTED TITLE

DATE

DATE

6/10/2026



May 12, 2026

Steve Pasco
DuPage County Finance - Procurement
421 N. County Farm Road
Wheaton, IL 60187

Contract #24-060-SHF - Option Renewal Term: July 1, 2026 through June 30, 2027

Dear Steve,

Stericycle, Inc. accepts The County of DuPage exercising their second option to renew their current contract for an additional twelve (12) month term (7/1/2026-6/30/2027) for infectious medical waste disposal services for the Sheriff's Office and Jail (#3000911085). Stericycle requests that a price adjustment of two percent (2%) be implemented to the current rates for the upcoming option renewal term. The following pricing would be applicable for the upcoming option renewal term based on the requested price adjustment:

RMW Second Option Renewal Term Pricing Details for DuPage County Sheriff's Office/Jail		
Description	Unit	Rate
Per Container Disposal Fee (51 Gallon Box)	EACH	\$33.15

Sharps Container Second Option Renewal Term Pricing Details for DuPage County Sheriff's Office/Jail		
Description	Unit	Rate
1 Quart (100 containers/case)	CASE	\$199.62
5 Quart (32 containers/case)	CASE	\$132.43
8 Quart (20 containers/case)	CASE	\$116.07
8 Gallon (10 containers/case)	CASE	\$134.20

Please let us know if you have any questions or need any additional information.

Sincerely,



Joseph Sagala
Government Account Executive
Stericycle, Inc.



Finance Resolution

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

File #: FI-R-0088-26

Agenda Date: 6/16/2026

Agenda #: 8.K.

RESOLUTION
AUTHORIZING THE ADDITION OF ONE (1) FULL-TIME HEADCOUNT
TO THE STAFF OF THE CORONER'S OFFICE

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 ensure efficient and effective County operations.

NOW, THEREFORE, BE IT RESOLVED, that the headcount for the Coroner's office and personnel budget for the Coroner's office be revised to reflect the addition of an increase of headcount by one deputy coroner. Wages and benefits will be paid from the Coroner's Fee Fund for Fiscal Year 2026 **permanently**.

Full-Time

1300-4130-50000 (1) Deputy Coroner
Salary range beginning at \$47,972

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 23rd, day of June, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

Authorized Personnel Headcount Revision

Department Name: Coroner Dept. Fund and Number: 1300-4130 Parent Committee Approval: JPS

Addition or Deletion/#	Status	Job Code	Job Title / Salary Grade	Bi-Weekly Hrs.	Salary Range		Actual / Hiring Salary	Benefit Cost	Total Annual Cost
					Min	Max			
Addition (1) Position	1010	2325U	Deputy Coroner	80.0	Min	N/A	\$49,004.00	\$17,151.40	\$66,155.40
					Mid				
					Max				
					Min				
					Min				
					Mid				
					Max				
					Min				

Status:	
Full-Time:	1010
Part-Time:	1070
Temporary:	1040

Benefit Cost:	
Full-Time:	35%
Part-Time:	15%
Temporary:	8%

Reason for Changes: Our office has operated with 10 deputy coroners since 2008. One additional headcount was approved for FY 2026. We have filled this new headcount, and the deputy is in training. The collective bargaining agreement mandates that deputy coroners work 12-hour shifts. The approval of only one position leaves half the staffing short, as we work in two teams.

Death investigations have increased 77% from 3,780 in 2007 to 6,695 in 2025. An increase in headcount is required to compensate for the increased workload. One more deputy coroner is needed to conduct additional on-site investigations to be in compliance with the State of Illinois statutes. The number of on-site investigations has grossly diminished over these years due to staffing shortages. In addition to aligning our office with Illinois law, the additional deputy will reduce overtime, reduce the number of hours a deputy coroner is working alone at night, reduce the turnaround time for cremation permits and death certificates, and provide excellent service to the people of DuPage County.

Our senior-most deputy coroner has informed us that he will retire on 06/05/2026. We currently have a deputy coroner out on a 12-week FMLA that started 04/22/2026. We are requesting a double-fill for a deputy coroner

position, temporary-to-permanent, to fill this absence. In addition, the average training for a new deputy is approximately 6 months. It would likely be a short time with a double fill as June 5, is very soon.

Net Cost: \$66,155.40
OR
Net Savings: _____

Department Head/Elected Official Authorization: _____

Human Resources Authorization: N/A _____

g:resolutf:headcoun:



Finance Resolution

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

File #: FI-R-0091-26

Agenda Date: 6/16/2026

Agenda #: 8.B.

ACCEPTANCE AND APPROPRIATION OF
THE TOBACCO ENFORCEMENT PROGRAM GRANT PY27
INTERGOVERNMENTAL AGREEMENT NO. 43CFZ03636
COMPANY 5000 - ACCOUNTING UNIT 4530
\$7,531

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

WHEREAS, the County of DuPage, through the DuPage County Sheriff's Office, has been notified by the Illinois Department of Human Services that grant funds in the amount of \$7,531 (SEVEN THOUSAND FIVE HUNDRED THIRTY-ONE AND NO/100 DOLLARS) are available to conduct a Tobacco Enforcement Program; and

WHEREAS, to accept this grant award, the County of DuPage must enter into Intergovernmental Agreement No. 43CFZ03636 with the Illinois Department of Human Services, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the term of the Inter-Governmental Agreement is from July 1, 2026, through June 30, 2027; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Intergovernmental Agreement No. 43CFZ03636 (ATTACHMENT II) between DuPage County and the Illinois Department of Human Services be and is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$7,531 (SEVEN THOUSAND FIVE HUNDRED THIRTY-ONE AND NO/100 DOLLARS) be made to establish the Tobacco Enforcement Program Grant PY27, Company 5000 - Accounting Unit 4530, for the period July 1, 2026 through June 30, 2027; and

BE IT FURTHER RESOLVED by the DuPage County Board that the DuPage County Sheriff's Office is authorized to sign the Intergovernmental Agreement as an Authorized Representative; and

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

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

Enacted and approved this 23rd day of June, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ACCEPTANCE AND APPROPRIATION TO ESTABLISH THE
TOBACCO ENFORCEMENT PROGRAM GRANT PY27
INTERGOVERNMENTAL AGREEMENT NO. 43CFZ03636
COMPANY 5000 – ACCOUNTING UNIT 4530
\$7,531

REVENUE

41400-0002 - State Operating Grant - IDHS \$ 7,531

TOTAL ANTICIPATED REVENUE \$ 7,531

EXPENDITURES

PERSONNEL

50010-0000 - Overtime \$ 5,471
51010-0000 - Employer Share I.M.R.F. 1,642
51030-0000 - Employer Share Social Security 418

TOTAL PERSONNEL \$ 7,531

TOTAL ADDITIONAL APPROPRIATION \$ 7,531

GRANT AGREEMENT

BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF HUMAN SERVICES
AND
DUPAGE COUNTY DEPARTMENT OF

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

PART ONE – The Uniform Terms

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

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

DEPARTMENT OF HUMAN SERVICES

DUPAGE COUNTY DEPARTMENT OF

By: _____
Signature of Dulce Quintero, Secretary

By: _____
Signature of Authorized Representative

Date: _____

Date: _____

Designee Name: _____

Printed Name: _____

Designee Title: Contract Obligations Analyst

Printed Title: _____

E-mail: mary.keating@dupagecounty.gov

By: _____
Signature of Second Grantor Approver, if applicable

FEIN:

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantor Approver

By: _____

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Date: _____

Printed Name: _____

Printed Name: _____

Printed Title: _____

Printed Title: _____

Third Grantor Approver

Second Grantee Approver
(optional at Grantee's discretion)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II
AWARD INFORMATION

2.1 Term. This Agreement shall be effective on Jul 1, 2026 and expires on Jun 30, 2027 (the TERM), unless terminated pursuant to this Agreement.

2.2 Amount of Agreement. Grant Funds (check one) [] must not exceed or [X] are estimated to be \$7,531.00, of which \$0.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

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

Refer to "Exhibit F - Payment" for your organization's payment terms for this award

2.4 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is See ExhibitA, the Federal awarding agency is See ExhibitA, and the Federal Award date is See ExhibitA. If applicable, the Assistance Listing Program Title is See ExhibitA and Assistance Listing Number is. The Catalog of State Financial Assistance (CSFA) Number is See ExhibitA and CSFA Name is See ExhibitA. If applicable, the State Award Identification Number (SAIN) is Not Applicable.

ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS

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

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

3.2. Tax Identification Certification. Grantee certifies that: 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):

- [] Individual
[] Sole Proprietorship
[] Partnership
[] Corporation (includes Not For Profit)
[] Medical Corporation
[X] Governmental Unit
[] Estate or Trust
[] Pharmacy-Non Corporate
[] Pharmacy/Funeral Home/Cemetery Corp.
[] Tax Exempt
[] Limited Liability Company (select applicable tax classification)
[] P = partnership
[] 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 or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) 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)(10), (b)(11).

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, Sections 2, 1001, 1343 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 Government-wide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs, 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)(9) 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(g)(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 applicable 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 reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU) or on **Exhibit E** pursuant to specific conditions. 2 CFR 200.328(b). 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 either **PART TWO** or **PART THREE** (approved as an exception by GATU), or on **Exhibit E** pursuant to specific 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 project or program 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 reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. 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 \$1,000,000 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 \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 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 \$750,000 in State-issued Awards, but expends at least \$500,000 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 \$1,000,000 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 \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

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

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

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

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

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

(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 and if this termination is permitted in the terms and conditions of the Award, which must be detailed 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 follow all applicable requirements set forth in 2 CFR 200.332.

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).

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 200.112; 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 200.317-200.327 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, to the greatest extent practicable and consistent with law, Grantee must, 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 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). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee 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 (including equipment), 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. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. 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.

22.12. 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.

22.13. 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.

22.14. 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.

22.15. 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.

22.16. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A
PROJECT DESCRIPTION

FEDERAL PROGRAM NAME: STATE PROGRAM NAME: TOBACCO ENFORCEMENT PROGRAM
PURPOSE OF GRANT

ACCOUNT_LINE(s) SUMMARY:

Acct.Line#: 1

CSFA Number: 444-42-3938

Appropriation FY: 2027

Appropriation Code: 0733.44442.4900.000000NE

WBS Element: 444DSUPR27-TEPPPC22-SA11

Sponed. Prog: TEPP

Appropriation Amount: \$7,531.00

These funds are Used/Reported by the Provider as Federal Funds: No

Use by DHS as Maintenance of Effort (MOE): No

Use by DHS as Matching Funds: No

Assistance Listing Program Number: N/A

Assistance Listing Program Title: N/A

FAIN Number: N/A - FAIN Award Agency: N/A

FAIN Award Date: N/A

The following information defines the scope of service for the Tobacco Enforcement Program (TEP) for compliance monitoring of tobacco retail establishments across Illinois to assure that Tobacco products are not sold to individuals under 21 as defined by state or local law. The TEP establishes a program of local compliance monitoring to be implemented by municipalities across Illinois. Applicants are to conduct three compliance checks by contracting with individuals under 21 who will attempt to purchase tobacco products through three supervised visits at tobacco retailers where individuals under 21 can legally enter. Tobacco retailers included in the unannounced compliance checks are to be provided with information on what constitutes illegal sales to individuals under 21 provided by the state. Three rounds of unannounced compliance checks during a specific period of all retailers by supervised minors of tobacco retailers within a municipality will complete the requirements of this program.

"Tobacco product" means any product containing or made from tobacco that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff, snus, and any other smokeless tobacco product which contains tobacco that is finely cut, ground, powdered, or leaf and intended to be placed in the oral cavity. "Tobacco product" includes any component, part, or accessory of a tobacco product, whether or not sold separately.

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment

EXHIBIT A
PROJECT DESCRIPTION

of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 U.S.C. 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

EXHIBIT B
DELIVERABLES

1. Reporting Requirements:

- A. Time Period for Required Periodic Financial Reports. Unless a different reporting requirement is specified in Exhibit E, grantee shall submit financial reports to Grantor pursuant to Paragraph 10.1 using Grantor monthly expenditure payment voucher form submitted no later than 15 days after the month ends.
- B. Time Period for Close-out Reports. Grantee shall submit a Close-out Report pursuant to Paragraph 10.2 using Grantor form no later than 30 days after this Agreement's end of the period of performance or termination.
- C. Time Period for Required Periodic Performance Reports. Unless a different reporting requirement is specified in Exhibit E, grantee shall submit Performance Reports to Grantor pursuant to Paragraph 11.1 and such reports must be submitted no later than 30 days after the end of each quarter during the grant year.
- D. Time Period for Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, pursuant to Paragraph 11.2 using Grantor form or format no later than 30 days after this Agreement's end of the period of performance or termination.

2. Assure that law enforcement personnel implementing the program are trained through an Illinois Law Enforcement Training and Standards Board (ILETSB) state certified class (to be offered by IDHS DBHR vendor) or have received prior approved training within the last five years. Documentation of prior training may be requested at any point during the contract year or if audited.

3. Hire and train local 16-year-old through 20 year-old youth, based upon tobacco ordinance, in tobacco retailer compliance visit processes that assures safety first. Submit proof of age and the completed Minor Participation Packet for each minor to IDHS DBHR by June 30, 2027 or when requested after Compliance Checks.

4. Submit completed Provider Performance Reports according to form instructions to IDHS DBHR each quarter by the 30th of the following month.

5. Provide tobacco retailers within municipality 2027 educational materials provided by IDHS DBHR regarding sales to minors. Submit grantee signed Tobacco Retailer Education Log to DHS October 31, 2026, and invoice for the total number of tobacco retailers educated to IDHS DBHR by November 10, 2026. See Exhibit C for payment terms.

6. Conduct a round of tobacco compliance checks of all tobacco retailers within municipality according to applicable state laws and regulations by December 21, 2026. Respond to violations according to applicable state laws/regulations and local regulations.

7. Complete the Tobacco Enforcement Program Summary Report on first round of compliance

EXHIBIT B
DELIVERABLES

checks. Submit form to IDHS DBHR by January 10, 2027.

8. Conduct a second round of tobacco compliance checks of all tobacco retailers within municipality according to applicable state laws and regulations by March 31, 2027. Respond to violations according to applicable state laws/regulations and local regulations.

9. Complete the Tobacco Enforcement Program Summary Report on the second round of compliance checks. Submit form to IDHS DBHR by April 10, 2027.

10. Conduct a third round of tobacco compliance checks of all tobacco retailers within municipality according to applicable state laws and regulations by June 12, 2027, Respond to violations according to applicable state laws/regulations and local regulations.

11. Complete the Tobacco Enforcement Program Summary Report on third round of compliance checks and submit invoice for the total number of tobacco retailers that received three rounds of compliance checks to IDHS DBHR by June 20th, 2027.

12. The grantees may have additional time granted for activities if needed to obtain additional underage agents, change in grantee status including but not limited to, promotions, retirement, lack of staff etc; this exception is only effective until the end of the current fiscal year end contract".

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

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

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: CHEMETHA BAKER
Title: _____
Address: 401 S Clinton St
Chicago, IL 60607-3800

E-mail Address: chemetha.baker@illinois.gov

GRANTEE CONTACT

Name: Mary Keating
Title: Director
Address: 421 N County Farm Rd
Wheaton, IL 60187-3978

E-mail Address: mary.keating@dupagecounty.gov

GRANTEE PAYMENT ADDRESS
(If different than the address above)
Address:

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: CHEMETHA BAKER
Title: _____
Address: 401 S Clinton St
Chicago, IL 60607-3800

Phone: 312-814-2311
TTY #: _____
E-mail Address: chemetha.baker@illinois.gov

GRANTEE CONTACT

Name: Mary Keating
Title: Director
Address: 421 N County Farm Rd
Wheaton, IL 60187-3978

Phone: 630-407-6457
TTY #: _____
E-mail Address: mary.keating@dupagecounty.gov

EXHIBIT D
PERFORMANCE MEASURES

- 1.All quarterly Provider Performance Reports are submitted as indicated.
- 2.All tobacco retailers within municipality are provided with educational materials pertaining to sales to minors and Tobacco Retailer Education Log submittal to DHS October 31, 2026, and invoice submitted by November 10, 2026. See Exhibit B #3, and #4.
- 3.First round of tobacco compliance checks completed by December 21, 2026.
- 4.First round Tobacco Enforcement Program Summary Report submitted by January 10, 2027.
- 5.Second round of tobacco compliance checks completed by March 31, 2027.
- 6.Second round Tobacco Enforcement Program Summary Report submitted by April 10, 2027.
- 7.Third round of tobacco compliance checks completed by June 12, 2027.
- 8.Third round Tobacco Enforcement Program Summary Report and invoice submitted by June 20th, 2027.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

EXHIBIT D
PERFORMANCE STANDARDS

1.100% of quarterly Provider Performance Reports are submitted as indicated.

2.100% of tobacco retailers within municipality are provided with educational materials pertaining to sales to minors and Tobacco Retailer Education Log and invoice submitted by November 10, 2026. See Exhibit B #3, and #4.

3.At least 90% of first round tobacco compliance checks are completed by January 09, 2027.

4.100% first round Tobacco Enforcement Program Summary Report received by January 10, 2027.

5.At least 90% of second round tobacco compliance checks completed by March 30, 2027.

6.100% second round Tobacco Enforcement Program Summary Report and invoice received by April 10, 2027.

7.At least 90% of third round tobacco compliance checks completed by June 12,2027.

8.100% third round Tobacco Enforcement Program Summary Report and invoice received by June 20, 2027.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

EXHIBIT E
SPECIFIC CONDITIONS

N/A

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

**EXHIBIT F
PAYMENT**

Grant Budget previously funded by Fixed Rates will now use the Uniform Grant Budget and enter the Services and Rates under the Grant Exclusive Line Items. The Personnel, Fringe, Occupancy, and other expenditure lines are to be left blank.

Uniform Grant Budget payments will be processed upon receipt of invoice using the Expenditure Payment Voucher (EPV) provided it is completed correctly without having to be returned. The payment method for this award is post services provision Uniform Grant Budget payments based upon accepted Tobacco Retailer Education Log, Tobacco Enforcement Program Summary Reports, and EPVs.

Rates to be utilized:

Invoice calculations will employ the posted rates for the services. Provider will deliver services in accordance to Exhibit B.

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive
		(# of Retailors)		Line-Item	Cost
Retailor Education1	Rate	\$55.00	1	\$55.00	
Compliance Check 11	Rate	\$36.00	1	\$36.00	
Compliance Check 21	Rate	\$36.00	1	\$36.00	
Compliance Check 31	Rate	\$36.0	1	\$36.00	
Record Maintenance1	Rate	10%	1	\$16.30	
State Total		\$180.00			

Amount Requested from the State must be a whole number (no pennies). State total in example reflects rounding up.

Financial Reporting Requirements

A. Submission Periodic Financial Reports (PFR):

The Providers will submit reporting to the Division of Division of Behavioral Health (DBH) on a quarterly basis, utilizing the Periodic Financial Report (GOMBGATU-4002). Quarterly reports will be submitted no later than 15 days after end of each report period. 1st Quarter Reports are due No Later Than (NLT) October 15th, 2nd Quarter Reports are due NLT January 15th, 3rd Quarter Reports are due NLT April 15th, 4th Quarter Reports are due NLT July 15th. These reports are to be email to your grant manager and DHS.DBHR.SUDVouchers@illinois.gov with the subject line stating: PFR, the Reporting Quarter, and Provider Organization Name. All PFRs should be returned in the Excel format, with electronic signature.

For Expenditure based grants:

B. The Monthly Grant Invoice (IL444-5257) is required for submitting financial information. The Monthly Grant Invoice report will be submitted no later than 15 days following the month of expense. The July Monthly Grant Invoice Report are due No Later Than (NLT) August 15th, August Monthly Grant Invoice Report is due NLT September 15th, September Monthly Grant Invoice Report is due NLT October 15th, and so on. The Monthly Grant Invoices are to be email to your grant manager and DHS.DBHR.SUDVouchers@illinois.gov

EXHIBIT F
PAYMENT

with the subject line stating: Monthly Grant Invoice, the Reporting Month, and Provider Organization Name.

C. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

D. Provider will submit a program narrative by September 30th (or as designated by the program staff) that clearly identifies program goals, targets or planned work outputs, method of accomplishment, a timeline for completion, anticipated subcontracting activity, and desired results; program narrative must align with the budget narrative submitted in CSA.

Failure to comply with these reporting requirements could result in the Department placing you on the stop pay list, withholding of funds, termination of the grant agreement and subject to the Grant Funds Recovery Act.

Or

For Fixed rate Grants:

B. Submission for Reporting Expenditures:

DARTS Mobius reports and year to date DARTS reporting are both generated monthly by IDHS. Providers must submit all billing into the DARTS system no later than the 2nd Monday of the month by 5:00 pm CST, following the month of service. (For year-end billing, it must be entered no later than the first Monday of August by 5:00 pm CST) SUPR will employ the monthly DARTS processing reports for processing payments monthly. As a Fixed Rate award all payments processed for this contract are based upon DARTS accepted year to date services reporting related to services provided by the vendor. Payments will be made based upon year-to-date earnings, and if applicable IDHS available federal Substance Abuse Prevention and Treatment block grant needed to process the payment.

C. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

D. Provider will submit a program narrative by September 30th (or as designated by the program staff) that clearly identifies program goals, targets or planned work outputs, method of accomplishment, a timeline for completion, anticipated subcontracting activity, and desired results; program narrative must align with the budget narrative submitted in CSA.

Failure to comply with these reporting requirements could result in the Department placing you on the stop pay list, withholding of funds, termination of the grant agreement and subject to the Grant Funds Recovery Act.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

PART TWO –GRANTOR-SPECIFIC TERMS

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

**ARTICLE XXIII
ADDITIONAL CERTIFICATIONS**

23.1 **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications legally apply to Grantee:

(a) **Adult Protective Services Act.** Grantee certifies that it is in compliance with the Adult Protective Services Act to protect people with disabilities who are abused, neglected or financially exploited and who, because of their disability, cannot seek assistance on their own behalf. Anyone who believes a person with a disability living in a domestic setting is being abused, neglected or financially exploited must file a complaint with the Illinois Department on Aging. Grantee has an obligation to report suspected fraud or irregularities committed by individuals or other entities with whom it interacts on Grantor's behalf and should make a report to the appropriate program office (320 ILCS 20/1 *et seq.*).

(b) **Grant Award Requirements.** Grantee certifies that it is in compliance with 45 CFR Part 93 and 45 CFR Part 94.

(c) **Business Entity Registration.** Grantee certifies that it is not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160 and 30 ILCS 500/50-37). Further, Grantee acknowledges that all contracts between State agencies and a business entity that do not comply with this Paragraph shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

**ARTICLE XXIV
ADDITIONAL TERMS**

24.1 **Renewal.** This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties. Grantee acknowledges that this Agreement does not create any expectation of renewal.

24.2 **Multiple Locations.** In the event that Grantee has more than one location, Grantee shall include in **EXHIBIT C** either (1) the address, phone number and hours of operation of each location, or (2) the address, phone number and hours of operation of Grantee's primary location.

24.3 **Changes in Key Grant Personnel.** When it is specifically required as a condition of an Award, the replacement of the Program director or a key person or a substantial reduction in the level of their effort, e.g., their unanticipated absence for more than three (3) months, or a twenty-five percent (25%) reduction in the time devoted to the Award purposes, requires Prior Approval from Grantor. When it is specifically required as a condition of an Award, Prior Approval will be required for the replacement or the substantial reduction in the level of effort of other personnel whose work is deemed by Grantor to be critical to the Award's successful completion. All requests for approval of changes in key Grant personnel shall be signed by Grantee's authorized representative and submitted to the appropriate Grantor program personnel. Evidence of the qualifications for replacement personnel (such as a résumé) shall be included. 2 CFR 200.308.

24.4 Grant Funds Recovery. The provisions of 89 Ill. Admin. Code 511 shall apply to any funds awarded that are subject to the Illinois Grant Funds Recovery Act.

24.5 Employee and Subcontractor Background Checks. Grantee certifies that neither Grantee, nor any employee or subcontractor who works on Grantor's premises, has a felony conviction. Any request for an exception to this rule must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction. Grantee will also supply Grantor with a list of individuals assigned to work on DHS' premises at least ten (10) working days prior to the start of their employment, unless circumstances prevent Grantee from giving a list within that time. If Grantee cannot provide a list, or the name of an individual, at least ten (10) working days prior to his/her employment, it shall do so as soon as possible. Grantor may conduct, at its expense, criminal background checks on Grantee's employees and subcontractors assigned to work on Grantor's premises. To the extent permitted by Illinois law, Grantee agrees to indemnify and hold harmless Grantor and its employees for any liability accruing from said background checks.

24.6 Gifts. In addition to the Gift ban described in Paragraph 22.1, Grantee will provide Grantor with advance notice of Grantee's provision of gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist Grantee in carrying out its responsibilities under this Agreement.

24.7 Current Contact Information and Notices. Grantee shall update its contact information, including email address, phone number and job title, in the Community Services Agreement (CSA) Tracking System under the My Info tab, when any such information changes. In addition, Grantee shall contact the DHS Office of Contract Administration when its mailing address changes to update that information. Grantee acknowledges and agrees that any notices from Grantor may be made to its mailing address, electronic mail (email) address, or facsimile (fax) telephone number, at Grantor's choosing. Such notice shall be effective upon dispatch.

24.8 Supplies Disposition. Grantee must obtain disposition instructions from Grantor when supplies, purchased in whole or in part with Grant Funds, are no longer needed for their intended purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any supplies to Grantor or a third party for any reason, including, without limitation, an Award is terminated or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the supplies according to applicable best practices, manufacturer's guidelines, federal and State laws or rules, including without limitation those contained at 2 CFR 200.310 to 2 CFR 200.326, and Department requirements stated herein. All obligations regarding use and ownership of supplies, purchased in whole or in part with Grant Funds, shall survive the termination of this Agreement.

24.9 Reporting Requirements. The reporting timeframes described in Paragraphs 10.1, 10.2, 11.1 and 11.2 are specified in **EXHIBIT B**. In addition, Grantee acknowledges it must cooperate with all Grantor-initiated post Close-out audits or reviews, including, but not limited to, submission of any Grantor-required forms.

24.10 Payment Information. Payment information described in PART ONE is specified in EXHIBIT F.

ARTICLE XXV MONITORING AND INFORMATION

25.1 Monitoring of Conduct. In addition to ARTICLE IX of **PART ONE**, Grantor shall monitor Grantee's conduct under this Agreement which may include, but shall not be limited to, reviewing records of performance in accordance with administrative rules, license status review, fiscal and audit review, Agreement compliance and

compliance with the affirmative action requirements of this Agreement. Grantor shall have the authority to conduct announced and unannounced monitoring visits and Grantee shall cooperate with Grantor in connection with all such monitoring visits. Failure of Grantee to cooperate with Grantor in connection with announced and unannounced monitoring visits is grounds for Grantor's termination of this Agreement.

25.2 Requests for Information. Grantor may request, and Grantee shall supply, upon request, necessary information and documentation regarding transactions constituting contractual (whether a written contract exists or not) or other relationships, paid for with funds received hereunder. Documentation may include, but is not limited to, information regarding Grantee's contractual agreements, identity of employees, shareholders and directors of Grantee and any party providing services which will or may be paid for with funds received hereunder, including, but not limited to, management and consulting services rendered to Grantee.

25.3 Rights of Review. This O does not give Grantor the right to review a license that is not directly related to the Award being audited nor does it allow Grantor to unilaterally revoke a license without complying with all due process rights to which Grantee is entitled under Federal, State or local law or applicable rules promulgated by Grantor.

ARTICLE XXVI WORK PRODUCT

26.1 Assignment of Work Product. "Work Product" means all the tangible materials, regardless of format, delivered by Provider to DHS under this Agreement. Grantee assigns to Grantor all right, title and interest in and to Work Product. However, nothing in this Agreement shall be interpreted to grant Grantor any right, title or interest in Grantee's intellectual property that has been or will later be developed outside this Award.

26.2 License to Grantor. To the extent Grantee-owned works are incorporated into Work Product, Grantee grants to Grantor a perpetual, non-exclusive, paid-up, world-wide license in the use, reproduction, publication and distribution of such Grantee-owned works when included within the Work Product. Grantee shall not copyright Work Product without Grantor's prior written consent.

26.3 License to Grantee; Objections. Grantor grants to Grantee a perpetual, non-exclusive, paid-up license to publish academic and scholarly articles based upon the services rendered under this Agreement. All materials to be published shall first be submitted to Grantor at least forty-five (45) days prior to publication or other disclosure. Upon written objection from Grantor, Grantee shall excise any confidential information, as that term is defined in applicable State and Federal statutes, federal regulations and Grantor administrative rules, from materials before publication. Grantor may also object to the publication on grounds other than confidentiality. As to the latter objections, Grantee and Grantor will attempt to resolve Grantor's concerns within the forty-five (45) day review period, or as otherwise agreed between the Parties. Grantor waives any objections not made to Grantee in writing before expiration of the review period.

26.4 Unresolved Objections; Disclaimer. If Grantor's objections on grounds other than confidentiality are not resolved within the review period or other such time as agreed by the Parties, then Grantee may publish the materials but shall include therein the following disclaimer: "Although the research or services underlying this article were funded in whole or in part by the [Grantor], the [Grantor] does not endorse or adopt the opinions or conclusions presented in the article." Notwithstanding the above, Grantor shall not have the right to control or censor the contents of Grantee publications.

ARTICLE XXVII

POST-TERMINATION/NON-RENEWAL

27.1 Duties. Upon notice by Grantor to Grantee of the termination of this Agreement or notice that Grantor will not renew, extend or exercise any options to extend the term of this Agreement, or that Grantor will not be contracting with Grantee beyond the term of this Agreement, Grantee shall, upon demand:

(a) Cooperate with Grantor in assuring the transition of recipients of services hereunder for whom Grantee will no longer be providing the same or similar services or who choose to receive services through another Grantee.

(b) To the extent permitted by law, provide copies of all records related to recipient services funded by Grantor under this Agreement.

(c) Grant reasonable access to Grantor to any and all Program sites serving recipients hereunder to facilitate interviews of recipients to assure a choice process by which recipients may indicate provider preference.

(d) Provide detailed accounting of all service recipients' funds held in trust by Grantee, as well as the identity of any recipients for whom Grantee is acting as a representative payee of last resort.

27.2 Survival. The promises and covenants of this Article shall survive the Term of this Agreement for the purposes of the necessary transition of recipients of services hereunder.

**ARTICLE XXVIII
LINGUISTIC AND CULTURAL COMPETENCY GUIDELINES AND ASSURANCE**

28.1 Applicability. This Article does not apply to governmental bodies or institutions of higher education.

28.2 Plan Creation. For Grantees that do not have a Linguistic and Cultural Competency (LCC) Plan, the Grantee shall create its LCC Plan within one year following execution of this Agreement. The LCC Plan, including creation guidelines, is described on the Internet at <http://www.dhs.state.il.us/page.aspx?item=66602>.

28.3 Plan Implementation. For Grantees that have an LCC Plan, the Grantee certifies that it is updated annually to identify all goals met and to describe any efforts made toward meeting additional goals still in progress.

28.4 Plan Submission. Upon request, Grantee shall submit to the Grantor its LCC Plan, including any updates.

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PART THREE –PROJECT-SPECIFIC TERMS

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

**ARTICLE XXIX
ADDITIONAL REQUIREMENTS**

29.1 Program Manual. The related Program Manual, if applicable, can be found via the following DHS website: <http://www.dhs.state.il.us/page.aspx?item=29741> and is hereby incorporated into this Agreement.

29.2 Program Attachment. The related Program Attachment, if applicable, is C . It can be found via the following DHS website: <http://www.dhs.state.il.us/page.aspx?item=29741> and is hereby incorporated into this Agreement.

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Division of Behavioral Health and Recovery Substance Use and Gambling Disorder Services Attachment C

Table of Contents

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I. Introduction

This document is an attachment to the Illinois Department of Human Services Division of Behavioral Health and Recovery (IDHS-DBHR) Substance Use and Gambling Disorder Services Uniform Grant Agreement (UGA). This attachment identifies additional grant agreement/contract rules and requirements that are not specified in the UGA but that apply to all funded organizations.

II. Applicable Laws, Rules and Regulations

Compliance is required with all applicable laws, rules, and regulations, as well as guidelines of the state and federal government, including but not limited to:

A. Federal

Fee-for-Service (Medicaid) and Grant Funded

1. Program Fraud Civil Remedies Act (45 CFR, Part 79). Certification of compliance with the Program Fraud Civil Remedies Act.
2. Federal regulations regarding Diagnostic, Screening, Prevention, and Rehabilitation Services (Medicaid) (42 CFR 440.130).
3. Tuberculosis (TB) Services (45 CFR 96.121, 45 CFR 96.127).
4. Confidentiality of Substance Use Disorder Patient Records (42 CFR, Part 2).
5. Federal regulations regarding Opioid Maintenance Therapy (42CFR Part 8), (21 CFR1301-1307 (DEA)).
6. 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Grant Funded Only

1. The Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRS BG) Regulations (45 CFR, Part 96 Subpart L).
2. Charitable Choice: Religious organizations as defined under 42 CFR 54.2(b), shall comply with the Charitable Choice Regulations as set forth in 42 CFR 54.1 et seq. regarding funds provided directly to pay for substance use disorder prevention and treatment services under 42 U.S.C. 300x-21 et seq.; 42 U.S.C. 290aa, et seq.; and 42 U.S.C. 290cc-21 to 290cc-35.
 - a. Notice shall be given to each patient and potential patient of his/her right to receive alternative services from another organization, and the right to be referred to alternative services that reasonably meet the requirements of timeliness, capacity, accessibility and equivalency as set forth in [42 CFR 54.8](#) and [54a.8](#). It is recommended that the "model notice" set forth in Appendix A of 42 CFR 54a be used.
 - b. Referrals shall be made to alternative organizations as set forth in [42 CFR 54.8](#) and [54a.8](#) and can be made by calling 833-234-6343 or Text HELP to 833234 or visiting the www.helplineil.org to identify suitable alternative organizations.
 - c. A record of referrals made pursuant to these regulations shall be maintained and provided to IDHS-DBHR on an annual survey as requested.

- d. No patient or potential patient may be discriminated against based on religion, a religious belief, or a refusal to actively participate in a religious practice.
 - e. Funds shall not be used for inherently religious activities, such as worship, religious instruction, or proselytizing.
3. 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

B. State

Fee-for-Service (Medicaid) and All Grant Funded

1. The Illinois Substance Use Disorder Act (20 ILCS 301), (hereafter referred to as the "Act").
2. Title 77 Ill. Adm. Code, [Parts 2060](#) and 2090.
3. Title 44, Part 7000, Grant Accountability and Transparency Act.
4. Public Act 100-1058 Section 10, The Health Care Worker Self-Referral Act.
5. (410 ILCS 705/) Cannabis Regulation and Tax Act, when applicable.

C. Manuals

Fee-for-Service (Medicaid) and Grant Funded

- IDHS-DBHR DARTS Manual
- IDHS-DBHR Contractual Policy Manual
- IDHS-DBHR Gambling Services Manual

Fee-for-Service (Medicaid)

- Policy Manual for Participants Covered Under the Department of Healthcare and Family Services (DHFS) Medical Programs.

III. Treatment and Support Services

1. Services are more specifically described in the IDHS-DBHR Substance Use and Gambling Disorder Services Contractual Policy Manual.

2. All services can be funded via Grant, but Medicaid fee-for-service reimbursement is only allowed for services that are covered in the DHFS Medicaid State Plan or for waiver services included as pilots in the Better Care Illinois Behavioral Health Initiative. All services shall be delivered by licensed and/or certified organizations. Grant funds can only be used as payor of last resort for services that have not been denied by other payors due to medical necessity.

A. Treatment Services*

1. Level 0.5 (Early Intervention) as specified in Part 2060.405 (a).
2. Level 1 (Outpatient) as specified in Part 2060.410 (a).
3. Level 2.1 and 2.5 (Intensive Outpatient/Partial Hospitalization) as specified in Part 2060.410 (b).
4. Level 3.1 (Clinically Managed Low Intensity Residential) as specified in Part 2060.410 (d).
5. Level 3.5 (Clinically Managed Medium to High Intensity Residential Services) as specified in Part 2060.410 (f).
6. Level 3.7 (Medically Monitored Inpatient Withdrawal Management) as specified in Part 2060.410 (g).
7. Psychiatric Evaluation: An examination of a patient and exchange of information to determine whether the patient's condition is because of alcohol and/or other drugs or to a diagnosed psychiatric disorder.
8. Medication Monitoring: A medical review of a patient's use of psychotropic medications while in treatment that is conducted by the organization's psychiatrist or physician or physician extender.
9. Medication Assisted Recovery: The prescription of medications that are approved by the U.S. Food and Drug Administration for the treatment of a substance use disorder and that support recovery for individuals receiving services in a facility licensed by the Division. Medication assisted recovery includes but is not limited to opioid treatment services using Methadone.
10. Gambling Intervention and Gambling Treatment: A collaborative system of care designed for persons who are diagnosed with co-occurring substance use, gambling, and other disorders and/or gambling as a primary disorder.

* The American Society of Addiction Medicine ([ASAM](#)) Levels of Care are established by the latest ASAM edition of the Patient Placement Criteria and implementation by IDHS-DBHR. As of July 1, 2025, grantees with treatment funds shall use the ASAM 4th edition criteria.

B. Support Service

1. Toxicology: Urine, blood or saliva analysis to determine the presence of alcohol and/or other drugs in patients who receive treatment or intervention services.
2. Case Management: A coordinated approach to the delivery of health and medical treatment, substance use disorder treatment, mental health treatment, and social services, linking patients with appropriate services to address specific needs and achieve stated goals.
3. Community Intervention: A service that occurs within the community rather than in a treatment setting. These services focus on the community and its residents and include crisis intervention, case finding to identify individuals in need of service including in-reach and outreach to targeted populations or individuals not admitted to treatment and peer recovery support (PRS) services. Outreach is the encouragement, engagement or re-engagement of at-risk individual(s) into treatment through community institutions such as churches, schools and medical facilities (as defined by the community) or through the IDHS-DBHR consultation. In-reach is the education of community institutions or state agencies and social services staff regarding the screening and referral of at-risk individuals to treatment programs for the purposes of a clinical assessment.
4. Recovery Home: Services as specified in Part 2060.540 and/or in the service requirements located in the Contractual Policy Manual.
5. Criminal Justice Services: Activities designed to serve individuals with substance use disorders currently under the jurisdiction of the Circuit Courts and Judicial Districts of the State of Illinois, County Probation Departments, local State's Attorney's Offices and County Sheriff's Departments. Services are designed to refer those individuals into treatment programs as an alternative to prosecution or incarceration and to clinically monitor and track their progress in treatment. Activities designed to also serve inmates involved with or who are parolees of Department of Corrections Correctional Center substance use disorder treatment

programs. These services are designed to intervene and address multiple problems, often chronic in nature, presented by the individual at the time of parole to the community and shall include referrals to licensed community-based substance use disorder treatment organizations for continuing treatment and/or recovery.

6. Medications: Limited reimbursement for the cost of substance use disorder medications.
7. Interpreter Services for the Deaf or Hearing Impaired: Interpreter services for treatment clients who are also deaf or hearing impaired.
8. Child Domiciliary: Beds for children who reside with a parent who is receiving residential care or who is residing in a recovery home.
9. Gambling Intervention and Treatment: A collaborative system of care designed for persons who are diagnosed with co-occurring substance use, gambling, and other disorders and/or gambling as a primary disorder.
10. Peer Recovery Support Services: non-clinical services that support individuals in their journey of recovery from substance use and/or mental health or other behavioral health challenges.
11. Special Project: The provision of special or unique projects. Descriptions are specified in a separate scope of services (Uniform Grant Agreement exhibit) that are incorporated into and, therefore, are a part of the IDHS UGA.
12. Vouchered Contract Deliverable: The provision through fixed rate or grant that cannot be billed electronically through DARTS.

C. Capacity for Treatment of Patients with Injecting Substance Use Disorders (45 CFR 96.126 and 96.131)

Organizations receiving SUPTRS BG funding that deliver treatment for patients with injecting substance use disorders and are licensed by DBHR to provide American Society of Addiction Medicine (ASAM) Level 3.5 Clinically-Managed Medium to High Intensity Residential and/or Opioid Treatment Program (OTP) services shall comply with 45 CFR [96.126](#) and [96.131](#) to report data in the Capacity Management (CapMan) system daily.

The organization's facilities shall:

1. Through CapMan, notify the Division immediately upon reaching 90% capacity to admit individuals.
2. Ensure an individual who requests and needs intravenous drug use treatment is admitted or referred and admitted to a treatment program no later than 14 days after making the request for admission; or 120 days after the admission request if no organization has the capacity to admit the individual on the date of request and if interim services are made available to the individual not later than 48 hours after the request.
3. Establish a waiting list that includes a unique patient identifier for each individual seeking treatment, including those receiving interim services, while awaiting admission to treatment, and develop a process for tracking an individual's progress to ensure they receive services.
4. Use evidence-based and scientifically sound outreach models or, if no such models are available that are applicable to the local situation, use an approach that reasonably can be expected to be an effective outreach method. All models require that outreach efforts include:
 - a. Selecting, training, and supervising outreach workers.
 - b. A strategy to contact high risk substance users, their associates and neighborhood residents that conforms to state and federal confidentiality requirements including [42 CFR, Part 2](#).
 - c. Promoting awareness among injecting drug users about the relationship between injecting drug use and communicable diseases such as HIV.
 - d. Recommend steps that can be taken to ensure HIV transmission does not occur.
 - e. Encouraging entry into treatment.

ASAM Level 3.5 Clinically Managed Medium to High Intensity Residential and OTP facilities shall give preference to treatment as follows:

1. Pregnant women who inject drugs
2. Pregnant women with a substance use disorder
3. Individuals who inject drugs
4. All others

Confirmation of the direct delivery of services or the coordination of services through a referral shall be documented.

D. Interim Services (45 CFR 96.121)

Organizations receiving SUPTRS BG funding shall comply with the interim service requirements per [45 CFR 96.121](#).

All individuals who inject drugs that request treatment and cannot be placed in an IDHS-DBHR licensed treatment program within 14 days shall have interim services made available to them.

Interim Services or Interim Substance Use Disorder Services means services that are provided until an individual is admitted to a substance use disorder treatment program. The purposes of the services are to reduce adverse health effects, promote the health of the individual, and reduce the risk of transmission of disease. At a minimum, interim services include counseling and education about HIV and tuberculosis (TB), risks of needle-sharing, risks of HIV and TB transmission to sexual partners and infants, and steps that can be taken to ensure HIV and TB transmission does not occur, as well as referral for HIV or TB treatment services if necessary. For pregnant women, interim services also include counseling on the effects of alcohol and drug use on the fetus, as well as referral for prenatal care.

E. Tuberculosis (TB) Services (45 CFR 96.121, 45 CFR 96.127)

Organizations receiving SUPTRS BG funding to provide treatment services shall comply with the TB requirements per [45 CFR 96.121](#) and [45 CFR 96.127](#). At a minimum:

- Conduct TB screening to determine risk of infection with mycobacterium tuberculosis and provide a referral for appropriate medical evaluation and treatment.
- Through partnerships with other public or nonprofit organizations, TB services will be routinely available to all individuals receiving treatment for a substance use disorder. If a person in need of TB treatment is denied admission due to the organization's lack of capacity, the organization will refer that individual to another provider of TB services.

- Report TB services correctly through DARTS and ensure that all TB education is properly documented in the client/patient record to demonstrate compliance with this SUPTRS BG funding requirements.
- Comply with Section [2060.310](#) Facility Requirements (g) to ensure compliance with: the U.S. Department of Labor Rule for Occupational Exposure to Bloodborne Pathogens, 29 CFR 1910.1030 (January 18, 2001) and annual training requirements for healthcare workers; and the Centers for Disease Control (CDC) and Prevention, "Guidelines for Preventing the Transmission of Mycobacterium Tuberculosis in Health-Care Settings, 2005; MMWR 2005; 54 (No. RR-17), December 30, 2005".
- Additional guidance is provided in the Contractual Policy Manual.

F. Service Requirements for Pregnant Women and Women with Dependent Children (45 CFR 96.124 and 45 CFR 96.131)

Organizations receiving SUPTRS BG funding shall comply with the pregnant women and women with dependent children service requirements per [45 CFR 96.124](#) and [45 CFR 96.131](#).

Families shall be treated as a unit and therefore organizations shall admit both women and their children into treatment, if appropriate, including women attempting to regain custody of their children. The organization shall also make available, either directly or through linkage agreements with other public or nonprofit entities, the provision or arrangement for the following services:

1. Primary medical care for women, including referral for prenatal care and the provision of childcare while such women are receiving these services;
2. Primary pediatric care, including immunization, for children;
3. Gender specific treatment and therapeutic interventions for the women which may address relationship issues, sexual and physical abuse, parenting skills and the provision of childcare while such women are receiving these services;
4. Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual and physical abuse and neglect; and

5. Sufficient case management and transportation to ensure women and their children have access to these services.

Confirmation of the direct delivery of services or through referral will be documented in patient record. Pregnant women who seek or are referred and who would benefit from such services shall be given preference in admission to treatment. The organization shall publicize the availability of treatment services to this population and that priority is given for admission. If unable to admit a pregnant woman because of insufficient capacity or because the organization does not deliver the necessary services, referral to another organization shall be made and documented within 48 hours of the request. The organization shall also notify DBHR regarding such persons for whom it lacks the capacity to admit. This notification shall be made using the CapMan system which will enable the Division to identify an organization with the capacity to provide the necessary treatment.

G. Annual SUPTRS BG Compliance Survey [formerly the Annual Certification Plan (ACP) Survey]

SUPTRS BG funded organizations shall complete the Annual SUPTRS BG Compliance survey [formerly the Annual Certification Plan Survey] in a prescribed format. Additional information can be found in the Contractual Policy Manual.

H. Independent Peer Review

An independent peer review, coordinated through IDHS-DBHR will be conducted annually on selected SUPTRS BG funded organizations to assess the quality, appropriateness, and efficacy of treatment services delivered in accordance with 77 Ill. Adm. Code 2060 and the requirements of [45 CFR, Part 96.136](#).

IV. Prevention Services

Services are driven by deliverables specified in Uniform Grant Agreement exhibits specific to the type of prevention program. The types of prevention programs are specified in the Contractual Policy Manual. The Drug Overdose Prevention Program is

part of the Office of Prevention and Health Promotion and activities are specified in the Substance Use Disorder Act ([20 ILCS 301/5-23](#)).

V. Deliverables

Fee-for-Service (Medicaid) and Grant Funded

A. Contractual Policy Manual and Specific Exhibits

The terms and conditions and deliverables set forth in the IDHS-DBHR Contractual Policy Manual and in all applicable Exhibits and/or service requirements located in the manual shall be in addition to those contained in this principal Attachment and in the Uniform Grant Agreement. They are incorporated herein by reference.

B. Conflict Between Attachment C, Exhibits and Service Requirements

In the event of a conflict between Attachment C and an Exhibit or Service Requirement, the terms of the latter shall supersede and govern.

Grant Funded Only

C. Continuity of Services

The funds obligated under this award are for the entire twelve-month period of the state fiscal year referenced herein unless a specific start date is indicated due to funding restrictions. Therefore, the organization shall ensure that all services funded by this award are available for the entire twelve-month period of the fiscal year irrespective of when full disbursement of the award occurs. IDHS-DBHR Grant-funded programs should prioritize the development of comprehensive plans to guarantee the lasting sustainability of the critical services they provide to individuals and communities.

VI. Payment

A. Funding Methodology

Grantees will receive payment by one of the three payment methodologies (Advance Payment, Reimbursement or Working Capital Advance). Grantees will automatically be paid via Reimbursement Method unless a request for Advance Payment Method or Working Capital Advance Method is made using the IDHS Advance Payment Request Cash Budget Template. However, fixed rate grants are only eligible to use Reimbursement method.

I. Advance Payment Method (Advance and Reconcile)

1. Since IDHS is subject to the Grant Accountability and Transparency Act ([GATA](#)), IDHS is required by 44 Ill. Admin. Code 7000.120 to remit Award payments via advance payment when Awardees meet the requirements set forth in 2 CFR 200.302 (Financial Management), 44 Ill. Admin. Code 7000.120(b)(i)(A)(i and ii) (Advance Payments), and other requirements as described in this Directive.
2. Awardees may request advance payment for each Award issued by IDHS. Requests shall be submitted to the respective Award Program Manager by the method prescribed in the Grant program Notice of Funding Opportunity (NOFO) or the Catalog of State Financial Assistance (CSFA) - Program Listing. A separate request shall be submitted for each IDHS Grant program application. Subsequent monthly payments will be based on each monthly invoice submitted by Grantee to Grantor, and will be adjusted up or down, based on a comparison of actual cumulative expenditures to cumulative advance payments, to date.
3. Requests for advance payment shall be accompanied by an IDHS Advance Payment Request Cash Budget Template (Cash Budget) for each Award. Cash Budgets shall be signed by either the Chief Executive Officer (or equivalent) or Chief Financial Officer (or equivalent) for the entity. The executive's signature certifies that their entity complies with the requirements set forth in 2 CFR 200.302 (Financial Management) and 44 Ill. Admin. Code 7000.120(b)(i)(A) (Advance Payments). The Cash Budget shall demonstrate the estimated monthly cash requirements for each month of program Award operation. Advance payments shall be limited to the minimum amounts needed and be timed to be

in accordance with the actual, immediate cash requirements of the Awardee in carrying out the purpose of the approved program or project. The timing and amount of advance payments shall be as close as is administratively feasible to the actual disbursements by the Awardee for direct program or project costs and the proportionate share of any allowable indirect costs. Additionally, the Awardee entity shall make timely payments to sub-recipients and contractors.

4. Upon program approval for advance payment, an initial payment will be processed in an amount equal to the first two months' cash requirements as reflected in the Advance Payment Requirements Forecast (Cash Budget) Form submitted with the Grantee's application. The initial payment will be processed upon execution of the grantee's Uniform Grant Agreement.
5. Grantees shall submit monthly invoices in the format and method prescribed in the Grantee's executed Uniform Grant Agreement. The first invoice is due within 15 days after the first month of the Award's term. Invoices shall include only allowable incurred costs that have been paid by the Grantee. For programs that have Grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.
6. Subsequent monthly payments will be based on each monthly invoice submitted by Grantee to Grantor, and will be adjusted up or down, based on a comparison of actual cumulative expenditures to cumulative advance payments, to date.
7. Grantees that do not expend all advance payment amounts by the end of the Award term or that are unable to demonstrate that all incurred costs were necessary, reasonable, allowable, or allocable as approved in their respective budget, shall return the funds within 45 days.
8. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.
9. Failure to abide by advance payment governance requirements may result in grantee losing their right to advance payments.

II. Reimbursement Method

1. Grant Fixed Rate: means payments for non-Medicaid services based on a rate, unit cost or allowable costs incurred, that are based on a statement, bill or DARTS submission as required by IDHS. Fixed Rate payments are subject to all federal administrative regulations and requirements including, but not limited to, OMB Circular A-102, OMB Circular A-100, OMB Circular A-133, and are subject to all

applicable cost principles, including OMB Circular A-21, OMB Circular A-87 and OMB Circular A-122. A Fixed Rate agreement, in common terminology, is a non-Medicaid fee-for-service agreement. Fixed Rate grants will be paid on a Reimbursement basis.

2. IDHS will disburse payments to Grantee based on actual allowable costs incurred as reported in the monthly financial invoice submitted for the respective month, as described below.
3. Grantees shall submit monthly invoices in a format prescribed by Grantor. Invoices shall include all allowable incurred costs for the first and each subsequent month of operations until the end of the Award term. Invoices shall be submitted on or before the 15th calendar day following the end of each monthly invoice period. As practicable, Grantor shall process payment within 30 calendar days after receipt of the invoice, unless the State awarding agency reasonably believes the request to be improper.
4. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

III. Working Capital Advance Method

1. IDHS Grant Program Managers will advance working capital payments to the grantee to cover their estimated disbursement needs for an initial period not to exceed two months of grant expenses. Startup costs may be approved if determined by IDHS Grant Program Managers to be allowable.
2. Grantees shall submit monthly invoices for each of the one or two months covered by the Working Capital Advance in the format and method prescribed by the Grantor. The first invoice is due 15 calendar days after the first month of the Award term. Invoices shall include only allowable incurred costs that have been paid by the grantee. For grant programs that have grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.
3. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.
4. Working Capital Advance Payments are limited to a single occurrence per grant term.
5. Following the initial working capital advance payment, grantees will be paid via advance or reimbursement method as appropriate.

B. Payments Processed by Division

All Payments are subject to post-payment audit and recovery procedure as set forth in IX, F. of this attachment.

C. Grantee Compliance Enforcement System: Illinois Stop Payment List

The Grant Accountability and Transparency Act (GATA) established a Grantee Compliance Enforcement System that outlines a statewide framework for State agencies to manage occurrences of noncompliance with grant requirements. See 44 ILCS 7000.80 For example, organizations that do not submit monthly invoices or quarterly periodic performance reports as per deliverable requirements in their UGA can be referred to IDHS for placement on the IDHS stop-pay list. Possible non-compliance repercussions include referral to the State stop pay system which impacts all agencies' payments.

D. Final Billing Submission Date

The final submission date for billing all non-Medicaid funded services is close of business of the first Monday of August. Notification is provided twice a year in writing of the actual final submission date. It is the responsibility of each organization to ensure that all fiscal year billings are submitted for DARTS or manual processing by this date. As a reminder, it is critically important that DARTS or manual billing errors be resolved when they occur as delays in billing reconciliation from the organization that result in non-accepted or late submissions will not be eligible for payment through the Court of Claims. Examples of such delays that are the responsibility of the organization are:

1. Submission of claims past the August date.
2. Non-reconciliation of software reporting problems resulting in inability to submit bills by the August date.
3. Non-reconciliation of DARTS or manual billing errors by the August date.
4. Non-submission of manual payment vouchers by the August date.

To assist with compliance to year-end submissions, it is strongly recommended that June DARTS or manual earnings/expenditures, as well as any other prior month's

earnings/ expenditures, be submitted as early as possible in July to allow time for correction of errors. Adherence to this submission deadline is a factor that is evaluated during each state fiscal year contracting process.

VII. Eligibility Criteria

A. Patient Eligibility

All individuals who receive services funded by the Division shall:

1. Meet the income eligibility requirements specified in the Contractual Policy Manual and/or;
2. Meet any stated eligibility conditions in an Exhibit referenced in the Attachment C cover page, the Contractual Policy Manual, and Exhibit 1 for the applicable fiscal year award and/or;
3. Have a valid Illinois medical card for Medicaid reimbursement.

B. Client/Patient/Resident Rights

That access to services shall not be denied on the basis of, including but not limited to, race, color, sex religion, national origin, ancestry, age (40 and over), order of protection status, marital status, sexual orientation (including gender-related identity), HIV status, physical or mental disability, unfavorable discharge from military service, pregnancy, citizenship status, employment status, familial status, or arrest record;

C. Service Priorities

In its admission of patients for services as described in this Agreement, the organization shall, and certifies that it does, give priority to the following patients (unless such priority would violate state or federal law). Priorities 1, 2, and 3 shall be addressed in rank order.

1. Pregnant women with injecting drug use.
2. Pregnant women with a substance use disorder.
3. Individuals with injecting drug use.
4. Post-partum women, women with young children and justice-involved women.

5. DCFS referred persons, TANF, DOC releasees and those with service in the U.S. Armed Forces.

D. Temporary Assistance for Needy Families Referrals

The Temporary Assistance for Needy Families ([TANF](#)) program provides temporary financial assistance for pregnant women and families with one or more dependent children. TANF provides financial assistance to help pay for food, shelter, utilities, and expenses other than medical. Any TANF individuals referred from an IDHS office shall be given priority status for placement as specified herein. Such individuals shall receive an assessment within 48 hours and every attempt should be made for an immediate placement in treatment. The organization shall comply with all paperwork requirements associated with the referral, placement, progress, and sanctioning of such individuals (i.e., referral acceptance form, progress report form).

E. Service Members, Veterans, and Their Families (SMVF)

The organization shall:

1. Develop policies and procedures regarding the provision of substance use disorder services to SMVF.
2. Develop a list of referral resources to assist SMVF address issues related to Post Traumatic Stress Disorder, suicide prevention, employment, education, housing, and the process of applying for state and federal veteran's benefits.
3. Ensure that the following inquiry is made when conducting any initial screening or evaluation. "Have you or a loved one ever served in the U.S. Armed Forces?"
4. Ensure SMVF have access to culturally appropriate services, through development of a training plan to improve staff awareness of SMVF issues and increase staff understanding of military culture. Training resources can include the [Illinois Joining Forces](#) network, the [Illinois Department of Veterans Affairs](#) , [U.S. Department of Veterans Affairs](#) , and the [VA's Community Providers](#) toolkit.

VIII. Reporting Requirements

A. Periodic Performance Reporting

The State agency requires organizations that receive a UGA to use the Periodic Performance Report (PPR) to articulate performance outcomes. In addition, each State grantmaking agency shall utilize the PPR to:

1. Require its awardees to relate financial data to performance accomplishments of the award; and
2. When applicable, require awardees to provide cost information to demonstrate cost-effective practices. [30 ILCS 708/50(c)(1)]

All fixed rate grantees, unless otherwise specified in writing by the Division, shall report service data electronically. Organizations shall also report any other data requested by the Division to carry out its duties. The preferred method of reporting fixed rate grant service data is through software supplied by the Division (DARTS) unless another arrangement has been made in writing.

B. Source Data

Organizations shall be able to verify, upon request, all DARTS and manual reporting data entries via hard copy of source documentation as defined and described in the Division of Behavioral Health and Recovery Substance Use and Gambling Disorder Services Contractual Policy Manual for the current fiscal year.

C. Fiscal Data

Organizations shall submit financial reports as requested and in the format required by IDHS-DBHR. Organizations shall file monthly reports with describing the expenditure(s) of the funds related thereto IAW 2 CFR 200.207. Failure to submit the required financial reports may cause delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327.

D. DASIS

The U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration, Drug and Alcohol Services Information System (DASIS), National Survey of Substance Abuse Treatment Services (N-SSATS) questionnaire shall be completed by the organization at least annually. One survey shall be completed per site number (one I-SATS number is assigned per site). Inventory of Substance Abuse Treatment Services (I-SATS) are assigned by the Substance Abuse and Mental Health Services Administration (SAMHSA) to all treatment facilities. The I-SATS ID number is the same identifier for the Treatment Episode Data Set (TEDS), and the National Survey of Substance Abuse Treatment Services (N-SSATS) systems.

E. Manual Reporting

All manual report requirements set forth in specific service requirements located in the Contractual Policy Manual shall be submitted according to timeframes set within the UGA or directed by IDHS-DBHR. All such reports shall be submitted to the Contract Manager/Project Director with carbon copy to their supervisor through their Illinois email address and they can be also submitted to the following address:

Contract Management

Attn: Supervisor

Illinois Department of Human Services

Division of Behavioral Health and Recovery

Substance Use and Gambling

401 South Clinton Street, Second Floor

Chicago, Illinois 60607-3800

F. Capacity Management (CapMan) for Patients with Injecting Substance Use Disorder

Organizations receiving SUPTRS BG funding that deliver treatment for patients with injecting substance use disorders and are licensed by DBHR to provide American Society of Addiction Medicine (ASAM) Level 3.5 Residential and Opioid Treatment Program (OTP) services shall comply with 45 CFR [96.126](#) and [96.131](#) to report data in the Capacity

Management (CapMan) system daily. CapMan can be accessed through the [Illinois Helpline provider portal](#). See also III. Treatment and Support Services subsections C. Capacity for Treatment for Patients with Injecting Substance Use Disorders and F. Service Requirements for Pregnant Women and Women for additional information.

IX. Special Conditions

A. Training

The organization shall attend and participate in sponsored training and technical assistance. The organization shall be notified of required training and shall be responsible for all related travel expenses, unless otherwise specified. Attendance of fixed rate funded program staff may be billed through the Community Intervention

B. Notifications

The organization shall:

1. Notify IDHS-DBHR immediately in writing upon discovery of any substantial problem relative to the submission of any required service or financial data.
2. Obtain approval in writing 90 calendar days prior to any planned cessation or relocation of any service or facility funded in part or total by the Division.

Failure to obtain such approval is a material breach of this agreement and voids the Division's funding obligation for such program.

D. Staff Development

The organization shall provide or facilitate staff development, including continuing education and will participate in continuing education/professional development with respect to:

1. Recent trends in SUD in the state. Substance Use Disorder (SUD) - *means a spectrum of persistent and recurring problematic behavior that encompasses 10 separate classes of drugs: alcohol, caffeine, cannabis, hallucinogens, inhalants, opioids, sedatives, hypnotics and anxiolytics, stimulants, and tobacco, and other*

unknown substances leading to clinically-significant impairment or distress. [20 ILCS 301/1-10];

2. Improved methods and evidence-based practices for SUD and prevention services;
3. Performance accountability;
4. Recent trends and evidence-based practices for gambling disorder and prevention services;
5. Data Collection and reporting requirements; and
6. Any other matters that would serve to improve the delivery of SUD prevention, intervention, and treatment within the state.

E. Evaluations

The organization may be randomly selected to participate in outcome evaluations. If selected, the organization shall assist as requested within reason, i.e., locating and interviewing patients, obtaining required written consent from patients. The organization shall within reason and in accordance with confidentiality requirements, keep contact information on former patients, which includes at least three individuals that may be contacted regarding their participation.

F. Monitoring and Post-Payment Auditing

The organization shall allow the Division access to its facilities, records, and employees for the purposes of monitoring and post-payment auditing. Any findings arising from monitoring or post-payment audits will be shared with the organization. The organization shall submit corrective action plans as requested, shall comply with plans of correction relative to monitoring and may be subject to license sanctions for non-compliance. Post-payment audit will also result in recoupment of funds, which are the subject of audit findings. Any funds, which have been determined to be unsupported; to be overpayments; or otherwise, to be improperly held, shall be returned to the Division.

1. Grant funds shall be recovered as disbursement adjustments during the contract or pursuant to the Illinois Grant Funds Recovery Act and 89 Ill. Adm. Code 511 at the end of the grant period.

2. Grant Fixed Rate and Drunk and Drugged Driving Prevention Fund (DDDPF) funds shall be recovered pursuant to a notice of intent to recover unsubstantiated billings and a chance for written informal review.
3. Medicaid funds shall be recovered pursuant to 89 Ill. Adm. Code 140.15 and 89 Ill. Adm. Code 104.200 et. seq. regarding Medical Vendor Hearings.

G. Fiscal Requirements for Grant Funded Only

Federal Award funds may not be used:

1. To provide inpatient hospital services, except as determined to be medically necessary in accordance with federal guidelines;
2. To make cash payments to intended recipients of health services except in the case of program outcome evaluations;
3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;
4. To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds without prior approval;
5. To provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for AIDS;
6. To provide financial assistance to any entity other than a public or nonprofit private entity;
7. To expend more than the amount prescribed by Section 1931 (a)(3) of the PHS Act for the provision of treatment services in penal or correction institutions of the state; and
8. The organization shall adhere to all applicable requirements cited in federal regulations 2 CFR200 as well as SABG requirements stated in federal regulations Title 45; Part 96; Subpart L; 96.135.

H. Funding Policy

1. The organization shall establish systems regarding eligibility, billing, and collection to assure that persons entitled to third party payment benefits (other

than state or federal funds) are reimbursed therefrom, and that all other provisions regarding patient eligibility and payment are implemented as specified in the Contractual Policy Manual.

2. Substance use and gambling disorder treatment services billed to this contract agreement shall be reimbursed at the rates set forth in current Contractual Policy Manual. Rates for existing programs will remain in place during the period of this agreement or until otherwise indicated in writing by the Division.
3. Funding is provided for services to all eligible individuals regardless of where they reside in Illinois unless otherwise specified by the Division.

I. Global Funding

Global funding combines multiple services together into one funding amount that is used for disbursement. An earnings expectation is established as the global funding amount to provide service flexibility throughout all levels of care. However, dedicated funding may be established within global funding relative to expectations for a specific service or population.

Illinois Department of Human Services

JB Pritzker, Governor · Dulce M. Quintero, Secretary

[IDHS Office Locator](#)

IDHS Substance Use and Gambling Help Lines

Substance Use Services

Visit the Illinois [Substance Use Helpline](#) website, or

Call (833) 234-6343 or Text "Help" to 833234

Gambling Services

Visit the Illinois [Gambling Helpline](#), or

Call 1-800 Gambler, or Text "GAMB" to 833234



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Agreement Numbers. 42CFZ03636

State Agency Illinois Department of Human Services

FY. 2027

Grantee DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number. N/A

Data Universal Number System (DUNS) Number 135836026

FEIN _____

Catalog of State Financial Assistance (CSFA) Number 444-42-3938

CSFA Short Description. SUBSTANCE USE PREVENTION TRAI

Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A

CFDA Short Description. see linked Agreement Exhibit-A

Section A: State of Illinois Funds

REVENUES	Total
State of Illinois Requested:	\$7,531.00
Budget Expenditure Categories	
1. Personnel (200.430)	N/A
2. Fringe Benefits (200.431)	N/A
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	N/A
7. Consultant (200.459)	N/A
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	N/A
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	\$7,531.00
16. Total Direct Costs (add lines 1-15) (200.413)	\$7,531.00
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs State Grant Funds Lines 16 and 17 MUST EQUAL REVENUE TOTALS ABOVE	\$7,531.00



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Agreement Numbers. 42CFZ03636

State Agency Illinois Department of Human Services

FY. 2027

Grantee DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number. N/A

Data Universal Number System (DUNS) Number 135836026

FEIN _____

Catalog of State Financial Assistance (CSFA) Number 444-42-3938

CSFA Short Description. SUBSTANCE USE PREVENTION TRAI

Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A

CFDA Short Description. see linked Agreement Exhibit-A

Section B: Non-State of Illinois Funds

REVENUES	Total
Grantee Match Requirement %: N/A	
b) Cash	N/A
c) Non-Cash	N/A
d) other Funding and Contributions	N/A
Total Non-State Funds (lined b through d)	N/A
Budget Expenditure Categories	
1. Personnel (200.430)	N/A
2. Fringe Benefits (200.431)	N/A
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	N/A
7. Consultant (200.459)	N/A
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	N/A
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	N/A
16. Total Direct Costs (add lines 1-15) (200.413)	N/A
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs Non-State Grant Funds Lines 16 and 17 MUST EQUAL REVENUE TOTALS ABOVE	N/A



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Agreement Numbers. 42CFZ03636

State Agency Illinois Department of Human Services

FY. 2027

Grantee DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number. N/A

Data Universal Number System (DUNS) Number 135836026

FEIN _____

Catalog of State Financial Assistance (CSFA) Number 444-42-3938

CSFA Short Description. SUBSTANCE USE PREVENTION TRAI

Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A

CFDA Short Description. see linked Agreement Exhibit-A

Budget Narrative Summary

When you have completed the budget Category pages, the totals for each category should appear in the corresponding rows below. Additionally, the amount of State requested funds and non-State funds that will support the project are also listed. Verify the amounts and the Total Project Costs.

Budget Category	State	Non-State	Total
1. Personnel	N/A	N/A	N/A
2. Fringe Benefits	N/A	N/A	N/A
3. Travel	N/A	N/A	N/A
4. Equipment	N/A	N/A	N/A
5. Supplies	N/A	N/A	N/A
6. Contractual Services	N/A	N/A	N/A
7. Consultant (Professional Services)	N/A	N/A	N/A
8. Construction	N/A	N/A	N/A
9. Occupancy (Rent and Utilities)	N/A	N/A	N/A
10. Research and Development (R & D)	N/A	N/A	N/A
11. Telecommunications	N/A	N/A	N/A
12. Training and Education	N/A	N/A	N/A
13. Direct Administrative Costs	N/A	N/A	N/A
14. Other or Miscellaneous Costs	N/A	N/A	N/A
15. GRANT EXCLUSIVE LINE ITEM(S)	\$7,531.00	N/A	\$7,531.00
16. Total Direct Costs (add lines 1-15) (200.413)	\$7,531.00	N/A	\$7,531.00
17. Indirect Cost	N/A	N/A	N/A
State Request	\$7,531.00		
Non-State Amount		N/A	
TOTAL PROJECT COSTS			\$7,531.00



Finance Resolution

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

File #: FI-R-0092-26

Agenda Date: 6/16/2026

Agenda #: 8.C.

ACCEPTANCE AND APPROPRIATION OF
THE DONATED FUNDS INITIATIVE PROGRAM GRANT PY27
INTER-GOVERNMENTAL AGREEMENT NO. FCSFJ00210
COMPANY 5000 - ACCOUNTING UNIT 6560
\$103,119

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

WHEREAS, the County of DuPage, through the DuPage County State's Attorney's Office, has been notified by the Illinois Department of Human Services that grant funds in the amount of \$77,339 (SEVENTY-SEVEN THOUSAND THREE HUNDRED THIRTY-NINE AND NO/100 DOLLARS) are available for continuing the DuPage County Children's Center Donated Funds Initiative Program; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. FCSFJ00210 with the Illinois Department of Human Services, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the County will provide matching funds in the amount of \$25,780 (TWENTY-FIVE THOUSAND SEVEN HUNDRED EIGHTY AND NO/100 DOLLARS) which is budgeted for in Fiscal Year 2026 and will be provided by the General Fund-Children's Center (Company 1000 - Accounting Unit 6510); and

WHEREAS, the term of the Inter-Governmental Agreement is from July 1, 2026, through June 30, 2027; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Inter-Governmental Agreement No. FCSFJ00210 (ATTACHMENT II) between DuPage County and the Illinois Department of Human Services is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$103,119 (ONE HUNDRED THREE THOUSAND ONE HUNDRED NINETEEN AND NO/100 DOLLARS) be made to establish the Donated Funds Initiative Program Grant PY27, Company 5000 - Accounting Unit 6560, for the period July 1, 2026, through June 30, 2027; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Director of the DuPage County Children’s Advocacy Center is authorized to execute and sign Agreement No. FCSFJ00210 as the Authorized Representative; and

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

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

Enacted and approved this 23rd of June, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ACCEPTANCE AND APPROPRIATION TO ESTABLISH
THE DONATED FUNDS INITIATIVE PROGRAM GRANT PY27
INTER-GOVERNMENTAL AGREEMENT NO. FCSFJ00210
COMPANY 5000 – ACCOUNTING UNIT 6560
\$103,119

REVENUE

41000-0002 - Federal Operating Grant - HHS	\$	77,339
46031-0000 - Matching Contributions		<u>25,780</u>

TOTAL ANTICIPATED REVENUE \$ 103,119

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries	\$	<u>103,119</u>
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TOTAL PERSONNEL \$ 103,119

TOTAL ADDITIONAL APPROPRIATION \$ 103,119

GRANT AGREEMENT

BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF HUMAN SERVICES
AND
DUPAGE COUNTY DEPARTMENT OF

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

PART ONE – The Uniform Terms

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

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

DEPARTMENT OF HUMAN SERVICES

DUPAGE COUNTY DEPARTMENT OF

By: _____
Signature of Dulce Quintero, Secretary

By: _____
Signature of Authorized Representative

Date: _____

Date: _____

Designee Name: _____

Printed Name: _____

Designee Title: Contract Obligations Analyst

Printed Title: _____

E-mail: mary.keating@dupagecounty.gov

By: _____
Signature of Second Grantor Approver, if applicable

FEIN: 366006551

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantor Approver

By: _____

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Date: _____

Printed Name: _____

Printed Name: _____

Printed Title: _____

Printed Title: _____

Third Grantor Approver

Second Grantee Approver
(optional at Grantee's discretion)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE II
AWARD INFORMATION**

2.1 Term. This Agreement shall be effective on Jul 1, 2026 and expires on Jun 30, 2027 (the TERM), unless terminated pursuant to this Agreement.

2.2 Amount of Agreement. Grant Funds (check one) must not exceed or are estimated to be \$77,339.00, of which \$77,339.00 are federal funds. Grantee accepts Grantor’s payment as specified in this ARTICLE.

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

Refer to "Exhibit F - Payment" for your organization's payment terms for this award

2.4 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is See ExhibitA, the Federal awarding agency is See ExhibitA, and the Federal Award date is See ExhibitA. If applicable, the Assistance Listing Program Title is See ExhibitA and Assistance Listing Number is See ExhibitA. The Catalog of State Financial Assistance (CSFA) Number is See ExhibitA and CSFA Name is See ExhibitA. If applicable, the State Award Identification Number (SAIN) is Not Applicable.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a

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

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

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

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

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

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

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

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

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

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

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in

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

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

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

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

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

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

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

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in

good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

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

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) 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)(10), (b)(11).

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, Sections 2, 1001, 1343 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 Government-wide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs, 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)(9) 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(g)(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 applicable 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 reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU) or on **Exhibit E** pursuant to specific conditions. 2 CFR 200.328(b). 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 either **PART TWO** or **PART THREE** (approved as an exception by GATU), or on **Exhibit E** pursuant to specific 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 project or program 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 reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. 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 \$1,000,000 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 \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 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 \$750,000 in State-issued Awards, but expends at least \$500,000 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 \$1,000,000 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 \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

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

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

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

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

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

(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 and if this termination is permitted in the terms and conditions of the Award, which must be detailed 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 follow all applicable requirements set forth in 2 CFR 200.332.

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).

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 200.112; 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 200.317-200.327 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, to the greatest extent practicable and consistent with law, Grantee must, 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 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). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee 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 (including equipment), 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. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. 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.

22.12. 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.

22.13. 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.

22.14. 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.

22.15. 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.

22.16. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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**EXHIBIT A
PROJECT DESCRIPTION**

FEDERAL PROGRAM NAME: SOCIAL SERVICES BLOCK GRANT STATE PROGRAM NAME: SOCIAL ADJ & REHABILITATION/PI/OPS

SCOPE OF SERVICES

ACCOUNT_LINE(s) SUMMARY:

Acct.Line#: 1
 CSFA Number: 444-80-1213
 Appropriation FY: 2027
 Appropriation Code: 0408.44480.4900.002600NE
 WBS Element: 444SSBG026-DFCFD120-HC93
 Sponed. Prog: DFCF
 Appropriation Amount: \$61,871.00
 These funds are Used/Reported by the Provider as Federal Funds: Yes
 Use by DHS as Maintenance of Effort (MOE): No
 Use by DHS as Matching Funds: No
 Assistance Listing Program Number: 93.667
 Assistance Listing Program Title: Title XX Social Services Block Grant
 FAIN Number: 2602ILSOSR - FAIN Award Agency: Department of Health and Human Serv
 FAIN Award Date: Oct 1, 2025

Acct.Line#: 2
 CSFA Number: 444-80-1213
 Appropriation FY: 2027
 Appropriation Code: 0408.44480.4900.002600NE
 WBS Element: 444SSBG027-DFCFD120-HC93
 Sponed. Prog: DFCF
 Appropriation Amount: \$15,468.00
 These funds are Used/Reported by the Provider as Federal Funds: Yes
 Use by DHS as Maintenance of Effort (MOE): No
 Use by DHS as Matching Funds: No
 Assistance Listing Program Number: 93.667
 Assistance Listing Program Title: Title XX Social Services Block Grant
 FAIN Number: P2702ILSOSR - FAIN Award Agency: Department of Health and Human Serv
 FAIN Award Date: Oct 1, 2026

- Social service delivery to persons in need with a reasonable expectation of:
- Achieving or maintaining economic self-support to prevent, reduce or eliminate dependency;
 - Achieving or maintaining self-sufficiency, including reduction or prevention of dependency;
 - Preventing or remedying neglect, abuse or exploitation of children and adults unable to protect their own interests or preserving, rehabilitating or reuniting families;
 - Preventing or reducing inappropriate institutional care by providing for community based

EXHIBIT A
PROJECT DESCRIPTION

care, home based care or other forms of less intensive care; and
- Securing referral or admission for institutional care when other forms of care are not appropriate or providing services to individuals in institutions.

The service content is as specified in a Program Plan that is prepared by the contractor. The Program Plan is a detailed description of the expectations of the contract and the basis for accountability. Services are defined by the Title XX Social Services Block Grant and the Donated Funds Initiative.

Federal Statutes: Federal Law and Statute: Social Services Block Grant-Mandatory Block Grant by the Social Security Act, Title XX, as amended; Omnibus Budget Reconciliation Act of 1981, as amended, Public Law 97-35; Jobs Training Bill, Public Law 98-8 and 473; Medicaid and Medicare Patient and Program Act of 1987; Omnibus Budget Reconciliation Act of 1987, Public Law 100-203; Family Support Act of 1998, Public Law 100-485; Omnibus Budget Reconciliation Act of 1993, Public Law 106-66, 42 U.S.C 1397 ET seq.

State Statute: The Department will make use of the Local Initiative Fund as governed by the appropriations authority established by the Illinois General Assembly (Section 12-10.1 of the Illinois Public Aid Code [305 ILCS 5/12-10.1]) for the purpose of purchasing social services.

Administrative Rule: Title 89 Part 130 Administration of Social Programs. This authority is through the appropriation from the Local Initiative Fund, which is the designated account into which the Department receives federal funds and out of which it reimburses up to 75% of the costs of services provided under the Donated Funds Initiative.

----- END OF PROGRAM: SOCIAL ADJ & REHABILITATION/PI/OPS -----

EXHIBIT B
DELIVERABLES

A. Time Period for Required Periodic Financial Reports. Unless a different reporting requirement is specified in Exhibit G, Grantee shall submit financial reports to Grantor pursuant to Paragraph 13.1 and reports must be submitted no later than 15 days after the quarter ends.

B. Time Period for Close-out Reports. Grantee shall submit a Close-out Report pursuant to Paragraph 13.2 and no later than 30 days after this Agreement's end of the period of performance or termination.

C. Time Period for Required Periodic Performance Reports. Unless a different reporting requirement is specified in Exhibit G, Grantee shall submit Performance Reports to Grantor pursuant to Paragraph 14.1 and such reports must be submitted no later than 15 days after the quarter ends.

The report deadlines are as follows:

For the 1st Quarter: July 1 through September 30 Due October 15

For the 2nd Quarter: October 1 through December 31 Due January 15

For the 3rd Quarter: January 1 through March 30 Due April 15

For the 4th Quarter: April 1 through June 30 Due July 15

D. Time Period for Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, pursuant to Paragraph 14.2 and no later than 30 days after this Agreement's end of the period of performance or termination.

E. Time Period for SSBG/TITLE XX Post-Expenditure Report. Grantee agrees to submit data for the Post Expenditure Report, pursuant to Paragraph 14.2 and no later than 60 -90 days after this Agreement's end for the period of performance or termination.

Deliverables

Demographic Data Collection. As a recipient of SSBG funding, awardee must provide the following demographic data on a quarterly basis.

A unique identifier for each client (e.g. first name & last initial or a unique client ID)

Type of eligible service provided (refer to SSBG-Title XX Eligible Services list)

Total number of individuals served, disaggregated by o Children (0-18)

o Adults (19-59)

o Seniors (60 and above)

Race or Ethnicity of Individuals served 2

o American Indian or Alaska Native

o Asian

o Black or African American

o Hispanic or Latino

o Middle Eastern or North African

o Native Hawaiian or Pacific Islander

o White

o Some other Race

EXHIBIT B
DELIVERABLES

o Two or more races

Program Monitoring

Grant programs funded by SSBG funding are required to be monitored, at minimum, once every three (3) fiscal years. An on-site review of the provider's general operating procedures and fiscal and service records must be conducted to determine adherence to the IDHS Uniform Grant

----- END OF PROGRAM: SOCIAL ADJ & REHABILITATION/PI/OPS -----

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

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

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: LATICIA WHEATLEY
 Title: Social Service Program Planner
 Address: 823 E Monroe St
Springfield, IL 62701-1915

 E-mail Address: laticia.wheatley@illinois.gov

GRANTEE CONTACT

Name: Mary Keating
 Title: Director
 Address: 421 N County Farm Rd
Wheaton, IL 60187-3978

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

GRANTEE PAYMENT ADDRESS
 (If different than the address above)
 Address:

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: LATICIA WHEATLEY
 Title: Social Service Program Planner
 Address: 823 E Monroe St
Springfield, IL 62701-1915

 Phone: 217-557-2948
 TTY #: _____
 E-mail Address: laticia.wheatley@illinois.gov

GRANTEE CONTACT

Name: Catherine Hundley
 Title: Director, Childrens Center
 Address: 421 N County Farm Rd
Wheaton, IL 60187-3978

 Phone: 630-407-2725
 TTY #: _____
 E-mail Address: catherine.hundley@dupagecounty.gov
 v

EXHIBIT D
PERFORMANCE MEASURES

Measures data includes:

- 1.# of children, seniors and other adults provided Title XX services.
- 2.# of Title XX service activities delivered.

Program Compliance:

Matching funds and expenditures are reported monthly via IL444-4131 - Donated Funds Initiative - Request for Reimbursement or C-13 Invoice Voucher. Measurements to support contract compliance:

- 1.Amount of the 25% local matching dollars reported.
- 2.Amount of allowable line-item expenditures reported.
- 3.Number of timely and correct reports submitted monthly for reimbursement, quarterly for service provision and annually for service planning and final reporting.
- 4.Number of contractors submitting a budget with administrative cost less than 20%.
- 5.Number of contractors agreeing to an on-site compliance monitoring review.

Federal Reporting:

Two reports are submitted by DHS annually for federal reporting. A Pre expenditure report also known as the States Intended Use Plan and Post Expenditure report which is used to compare projected services to actual for each service category.

Measurements to support federal reporting via Pre and Post Expenditure Reports prepared by the DHS Bureau of Basic Supports-Title XX:

- 1.Same as above- # of children, seniors, and other adults served.
- 2.Same as above- amount of allowable expenditures.

----- END OF PROGRAM: SOCIAL ADJ & REHABILITATION/PI/OPS -----

EXHIBIT D
PERFORMANCE STANDARDS

Social Services are delivered that are directed to achieving or maintaining economic self-support, self-sufficiency, preventing or remedying neglect, abuse, inappropriate institutional care, or securing appropriate care.

1. At least 70 % of the projected number of persons to receive services.
2. At least 70 % achievement of the projected service activities.
3. No more than 10% variance of expenditures to budget line item.
4. 100% of the required local matching dollars will be applied to the program.
5. 100% of the line-item expenditures will be allowable.
6. 80% timely and correct reports submitted monthly for reimbursement, quarterly for service provision and annually for service planning and final reporting.
7. 100% expected to comply with a compliance monitoring review.
8. 100% shall have no more than 20% administration cost.

----- END OF PROGRAM: SOCIAL ADJ & REHABILITATION/PI/OPS -----

EXHIBIT E
SPECIFIC CONDITIONS

N/A

----- END OF PROGRAM: SOCIAL ADJ & REHABILITATION/PI/OPS -----

EXHIBIT F
PAYMENT

Payments occur after service has been provided and documentation has been received by IDHS. Payment is contingent upon providers having on hand the 25% required match.

Title XX Social Services Block Grant Donated Funds Initiative is a fixed rate grant program for which the payments are made on the basis of a rate or allowable actual cost incurred per the Program Plan and is based on a statement or bill as required by IDHS.

Billings, with substantiating documentation, are submitted by the Provider within fifteen days following the end of the month for which payment is requested.

Reimbursement of costs incurred prior to the execution date of this agreement, but not before the July 1, 2025 Start Date of this agreement, will be allowed for use as specified in the Exhibit A Project Description of this agreement, as approved by the Department. If not associated with activities clearly identified in the Exhibit A Project Description of this agreement, any such costs incurred will be disallowed.

UGA Payment Language Guidance

Grantees will receive payment by one of the three payment methodologies (Advance Payment, Reimbursement or Working Capital Advance). Grantees will automatically be paid via Reimbursement Method unless a request for Advance Payment Method or Working Capital Advance Method is made using the IDHS Advance Payment Request Cash Budget Template (Cash Budget).

I. Advance Payment Method (Advance and Reconcile)

A. An initial payment will be processed in an amount equal to the first two months' cash requirements as reflected in the Advance Payment Requirements Forecast (Cash Budget) Form submitted with the Grantee's application. The initial payment will be processed upon execution of the grantee's Uniform Grant Agreement.

B. Grantees must submit monthly invoices in the format and method prescribed in the Grantee's executed Uniform Grant Agreement. Invoices must be submitted on or before the 15th day following the end of any respective monthly invoice period. Invoices must include only allowable incurred costs that have been paid by the Grantee. For programs that have Grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.

C. Subsequent monthly payments will be based on each monthly invoice submitted to the grant program, and will be adjusted up or down, based on a comparison of actual cumulative expenditures to cumulative advance payments, to date.

D. Grantees that do not expend all advance payment amounts by the end of the grant term or that are unable to demonstrate that all incurred costs were necessary, reasonable, allowable, or allocable as approved in their respective grant budget, must return the funds or be subject to grant funds recovery.

E. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

EXHIBIT F
PAYMENT

F. Failure to abide by advance payment governance requirements may result in grantee losing their right to advance payments.

II. Reimbursement Method

A. IDHS will disburse payments to Grantee based on actual allowable costs incurred as reported in the monthly financial invoice submitted for the respective month, as described below.

B. Grantees must submit monthly invoices in a format prescribed by Grantor. Invoices must include all allowable incurred costs for the first and each subsequent month of operations until the end of the Award term. Invoices must be submitted on or before the __15th__ day following the end of any respective monthly invoice period. As practicable, Grantor shall process payment within 15 calendar days after receipt of the invoice, unless the State awarding agency reasonably believes the request to be improper.

C. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

III. Working Capital Advance Method

A. IDHS Grant Program Managers will advance working capital payments to the grantee to cover their estimated disbursement needs for an initial period not to exceed two months of grant expenses. Startup costs may be approved if determined by IDHS Grant Program Managers to be allowable.

B. Grantees must submit monthly invoices for each of the one or two months covered by the Working Capital Advance in the format and method prescribed by the Grantor. Invoices must be submitted on or before the __15th__ day following the end of any respective monthly invoice period. Invoices must include only allowable incurred costs that have been paid by the grantee. For grant programs that have grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.

C. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

D. Working Capital Advance Payments are limited to a single occurrence per grant term.

E. Following the initial working capital advance payment, grantees will be paid via reimbursement method unless an IDHS Advance Payment Request Cash Budget Template is submitted for Advanced Payment Method.

----- END OF PROGRAM: SOCIAL ADJ & REHABILITATION/PI/OPS -----

PART TWO –GRANTOR-SPECIFIC TERMS

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

**ARTICLE XXIII
ADDITIONAL CERTIFICATIONS**

23.1 **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications legally apply to Grantee:

(a) **Adult Protective Services Act.** Grantee certifies that it is in compliance with the Adult Protective Services Act to protect people with disabilities who are abused, neglected or financially exploited and who, because of their disability, cannot seek assistance on their own behalf. Anyone who believes a person with a disability living in a domestic setting is being abused, neglected or financially exploited must file a complaint with the Illinois Department on Aging. Grantee has an obligation to report suspected fraud or irregularities committed by individuals or other entities with whom it interacts on Grantor's behalf and should make a report to the appropriate program office (320 ILCS 20/1 *et seq.*).

(b) **Grant Award Requirements.** Grantee certifies that it is in compliance with 45 CFR Part 93 and 45 CFR Part 94.

(c) **Business Entity Registration.** Grantee certifies that it is not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160 and 30 ILCS 500/50-37). Further, Grantee acknowledges that all contracts between State agencies and a business entity that do not comply with this Paragraph shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

**ARTICLE XXIV
ADDITIONAL TERMS**

24.1 **Renewal.** This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties. Grantee acknowledges that this Agreement does not create any expectation of renewal.

24.2 **Multiple Locations.** In the event that Grantee has more than one location, Grantee shall include in **EXHIBIT C** either (1) the address, phone number and hours of operation of each location, or (2) the address, phone number and hours of operation of Grantee's primary location.

24.3 **Changes in Key Grant Personnel.** When it is specifically required as a condition of an Award, the replacement of the Program director or a key person or a substantial reduction in the level of their effort, e.g., their unanticipated absence for more than three (3) months, or a twenty-five percent (25%) reduction in the time devoted to the Award purposes, requires Prior Approval from Grantor. When it is specifically required as a condition of an Award, Prior Approval will be required for the replacement or the substantial reduction in the level of effort of other personnel whose work is deemed by Grantor to be critical to the Award's successful completion. All requests for approval of changes in key Grant personnel shall be signed by Grantee's authorized representative and submitted to the appropriate Grantor program personnel. Evidence of the qualifications for replacement personnel (such as a résumé) shall be included. 2 CFR 200.308.

24.4 Grant Funds Recovery. The provisions of 89 Ill. Admin. Code 511 shall apply to any funds awarded that are subject to the Illinois Grant Funds Recovery Act.

24.5 Employee and Subcontractor Background Checks. Grantee certifies that neither Grantee, nor any employee or subcontractor who works on Grantor's premises, has a felony conviction. Any request for an exception to this rule must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction. Grantee will also supply Grantor with a list of individuals assigned to work on DHS' premises at least ten (10) working days prior to the start of their employment, unless circumstances prevent Grantee from giving a list within that time. If Grantee cannot provide a list, or the name of an individual, at least ten (10) working days prior to his/her employment, it shall do so as soon as possible. Grantor may conduct, at its expense, criminal background checks on Grantee's employees and subcontractors assigned to work on Grantor's premises. To the extent permitted by Illinois law, Grantee agrees to indemnify and hold harmless Grantor and its employees for any liability accruing from said background checks.

24.6 Gifts. In addition to the Gift ban described in Paragraph 22.1, Grantee will provide Grantor with advance notice of Grantee's provision of gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist Grantee in carrying out its responsibilities under this Agreement.

24.7 Current Contact Information and Notices. Grantee shall update its contact information, including email address, phone number and job title, in the Community Services Agreement (CSA) Tracking System under the My Info tab, when any such information changes. In addition, Grantee shall contact the DHS Office of Contract Administration when its mailing address changes to update that information. Grantee acknowledges and agrees that any notices from Grantor may be made to its mailing address, electronic mail (email) address, or facsimile (fax) telephone number, at Grantor's choosing. Such notice shall be effective upon dispatch.

24.8 Supplies Disposition. Grantee must obtain disposition instructions from Grantor when supplies, purchased in whole or in part with Grant Funds, are no longer needed for their intended purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any supplies to Grantor or a third party for any reason, including, without limitation, an Award is terminated or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the supplies according to applicable best practices, manufacturer's guidelines, federal and State laws or rules, including without limitation those contained at 2 CFR 200.310 to 2 CFR 200.326, and Department requirements stated herein. All obligations regarding use and ownership of supplies, purchased in whole or in part with Grant Funds, shall survive the termination of this Agreement.

24.9 Reporting Requirements. The reporting timeframes described in Paragraphs 10.1, 10.2, 11.1 and 11.2 are specified in **EXHIBIT B**. In addition, Grantee acknowledges it must cooperate with all Grantor-initiated post Close-out audits or reviews, including, but not limited to, submission of any Grantor-required forms.

24.10 Payment Information. Payment information described in PART ONE is specified in EXHIBIT F.

ARTICLE XXV MONITORING AND INFORMATION

25.1 Monitoring of Conduct. In addition to ARTICLE IX of **PART ONE**, Grantor shall monitor Grantee's conduct under this Agreement which may include, but shall not be limited to, reviewing records of performance in accordance with administrative rules, license status review, fiscal and audit review, Agreement compliance and

compliance with the affirmative action requirements of this Agreement. Grantor shall have the authority to conduct announced and unannounced monitoring visits and Grantee shall cooperate with Grantor in connection with all such monitoring visits. Failure of Grantee to cooperate with Grantor in connection with announced and unannounced monitoring visits is grounds for Grantor's termination of this Agreement.

25.2 Requests for Information. Grantor may request, and Grantee shall supply, upon request, necessary information and documentation regarding transactions constituting contractual (whether a written contract exists or not) or other relationships, paid for with funds received hereunder. Documentation may include, but is not limited to, information regarding Grantee's contractual agreements, identity of employees, shareholders and directors of Grantee and any party providing services which will or may be paid for with funds received hereunder, including, but not limited to, management and consulting services rendered to Grantee.

25.3 Rights of Review. This O does not give Grantor the right to review a license that is not directly related to the Award being audited nor does it allow Grantor to unilaterally revoke a license without complying with all due process rights to which Grantee is entitled under Federal, State or local law or applicable rules promulgated by Grantor.

ARTICLE XXVI WORK PRODUCT

26.1 Assignment of Work Product. "Work Product" means all the tangible materials, regardless of format, delivered by Provider to DHS under this Agreement. Grantee assigns to Grantor all right, title and interest in and to Work Product. However, nothing in this Agreement shall be interpreted to grant Grantor any right, title or interest in Grantee's intellectual property that has been or will later be developed outside this Award.

26.2 License to Grantor. To the extent Grantee-owned works are incorporated into Work Product, Grantee grants to Grantor a perpetual, non-exclusive, paid-up, world-wide license in the use, reproduction, publication and distribution of such Grantee-owned works when included within the Work Product. Grantee shall not copyright Work Product without Grantor's prior written consent.

26.3 License to Grantee; Objections. Grantor grants to Grantee a perpetual, non-exclusive, paid-up license to publish academic and scholarly articles based upon the services rendered under this Agreement. All materials to be published shall first be submitted to Grantor at least forty-five (45) days prior to publication or other disclosure. Upon written objection from Grantor, Grantee shall excise any confidential information, as that term is defined in applicable State and Federal statutes, federal regulations and Grantor administrative rules, from materials before publication. Grantor may also object to the publication on grounds other than confidentiality. As to the latter objections, Grantee and Grantor will attempt to resolve Grantor's concerns within the forty-five (45) day review period, or as otherwise agreed between the Parties. Grantor waives any objections not made to Grantee in writing before expiration of the review period.

26.4 Unresolved Objections; Disclaimer. If Grantor's objections on grounds other than confidentiality are not resolved within the review period or other such time as agreed by the Parties, then Grantee may publish the materials but shall include therein the following disclaimer: "Although the research or services underlying this article were funded in whole or in part by the [Grantor], the [Grantor] does not endorse or adopt the opinions or conclusions presented in the article." Notwithstanding the above, Grantor shall not have the right to control or censor the contents of Grantee publications.

ARTICLE XXVII

POST-TERMINATION/NON-RENEWAL

27.1 Duties. Upon notice by Grantor to Grantee of the termination of this Agreement or notice that Grantor will not renew, extend or exercise any options to extend the term of this Agreement, or that Grantor will not be contracting with Grantee beyond the term of this Agreement, Grantee shall, upon demand:

(a) Cooperate with Grantor in assuring the transition of recipients of services hereunder for whom Grantee will no longer be providing the same or similar services or who choose to receive services through another Grantee.

(b) To the extent permitted by law, provide copies of all records related to recipient services funded by Grantor under this Agreement.

(c) Grant reasonable access to Grantor to any and all Program sites serving recipients hereunder to facilitate interviews of recipients to assure a choice process by which recipients may indicate provider preference.

(d) Provide detailed accounting of all service recipients' funds held in trust by Grantee, as well as the identity of any recipients for whom Grantee is acting as a representative payee of last resort.

27.2 Survival. The promises and covenants of this Article shall survive the Term of this Agreement for the purposes of the necessary transition of recipients of services hereunder.

**ARTICLE XXVIII
LINGUISTIC AND CULTURAL COMPETENCY GUIDELINES AND ASSURANCE**

28.1 Applicability. This Article does not apply to governmental bodies or institutions of higher education.

28.2 Plan Creation. For Grantees that do not have a Linguistic and Cultural Competency (LCC) Plan, the Grantee shall create its LCC Plan within one year following execution of this Agreement. The LCC Plan, including creation guidelines, is described on the Internet at <http://www.dhs.state.il.us/page.aspx?item=66602>.

28.3 Plan Implementation. For Grantees that have an LCC Plan, the Grantee certifies that it is updated annually to identify all goals met and to describe any efforts made toward meeting additional goals still in progress.

28.4 Plan Submission. Upon request, Grantee shall submit to the Grantor its LCC Plan, including any updates.

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PART THREE –PROJECT-SPECIFIC TERMS

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

**ARTICLE XXIX
ADDITIONAL REQUIREMENTS**

29.1 Program Manual. The related Program Manual, if applicable, can be found via the following DHS website: <http://www.dhs.state.il.us/page.aspx?item=29741> and is hereby incorporated into this Agreement.

29.2 Program Attachment. The related Program Attachment, if applicable, is J . It can be found via the following DHS website: <http://www.dhs.state.il.us/page.aspx?item=29741> and is hereby incorporated into this Agreement.

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**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Agreement Numbers. **FCSFJ00210**

State Agency Illinois Department of Human Services

FY. 2027

Grantee DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number. 27-444-80-1213-01

Data Universal Number System (DUNS) Number 135836026

FEIN 366006551

Catalog of State Financial Assistance (CSFA) Number 444-80-1213

CSFA Short Description. SOCIAL ADJ & REHABILITATION/P

Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A

CFDA Short Description. see linked Agreement Exhibit-A

Section A: State of Illinois Funds

REVENUES	Total
State of Illinois Requested:	\$77,339.00
Budget Expenditure Categories	
1. Personnel (200.430)	\$77,339.47
2. Fringe Benefits (200.431)	N/A
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	N/A
7. Consultant (200.459)	N/A
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	N/A
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	N/A
16. Total Direct Costs (add lines 1-15) (200.413)	\$77,339.47
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs State Grant Funds Lines 16 and 17 MUST EQUAL REVENUE TOTALS ABOVE	\$77,339.00

Note: Total may be adjusted for rounding.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Agreement Numbers. **FCSFJ00210**

State Agency Illinois Department of Human Services

FY. 2027

Grantee DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number. 27-444-80-1213-01

Data Universal Number System (DUNS) Number 135836026

FEIN 366006551

Catalog of State Financial Assistance (CSFA) Number 444-80-1213

CSFA Short Description. SOCIAL ADJ & REHABILITATION/P

Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A

CFDA Short Description. see linked Agreement Exhibit-A

Section B: Non-State of Illinois Funds

REVENUES	Total
Grantee Match Requirement %: 25.00	
b) Cash	\$25,780.00
c) Non-Cash	N/A
d) other Funding and Contributions	N/A
Total Non-State Funds (lined b through d)	\$25,780.00
Budget Expenditure Categories	
1. Personnel (200.430)	\$25,780.14
2. Fringe Benefits (200.431)	N/A
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	N/A
7. Consultant (200.459)	N/A
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	N/A
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	N/A
16. Total Direct Costs (add lines 1-15) (200.413)	\$25,780.14
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs Non-State Grant Funds Lines 16 and 17 MUST EQUAL REVENUE TOTALS ABOVE	\$25,780.00

Note: Total may be adjusted for rounding.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Agreement Numbers. FCSFJ00210

State Agency Illinois Department of Human Services

FY. 2027

Grantee DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number. 27-444-80-1213-01

Data Universal Number System (DUNS) Number 135836026

FEIN 366006551

Catalog of State Financial Assistance (CSFA) Number 444-80-1213

CSFA Short Description. SOCIAL ADJ & REHABILITATION/P

Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A

CFDA Short Description. see linked Agreement Exhibit-A

Budget Narrative Summary

When you have completed the budget Category pages, the totals for each category should appear in the corresponding rows below. Additionally, the amount of State requested funds and non-State funds that will support the project are also listed. Verify the amounts and the Total Project Costs.

Budget Category	State	Non-State	Total
1. Personnel	\$77,339.47	\$25,780.14	\$103,119.61
2. Fringe Benefits	N/A	N/A	N/A
3. Travel	N/A	N/A	N/A
4. Equipment	N/A	N/A	N/A
5. Supplies	N/A	N/A	N/A
6. Contractual Services	N/A	N/A	N/A
7. Consultant (Professional Services)	N/A	N/A	N/A
8. Construction	N/A	N/A	N/A
9. Occupancy (Rent and Utilities)	N/A	N/A	N/A
10. Research and Development (R & D)	N/A	N/A	N/A
11. Telecommunications	N/A	N/A	N/A
12. Training and Education	N/A	N/A	N/A
13. Direct Administrative Costs	N/A	N/A	N/A
14. Other or Miscellaneous Costs	N/A	N/A	N/A
15. GRANT EXCLUSIVE LINE ITEM(S)	N/A	N/A	N/A
16. Total Direct Costs (add lines 1-15) (200.413)	\$77,339.47	\$25,780.14	\$103,119.61
17. Indirect Cost	N/A	N/A	N/A
State Request	\$77,339.00		
Non-State Amount		\$25,780.00	
TOTAL PROJECT COSTS			\$103,119.00

Note: Total may be adjusted for rounding.



Budget Transfer

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

File #: 26-1606

Agenda Date: 6/16/2026

Agenda #: 8.A.

DuPage County, Illinois
 BUDGET ADJUSTMENT
 Effective April 1, 2025

From: 1300
 Company #

CORONER'S FEE
 From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
4130	52320		MEDICAL/DENTAL/LAB SUPPLIES	\$ 7,000.00	26,365.66	19,365.66	5/22/26
4130	53610		INSTRUCTION & SCHOOLING	\$ 1,500.00	10,745.00	9,245.00	5/22/26
				Total	\$ 8,500.00		

To: 1300
 Company #

CORONER'S FEE
 To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
4130	50000		REGULAR SALARIES	\$ 5,000.00	52,600.00	57,600.00	5/22/26
4130	51010		EMPLOYER SHARE I.M.R.F.	\$ 1,000.00	5,230.64	6,230.64	5/22/26
4130	51030		EMPLOYER SHARE SOCIAL SECURITY	\$ 1,000.00	4,150.40	5,150.40	5/22/26
4130	51040		EMPLOYEE MED & HOSP INSURANCE	\$ 1,000.00	4,471.03	5,471.03	5/22/26
4130	50080		SALARY & WAGE ADJUSTMENTS	\$ 500.00	1,650.00	2,150.00	5/22/26
				Total	\$ 8,500.00		

Reason for Request:

These are an estimation of what it will cost to add a headcount of a new Deputy Coroner.

Department Head _____

05/22/26
 Date

Activity _____
 (optional)

Chief Financial Officer _____
 Date

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

Finance Department Use Only

Fiscal Year 26 Budget Journal # _____ Acctg Period _____

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

JPS - 6/2/26

FIN/CB - 6/9/26



Budget Transfer

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

File #: 26-1761

Agenda Date: 6/16/2026

Agenda #: 8.B.



Judicial/Public Safety Change Order with Resolution

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

File #: JPS-CO-0005-26

Agenda Date: 6/16/2026

Agenda #: 7.E.1.

AMENDMENT TO COUNTY CONTRACT 7753-1-SERV ISSUED TO
TRINITY SERVICES GROUP INC.
TO PROVIDE MEAL SERVICE TO DETAINEES IN THE JAIL
FOR SHERIFF'S OFFICE
(INCREASE ENCUMBRANCE \$71,000, 4.50%)

WHEREAS, County Contract 7753-1-SERV was approved by the Judicial and Public Safety Committee on June 10, 2025; and

WHEREAS, the Judicial and Public Safety Committee recommends changes as stated in the Change Order Notice to County Contract 7753-1-SERV, issued to Trinity Services Group Inc. to provide meal service to detainees in the jail for the Sheriff's Office due increase in jail population and increase the contract by \$71,000, resulting in an amended contract total of \$1,648,879.78, an increase of 4.50%.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopt the Change Order Notice to County Contract 7753-1-SERV, issued to Trinity Services Group Inc. to provide meal service to detainees for the Sheriff's Office, due to increase in jail population and increase the contract by \$71,000, resulting in an amended contract total of \$1,648,879.78, an increase of 4.50%.

Enacted and approved this 23rd day of June, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

JPS 6/16
 FI+CB 6/23

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division
 Revised 10-01-2025

Date: Jun 4, 2026

File ID #: 26-1665

Purchase Order #: 7753-1-SERV	Original Purchase Order Date: Jun 1, 2025	Change Order #:	Department: Sheriff's Office
Vendor Name: Trinity Services Group, Inc.		Vendor #: 30797	Dept. Contact: Colleen Zbilski
Action Requested and Reason for Change Order Request: Increase contract total (line 2) by \$71,000.00, due to rise in detainee population. New contract total \$1,648,879.78.			

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

A	Starting Contract Value		\$1,577,879.78
B	Net \$ Change for Previous Change Order		
C	Current Contract Amount (A + B)		\$1,577,879.78
D	Amount of this Change Order	<input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$71,000.00
E	New Contract Amount (C + D)		\$1,648,879.78
F	Cumulative Change Order Amount (B + D)		\$71,000.00
G	Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)		4.50%

DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- Cancel Entire Order
- Close Contract
- Contract Extension (≤59 Days)
- Update Budget Code
- Change Budget Code From: _____ to: _____
- Increase/Decrease Quantity From: _____ to: _____
- Price Shows: _____ should be: _____
- Move Funds Between Lines
- Decrease Remaining Encumbrance and Close Contract
- Increase Encumbrance and Close Contract
- Decrease Encumbrance
- Increase Encumbrance

DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- Contract Extension Greater Than 59 Days From _____ to: _____
- Cancel Contract
- Cumulative Increase Greater Than \$10,000 (Row 'F' Above)
- Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Meal costs at the DuPage County Jail were greater than original contract due to jail population greater than anticipated

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

Bid 23-026-SHF

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

N/A

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

Increase total contract by \$71,000.00. New contract total \$1,648,879.78, an increase of 4.50%

APPROVALS - Initials Only

CZ	2122	Jun 4, 2026	CZ	2122	Jun 4, 2026
Prepared By	Phone Ext.	Date	Recommended for Approval	Phone Ext.	Date
<u>8</u>					
Reviewed by Procurement Officer	Date	<u>6/6/2026</u>	Completed by Buyer		Date



DuPage County
 Finance Department
 Procurement Division
 421 North County Farm Road
 Room 3-400
 Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	23-026-SHF
COMPANY NAME:	Trinity Service Group, Inc
CONTACT PERSON:	Mark Horneffer
CONTACT EMAIL:	Mark.horneffer@trinityservicesgroup.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- Yes
 No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

Yes

No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

[Ethics | DuPage Co., IL](#)

The full text of the County's Procurement Ordinance is available at:

[ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library](#)

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: James M. Perry

Signature: 

Title: Sr. Vice President

Date: 4/16/2026



Consent Item

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

File #: 26-1762

Agenda Date: 6/16/2026

Agenda #: 10.A.

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

Consent
JPS 6/16
CB 6/23

Date: Jun 8, 2026

File ID #: 25-1455

Purchase Order #: 7768-0001-SERV	Original Purchase Order Date: Jul 9, 2025	Change Order #: 2	Department: Probation & Court Services
Vendor Name: Lauren McLaughlin		Vendor #: 41966	Dept. Contact: Sharon Donald
Action Requested and Reason for Change Order Request: Extend the PO #7768-0001-SERV through the end of the grant period 9-30-2026. No change to the contract total amount.			

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

A	Starting Contract Value	\$45,000.00
B	Net \$ Change for Previous Change Order	
C	Current Contract Amount (A + B)	\$45,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New Contract Amount (C + D)	\$45,000.00
F	Cumulative Change Order Amount (B + D)	
G	Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%

DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- Cancel Entire Order
- Close Contract
- Contract Extension (≤59 Days)
- Update Budget Code
- Change Budget Code From: _____ to: _____
- Increase/Decrease Quantity From: _____ to: _____
- Price Shows: _____ should be: _____
- Move Funds Between Lines
- Decrease Remaining Encumbrance and Close Contract
- Increase Encumbrance and Close Contract
- Decrease Encumbrance
- Increase Encumbrance

DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- Contract Extension Greater Than 59 Days From Jul 9, 2026 to: Sep 30, 2026
- Cancel Contract
- Cumulative Increase Greater Than \$10,000 (Row 'F' Above)
- Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Drug Court has partnered with two community-based agencies, PATH to Recovery, and Serenity House, to deliver recovery coaching services to participants. This contract should be extended to line up with the grant expiration date of 9-30-2026. However, the department is seeking to extend the grant for another year.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

An interview process was used to vet the contractual position.


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

1) Staff recommends the extension of this contract to Lauren McLaughlin to continue to provide Recovery Coach Coordinator services.
2) The Recovery Coach Coordinator will continue to work with program staff to ensure there are an appropriate number of coaches to partnered with participants.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

The Drug Court and VA grant has allocated funds to support these services. FY' 25 -\$20,000- FY'26-\$25,000 - 5000-6155-Activity Code #15PBJA21GG04221

APPROVALS - Initials Only

DHS	8411	Jun 8, 2026	SAD	8413	Jun 8, 2026
Prepared By	Phone Ext.	Date	Recommended for Approval	Phone Ext.	Date
					
Reviewed by Procurement Officer	Date		Completed by Buyer	Date	
	6/10/2026				



Consent Item

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

File #: 26-1734

Agenda Date: 6/16/2026

Agenda #: 10.B.

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

Consent
JPS 6/16
CB 6/23

Date: Jun 5, 2026

File ID #: 26-1734

Purchase Order #: 7523	Original Purchase Order Date: Dec 1, 2024	Change Order #: 5	Department: Sheriff's Office (IT)
Vendor Name: CDW LLC		Vendor #: 10667	Dept. Contact: Jason Snow
Action Requested and Reason for Change Order Request: Decrease PO by (\$49,291.62) to \$0.00 and close PO. PO Expired on 11/30/2025.			

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

A	Starting Contract Value		\$340,000.00
B	Net \$ Change for Previous Change Order		
C	Current Contract Amount (A + B)		\$340,000.00
D	Amount of this Change Order	<input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$49,291.62)
E	New Contract Amount (C + D)		\$290,708.38
F	Cumulative Change Order Amount (B + D)		(\$49,291.62)
G	Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)		-14.50%

DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- Cancel Entire Order
- Close Contract
- Contract Extension (≤59 Days)
- Update Budget Code
- Change Budget Code From: _____ to: _____
- Increase/Decrease Quantity From: _____ to: _____
- Price Shows: _____ should be: _____
- Move Funds Between Lines
- Decrease Remaining Encumbrance and Close Contract
- Increase Encumbrance and Close Contract
- Decrease Encumbrance
- Increase Encumbrance

DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- Contract Extension Greater Than 59 Days From _____ to: _____
- Cancel Contract
- Cumulative Increase Greater Than \$10,000 (Row 'F' Above)
- Other - Explain In Summary Explanation Box Below


Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

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

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

APPROVALS - Initials Only

SR		Jun 5, 2026	CZ	2122	Jun 10, 2026
Prepared By	Phone Ext.	Date	Recommended for Approval	Phone Ext.	Date
		6/10/2026			
Reviewed by Procurement Officer	Date		Completed by Buyer	Date	



Consent Item

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

File #: 26-1763

Agenda Date: 6/16/2026

Agenda #: 10.C.

Consent
JPS 6/1/16
OB 6/23

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division
Revised 10-01-2025

Date: Jun 8, 2026

File ID #:

Purchase Order #: 8080-0001 SERV	Original Purchase Order Date: Dec 1, 2025	Change Order #: 1	Department: CCT
Vendor Name: Worobec, William		Vendor #: 12961	Dept. Contact: Nicole Swiss
Action Requested and Reason for Change Order Request: Decrease PO by (\$24,000.00) to \$0.00 and close PO. Contract cancelled			

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

A	Starting Contract Value	\$48,000.00
B	Net \$ Change for Previous Change Order	
C	Current Contract Amount (A + B)	\$48,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$24,000.00)
E	New Contract Amount (C + D)	\$24,000.00
F	Cumulative Change Order Amount (B + D)	(\$24,000.00)
G	Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-50.00%

DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- Cancel Entire Order
- Close Contract
- Contract Extension (\leq 59 Days)
- Update Budget Code
- Change Budget Code From: _____ to: _____
- Increase/Decrease Quantity From: _____ to: _____
- Price Shows: _____ should be: _____
- Move Funds Between Lines
- Decrease Remaining Encumbrance and Close Contract
- Increase Encumbrance and Close Contract
- Decrease Encumbrance
- Increase Encumbrance

DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- Contract Extension Greater Than 59 Days From _____ to: _____
- Cancel Contract
- Cumulative Increase Greater Than \$10,000 (Row 'F' Above)
- Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

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

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

APPROVALS - Initials Only

NS
Prepared By _____ Phone Ext. _____ Date Jun 8, 2026

Signature on File
Recommended for Approval _____ Phone Ext. _____ Date _____


Reviewed by Procurement Officer _____ Date 6/9/2026

Completed by Buyer _____ Date _____



Consent Item

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

File #: 26-1764

Agenda Date: 6/16/2026

Agenda #: 10.D.

Consent
JPS 6/16
CB 6/23

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division
Revised 10-01-2025

Date: Jun 8, 2026

File ID #: _____

Purchase Order #: 8081-0001 SERV	Original Purchase Order Date: Dec 1, 2025	Change Order #: 1	Department: CCT
Vendor Name: Worobec, William		Vendor #: 12961	Dept. Contact: Nicole Swiss
Action Requested and Reason for Change Order Request: Decrease PO by (\$21,000.00) to \$0.00 and close PO. Contract cancelled			

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE		
A	Starting Contract Value	\$42,000.00
B	Net \$ Change for Previous Change Order	
C	Current Contract Amount (A + B)	\$42,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$21,000.00)
E	New Contract Amount (C + D)	\$21,000.00
F	Cumulative Change Order Amount (B + D)	(\$21,000.00)
G	Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-50.00%

DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- Cancel Entire Order
- Close Contract
- Contract Extension (≤59 Days)
- Update Budget Code
- Change Budget Code From: _____ to: _____
- Increase/Decrease Quantity From: _____ to: _____
- Price Shows: _____ should be: _____
- Move Funds Between Lines
- Decrease Remaining Encumbrance and Close Contract
- Increase Encumbrance and Close Contract
- Decrease Encumbrance
- Increase Encumbrance

DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- Contract Extension Greater Than 59 Days From _____ to: _____
- Cancel Contract
- Cumulative Increase Greater Than \$10,000 (Row 'F' Above)
- Other - Explain In Summary Explanation Box Below


Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

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

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

APPROVALS - Initials Only

NS		Jun 8, 2026		Signature on File		
Prepared By	Phone Ext.	Date		Recommended for Approval	Phone Ext.	Date
		6/10/2026				
Reviewed by Procurement Officer	Date			Completed by Buyer	Date	



Consent Item

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

File #: 26-1765

Agenda Date: 6/16/2026

Agenda #: 10.E.

CONSENT
JPS 6/1/26
CB 6/23

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division
Revised 10-01-2025

Date: Jun 1, 2026

File ID #: _____

Purchase Order #: 6879	Original Purchase Order Date: Mar 1, 2024	Change Order #: 3	Department: OHSEM
Vendor Name: Monterrey Security Consultants		Vendor #: 37860	Dept. Contact: James Gandy
Action Requested and Reason for Change Order Request: Decrease PO by (\$308,474.32) to \$0.00 and close PO. PO Expired on 2/28/2025.			

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE		
A	Starting Contract Value	\$1,518,375.00
B	Net \$ Change for Previous Change Order	
C	Current Contract Amount (A + B)	\$1,518,375.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$308,474.32)
E	New Contract Amount (C + D)	\$1,209,900.68
F	Cumulative Change Order Amount (B + D)	(\$308,474.32)
G	Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-20.32%

DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- Cancel Entire Order Close Contract Contract Extension (≤59 Days) Update Budget Code
- Change Budget Code From: _____ to: _____
- Increase/Decrease Quantity From: _____ to: _____
- Price Shows: _____ should be: _____ Move Funds Between Lines
- Decrease Remaining Encumbrance and Close Contract Increase Encumbrance and Close Contract Decrease Encumbrance Increase Encumbrance

DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- Contract Extension Greater Than 59 Days From _____ to: _____ Cancel Contract
- Cumulative Increase Greater Than \$10,000 (Row 'F' Above) Other - Explain In Summary Explanation Box Below


Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

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

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

APPROVALS - Initials Only

SR		Jun 1, 2026		2916	6/4/2026
Prepared By	Phone Ext.	Date	Recommended for Approval	Phone Ext.	Date
Reviewed by Procurement Officer		6/8/2026	Completed by Buyer		Date



Consent Item

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

File #: 26-1766

Agenda Date: 6/16/2026

Agenda #: 10.F.

Consent
 JPS 6/1/26
 CB 6/23

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division
 Revised 10-01-2025

Date: Jun 1, 2026

File ID #:

Purchase Order #: 5567	Original Purchase Order Date: Dec 1, 2021	Change Order #: 4	Department: OHSEM
Vendor Name: Securadyne Systems Intermediate		Vendor #: 33755	Dept. Contact: James Gandy
Action Requested and Reason for Change Order Request: Decrease PO by (\$98,645.14) to \$0.00 and close PO. PO Expired on 1/28/2025.			

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

A	Starting Contract Value	\$217,080.00
B	Net \$ Change for Previous Change Order	
C	Current Contract Amount (A + B)	\$217,080.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$98,645.14)
E	New Contract Amount (C + D)	\$118,434.86
F	Cumulative Change Order Amount (B + D)	(\$98,645.14)
G	Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-45.44%

DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- Cancel Entire Order
- Close Contract
- Contract Extension (≤59 Days)
- Update Budget Code
- Change Budget Code From: _____ to: _____
- Increase/Decrease Quantity From: _____ to: _____
- Price Shows: _____ should be: _____
- Move Funds Between Lines
- Decrease Remaining Encumbrance and Close Contract
- Increase Encumbrance and Close Contract
- Decrease Encumbrance
- Increase Encumbrance

DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- Contract Extension Greater Than 59 Days From _____ to: _____
- Cancel Contract
- Cumulative Increase Greater Than \$10,000 (Row 'F' Above)
- Other - Explain In Summary Explanation Box Below



Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

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

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

APPROVALS - Initials Only

SR		Jun 1, 2026		2916	6/4/2026
Prepared By	Phone Ext.	Date	Recommended for Approval	Phone Ext.	Date
		6/8/2026			
Reviewed by Procurement Officer	Date		Completed by Buyer	Date	



Informational

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

File #: 26-1767

Agenda Date: 6/16/2026

Agenda #: 11.A.

Safe Harbor

May 2026
Monthly Report

Notes from the Executive Director,

May has been a much busier month. A total of 94 children spent time in Safe Harbor. As in previous months we continue to see more children in the afternoon, children are also spending more time with us when they come in.

In May we saw more parents going to the State's Attorney office than in previous months.

There was an incident with an attorney using Safe Harbor for her childcare. I recognized her name because a past Safe Harbor volunteer did an internship with her office and would speak highly of her. When I questioned if she worked at one of the legal offices, she said she was a secretary, but it was a long time ago. She filled out her name but scratched off her last name and then hyphenated it with the last name on her case. When she came and picked up her son, I again questioned if she was an attorney, which she again denied. She told me she was in court with her sister because she had no one to go with her. Her license also had her name that was familiar to me. She checked off she found out about Safe Harbor from the court website, where it clearly states Safe Harbor is not for jurors or attorneys' use.

I made a complaint to DCFS regarding a family who is familiar to staff of Safe Harbor. The older brother (who I had never met) was signing the kids in and out of Safe Harbor since mom was unsure if she was going to be detained. This happened during pick up. Mom wasn't detained and I asked her to come in because her son did not want to leave. While I was sitting at my desk, the 4-year-old and 18-year-old (brother who checked the children in) were standing right in front of me. Klio and I witnessed the 4-year-old girl touch her 18-year-old brother in his private area and looked up smiling to him saying, "I'm touching you there, I'm touching you there". Mom had her back to this while she was helping pick out a toy for her other child. I discussed it with Klio, and we both felt it was inappropriate and could be an indication of something more happening.

Sara Addante

Ages of Children May 2026

Ages	Monthly Total	Year-To-Date
15		
14		
13		
12	5	10
11	2	6
10	3	15
9	5	18
8	4	17
7	8	26
6	7	30
5	11	42
4	13	55
3	17	50
2	7	43
1	10	40
Under 1 year	2	14
Total	94	366

Case Category & Courtrooms May 2026

Traffic**Year to Date**

1001	11	30
1002	7	16
1003	6	24
Total	24	70

Chancery

1004	4	7
2004		
2005		
2007		1
2009	1	4
2011		
Total	5	12

Law

2006	1	2
2008		
2014		
2016		
2018		
2020		
3011	3	3
Total	4	5

Case Category & Courtrooms (Continued)

Domestic Relations**Year-To-Date**

2000		2
2001	5	46
2002	2	6
2003	1	16
3000		
3002	2	5
3003		4
3004	2	2
3005		1
3006		4
3007		5
3009		1
3012	3	5
Total	15	97

Misdemeanor

3001A		3
3010	1	7
4001	2	7
4003	2	11
4005	1	12
4007	6	30
4015	1	3
4016	1	21
4017	5	17
Total	19	111

Case Category & Courtrooms (Continued)

Felony**Year-To-Date**

4000	1	7
4002	2	8

4004	3	5
4006	3	5
4010		1
4012	1	2
4014	2	8
Total	12	36

Other Court Locations

Clerk		3
Help Desk rm 2017	2	6
Arbitration rm 354		
State's Attorney	8	14
Probation	4	10
Family Shelter- (Order of Protection not given)	2	9
Total	16	42

Total Cases: 95*

Total Cases YTD:373

*Parents had more than one case on same day

Attorneys Referring Safe Harbor

Frank Scarpino

Steve Mevorah

Robert Stroh

Richard Kayne

Additional Ways Parents Heard About Safe Harbor

Attorney	1	7
Court Website	6	15
Deputy	19	64
Other	39	121
Total	65	207

Additional Information for May 2026

Total number of children for May 2026

A.M.	67	296
P.M.	27	70
Total (A.M & P.M)	94	366

Average Lenth of stay = 1.01

Y.T.D. = 1.53

Volunteer Information

		Year to Date
Cheryl Tiede	12	68
Carol Jacobs	8	40
Cori Cohen	16	36
Susan Battaglia	16	72
Laurie Bullock	16	76
Rita Grasser	8	28
Brenda Carroll	20	80
Daisy Weinz	16	68
Kelly Steciak	0	20

Cierra Claudio	4	32
Total	116	520

Volunteer(s) of the Month

Brenda Carroll

Daisy Weinz

(picked up additional hours when additional staff were needed)

Safe Harbor Operating Hours

May 2026

Date Hours Open	Last Entrance	Closing Time	No. of
May1	1:15	4:00	8
May 4	2:00	3:00	7
May 5	1:25	3:00	7
May 6	1:00	3:00	7
May 7	1:20	3:00	7
May 8	1:15	3:00	7

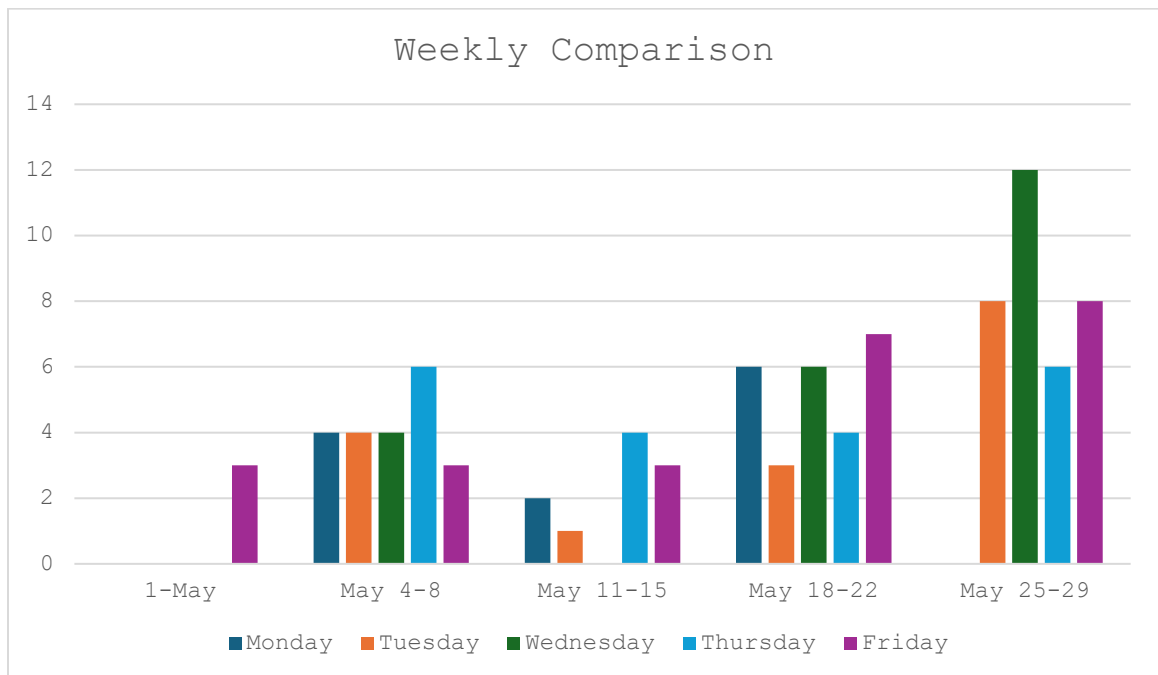
May 11	1:30	3:00	7
May 12		3:00*	7
May 13		3:00*	7
May 14	1:25	3:00	7
May 15	1:30	3:00	7

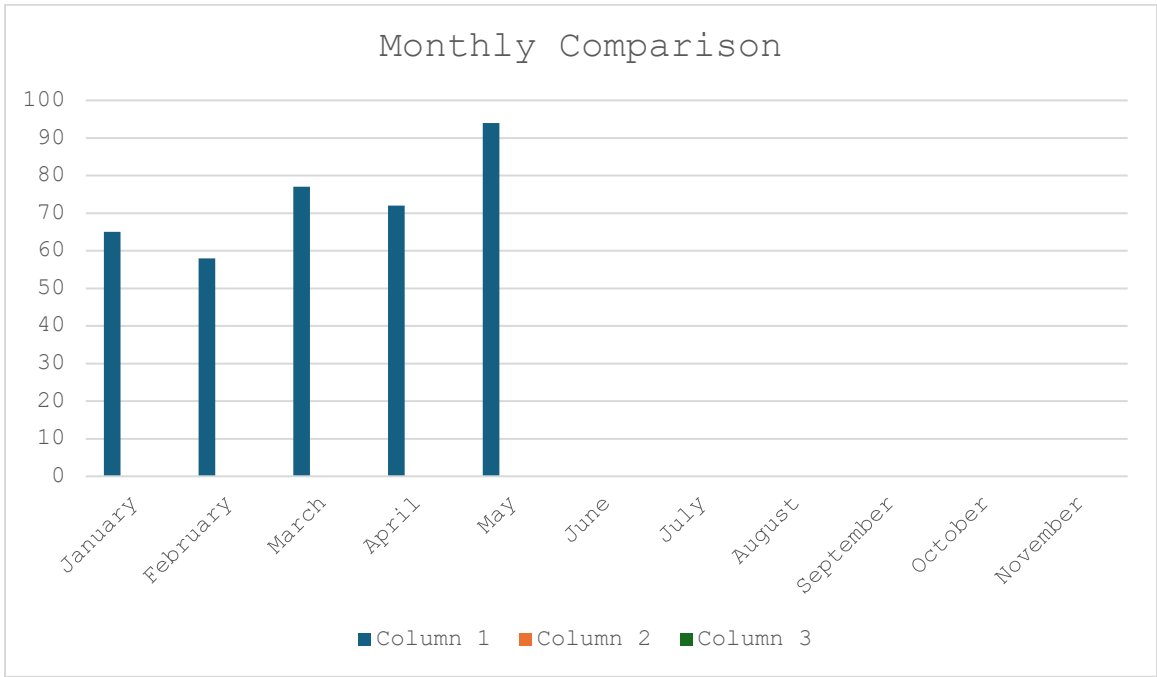
May 18		3:00*	7
May 19		3:00*	7
May 20	1:55	3:30	7.5
May 21		3:00*	7
May 22		3:00*	7

May 25	Closed	Holiday	0
May 26	1:15	3:45	7.75
May 27	1:40	3:15	7.25
May 28	1:45	3:00	7
May 29	1:00	3:00	7

Total Operating Hours for May 2026 = 142.5 Hours

*Children were not present in the waiting room.







Informational

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

File #: 26-1768

Agenda Date: 6/16/2026

Agenda #: 11.B.



DUPAGE COUNTY PUBLIC DEFENDER

Jeffrey R. York, Chief Public Defender

June 5, 2026

Ms. Lucy Chang Evans
Chairwoman of the Judicial
Public Safety Committee
County Board Offices
421 N. County Farm Road
Wheaton, IL 60187

RE: Monthly Statistical Report

Dear Ms. Chang Evans:

Pursuant to 55 ILCS 5/3-4010, enclosed is a copy of the monthly report of services rendered by the Public Defender's Office through May 31, 2026.

Sincerely,



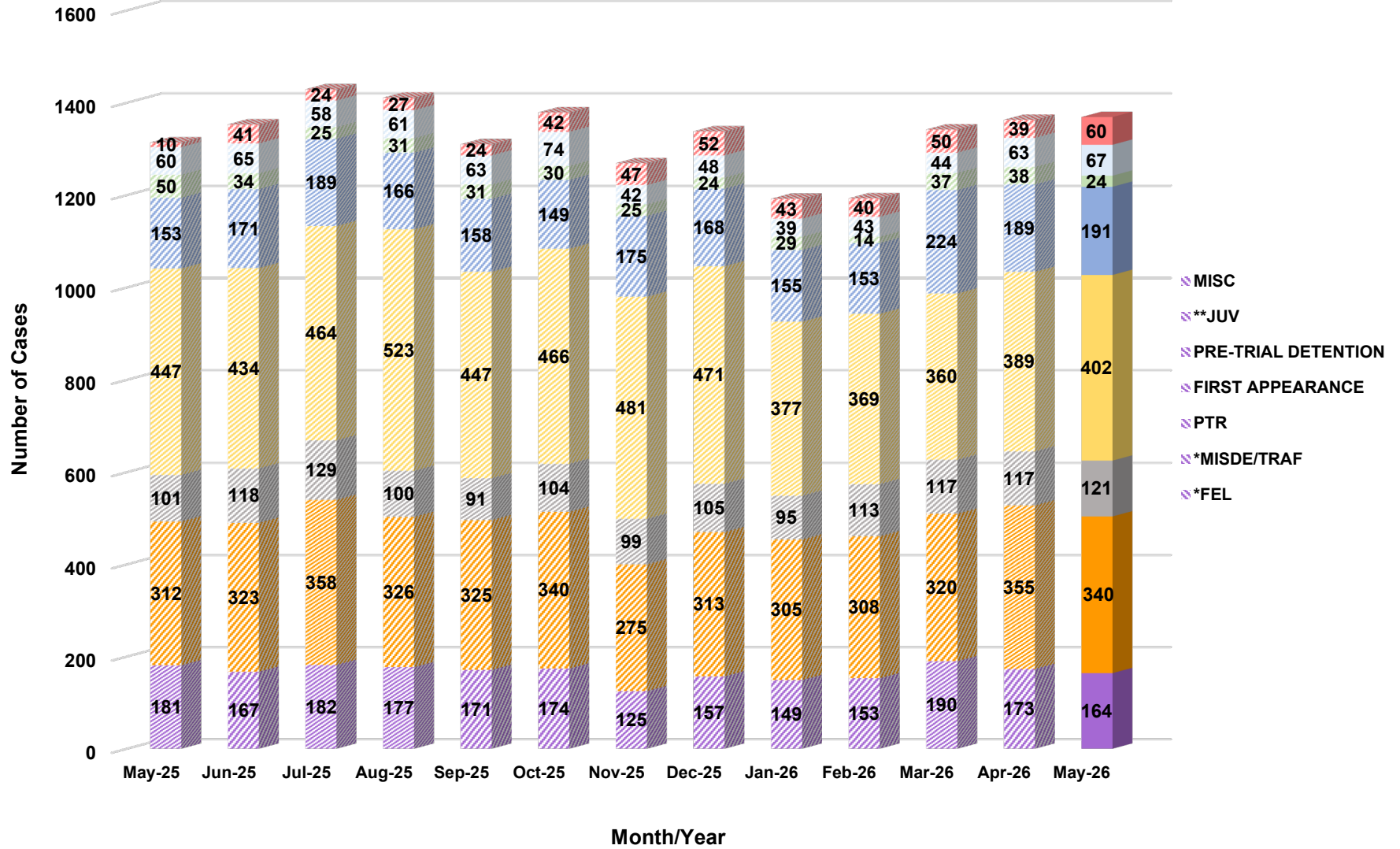
JEFFREY R. YORK
Public Defender of DuPage County

JRY/mb
encl.

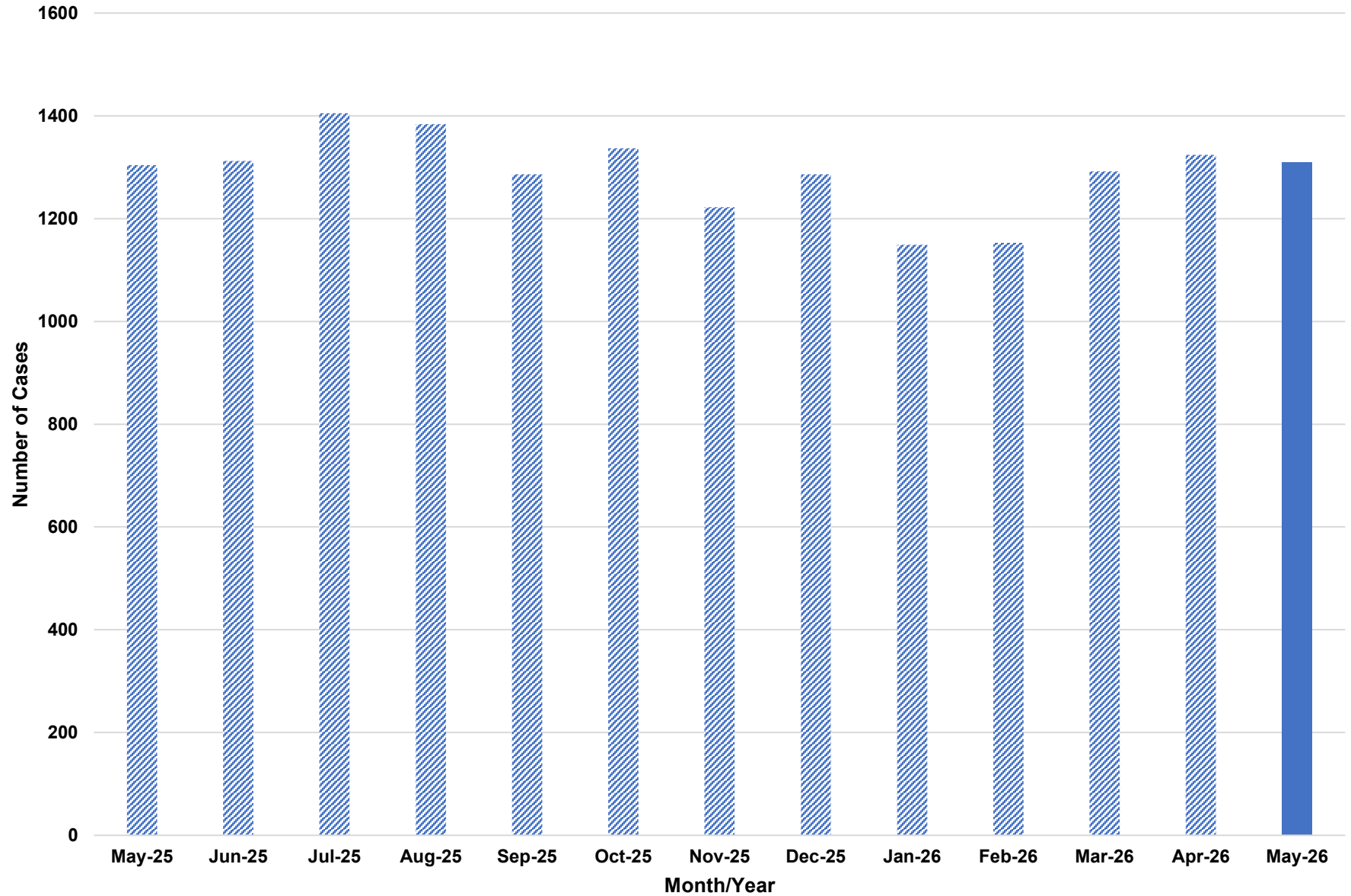
Public Defender's Office - New Case Appointments - May 2026

Case Type	Case Sub Type	Number of Cases
Criminal	Felony	164
Criminal	Misdemeanor	340
Juvenile Abuse and Neglect		0
Juvenile Delinquency		24
Mental Health & Miscellaneous		67
Pre-Trial First Appearance		402
Pre-Trial Detention		191
PTR	Felony/Misdemeanor	121
Total		1309

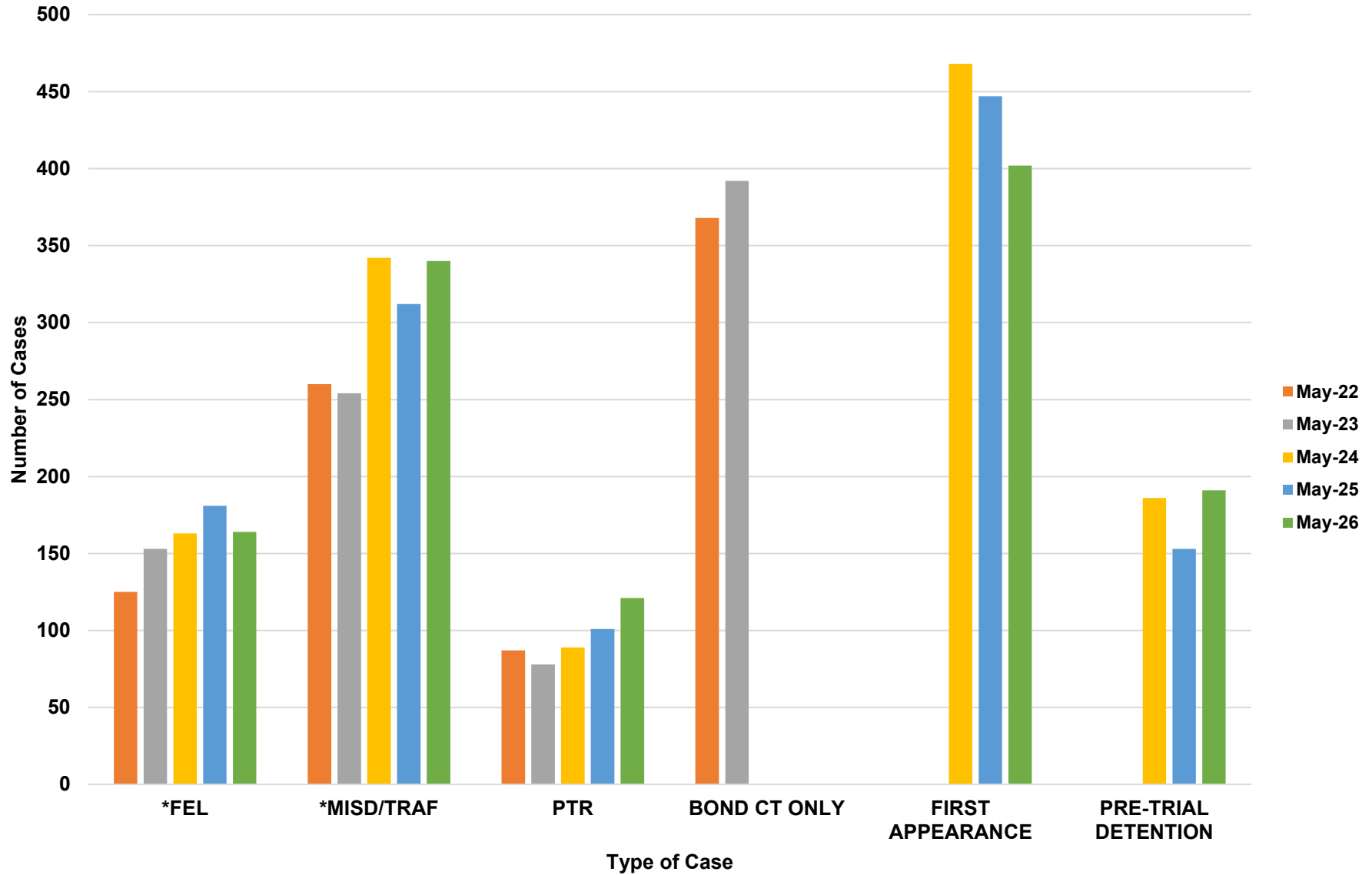
Public Defender's Office - New Appointments - By Category Stacked May 2025 - May 2026



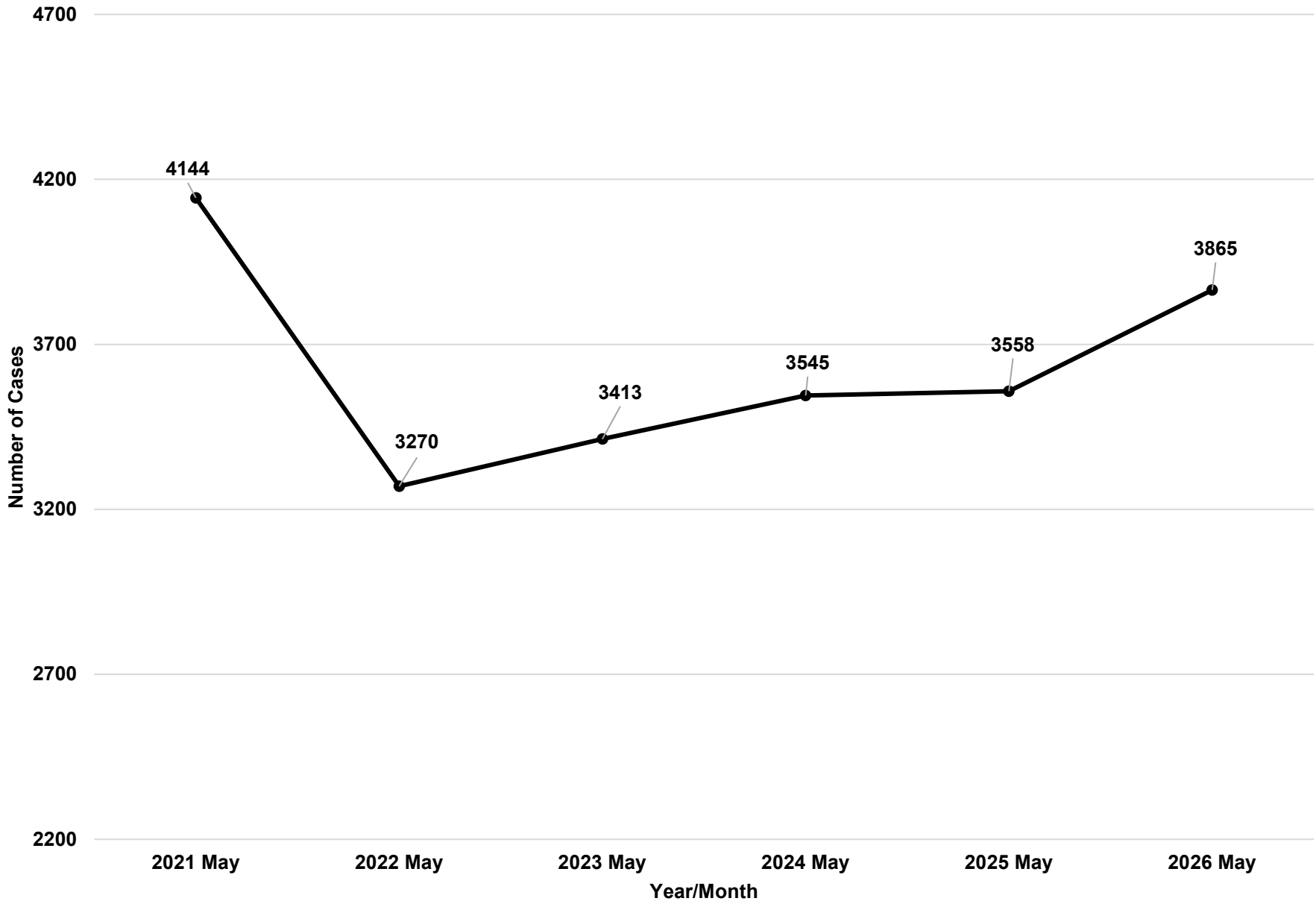
Public Defender's Office - New Case Appointments May 2025 - May 2026



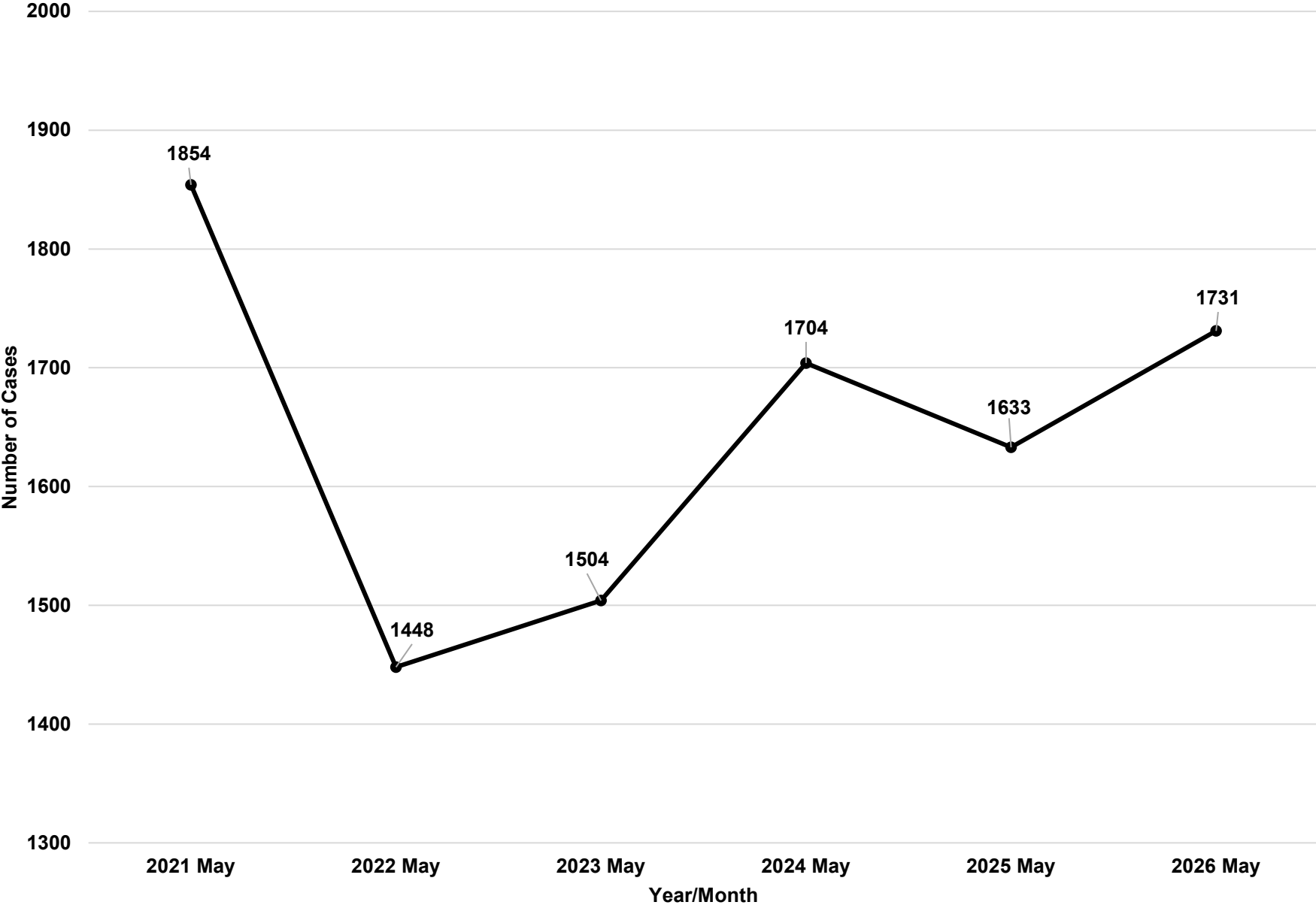
Public Defender's Office - New Case Appointment by Type May 2022 - May 2026



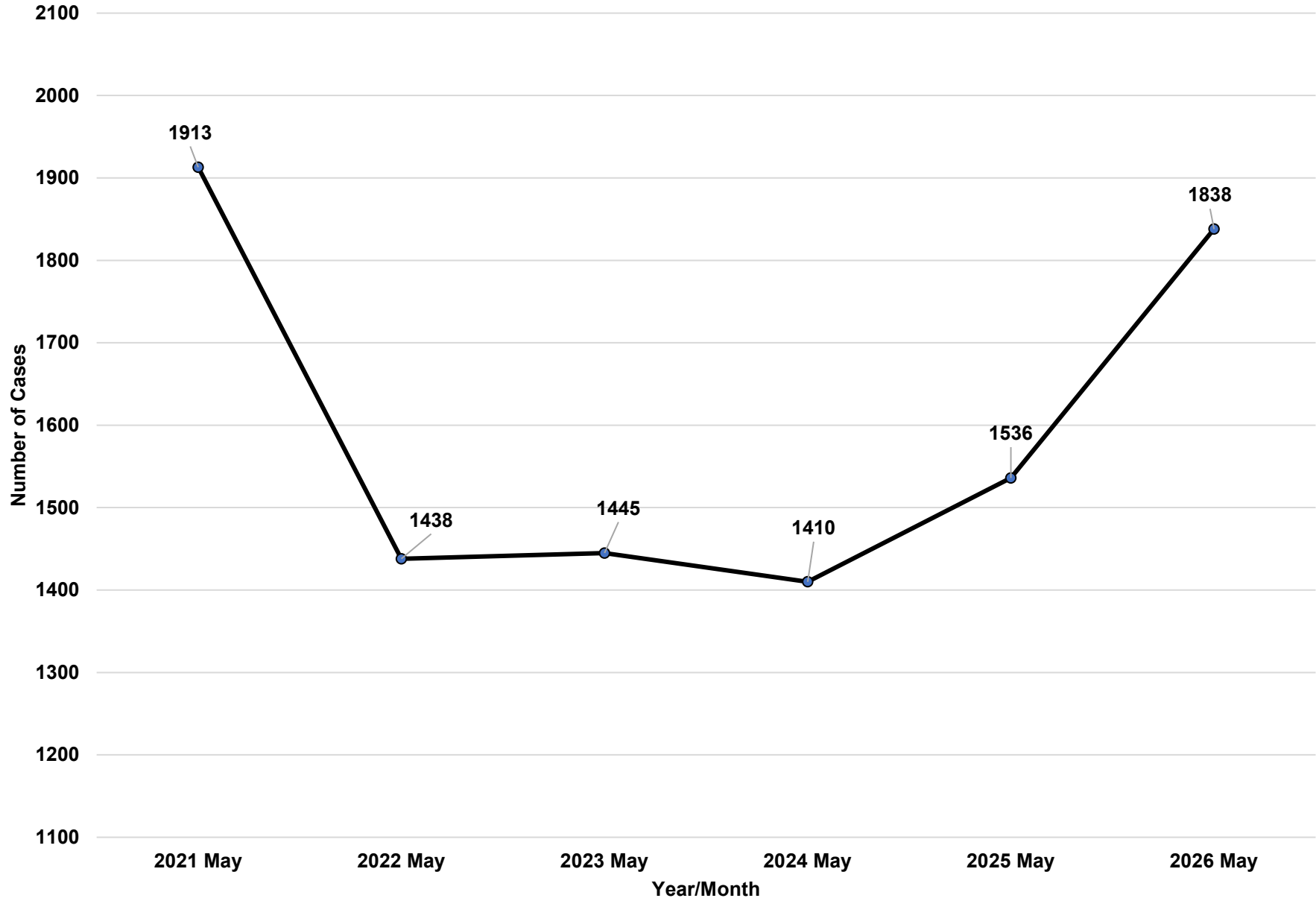
Public Defender - Attorney Active Files - May 2021 - May 2026



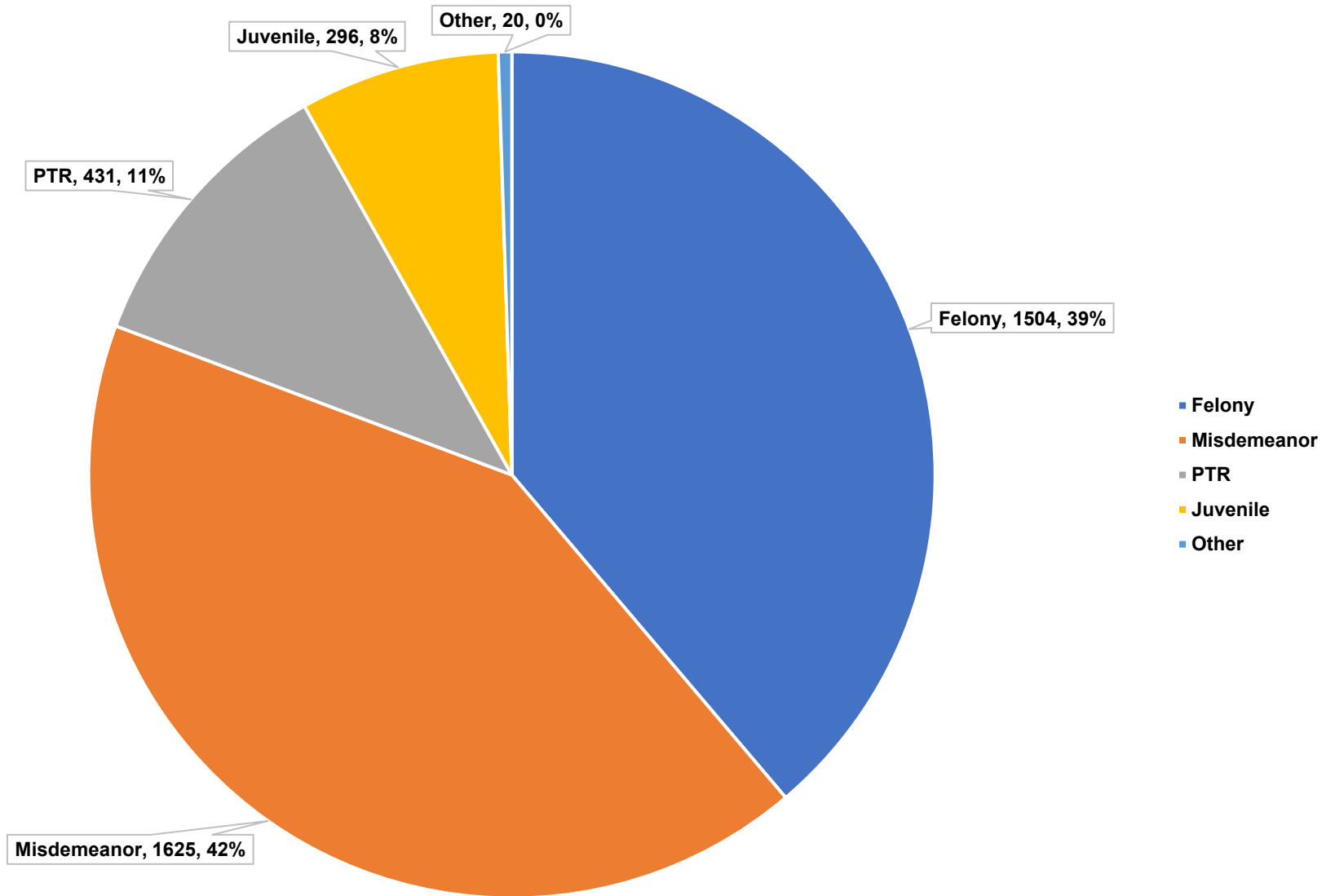
Public Defender - Felony Active Files - May 2021 - May 2026



Public Defender - Misdemeanor Active Files - May 2021 - May 2026



Public Defender's Office - May 2026 Open Cases by Category





Informational

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

File #: 26-1769

Agenda Date: 6/16/2026

Agenda #: 11.C.

**DuPage County Clerk
of the Circuit Court
DuPage County, Illinois**

Supplementary Information

November 30, 2025

**DuPage County Clerk of the Circuit Court
ANNUAL AUDIT OF CIRCUIT CLERK OPERATIONS
For the Year Ended November 30, 2025**

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**DuPage County Clerk of the Circuit Court
ANNUAL AUDIT OF CIRCUIT CLERK OPERATIONS
For the Year Ended November 30, 2025**

OFFICIALS

Circuit Clerk	Honorable Candice Adams
Chief of Accounting	Ms. Julie Ellefsen
Supervisor – Accounting	Mr. Jack Akmakjian

OFFICE

The Circuit Clerk of DuPage County's primary administrative offices are located at:

DuPage County Courthouse
505 N. County Farm Road
Wheaton, Illinois 60187



OFFICE OF THE 18TH JUDICIAL CIRCUIT COURT CLERK
505 N. County Farm Road · Wheaton, Illinois 60187
(630) 407-8577

KEVIN VASKE
CHIEF DEPUTY CLERK

CANDICE ADAMS
CIRCUIT COURT CLERK

JEFF DAVIES
INFORMATION TECHNOLOGY DIRECTOR

JULIE CAPPA
DIRECTOR OF OPERATIONS

JESSE GOEHL
BUSINESS ANALYST

JULIE ELLEFSEN
ACCOUNTING CHIEF

JOHN PERSICHITE
HUMAN RESOURCES MANAGER

**MANAGEMENT ASSERTION LETTER
ON COMPLIANCE WITH SPECIFIED REQUIREMENTS**

May 26, 2026

Baker Tilly US, LLP
1301 W. 22nd St., Ste. 400
Oak Brook, IL 60523

Ladies and Gentlemen:

I am responsible for the identification of, and compliance with, all aspects of laws, rules, regulations, court orders, contracts, or grant agreements that could have a material effect on the operations of the Office of the Circuit Clerk of DuPage County (Office) where applicable laws, rules, regulations, and court orders require the Office to collect, hold, and disburse moneys to applicable parties or entities, outside of moneys already on deposit in DuPage County's funds and accounts used to finance the regular operations of the Office. I am responsible for and I have established and maintained an effective system of internal controls over compliance requirements. I have performed an evaluation of the Office's compliance with the following specified requirements during the year ended November 30, 2025. Based on this evaluation, I assert that during the year ended November 30, 2025, the Office has materially complied with the specified requirements listed below.

- A. The Office has complied, in all material respects, with applicable laws, rules, regulations, and court orders in its financial and fiscal operations.
- B. Moneys or negotiable securities or similar assets handled by the Office or held in trust by the Office have been properly and legally administered, and the accounting and recordkeeping thereto is proper, accurate, and in accordance with law.

Yours

Honorable Candice Adams
Circuit Clerk of DuPage County

Independent Accountants' Report on Compliance and Report on Internal Control Over Compliance

To the Honorable Chair of the County Board,
The Clerk of the Circuit Court and
Members of the County Board of
DuPage County, Illinois

Report on Compliance

We have examined the compliance by the DuPage County Clerk of the Circuit Court (Office) with the specified requirements listed below where applicable laws, rules, regulations, and court orders require the Office to collect, hold, and disburse moneys to applicable parties or entities, outside of moneys already on deposit in DuPage County's funds and accounts used to finance the regular operations of the Office, as more fully described in the *Circuit Clerk Audit Guidelines (Guidelines)* as adopted by the Administrative Office of the Illinois Courts, during the year ended November 30, 2025. Management of the Office is responsible for compliance with the specified requirements. Our responsibility is to express an opinion on the Office's compliance with the specified requirements based on our examination.

The specified requirements are:

- A. The Office has complied, in all material respects, with applicable laws, rules, regulations, and court orders in its financial and fiscal operations.
- B. Moneys or negotiable securities or similar assets handled by the Office or held in trust by the Office have been properly and legally administered, and the accounting and recordkeeping thereto is proper, accurate, and in accordance with law.

Our examination was conducted in accordance with attestation standards established by the AICPA; the standards applicable to attestation engagements contained in *Government Auditing Standards* issued by the Comptroller General of the United States; the Clerks of Courts Act (Act); and the *Guidelines*. Those standards, the Act, and the *Guidelines* require that we plan and perform the examination to obtain reasonable assurance about whether the Office complied, in all material respects, with the specified requirements. An examination involves performing procedures to obtain evidence about whether the Office complied with the specific requirements listed above. The nature, timing and extent of the procedures selected depend on our judgement, including an assessment of the risks of material noncompliance with the specified requirements, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the Office's compliance with the specified requirements.

In our opinion, the Office complied, in all material respects, with the specified requirements for the year ended November 30, 2025.

Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm that provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms.

Report on Internal Control Over Compliance

Management of the Office is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements listed in the first paragraph of this report. In planning and performing our examination, we considered the Office's internal control over compliance with the requirements listed in the first paragraph of this report to determine the examination procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance and to test and report on the Office's internal control over compliance in accordance with the requirements in the Act and the *Guidelines* as noted by the Act, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Office's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with the types of compliance requirements listed in the first paragraph of this report on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with the types of requirements listed in the first paragraph of this report will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Purpose of This Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of compliance and internal control over compliance and the results of our testing based on the requirements of the *Guidelines*. Accordingly, this report is not suitable for any other purpose.

Oak Brook, Illinois
May 26, 2026



OFFICE OF THE 18TH JUDICIAL CIRCUIT COURT CLERK

505 N. County Farm Road · Wheaton, Illinois 60187

(630) 407-8577

KEVIN VASKE
CHIEF DEPUTY CLERK

CANDICE ADAMS
CIRCUIT COURT CLERK

JEFF DAVIES
INFORMATION TECHNOLOGY DIRECTOR

JULIE CAPPA
DIRECTOR OF OPERATIONS

JESSE GOEHL
BUSINESS ANALYST

JULIE ELLEFSEN
ACCOUNTING CHIEF

JOHN PERSICHTTE
HUMAN RESOURCES MANAGER

**MANAGEMENT ASSERTION LETTER
ON THE SCHEDULE OF ACCOUNTABILITIES**

May 26, 2026

Baker Tilly US, LLP
1301 W. 22nd St., Ste. 400
Oak Brook, IL 60523

Ladies and Gentlemen:

As the Circuit Clerk of DuPage County, I am responsible for preparing a complete and accurate the Schedule of Accountabilities in accordance with the *Circuit Clerk Audit Guidelines* published by the Administrative Office of the Illinois Courts. I am responsible for and I have established and maintained an effective system of internal controls over the preparation of the Schedule of Accountabilities. I have performed an evaluation of the preparation of the Schedule of Accountabilities during the year ended November 30, 2025. Based on this evaluation, I assert that during the year ended November 30, 2025, the Schedule of Accountabilities is presented in accordance with the *Circuit Clerk Audit Guidelines* published by the Administrative Office of the Illinois Courts, as set forth in Note 1.

Yours truly,

Honorable Candice Adams
Circuit Clerk of DuPage County

Independent Accountants' Report on the Schedule of Accountabilities and on Internal Control Over the Schedule of Accountabilities

To the Honorable Chair of the County Board,
The Clerk of the Circuit Court and
Members of the County Board of
DuPage County

Report on the Schedule of Accountabilities

We have examined the assertion by management of the DuPage County Clerk of the Circuit Court (Office) that the Schedule of Accountabilities (Schedule) for the year ended November 30, 2025, is presented in accordance with the criteria set forth in Note 1, as more fully described in the *Circuit Clerk Audit Guidelines (Guidelines)* as adopted by the Administrative Office of the Illinois Courts. Management of the Office is responsible for its assertion. Our responsibility is to express an opinion on the Schedule for the year ended November 30, 2025, based on our examination.

Our examination was conducted in accordance with attestation standards established by the AICPA; the standards applicable to attestation engagements contained in *Government Auditing Standards* issued by the Comptroller General of the United States; the Clerks of Courts Act (Act); and the *Guidelines*. Those standards, the Act, and the *Guidelines* require that we plan and perform the examination to obtain reasonable assurance about whether the Schedule is presented in accordance with the criteria, in all material respects. An examination involves performing procedures to obtain evidence about the Schedule. The nature, timing and extent of the procedures selected depend on our judgement, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

In our opinion, the Schedule for the year ended November 30, 2025, is presented in accordance with the criteria set forth in Note 1, in all material respects, in relation to the basic financial statements as a whole of DuPage County, Illinois for the year ended November 30, 2025.

Report on Internal Control Over the Schedule of Accountabilities

Management of the Office is responsible for establishing and maintaining effective internal control over preparing a complete and accurate Schedule in accordance with the *Guidelines* published by the Administrative Office of the Illinois Courts. In planning and performing our examination, we considered the Office's internal control to determine the examination procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the Schedule and to test and report on the Office's internal control in accordance with the *Guidelines*, but not for the purpose of expressing an opinion on the effectiveness of the Office's internal control. Accordingly, we do not express an opinion on the effectiveness of the Office's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with the specified requirements on a timely basis. A *material weakness in internal control* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that material noncompliance with the specified requirements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our examination we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and the results of our testing based on the requirements of the *Guidelines*. Accordingly, this report is not suitable for any other purpose.

Oak Brook, Illinois
May 26, 2026

Independent Auditors' Report on the Schedule of Accountabilities as Supplementary Information

To the Honorable Chair of the County Board,
the Clerk of the Circuit Court and
Members of the County Board of
DuPage County Clerk of the Circuit Court

Supplementary Information

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of DuPage County (the County), as of and for the year ended November 30, 2025 and the related notes to the financial statements, which collectively comprise the County's basic financial statements (not presented herein). We have issued our report thereon dated May 26, 2026, which contained unmodified opinions on those financial statements. Our audit for the year ended November 30, 2025, was conducted for the purpose of forming an opinion on the financial statements that collectively comprise County's basic financial statements. Our report includes a reference to other auditors who audited the financial statements of the DuPage Airport Authority, a discretely presented component unit, as described in our report on DuPage County's financial statements. The Schedule of Accountabilities for the year ended November 30, 2025 is presented for the purposes of additional analysis and is not a required part of the basic financial statements of the County. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The Schedule of Accountabilities has been subjected to the auditing procedures applied in the audit of the basic financial statements for the year ended November 30, 2025, and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Accountabilities is fairly stated in all material respects, in relation to the basic financial statements as a whole.

Oak Brook, Illinois
May 26, 2026

**Schedule of Accountabilities
Circuit Clerk of DuPage County
For the Fiscal Year Ended November 30, 2025**

	Report J Ref.	Beginning Balance	Additions	Deductions	Ending Balance
Due to the Treasurer of the State of Illinois					
General Revenue Fund	III.B.4(17) 0001	\$ -	\$ 53,816	\$ 53,816	\$ -
Road Fund	III.B.4(2) 0011	-	1,776	1,776	-
Supreme Court Special Purposes Fund	III.B.4(84) 0030	-	275,851	275,851	-
Drivers Education Fund	III.B.4(9) 0031	-	211,907	211,907	-
Access to Justice Fund	III.B.4(82) 0035	-	60,728	60,728	-
Fire Prevention Fund	III.B.4(35) 0047	-	156,302	156,302	-
State Crime Laboratory Fund	III.B.4(5) 0152	-	72,450	72,450	-
State Police Merit Board Public Safety Fund	III.B.4(79) 0166	-	240,323	240,323	-
Mandatory Arbitration Fund	III.C.11 0262	-	229,687	229,687	-
Guardianship and Advocacy Fund	III.B.4(80) 0297	-	89,205	89,205	-
Law Enforcement Camera Grant Fund	III.B.4(89) 0356	-	135,367	135,367	-
Prisoner Review Board Vehicle and Equipment Fund	III.B.4(62) 0366	-	74	74	-
Drug Treatment Fund	III.B.4(11) 0368	-	201,812	201,812	-
Trauma Center Fund	III.B.4(14) 0397	-	160,889	160,889	-
Abandoned / Unclaimed Property	III.D.5 0482	-	87,270	87,270	-
Domestic Violence Abuser Services Fund	III.B.4(43) 0528	-	654	654	-
Offender Registration Fund	III.B.4(38) 0535	-	500	500	-
Transportation Safety Highway Hire-back Fund	III.B.4(73) 0589	-	250	250	-
Prescription Pill and Drug Disposal Fund	III.B.4(75) 0665	-	5,793	5,793	-
Capital Projects Fund	III.B.4(43) 0694	-	57,549	57,549	-
Roadside Memorial Fund	III.B.4(63) 0697	-	450	450	-
Spinal Cord Injury Paralysis Cure Research Trust Fund	III.B.4(35) 0714	-	7,920	7,920	-
Secretary of State Police Services Fund	III.B.4(65) 0759	-	38	38	-
State Police Operations Assistance Fund	III.B.4(70) 0817	-	991,218	991,218	-
Domestic Violence Shelter and Service Fund	III.B.4(10) 0865	-	18,500	18,500	-
Drug Traffic Prevention Fund	III.B.4(4) 0878	-	626	626	-
Traffic and Criminal Conviction Surcharge Fund	III.B.4(8) 0879	-	1,104,729	1,104,729	-
State Police Law Enforcement Administration Fund	III.B.4(85) 0887	-	381,173	381,173	-
State Police Services Fund	III.B.4(78) 0906	-	296	296	-
Youth Drug Abuse Prevention Fund	III.B.4(19) 0910	-	5,230	5,230	-
Violent Crime Victims Assistance Fund	III.B.4(7) 0929	-	415,132	415,132	-
Scott's Law Fund	III.B.4(88) 0979	-	250	250	-
Due to the State of Illinois' Department of Natural Resources					
Fines for the State Boat Fund, Wildlife & Fish Fund, Wildlife Preservation Fund or IL Forestry Development Fund	III.B.4(1)	-	1,357	1,357	-
Due to the State of Illinois' Office of the State's Attorneys Appellate Prosecutor					
Training Programs (Civil Fines)	III.B.4(83)	-	70	70	-
Due to the Treasurer of DuPage County					
County Jail Medical Costs Fund	III.C.17	-	32,207	32,207	-
County Law Library Fund	III.C.3	-	550,657	550,657	-
Crime Laboratory Fund	III.B.3(d)	-	54,051	54,051	-
Domestic Relations Legal Fund	III.C.19	-	244,859	244,859	-
DUI Fund (705 ILCS 135/10-5(d)(6))	III.B.3(g)	-	14,041	14,041	-
Fund for Care and Support of Minors and Court-Appointed Personnel	III.C.6(b)	-	29,457	29,457	-
General Fund	III.B.3(g)	-	11,257,533	11,257,533	-
Probation and Court Services Fund	III.C.9	-	1,297,540	1,297,540	-
Public Defender Records Automation Fund (705 ILCS 135/10-5(d)(5))	III.C.29	-	5,317	5,317	-
State's Attorney Records Automation Fund (705 ILCS 135/10-5(d)(4))	III.C.1(b)	-	7,644	7,644	-
Circuit Clerk Operations and Administration Fund (705 ILCS 135/10-5(d)(3))	I.E	-	1,597,139	1,597,139	-
Court Automation Fund (705 ILCS 135/10-5(d)(1))	I.B	-	1,588,845	1,588,845	-
Document Storage Fund (705 ILCS 135/10-5(d)(2))	I.D	-	1,652,661	1,652,661	-
County Other	III.C.99	-	77,481	77,481	-

Schedule of Accountabilities
 Circuit Clerk of DuPage County
 For the Fiscal Year Ended November 30, 2025

	Report J Ref.	Beginning Balance	Additions	Deductions	Ending Balance
Due to the Sheriff of DuPage County					
Miscellaneous	<i>III.C.2</i>	\$ -	\$ 6,232	\$ 6,232	\$ -
Due to the Circuit Clerk of DuPage County					
Circuit Clerk Electronic Citation Fund (705 ILCS 135/10-5(d)(9))	<i>I.F</i>	-	489,716	489,716	-
Separate Maintenance and Child Support Collection Fund (705 ILCS 105/27.1b(k))	<i>I.C</i>	-	123,194	123,194	-
Miscellaneous	<i>I.G</i>	-	121,034	121,034	-
Due to the State's Attorney of DuPage County					
Miscellaneous	<i>III.C.1</i>	-	51,469	51,469	-
Deposits Held for the Circuit Court of DuPage County					
Chief Judge's Crime Victim's Services Fund	<i>III.C.9</i>	-	1,297,540	1,297,540	-
Marriage and Civil Union Fund	<i>III.C.4</i>	-	16,690	16,690	-
Deposits Held for Others					
Deposits Held for the Court	<i>III.D</i>	7,944,217	-	3,289,651	4,654,566
Other	<i>III.D</i>	-	793,528	793,528	-
Restitution Collections and Distributions					
Applicable Injured Parties	<i>III.D.1</i>	-	958,775	958,775	-
Due to the Other Entities					
Applicable City, Town, or Village		-	7,781,967	7,781,967	-
Applicable Community College		-	4,361	4,361	-
Applicable Law Enforcement Entity or Entities		-	7,136	7,136	-
Applicable Township		-	251,138	251,138	-
Other Entities - Other		-	14,376	14,376	-
GRAND TOTAL - ALL ACTIVITY		\$ 7,944,217	\$ 35,295,780	\$ 38,585,431	\$ 4,654,566

Notes to the Schedule of Accountabilities
 Circuit Clerk of DuPage County
 For the Fiscal Year Ended November 30, 2025

Note 1: Basis of Accounting

The Schedule of Accountabilities (Schedule) includes only those accounts and funds where laws, rules, regulations, or court orders require the Circuit Clerk of DuPage County (Circuit Clerk) to collect, hold, and disburse moneys to applicable parties or entities, outside of those funds which finance the Circuit Clerk’s regular ongoing operations. The Schedule is prepared on the cash basis of accounting, where receipts, including interest and investment income, are recorded when physical cash, a negotiable instrument, or an electronic transaction is received by the Circuit Clerk and disbursements are recorded when physical cash, a negotiable instrument, or an electronic transaction is processed by the Circuit Clerk.

Major differences between the presentation of this Schedule and the annual financial statements prepared in accordance with generally accepted accounting principles (GAAP) by DuPage County include revenue and expense (or expenditure) recognition, including the lack of receivables and liabilities and adjustments to fair value to recognize unrealized gains(losses) on investments.

Note 2: Allocation Methodology for Cash Receipts

The Circuit Clerk allocates receipts collected which are for less than the full amount due. Payments are first applied to restitution. In general, after restitution is satisfied, payments are applied to fees due directly to the Circuit Clerk, followed by municipalities, then the County, and lastly to the State. As of November 30, 2025, there is no rule or statute that directs how fees are to be paid.

The Circuit Clerk allocates interest and investment receipts collected. Interest and investment receipts are paid out of the County’s General Fund.

Note 3: Reconciliation of the Schedule of Accountabilities to Account Balances

The Circuit Clerk performed a reconciliation of those accounts and funds where laws, rules, regulations, or court orders require the Circuit Clerk to collect, hold, and disburse moneys to applicable parties or entities, outside of those funds which finance the Circuit Clerk’s regular ongoing operations. Outstanding negotiable instruments, which primarily are checks, occur when a negotiable instrument has been issued and recorded by the Circuit Clerk, but where the activity has not yet cleared and will ultimately become subject to the requirements of the Revised Uniform Unclaimed Property Act (765 ILCS 1026).

Account Balances at November 30, 2025

Balance of Bank Accounts.....	\$5,039,497
Balance of Investment Accounts.....	<u>0</u>
Total Bank and Investment Account Balance	<u>\$5,039,497</u>

Notes to the Schedule of Accountabilities
Circuit Clerk of DuPage County
For the Fiscal Year Ended November 30, 2025

Account Reconciliation at November 30, 2025

Ending Balance: Grand Total – All Activity <i>from the Schedule of Accountabilities</i>	\$4,654,566
Less: Deposits in Transit, End of the Fiscal Year	(102,367)
Add: Outstanding Checks	486,837
Less: Other Reconciling Items.....	<u>461</u>
Total Bank and Investment Account Balance	<u>\$5,039,497</u>

Note 4: Deposits and Investments

The Circuit Clerk is exposed to custodial credit risk.

Custodial Credit Risk

Custodial credit risk is the risk that, in the event of failure of a depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. Custodial credit risk for investments is the risk that, in the event of failure of the counterparty to a transaction, a government will not be able to recover the value of investment or collateral securities in the possession of an outside party.

Deposits

In accordance with Section 6 of the Public Funds Investment Act (30 ILCS 235), uncollateralized and uninsured deposits may not exceed 75% of the capital stock and surplus of a bank, 75% of the net worth of a savings and loan association, or 50% of the unimpaired capital and surplus of a credit union.

The bank balance of cash deposits held by the Circuit Clerk was \$5,039,497 at November 30, 2025 of which \$55,544 was not collateralized.

Note 5: Subsequent Events

The Circuit Clerk is not aware of any additional facts, decisions, or conditions that might be expected to have a significant effect on the Schedule during this and future fiscal years.

Independent Auditors' Report on the Annual Financial Report Known as Report J as Supplementary Information

To the Honorable Chair of the County Board,
the Clerk of the Circuit Court and
Members of the County Board of
DuPage County Clerk of the Circuit Court

Supplementary Information

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of DuPage County (the County), as of and for the year ended November 30, 2025 and the related notes to the financial statements, which collectively comprise the County's basic financial statements (not presented herein). We have issued our report thereon dated May 26, 2026, which contained unmodified opinions on those financial statements. Our audit for the year ended November 30, 2025, was conducted for the purpose of forming an opinion on the financial statements that collectively comprise County's basic financial statements. Our report includes a reference to other auditors who audited the financial statements of the DuPage Airport Authority, a discretely presented component unit, as described in our report on DuPage County's financial statements. The Annual Financial Report known as Report J for the year ended November 30, 2025 is presented for the purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The Annual Financial Report known as Report J has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Annual Financial Report known as Report J is fairly stated in all material respects, in relation to the basic financial statements as a whole.

Oak Brook, Illinois
May 26, 2026

**REPORT J
ANNUAL FINANCIAL REPORT**

CLERK OF THE CIRCUIT COURT

DuPage COUNTY

18th JUDICIAL CIRCUIT

FISCAL YEAR ENDING 30-Nov 2025

PART I - REVENUE OF CLERK'S OFFICE

A. CLERK'S FEES AND COSTS RECEIVED		SECTION A TOTAL	\$1,725,841.32
<small>(Include the various fees in the Clerks of Courts Act (705 ILCS 105/1 et seq.). Other clerk's fees not allocated to a specific fund are also reported in this total: they include the administrative fees for the Surcharge, Crime Lab fund, Sexual Assault fine, Trauma Center fund, Credit Card payment, Domestic Battery, and clerk's costs for Bail Bonds and Passports.)</small>			
B. COURT AUTOMATION FUND		SECTION B TOTAL	\$1,588,844.56
C. SEPARATE MAINTENANCE AND CHILD SUPPORT COLLECTION FUND		SECTION C TOTAL	\$123,193.64
D. COURT DOCUMENT STORAGE FUND		SECTION D TOTAL	\$1,652,660.84
E. CIRCUIT COURT CLERK OPERATION AND ADMINISTRATIVE FUND		SECTION E TOTAL	\$1,597,138.54
F. CIRCUIT COURT CLERK ELECTRONIC CITATION FUND		SECTION F TOTAL	\$489,716.12
G. OTHER REVENUE OF CLERK'S OFFICE (SPECIFY)			
(1) INTEREST PAID ON ACCOUNTS	\$121,034.10		
(2) DHFS IV-D CONTRACTUAL AND INCENTIVE	\$0.00		
(3) OTHER	\$0.00		
		SECTION G (1,2,3) TOTAL	\$121,034.10
PART I - REVENUE OF THE CLERK'S OFFICE (SECTIONS A,B,C,D,E,F,G) TOTAL			\$7,298,429.12

PART II - COST OF OPERATING CLERK'S OFFICE

A. GROSS SALARIES

(1) CIRCUIT CLERK SALARY (DO NOT INCLUDE STIPENDS)		\$173,751.44	
(2) DEPUTY AND ALL OTHER CLERK'S OFFICE PERSONNEL SALARIES			
(a) DEPUTY AND ALL OTHER CLERK'S OFFICE PERSONNEL PAID BY THE COUNTY		\$8,058,881.24	
(b) DEPUTY AND ALL OTHER CLERK'S OFFICE PERSONNEL PAID FROM AUTOMATION FUND		\$0.00	
(c) DEPUTY AND ALL OTHER CLERK'S OFFICE PERSONNEL PAID FROM MAINTENANCE AND CHILD SUPPORT FUND		\$0.00	
(d) DEPUTY AND ALL OTHER CLERK'S OFFICE PERSONNEL PAID FROM COURT DOCUMENT STORAGE		\$0.00	
(e) DEPUTY AND ALL OTHER CLERK'S OFFICE PERSONNEL PAID FROM CLERK OPERATION AND ADMINISTRATIVE FUND		\$0.00	

(3) NUMBER OF FULL-TIME STAFF POSITIONS (NOT INCLUDING CIRCUIT CLERK):	148		
NUMBER OF PART-TIME STAFF POSITIONS:	1		
DO NOT INCLUDE CONTRACTUAL PERSONNEL			
		SECTION A (1,2) TOTAL	\$8,232,632.68

B. AUTOMATION EXPENSES

(INCLUDE ALL HARDWARE, SOFTWARE, MAINTENANCE, TRAINING, AND OTHER EXPENSES RELATED TO AUTOMATION) (DO NOT INCLUDE ANY SALARIES)

(1) PAID FROM COURT AUTOMATION FUND		\$1,240,615.52	
(2) PAID FROM COUNTY GENERAL FUND		\$0.00	
		SECTION B (1,2) TOTAL	\$1,240,615.52

C. MAINTENANCE AND CHILD SUPPORT EXPENSES

(INCLUDE EQUIPMENT AND AUTOMATION EXPENSES DEDICATED EXCLUSIVELY TO MAINTENANCE AND CHILD SUPPORT.) (DO NOT INCLUDE ANY SALARIES)

(1) PAID FROM MAINTENANCE AND CHILD SUPPORT COLLECTION FUND		\$144,738.69	
(2) PAID FROM COUNTY GENERAL FUND		\$0.00	
		SECTION C (1,2) TOTAL	\$144,738.69

D. COURT DOCUMENT STORAGE EXPENSES

(INCLUDE EQUIPMENT AND AUTOMATION EXPENSES DEDICATED EXCLUSIVELY TO DOCUMENT STORAGE.) (DO NOT INCLUDE ANY SALARIES)

(1) PAID FROM DOCUMENT STORAGE FUND		\$1,224,618.33	
(2) PAID FROM COUNTY GENERAL FUND		\$0.00	
		SECTION D (1,2) TOTAL	\$1,224,618.33

E. CIRCUIT COURT CLERK OPERATION AND ADMINISTRATIVE FUND

(INCLUDE OFFICE SUPPLIES, EQUIPMENT, PRINTING TELECOMMUNICATIONS, TRAVEL, ETC.) (DO NOT INCLUDE ANY SALARIES)

SECTION E TOTAL **\$640,768.23**

F. CIRCUIT COURT CLERK ELECTRONIC CITATION FUND

(INCLUDES EXPENSES TO PERFORM THE DUTIES OF THE OFFICE IN ESTABLISHING AND MAINTAINING ELECTRONIC CITATIONS.)

SECTION F TOTAL **\$300,000.00**

G. ALL OTHER CLERK'S OFFICE EXPENSES

(INCLUDE OFFICE SUPPLIES, EQUIPMENT, PRINTING, TELECOMMUNICATIONS, TRAVEL, CONTRACTUAL PERSONNEL, ETC.)

PROVIDE A LINE ITEM BREAKDOWN ON ATTACHMENT A.

NOTE: DO NOT INCLUDE ANY EXPENSES REPORTED IN B, C, D, E OR F ABOVE

CLICK HERE TO GO TO ATTACHMENT A		SECTION G TOTAL	\$605,467.78
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PART II - COST OF OPERATING A CLERK'S OFFICE (SECTION A,B,C,D,E,F,G) TOTAL **\$12,388,841.23**

PART III - DISTRIBUTION OF FUNDS HELD IN TRUST OR AGENCY CAPACITY AND OF COLLECTIONS MADE FOR OTHERS

A. MAINTENANCE AND CHILD SUPPORT

1) CLERK'S OFFICE (Include payments deposited and disbursed and personal checks endorsed without recourse and forwarded to obligee or public office.)	\$0.00
2) STATE DISBURSEMENT UNIT (Insert the TOTAL NET AMOUNT reported by the State Disbursement Unit)	\$57,503,349.48

SECTION A TOTAL \$57,503,349.48
[THIS AMOUNT FORWARDED TO PAGE 7](#)

B. FINES, PENALTIES, ASSESSMENTS, CHARGES AND FORFEITURES

1) MUNICIPALITIES (CITIES, VILLAGES, TOWNS, AND PARK DISTRICTS)

a. ALL EXCEPT DRUG FINES	\$7,232,458.34
b. DRUG FINES	\$25,024.90
c. CRIME LABORATORY FUND	\$0.00
d. CRIME LABORATORY DUI FUND	\$0.00
e. OTHER	\$549,118.57
SUBTOTAL 1-a,b,c,d,e	
	\$7,806,601.81

1.1) DRUG TASK FORCE

\$1,238.12

2) TOWNSHIPS AND DISTRICTS (INCLUDING ROAD DISTRICTS, SPECIAL DISTRICTS, ETC.)

a. ALL EXCEPT DRUG FINES	\$250,119.90
b. DRUG FINES	\$0.00
c. OTHER	\$1,018.00
SUBTOTAL 2-a,b,c	
	\$251,137.90

(THE TOTAL OF ABOVE THREE AMOUNTS SHOULD BE TOTAL OF AMOUNT ATTACHMENT B)

[CLICK HERE TO GO TO ATTACHMENT B](#)

SUBTOTAL SECTION B (1,1.1,2)

\$8,058,977.83

3) COUNTY

a. CRIMINAL FINES	\$557,023.30
b. TRAFFIC FINES	\$100,634.95
c. DRUG FINES	\$15,008.25
d. CRIME LABORATORY FUND	\$54,050.55
e. CRIME LABORATORY DUI FUND	\$0.00
f. COUNTY BOATING FUND	\$0.00
g. *OTHER - PROVIDE A LINE ITEM BREAKDOWN ON ATTACHMENT C. (INCLUDES PERCENTAGE DISBURSEMENT TO COUNTY GENERAL CORPORATE FUND)	\$11,271,573.32
SUBTOTAL 3-a,b,c,d,e,f,g	
	\$11,998,290.37

[CLICK HERE TO GO TO ATTACHMENT C](#)

SUBTOTAL SECTION B (1,1.1,2,3)

\$20,057,268.20

[THIS AMOUNT FORWARDED TO THE TOP OF PAGE 5](#)

PART III - DISTRIBUTION OF FUNDS HELD IN TRUST OR AGENCY CAPACITY AND OF COLLECTIONS MADE FOR OTHERS
Continued

4) STATE (Funds 1-45)

1. DNR FUNDS TOTAL	\$1,357.00
2. ROAD FUND (OVERWEIGHTS)	\$1,776.28
3. STATE TOLL HIGHWAY AUTHORITY FUND	\$0.00
4. DRUG TRAFFIC PREVENTION FUND	\$625.70
5. STATE CRIME LABORATORY FUND	\$72,449.53
7. VIOLENT CRIME VICTIMS ASSISTANCE FUND	\$415,131.73
8. TRAFFIC AND CRIMINAL CONVICTION SURCHARGE	\$1,104,729.49
9. DRIVERS EDUCATION FUND	\$211,906.57
10. DOMESTIC VIOLENCE SHELTER AND SERVICE FUND	\$18,499.90
11. DRUG TREATMENT FUND	\$201,811.72
12. CHILD ABUSE PREVENTION FUND	\$0.00
13. SEXUAL ASSAULT SERVICES FUND	\$0.00
14. TRAUMA CENTER FUND	\$160,889.31
15. PERCENTAGE DISTRIBUTION: UNDER \$55 FUND	\$0.00
16. PERCENTAGE DISTRIBUTION: \$55 AND OVER FUND	\$57,154.20
17. GENERAL REVENUE FUND	\$53,815.58
18. EMS ASSISTANCE FUND	\$0.00
19. YOUTH DRUG ABUSE PREVENTION FUND	\$5,229.57
20. SECRETARY OF STATE EVIDENCE FUND	\$0.00
21. ILLINOIS CHARITY BUREAU FUND	\$0.00
22. TRANSPORTATION REGULATORY FUND	\$0.00
23. PROFESSIONAL REGULATION EVIDENCE FUND	\$0.00
24. GENERAL PROFESSIONS DEDICATED FUND	\$0.00
25. LOBBYIST REGISTRATION ADMINISTRATION FUND	\$0.00
26. DESIGN PROFESSIONAL ADMIN. AND INVESTIGATION FUND	\$0.00
28. AGGREGATE OPERATIONS REGULATORY FUND	\$0.00
29. EDUCATION ASSISTANCE FUND	\$0.00
30. DEPARTMENT OF PUBLIC HEALTH	\$0.00
31. USED TIRE MANAGEMENT FUND	\$0.00
32. EMERGENCY PLANNING AND TRAINING FUND	\$0.00
33. FEED CONTROL FUND	\$0.00
34. PESTICIDE CONTROL FUND	\$0.00
35. SPINAL CORD INJURY PARALYSIS CURE RESEARCH TRUST FUND	\$7,919.99
36. FIRE PREVENTION FUND	\$156,301.65
38. OFFENDER REGISTRATION FUND	\$500.00
39. SECURITIES AUDIT AND ENFORCEMENT FUND	\$0.00
40. SPECIAL ADMINISTRATIVE FUND	\$0.00
41. LEADS MAINTENANCE FUND	\$11,122.80
43. DOMESTIC VIOLENCE ABUSER SERVICES FUND	\$654.00
45. LUMP SUM SURCHARGE*	\$0.00

SUBTOTAL 4 (1-45) \$ 2,481,875.02
THIS AMOUNT FORWARDED TO PAGE 5

*Pre-CTAA penalty (which or that) contains Traffic & Criminal Surcharge Fund, Law Enforcement Camera Grant Fund and LEADS Fund as of 7/1/06.

Note: The numerical order may have missing numbers due to funds removed in previous years.

PART III - DISTRIBUTION OF FUNDS HELD IN TRUST OR AGENCY CAPACITY AND OF COLLECTIONS MADE FOR OTHERS - Continued	SUBTOTAL SECTION B(1,1.1, 2, 3)	\$20,057,268.20
	AMOUNT FORWARDED FROM THE BOTTOM OF PAGE 3	

4) STATE (Funds 46-999)	SUBTOTAL 4 (1-45)	\$2,481,875.02
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46. MENTAL HEALTH REPORTING FUND	\$0.00
47. ARSONIST REGISTRATION FUND	\$0.00
48. CAPITAL PROJECTS FUND	\$57,549.39
50. CORPORATE CRIME FUND	\$0.00
52. PERFORMANCE-ENHANCING SUBSTANCE TESTING	\$0.00
53. FIRE TRUCK REVOLVING LOAN FUND	\$0.00
54. FORECLOSURE PREVENTION PROGRAM FUND (Walker v. Chasteen affirmed that this statute unconstitutional 6/17/2021)	\$0.00
57. IDOC PAROLE DIVISION OFFENDER SUPERVISION FUND	\$40.00
58. ILLINOIS RACING BOARD	\$0.00
59. LEAD POISON SCREENING, PREVENTION AND ABATEMENT FUND	\$0.00
60. METHAMPHETAMINE LAW ENFORCEMENT FUND	\$0.00
61. MILITARY FAMILY RELIEF FUND	\$0.00
62. PRISONER REVIEW BOARD VEHICLE & EQUIPMENT FUND	\$74.44
63. ROADSIDE MEMORIAL FUND	\$450.00
64. TRUCKING ENVIRONMENTAL & EDUCATION FUND	\$0.00
65. SECRETARY OF STATE POLICE DUI FUND	\$0.00
66. SECRETARY OF STATE POLICE SERVICES FUND	\$38.00
67. SECRETARY OF STATE POLICE VEHICLE FUND	\$0.00
69. STATE ASSET FORFEITURE FUND	\$0.00
70. STATE POLICE OPERATIONS ASSISTANCE FUND	\$991,218.14
71. STATE POLICE STREETGANG-RELATED CRIME FUND	\$0.00
72. STATE POLICE VEHICLE FUND	\$0.00
73. TRANSPORTATION SAFETY HIGHWAY HIRE-BACK FUND	\$250.00
74. VEHICLE INSPECTION FUND	\$0.00
75. CONSERVATION POLICE OPERATIONS ASSISTANCE FUND	\$0.00
76. PRESCRIPTION PILL AND DRUG DISPOSAL FUND	\$5,793.13
77. CRIMINAL JUSTICE INFORMATION PROJECTS FUND	\$0.00
78. STATE POLICE SERVICES FUND	\$295.52
79. STATE POLICE MERIT BOARD PUBLIC SAFETY FUND	\$240,322.50
80. GUARDIANSHIP AND ADVOCACY FUND	\$89,205.00
81. SPECIALIZED SERVICES FOR SURVIVORS OF HUMAN TRAFFICKING FUND	\$0.00
82. ACCESS TO JUSTICE FUND	\$60,728.12
83. STATE'S ATTORNEYS APPELLATE PROSECUTOR	\$70.00
84. SUPREME COURT SPECIAL PURPOSES FUND	\$275,851.06
85. GEORGE BAILEY MEMORIAL FUND	\$0.00
86. STATE POLICE LAW ENFORCEMENT ADMINISTRATIVE FUND	\$381,172.96
88. SCOTT'S LAW FUND (effective 1/1/2020)	\$250.00
89. LAW ENFORCEMENT CAMERA GRANT FUND	\$135,366.68
999.OTHER - PROVIDE A LINE ITEM BREAKDOWN ON ATTACHMENT D.	\$0.00

SUBTOTAL 4 (46-999)	\$2,238,674.94
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SUBTOTAL 4 (1-999)	\$4,720,549.96
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SUBTOTAL SECTION B (1,1.1,2,3,4) TOTAL	\$ 24,777,818.16
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[THIS AMOUNT FORWARDED TO PAGE 7](#)

[CLICK HERE TO GO TO ATTACHMENT D](#)

Note: The numerical order may have missing numbers due to funds removed in previous years.

PART III - DISTRIBUTION OF FUNDS HELD IN TRUST OR AGENCY CAPACITY AND OF COLLECTIONS MADE FOR OTHERS - Continued

C. FEES OF OTHERS

1. STATE'S ATTORNEY		
(a) FEES	\$43,825.20	
(b) RECORDS AUTOMATION FUND	\$7,643.60	
	SUBTOTAL (1-a,b)	\$51,468.80
2. SHERIFF		
(a) FEES (e.g. SERVICE OF PROCESS*)	\$1,562.93	
(b) COUNTY GENERAL FUND FOR COURT SECURITY	\$4,669.33	
	SUBTOTAL (2-a,b)	\$6,232.26
3. COUNTY LAW LIBRARY FUND		\$550,657.37
4. MARRIAGE AND CIVIL UNION FUND OF THE CIRCUIT COURT		\$16,690.00
5. COUNTY FUND TO FINANCE THE COURT SYSTEM		\$8,250.29
6. COURT-APPOINTED COUNSEL:		
(a) DEFENSE COUNSEL	\$4,857.58	
(b) JUVENILE REPRESENTATION	\$29,456.94	
	SUBTOTAL (6 -a,b)	\$34,314.52
7. COURT-APPOINTED COUNSEL: STATE APPELLATE DEFENDER		\$0.00
8. MUNICIPAL ATTORNEY PROSECUTION FEE		\$0.00
9. PROBATION AND COURT SERVICES FUND		\$1,297,540.39
10. DISPUTE RESOLUTION FUND		\$0.00
11. MANDATORY ARBITRATION FUND		
(a) ARBITRATION FEE	\$229,686.50	
(b) REJECTION OF AWARD	\$0.00	
	SUBTOTAL (11-a,b)	\$229,686.50
12. DRUG/ALCOHOL TESTING & ELECTRONIC MONITORING FEE		\$28,411.30
13. ELECTRONIC MONITORING DEVICE FEE		
(a) SUBSTANCE ABUSE SERVICES FUND	\$0.00	
(b) WORKING CASH FUND	\$0.00	
	SUBTOTAL (13-a,b)	\$0.00
14. COUNTY GENERAL FUND TO FINANCE EDUCATION PROGRAMS (DUI)		\$133.10
15. COUNTY HEALTH FUND		\$0.00
16. TRAFFIC SAFETY PROGRAM SCHOOL		\$0.00
17. COUNTY JAIL MEDICAL COSTS FUND		\$32,207.33
18. SEXUALLY TRANSMITTED DISEASE TEST FUND		\$0.00
19. DOMESTIC RELATIONS LEGAL FUND		\$244,858.50
20. CHILDREN'S WAITING ROOM FUND		\$24.00
21. NEUTRAL SITE CUSTODY EXCHANGE FUND		\$0.00
22. MORTGAGE FORECLOSURE MEDIATION PROGRAM FEES		\$0.00
23. CHILDREN'S ADVOCACY CENTER		\$0.00
24. COURT APPOINTED SPECIAL ADVOCATE (CASA)		\$0.00
25. DRUG COURT		\$24,687.59
26. JUDICIAL FACILITIES FEE		\$0.00
27. MENTAL HEALTH/DRUG/VETERANS AND SERVICE MEMBERS COURT		\$0.00
28. YOUTH DIVERSION PROGRAM		\$0.00
29. PUBLIC DEFENDER RECORDS AUTOMATION FUND		\$5,317.31
30. COUNTY DRUG ADDICTION SERVICES		\$0.00
99. OTHER - PROVIDE A LINE ITEM BREAKDOWN ON ATTACHMENT E.		\$77,480.99

SECTION C TOTAL **\$2,607,960.25**

[CLICK HERE TO GO TO ATTACHMENT E](#)

[THIS AMOUNT FORWARDED TO PAGE 7](#)

*Contains the FTA Warrant Fee and e-Citation Fee)

PART III - DISTRIBUTION OF FUNDS HELD IN TRUST OR AGENCY CAPACITY AND OF COLLECTIONS MADE FOR OTHERS - Continued

D. MISCELLANEOUS DISBURSEMENTS

1. RESTITUTION TO VICTIMS OF CRIME (INCLUDES JUVENILE)		\$958,774.74
2. "WORK RELEASE" / GAINFULLY EMPLOYED OFFENDER		
a. TOTAL PAID TO COUNTY FOR ROOM AND BOARD	\$169,329.50	
b. TOTAL PAID TO OTHER INDIVIDUALS AND AGENCIES	\$0.00	
	SUBTOTAL (2-a,b)	\$169,329.50
3. EXPENSES NECESSARY FOR MINOR'S NEEDS UNDER THE JUVENILE ACT		\$0.00
5. ABANDONED (UNCLAIMED) PROPERTY TO STATE		\$87,270.12
6. DEPOSITS WITH CLERK DISBURSED DURING THE YEAR:		
a. FROM JUDICIAL SALES	\$0.00	
b. FROM ALL OTHER CASE CATEGORIES	\$0.00	
	SUBTOTAL (6-a,b)	\$0.00
7. REIMBURSEMENTS/CONTRIBUTIONS TO A "LOCAL ANTI-CRIME PROGRAM"		\$180,688.89
8. REFUND AND RETURNS		
a. BAIL	\$2,459,000.48	
b. OTHER	\$793,528.26	
	SUBTOTAL (8-a,b)	\$3,252,528.74
9. OTHER - PROVIDE A LINE ITEM BREAKDOWN ON ATTACHMENT F. (INCLUDES SUCH ITEMS AS WITNESS FEES, PASSPORT FEES DISBURSED TO THE FEDERAL GOVERNMENT, OUT OF COUNTY BONDS, TRANSFER OF BAIL TO ANOTHER COUNTY, COLLECTION FEES OR BAIL TO ANOTHER COUNTY, COLLECTION FEES OR OTHER VENDOR CONVENIENCE FEES, ETC.)		\$102,214.24

[CLICK HERE TO GO TO ATTACHMENT F](#)

SECTION D TOTAL \$4,750,806.23
THIS AMOUNT FORWARDED TO SECTION D BELOW

PART III TOTALS	SECTION A TOTAL (From PartIII.A-B.3)	\$57,503,349.48
	SECTION B TOTAL (From PartIII.StateFunds2)	\$24,777,818.16
	SECTION C TOTAL (From PartIII.C)	\$2,607,960.25
	SECTION D TOTAL (From PartIII.D)	\$4,750,806.23
PART III - DISTRIBUTION OF FUNDS HELD IN TRUST OR AGENCY CAPACITY AND OF COLLECTIONS MADE FOR OTHERS (SECTIONS A,B,C,D) TOTAL		\$89,639,934.12

Note: The numerical order may have missing numbers due to funds removed in previous years.

PLEASE INDICATE THE MONTH YOUR FISCAL YEAR ENDS

MONTH:

