



DU PAGE COUNTY

Human Services

Final Regular Meeting Agenda

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

Tuesday, September 19, 2023

9:30 AM

Room 3500A

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CHAIR REMARKS - CHAIR SCHWARZE

5. APPROVAL OF MINUTES

5.A. [23-3066](#)

Human Services Committee - Regular Meeting - Tuesday, September 5, 2023

6. COMMUNITY SERVICES - MARY KEATING

6.A. [HS-P-0068-23](#)

Approval of a contract purchase order issued to Haggerty Ford, to furnish and deliver one (1) 2022 Ford Transit Connect Van, for the Weatherization Program, for a contract total amount of \$43,230. Weatherization Grant Funded. (Community Services)

6.B. [HS-P-0069-23](#)

Awarding resolution issued to Benevate, Inc. D/B/A Neighborly Software, to provide a grants management software system, for the Emergency Rental Assistance Program, for the period of October 1, 2023 through June 30, 2027, in the amount of \$134,000. ERA2 grant-funded. (Community Services)

6.C. [FI-R-0218-23](#)

Acceptance and appropriation of the Aging Case Coordination Unit Fund PY24 Company 5000, Accounting Units 1660 and 1720, in the amount of \$6,958,254. (Community Services)

6.D. [FI-R-0219-23](#)

Acceptance and appropriation of the Illinois Department of Human Services Rapid Re-Housing Program Grant PY24 Inter-Governmental Agreement No. FCSCH07168, Company 5000, Accounting Unit 1760, in the amount of \$82,920. (Community Services)

7. DUPAGE CARE CENTER - JANELLE CHADWICK**7.A. [23-3072](#)**

HS-P-0049A-23 - Amendment to Resolution HS-P-0049-23, issued to SpotOn Transact, LLC, for the Point of Sale System for the DuPage Care Center Dining Services and other cafes on County Campus, for the period March 1, 2023 through February 28, 2026, to increase encumbrance in the amount of \$54,500, an 114.22% increase. (6328-0001 SERV)

8. RESIDENCY WAIVERS - JANELLE CHADWICK**9. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK****10. COMMUNITY SERVICES UPDATE - MARY KEATING****11. OLD BUSINESS****12. NEW BUSINESS****13. ADJOURNMENT**



Minutes

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

File #: 23-3066

Agenda Date: 9/19/2023

Agenda #: 5.A.



DU PAGE COUNTY

Human Services

Final Summary

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

Tuesday, September 5, 2023

9:30 AM

Room 3500A

1. CALL TO ORDER

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

PRESENT	Childress, Galassi, Garcia, LaPlante, Schwarze, and Yoo
ABSENT	DeSart

2. ROLL CALL

Other Board members present: Member Yeena Yoo and Member Lucy Evans

Staff in Attendance: Nick Kottmeyer (Chief Administrative Office), Joan Olson (Chief Communications Officer), Conor McCarthy (State's Attorney Office) Renee Zerante (State's Attorney Office), Evan Shields (Public Information Officer), Jason Blumenthal (Policy and Program Manager), Mary Catherine Wells, Keith Jorstad, Gerald Smith (Finance), Nickon Etmanin (Procurement), Natasha Belli and Gina Strafford-Ahmed (Community Services).

PRESENT	Childress, DeSart, Galassi, Garcia, LaPlante, Schwarze, and Yoo
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3. PUBLIC COMMENT

No public comments were offered.

4. CHAIR REMARKS - CHAIR SCHWARZE

Chair Schwarze referred to the new Small Agency Grant Program (item 6.D), stating that included in the packet as part of this item is exhibit A, which is a chart showing the 501C-3 agencies in each of the six County Board districts recommended by County Board members to receive a grant. Included in the chart you will see the eligible dollar amount based on reviews by the Finance and States Attorney's office, and the dollar amount recommended by the Board members. There are two clarifications Chair Schwarze made regarding the chart. First, the maximum grant amount awarded to each organization is \$25,000, based on the resolution the County Board passed earlier this year. Second, the maximum amount of grant dollars given to each organization will not be greater than the amount indicated on each organization's application. Any questions can be addressed when the item is brought up for voting.

5. APPROVAL OF MINUTES**5.A. [23-2928](#)**

Human Services Committee - Regular Meeting - Tuesday, August 15, 2023

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

6. COMMUNITY SERVICES - MARY KEATING**6.A. [FI-R-0202-23](#)**

Recommendation of approval of renewal of an Intergovernmental Agreement between the County of DuPage and the Village of Addison for the Addison consolidated Dispatch Center to Provide 211 Services in the amount of \$649,912. (Community Services - ARPA ITEM)

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

6.B. [FI-R-0203-23](#)

Additional appropriation for the ILDCEO Community Services Block Grant PY23 Inter-Governmental Agreement No. 23-231028, Company 5000, Accounting Unit 1650, from \$1,115,200 to \$1,328,747, an increase of \$213,547. (Community Services)

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

6.C. [FI-R-0204-23](#)

Acceptance and appropriation of additional funding for the Illinois Home Weatherization Assistance Program HHS Grant FY23 Inter-Governmental Agreement No. 22-221028, Company 5000, Accounting Unit 1430, from \$803,400 to \$881,832; an increase of \$78,432. (Community Services)

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

Chair Schwarze noted Member LaPlante joined the meeting via Zoom.

MOTION TO ALLOW REMOTE PARTICIPATION AT 9:40 AM.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Kari Galassi
AYES:	Galassi, Garcia, Schwarze, and Yoo
ABSENT:	Childress, and DeSart

6.D. [HS-R-0058-23](#)

Resolution to approve the agencies under the Small Agency Grant Program

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Kari Galassi
AYES:	Galassi, Garcia, Schwarze, and Yoo
ABSENT:	Childress, and DeSart
REMOTE:	LaPlante

MEMBER CHILDRESS LEFT THE MEETING DURING DISCUSSION OF ITEM 6.D.AT 9:50 AM.

YEENA YOO APPOINTED TO JOIN COMMITTEE FOR QUORUM PURPOSES

Member Garcia noted on the attachment (Exhibit A) there are agencies the districts submitted for approval that were not approved by staff or the States Attorney's Office. She requested more information on agencies that do not meet the qualifications of the grant program.

Assistant States Attorney Conor McCarthy defined the funding, stating these are not ARPA funds, but general fund dollars. It is ARPA interest money which must meet the provisions of the general fund money. When staff identified the funding mechanism, staff were given two choices; ARPA money, which requires a lot more reporting and detailed info on the back end or general fund money which has stricter eligibility requirements on the front end. Staff opted to go with a hybrid of the two - interest from ARPA funds but governed by general fund principles. The program is structured under the general fund.

The committee discussed Exhibit A, the attachment that listed the agency recommendations from the districts. Some of the items were recommended by the districts but were not deemed eligible by the Finance staff, and/or Conor McCarthy, Assistant States Attorney. Mr. McCarthy explained the response towards specific agencies, stating that most agencies that were questionable did not supply enough information.

Mary Keating explained the reason for two different columns. It was determined that the State's Attorney would serve in an advisory roll along with Finance, who went through each application to make determinations. Programs were still recommended by the districts. The staffs' perspective was to present both what the districts have recommended and what the staff reviewed in terms of eligibility.

Member LaPlante joined the meeting via Zoom. Chair Schwarze asked for a motion to allow LaPlante to attend the meeting remotely. Garcia so moved, and Galassi seconded. All ayes.

County Board Member Yeena Yoo asked about the one agency's request for \$100. Mary Keating stated they requested \$20,000, \$100 was the district's recommendation. - Chair Schwarze stated Member Gustin had asked if the committee could move \$424 from another agency to the agency receiving \$100. Patty Gustin was not present at the meeting to answer questions.

Committee discussed the county's liability if agencies had concerns with the selection and/or approval process, the disparity of funds between districts, and the money that may be left on the table.

Both Conor McCarthy and Nick Kottmeyer, Chief Administrative Officer, stated that it is the County Board's program, and ultimately the decision how to proceed is up the members of the County Board. They also discussed the option of approving the agencies that met the requirements and giving the questionable agencies the ability to re-apply. It was noted with the latter option, any delays will affect the district's ability to move forward.

Mary Catherine Wells from Finance replied that the reporting end of the agreements would be on the back end, in 2024, to which Conor McCarthy stated if conditions by agencies are unmet, the county would have to try to collect the funds back. Conor McCarthy stated the county could be the subject of a lawsuit under the most extreme circumstance.

Chair Schwarze stated the current motion on the table is to accept the district's recommendation, which is about \$70,000 more than what the staff deems eligible. Chair Schwarze added that this being the first year, ultimately the districts and staff needed more information than asked for by the process. As a proponent to move forward with the grant in the future, he suggested they make the application front heavy, requesting more information and putting more stipulations on the applications to avoid the conflicts such as what they are discussing today. His recommendation was to amend the current motion to approve the eligible amount as indicated by staff and the

\$424 change, which does not affect the actual allocation of money.

Conor McCarthy stated the next step in the process is to put grant agreements together and negotiate for each of these different programs. There was a lot of unclarity in what the proposals were. He will try to fix what he can on the agreements on the back end to narrow what the agencies can and can't do with the funds.

Member Childress left the meeting.

Conor mentioned that the staff that would reach out for the further clarity from the agencies in question are the same staff that will be putting together the agreements. From a workflow perspective, he questioned how that might that affect him, along with staff in Finance and Community Services.

County Board Member Lucy Evans and Member LaPlante opined that the agencies that were recommended eligible should be awarded their funding. Member Garcia stated that she was not comfortable with moving the \$424 in District 5 from one agency to another without additional information.

Assistant State's Attorney Renee Zerante noted there is not a physical quorum present. She asked Chair Schwarze to table the motion until Member Yoo was made a part of the committee. Chair Schwarze appointed Member Yoo to the Human Services Committee to meet a quorum under the direction of State's Attorney Conor McCarthy.

Chair Schwarze did not want to table any agencies for \$424. Member Garcia amended the original motion, excluding the transfer of \$424 in funds requested by Member Gustin. Chair Schwarze defined that the motion was to approve the eligible amounts as listed on exhibit A, which have been approved by Finance and the SSA's office, and to not accepting the transfer of \$424 in funds from one agency to another.

The Exhibit A is attached hereto and made part of the minutes packet.

[23-3006](#)

Small Agency Grant Program - Exhibit A

6.E. [23-2930](#)

Recommendation for the approval of a contract purchase order to Lavi Industries, Inc. (Qtrac), for a streamlined queuing and appointment scheduling system, for the Department of Community Services, for the period of September 5, 2023 through September 5, 2026, for a contract total amount not to exceed \$28,423.18; per GSA Contract #47QSMA22D08P4.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Kari Galassi
AYES:	Galassi, Garcia, Schwarze, and Yoo
ABSENT:	Childress, and DeSart
REMOTE:	LaPlante

6.F. [23-2929](#)

HS-P-0029A-23 - Amendment to County Sub-Grantee Contract 6239-0001 SERV, issued to Teen Parent Connection through the FY23 Community Services Block Grant (CSBG), for the purchase of diapers, formula, car seats and staffing time to assist low income County residents, to increase encumbrance in the amount of \$10,000, resulting in a new contract total amount not to exceed \$40,000, an increase of 33.33%. CSBG Funded. (Community Services)

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

7. **DUPAGE CARE CENTER - JANELLE CHADWICK**7.A. [FI-R-0205-23](#)

Acceptance of an Extension of Time and Appropriation for the United States Treasury American Rescue Plan Act Long Term Care Program Grant FY22 Grant, Agreement No. ARPA230229, Company 5000 - Accounting Unit 2115, extend through December 31, 2023, \$153,000. (DuPage Care Center)

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

7.B. [23-2931](#)

Recommendation for the approval of a contract purchase order to Kronos, Inc., A UKG Company, for software support services for the Kronos automated time and attendance system and Knowledge Pass (educational services subscription), for the DuPage Care Center, for the period September 28, 2023 through September 27, 2024, for a contract total not to exceed \$25,038.45; per 55 ILCS 5/5-1022 Competitive Bids (d) IT/telecom purchases under \$35,000.00.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Kari Galassi
AYES:	Galassi, Garcia, Schwarze, and Yoo
ABSENT:	Childress, and DeSart
REMOTE:	LaPlante

8. TRAVEL

8.A. [23-2932](#)

Travel Request for Senior Housing & Development Planner to attend the HUD partnered Fall National Human Services Data Consortium (NHSDC) Conference in Philadelphia, PA, from October 22, 2023 through October 25, 2023. Expenses to include registration, transportation, lodging, miscellaneous expenses (parking, mileage, etc.), and per diems for approximate total of \$2,203.73. CoC grant funded. (Community Services)

RESULT:	APPROVED AT COMMITTEE
MOVER:	Paula Garcia
SECONDER:	Kari Galassi
AYES:	Galassi, Garcia, Schwarze, and Yoo
ABSENT:	Childress, and DeSart
REMOTE:	LaPlante

9. CONSENT ITEMS**9.A. [23-2933](#)**

Tabb Textile Company, Inc., 5958-0001 SERV - This purchase order is decreasing in the amount of \$15,450, and closing due to purchase order has expired.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Kari Galassi
AYES:	Galassi, Garcia, Schwarze, and Yoo
ABSENT:	Childress, and DeSart
REMOTE:	LaPlante

9.B. [23-2934](#)

Prescription Supply, Inc. 5882-0001 SERV - This purchase order is decreasing in the amount of \$16,180.51, and closing due to purchase order has expired.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Kari Galassi
AYES:	Galassi, Garcia, Schwarze, and Yoo
ABSENT:	Childress, and DeSart
REMOTE:	LaPlante

10. INFORMATIONAL**10.A. [FM-P-0078-23](#)**

Recommendation for the approval of a contract to Commercial Mechanical, Inc., to replace existing convectors (radiative heaters) in the North building resident shower, bath, and laundry rooms, replace existing VAV controls, and replace existing corridor linear diffuser controls at the Care Center, for Facilities Management, for the period of September 12, 2023, through November 30, 2025, for a total contract amount not to exceed \$407,100, per lowest responsible bid #22-141-FM. (ARPA ITEM)

11. RESIDENCY WAIVERS - JANELLE CHADWICK

Anita Rajagopal, Assistant Administrator at the DuPage Care Center, stated that there are currently eleven male and twenty-three female beds available. Four beds have been offered to DuPage County residents, so there are no county residents that will be displaced accepting the two out of county applicants.

Out of County Residency Waiver One (1)

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Kari Galassi
AYES:	Galassi, Garcia, LaPlante, Schwarze, and Yoo
ABSENT:	Childress, and DeSart

Out of County Residency Waiver Two (2)

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Kari Galassi
AYES:	Galassi, Garcia, LaPlante, Schwarze, and Yoo
ABSENT:	Childress, and DeSart

12. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK

Anita Rajagopal announced there are no current covid or rhinovirus cases at the DuPage Care Center. Per the Illinois Department of Public Health (IDPH) guidance, the masking requirements are not mandatory at this point.

The Care Center is in the annual IDPH annual survey window, beginning in August. Staff are preparing for the visit.

Ms. Rajagopal reminded the committee of the virtual Fall Festival on September 16. All email users have been sent a link to pre-order delicious fall treats; apple slices, cake rolls, and apple butter. There will also be some exciting raffle prizes. Ms. Rajagopal added the Care Center would really appreciate everyone's support for this event.

13. COMMUNITY SERVICES UPDATE - MARY KEATING

Mary Keating, Director of Community Services, stated the letters giving the townships the ability to opt out of the Northern Illinois Food Bank (NIFB) Produce Program have been mailed. There has been no official response from any of the townships, although one township unofficially indicated to Mary Keating that they would stay in the program.

The Family Center's construction of the new playground is progressing well. There is currently a large yellow shade covering the area. The goal is to have the construction complete and a ribbon cutting on October 3, 2023. The staff are very excited for the opportunity for parents to be able to spend quality time outdoors with their children. This is something we have all wanted for a very long time.

Paul Hoss and Ms. Keating had a conversation with the Chicago Metropolitan Agency for Planning (CMAP) regarding a notice of funding opportunity released by HUD they are calling CBBG-Pro. CMAP is accepting applications for regional efforts to identify ways to reduce the barriers to the construction of affordable housing. CMAP is looking to put together a regional application and asked if DuPage County would be interested in signing on, which we answered yes. Paul Hoss will take this to Community Development committee meeting today to get a formal endorsement enabling staff to proceed with CMAP discussions.

14. OLD BUSINESS

Chair Schwarze stated the committee voted today on many good things.

The 211 Customer Service line will continue for another year. Gina Strafford-Ahmed, Administrator of the Information & Referral unit stated the Community Services' link on the DuPage County Website has a 211 dashboard with details of the number of calls and the nature of the calls received monthly. Ms. Keating added that people seeking information regarding housing is by far the most common request.

Member Galassi asked if the monthly calls are increasing with the word getting out. Ms. Strafford-Ahmed replied the numbers are increasing slightly. She added there is funding coming in to do a public relations campaign, but she is tentative to move forward until the funding actually arrives. The funding should enable them to have television and radio spots which should help. Ms. Keating added that any calls coming in after business hours gives residents access to assistance that was not available before.

Chair Schwarze noted they approved additional funding for the Teen Parent Connection, which is a terrific organization.

Chair Schwarze expressed his appreciation to everyone on the Human Services committee, the County Board members, the Finance staff, and Mary Keating. He acknowledged the amount of work involved in administering the Small Agency Grant Program, and added all the elected officials appreciate this program and the people they help. He commended the Finance staff especially, noting they are not in the human services field, that the things they worked on to help the residents of DuPage County is exponentially wonderful and not done in vain. His sentiment was seconded by the committee members.

15. NEW BUSINESS

No new business was discussed.

16. ADJOURNMENT

With no further business, the meeting was adjourned at 10:18 AM.

RESULT:	APPROVED
MOVER:	Lynn LaPlante
SECONDER:	Yeena Yoo
AYES:	Galassi, Garcia, LaPlante, Schwarze, and Yoo
ABSENT:	Childress, and DeSart



HS Requisition \$30,000 and Over

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

File #: HS-P-0068-23

Agenda Date: 9/19/2023

Agenda #: 6.A.

AWARDING RESOLUTION
ISSUED TO HAGGERTY FORD
TO FURNISH AND DELIVER ONE (1) 2022 FORD TRANSIT CONNECT CARGO VAN FOR THE
WEATHERIZATION PROGRAM
(CONTRACT TOTAL AMOUNT \$43,230.00)

WHEREAS, the DuPage County Weatherization Program timely requires suitable equipment to provide services in the field; and

WHEREAS, the Cooperative Purchasing agreement currently in place for vehicles with DuPage County Procurement is, due to supply chain issues, not accepting orders for new vehicles at this time; and

WHEREAS, the DuPage County Weatherization Program has until September 30, 2023 to purchase a vehicle through a special grant modification approved by the Illinois Department of Commerce and Economic Opportunity Office of Community Assistance specifically to assist agencies with updating vehicles and/or equipment; and

WHEREAS, to meet the operational needs of Weatherization, this vehicle has been requisitioned pursuant to FI-O-0056-22 and DT-R-0306B-22, approved by the Board on October 25, 2022, which authorize the purchase due to extreme supply chain interruption and is ready for immediate delivery.

NOW, THEREFORE BE IT RESOLVED, that said contract to furnish and deliver one 2022 Ford Transit Connect Cargo Van is hereby approved for issuance to Haggerty Ford, 330 E Roosevelt Rd in West Chicago, Illinois 60185, for a contract total not to exceed \$43,230.00.

Enacted and approved this 26th day of September, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$43,230.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 09/19/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$43,230.00
	CURRENT TERM TOTAL COST: \$43,230.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: HAGGERTY FORD	VENDOR #: 12084	DEPT: WEATHERIZATION	DEPT CONTACT NAME: DAVID WATKINS
VENDOR CONTACT: Lou Tornabeni	VENDOR CONTACT PHONE: 630-231-3200	DEPT CONTACT PHONE #: x6469	DEPT CONTACT EMAIL: david.watkins@dupageco.org
VENDOR CONTACT EMAIL: lou@haggertyautogroup.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.). Community Services Weatherization is adding to the fleet. This vehicle is necessary for assessors in weatherization.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Community Services Weatherization policy requires a vehicle for assessors. With the addition of a new assessor, the vehicle will be utilized by department.			

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. PER 55 ILCS 5/5-1022 'COMPETITIVE BIDS' (C) NOT SUITABLE FOR COMPETITIVE BIDDING
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. FINANCIAL PLANNING
SOURCE SELECTION	Describe method used to select source. Community Services Weatherization Division in accordance with DuPage County Procurement Ordinance - Section 2-355- "Circumstances not suitable for bid (extreme supply chain interruption". Cooperatives are no longer accepting vehicle orders. Weatherization is in need of a vehicle replacement and in the interest of safety. CS has contacted three (3) vendors for vehicle availability and pricing. Haggerty Ford has a vehicle readily available and competitively priced.
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) Award a contract to Haggerty Ford. This is the recommended option as the vehicle is immediately available. 2) Do not award Haggerty Ford pay a higher cost and/or risk the loss of an available vehicle. 3) Do nothing and risk the availability of a vehicle.

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: HAGGERTY FORD	Vendor#: 12084	Dept: COMMUNITY SERVICES	Division: WEATHERIZATION
Attn: Lou Tornabeni	Email: lou@haggertyautogroup.com	Attn: David Watkins	Email: david.watkins@dupageco.org
Address: 330 E. ROOSEVELT ROAD	City: WEST CHICAGO	Address: 421 N. COUNTY FARM ROAD	City: WHEATON
State: IL	Zip: 60185	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAME AS ABOVE	Vendor#:	Dept: Same	Division:
Attn:	Email:	Attn: David Watkins	Email: david.watkins@dupageco.org
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): Sep 26, 2023	Contract End Date (PO25): Nov 30, 2023
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		2022 FORD TRANSIT CONNECT VAN	FY23	5000	1430	54120	22-221028	43,230.00	43,230.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 43,230.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and provide outfitted one (1) 2022 Ford Transit Connect Van for Weatherization.
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



Custom Connection
 55 West Irving Park Road
 Roselle, IL 60172
 (630) 351-8267
 custom8267@gmail.com
 www.customconnections.com

Estimate #4400

Created: 8/30/2023
 Payment Term: On Receipt
 Service Writer: Owner Account

Haggerty Ford
 EAST Roosevelt Rd
 West Chicago, IL 60185
 Mobile: (630) 231-3200

2022 ford transit connect

Install windows rear doors				
Description	Price	QTY	HRS	Subtotal
1 windows	\$350.00	2		\$700.00
2 Cut out metal and urethane in windows			2	\$300.00
Shop Supplies (2%): \$6.00			Total: \$1,006.00	

composite bulkhead with window				
Description	Price	QTY	HRS	Subtotal
1 Install bulkhead			1	\$150.00
2 COMPOSITE BULKHEAD - FORD TRANSIT CONNECT	\$818.09	1		\$818.09
Part #: 96501-3-01				
3 Bulkhead Divider Window Block Off; For CabMax™ Composite Van Bulkhead;	\$194.96	1		\$194.96
Part #: 96907-3-01				
Shop Supplies (2%): \$3.00			Total: \$1,166.05	

Ladder rack				
Description	Price	QTY	HRS	Subtotal
1 RANGER DESIGN DOUBLE CLAMP LADDER RACK FOR FORD TRANSIT CONNECT MODEL 1630-TC	\$1,686.92	1		\$1,686.92
2 Discount for display unit	\$-1,000.00	1		-\$1,000.00
3 Install ladder rack			1	\$150.00
Shop Supplies (2%): \$3.00			Total: \$839.92	

The above figures for parts and labor are estimated based on our inspection and do not cover any additional parts or labor which may be required after the work has been started. Occasionally, after the work has started worn parts are discovered or additional parts may be needed to complete the job. Prices are subject to change, but you will be notified first before proceeding and your approval is required or this contract is null and void. Check fit before painting any product. Painted items are non-refundable. All claims and returned goods must be accompanied by this bill. "NO RETURNS ON ELECTRICAL PARTS". In case of claims on returned goods, for credit only, all parts carry manufacturer's guarantee only. Items returned for credit are subject to 15% handling charges upon return. Special orders require minimum 25% non refundable deposit. Every effort will be made to contact you by telephone.

Parts	\$2,399.97
Labor	\$600.00
Subtotal	\$2,999.97
Shop Supplies	\$12.00
Tax	\$0.00
Grand Total	\$3,011.97
Paid To Date	(\$0.00)

REMAINING BALANCE \$3,011.97

Handling charges will be assessed, along with any shipping charges to us and back to the supplier.



180 E. Roosevelt Rd, West Chicago, IL 60185
Ph: (630) 231-1100

Haggerty Ford
330 E. Roosevelt Rd
West Chicago, IL 60185
Ph: (630) 231-3200

DATE 06/14/2023 Salesman Dario Peguero
NAME DUPAGE COUNTY STOCK # F81577
CO-BUYER _____ EMAIL DAVID.WATKINS@DUPAGECO.ORG
ADDRESS 421 N COUNTY FARM RD CELL PHONE (630) 835-4850
CITY WHEATON STATE IL ZIP 60187 HOME PHONE _____
HOME PHONE _____
please enter my order for the following: ☐ New ☐ Demo ☐ Used

	YEAR	NAME	MODEL	COLOR	MILEAGE	SERIAL #
BOUGHT	2022	Ford	Transit Connect	FROZEN WHITE ME	6	1
TRADED						

Price Includes Broccoli Upfit!

CASH SELLING PRICE	42,715.00
TRADE DISCOUNT	
CASH DIFFERENCE	42,715.00
TAXES	
LICENSE & TITLE	168.00
ADMINISTRATIVE FEES & CHARGES	347.00
SUB TOTAL	43,230.00
PAYOFF ON TRADE	
SUB TOTAL	43,230.00
FACTORY REBATE	
SERV CONT	
DEPOSIT	
BALANCE DUE ON DELIVERY	43,230.00

ADMINISTRATIVE FEES AND CHARGES; AN ADMINISTRATIVE FEE IS NOT AN OFFICIAL FEE. AN ADMINISTRATIVE FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO CLOSING OF A SALE. THE BASE ADMINISTRATIVE FEE ENDING JANUARY 1, 1992 WAS \$40.00. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR ADMINISTRATIVE FEES & CHARGES IS THE BASE ADMINISTRATIVE FEE OF \$40.00 WHICH SHALL BE SUBJECT TO AN ANNUAL ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW.

NOTICE: THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS, WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.

No Public Liability or Property Damage Insurance Issued With This Transaction.

ALL WARRANTIES, IF ANY, BY MANUFACTURERS OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (A) ON ALL GOOD AND SERVICES SOLD BY DEALER; AND (B) ON ALL USED VEHICLES WHICH ARE SOLD AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED.

This is a non-binding order.

☐ NOTICE - If the box to the left is checked, the automobile purchased herein is a demonstrator which has been pre-used and may have incurred certain body repairs as a result of such usage.

The purchaser represents and warrants that he is of legal age; that he has title to and good right to sell and dispose of the used car traded in described above, that there are no liens, claims and/or encumbrances thereon, and agrees to furnish good and sufficient title and hereby grants Haggerty Ford power of attorney to assign and endorse said title for him, and to sign any and all applications which would be necessary to register title to car being purchased in any state or territory. After careful inspection and demonstration, the undersigned purchases the above vehicle with equipment at the prices and on the terms specified above.

TRANSFER OF TITLE TO ABOVE AUTOMOBILE IS SUBJECT TO FINAL, PAYMENT OF ANY AND ALL CHECKS CLEARING BANK UPON WHICH IS DRAWN.

SIGNED _____ PURCHASER

SIGNED _____ CO-BUYER



Required Vendor Ethics Disclosure Statement

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

Date: 8/30/2023

Bid/Contract/PO #: _____

Company Name: <u>Haggerty Ford Inc.</u>	Company Contact: <u>Catherine Joy</u>
Contact Phone: <u>630-231-3200</u>	Contact Email: <u>cjoy@haggertyautogroup.com</u>

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

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

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

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

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

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

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

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

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

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

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

<http://www.dupagecounty.org/contractsandprocurement>

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

Signature on File

Authorized Signature

Printed Name

Title

Date

Catherine M. Joy
Controller
8/30/2023

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



HS Requisition \$30,000 and Over

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

File #: HS-P-0069-23

Agenda Date: 9/19/2023

Agenda #: 6.B.

AWARDING RESOLUTION
ISSUED TO BENEVATE, INC. D/B/A NEIGHBORLY SOFTWARE
TO PROVIDE A GRANTS MANAGEMENT SOFTWARE SYSTEM
FOR THE EMERGENCY RENTAL ASSISTANCE PROGRAM (ERA2)
(CONTRACT TOTAL AMOUNT \$134,000)

WHEREAS, Benevate, Inc. D/B/A Neighborly Software, is a qualified and current provider of grant software services for DuPage County Community Services per contract bid #21-011-CD; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to Benevate, Inc. D/B/A Neighborly Software, for the purchase of an additional Grants Management Software System for the Emergency Rental Assistance Program (ERA2).

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said, for the purchase of a Grants Management Software System, for the Community Services Department, be, and it is hereby approved for issuance of a contract by the Procurement Division to Benevate, Inc. D/B/A Neighborly Software, 3423 Piedmont Road NE, Suite 550 Atlanta, GA 30305 for a contract total amount not exceed \$134,000 for a two (2) year contract with two (2) one-year (1) renewals.

Enacted and approved this 26th day of September, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: 21-011-CD	INITIAL TERM WITH RENEWALS: 2 YRS + 1 X 2 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$134,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE:	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$134,000.00
	CURRENT TERM TOTAL COST: \$134,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Benevate, Inc. dba Neighborly Software	VENDOR #: 37628	DEPT: Community Services	DEPT CONTACT NAME: Mary Keating
VENDOR CONTACT: Leah Larson	VENDOR CONTACT PHONE: 1-208-598-6966	DEPT CONTACT PHONE #: 630-407-6457	DEPT CONTACT EMAIL: Mary.Keating@Dupageco.org
VENDOR CONTACT EMAIL: leah.larson@neighborlysoftware.com	VENDOR WEBSITE: neighborlysoftware.com	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Grants & application management software.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished DuPage County Community Services has a current contract with Neighborly Software for Grants Management Software. This component will be used to accept and process applications for the Emergency Rental Assistance Program. The software will also manage data to comply with reporting standards and grants to non profit agencies.			

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. PER 55 ILCS 5/5-1022 'COMPETITIVE BIDS' (C) NOT SUITABLE FOR COMPETITIVE BIDDING
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Neighborly Software	Vendor#: 37628	Dept: Community Services	Division:
Attn: Finance - Gabrielle Johnson	Email: finance@neighborlysoftware.com	Attn: Mary A Keating	Email: Mary.Keating@DuPageco.org
Address: 3423 Piedmont Rd NE, Suite 550	City: Atlanta	Address: 421 N. County Farm Road	City: Wheaton
State: GA	Zip: 30305	State: IL	Zip: 60187
Phone: 470-890-5914	Fax:	Phone: 630-407-6457	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Benevate Inc. Dba Neighborly Software	Vendor#: 37628	Dept: NA	Division:
Attn:	Email:	Attn:	Email:
Address: 3423 Piedmont Rd NE, Suite 550	City: Atlanta	Address:	City:
State: GA	Zip: 30305	State:	Zip:
Phone: 855-625-9738	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 10/01/2023	Contract End Date (PO25): 06/30/2027
Contract Administrator (PO25): Mary Keating			

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	na	Unlimited Users for 2 year ERAP Allocation	FY23	5000	1770	53806	ERA2	99,000.00	99,000.00
2	1	EA	na	Program Implimentation	FY23	5000	1170	53806	ERA2	5,000.00	5,000.00
3	1	EA	na	Maintenance Portal	FY25	5000	1770	53806	ERA 2	15,000.00	15,000.00
4	1	EA	na	Maintenance Portal	FY26	5000	1770	53806	ERA 2	15,000.00	15,000.00
5											0.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 134,000.00

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.
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

BENEVATE, INC. d/b/a NEIGHBORLY SOFTWARE SAAS ORDER FORM

Customer Information	
Account Name: The County of DuPage, IL	Initial Service Term: Two (2) Year from Effective Date
Address: Community Services Department 421 N County Farm Road Wheaton, IL 60187	
Billing Contact Name & Title: Mary Keating, Director DuPage County Community Services Department	Phone: 630-407-6457 Email: Mary. Keating@Dupageco.org
Alternate Contact Name & Title: Joan Fox, Administrator Housing Supports and Self-Sufficiency	Phone: (630) 407-6426 Email: Joan.Fox@dupageco.org

PURCHASE SUMMARY

PRICING: UNLIMITED USERS		User Price	GRANT (\$)	FEE	Annual Total
Unlimited Users for (2) Year ERAP Allocation – County of DuPage, IL		% of Grant	\$11,000,000.00*	0.9%	\$99,000.00
Services Included: • Hosted Software to Administer Program(s) • Dedicated Client Success Manager • Technical Support (Monday – Friday: 8:00 a.m. to 8:00 p.m. EST) • Hosting/Security in Microsoft Tier IV Data Center • Data Storage, Backup, and Recovery					
*Pricing is based on the County of DuPage, IL’s U.S. Department of the Treasury, Emergency Rental Assistance Allocation of \$11,000,000.00. Any supplementary allocations will be subject to additional fees.					
One-Time Fees		Unit Price	Quantity	One-Time Total	
Implementation of Program(s)		\$5,000.00	1	\$5,000.00	
Services include System Configuration, Program Design, and Administrator Training for the following programs: • Emergency Rental Assistance Program					
	Subtotals				
Annual Subtotal (Licenses):				\$99,000.00	
One-Time Subtotal (Implementation):				\$5,000.00	
TOTAL:				\$104,000.00	

SOFTWARE AS A SERVICE (SAAS) AGREEMENT

This SaaS Agreement (“Agreement”) is entered into on this ____ day of _____ 2023 (the “Effective Date”) between Benevate, Inc., d/b/a Neighborly Software, a Delaware Corporation, with its principal place of business located at 3423 Piedmont Rd. NE, Atlanta, GA 30305 (“Company”), and the Customer listed above (referred to as the “Customer”) (collectively referred to as the “Parties”). This Agreement includes and incorporates the above Order Form, the Terms and Conditions below, and Exhibits A - B attached hereto.

TERMS AND CONDITIONS

1. DEFINITIONS.

- a. “Authorized User” means those individuals designated and authorized by the Customer to use one of the purchased licenses to access the Software and Services, using his or her login credentials (email address and password), which may only be used by that single, named user.
- b. “Confidential Information” means all information, in oral, written, machine readable, sample or any other form, that either Party discloses (“Discloser”) to the other (“Recipient”) relating to the business of Discloser, whether furnished before or after the Effective Date of this Agreement, including, without limitation, information related to pricing, products, services, Customer Data, and any implementing regulations or guidelines, proprietary business practices, policies, finances, procedures, sales, costs, liabilities, markets, strategies, concepts, methods or employees, that is not generally ascertainable from public or published information or sources, and all analyses, compilations, data, studies, notes, memoranda or other documents prepared by Discloser based on such Confidential Information.
- c. “Customer Data” means any non-public, personal information provided by the Customer to the Company to enable the provision of Services.
- d. “Documentation” means the applicable training materials, user guides, publicly available marketing and/or proposal materials, and other similar information, or other documents disseminated under or governed by confidentiality obligations which pertain to the Software or Services provided by Company, which may be updated by Company at any time without notice to include information about new features and incorporate feedback to help Company’s customers understand how to use the Software and Services.
- e. “License Fees” means the annual cost for the administrative license(s) enabling users to have access to the Software.
- f. “Professional Services” means non-standard customization and services available at an additional fee, including, but not limited to, data migration services, in-person trainings, Power BI services, geographical data services, non-standard professional developer services, etc.
- g. “Services” means standard implementation services, configuration of stated program(s) to allow for enrollment, qualification, administration and reporting, access to the Software, technical support services, hosting and security services, data storage, backup, recovery, and other services provided by the Company as described in the Order Form or this Agreement.
- h. “Software” means the proprietary web-based products, including, but not limited to, the source code, object code or underlying structure, ideas, know-how or algorithms, documentation, or data related to the Services provided by Company, or its licensors identified on an Order Form and subsequently made available to Customer by Company in accordance with an Order Form or this Agreement.

2. SOFTWARE AND SERVICES.

- a. During the Term of this Agreement, Company will provide Customer access to, and use of, the Software, Services, and Documentation by enabling a portal for Customer to access through a web browser (the “Portal”).
- b. This Agreement does not contemplate any customized products, services, work-for-hire, or code developed exclusively for Customer. In the event that the Parties agree that Company shall provide such non-standard Professional Services, the description of the services and applicable ownership rights with respect to such Professional Services will be set forth in a separately executed Professional Services Agreement. This Agreement does not contemplate any IP rights beyond the terms provided herein.
- c. Company will make available to Customer all updates and any documentation for such updates to the Services. Company will use commercially reasonable efforts to ensure that (i) new features or enhancements to existing features are synchronized with the previous version, and (ii) updates will not degrade the performance, functionality, or operation of the Services. General maintenance of the system is completed on a regular basis to ensure optimal performance of the Services.

- d. **Service Levels.** Company will use commercially reasonable efforts to maintain the availability of the Services at a level of 99.5%. For further specifications regarding the Service Levels, refer to Service Level Terms attached as Exhibit “A” to this Agreement.
- e. **Technical Support.** With the exclusion of Federal Holidays, Technical Support is available from 8:00 a.m. to 8:00 p.m. EST, Monday - Friday. (“Support Hours”). Customer shall initiate a helpdesk ticket during Support Hours by sending an email to support@neighborlysoftware.com. Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.
- f. **Data Storage.** All Customer Data will be stored, processed, and maintained solely in data centers located in the United States.
- g. **Backup and Recovery of Customer Data.** Company is responsible for maintaining a backup of the Customer Data and for an orderly and timely recovery. Company shall maintain a contemporaneous backup of Customer Data that can be recovered within a reasonable period of time.

3. CUSTOMER RESTRICTIONS AND RESPONSIBILITIES.

- a. Customer will not, directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation, or data related to the Services (“Software”); (ii) modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); nor (iii) use the Services or any Software for timesharing or service bureau purposes.
- b. Customer represents, covenants, and warrants that Customer will use the Services in compliance with all applicable laws and regulations. To the extent permitted by law, Customer hereby agrees to hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the foregoing.
- c. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like.
- d. At no time is it permissible for an Authorized User to share their login credentials. The number of Authorized Users licensed hereunder is specified in the Order Form or as formally requested and approved, in writing, during the Term. Customer is solely responsible for maintaining the status of its Authorized Users and the confidentiality of all login credentials and other Portal access information under its control. Customer will notify Company immediately if Portal information is lost, stolen, or disclosed to an unauthorized person or any other breach of security in relation to its passwords, usernames, or other Portal access information that may have occurred or is likely to occur.

4. CONFIDENTIALITY; PROPRIETARY RIGHTS

- a. **Duty Not to Disclose Confidential Information.** In connection with the Agreement, Recipient, and its employees and agents, may have access to the Confidential Information of the Discloser. Recipient shall, and shall ensure that its employees and agents shall, keep the Confidential Information of the Discloser in strict confidence and use it only for the purpose of performing its duties under this Agreement. Recipient will not directly or indirectly disclose, publish, disseminate, make available or otherwise communicate in any way, to any third person not having a need to know in order to perform its duties under this Agreement, any Confidential Information of the Discloser, without the Discloser’s prior written consent. Recipient will have appropriate safeguards in place within its organization to restrict access to Confidential Information to only those individuals as needed in connection with the performance of this Agreement. Recipient will take care of Confidential Information using at least the same standard of care it would use with its own confidential information, but in no event shall Recipient use less than reasonable care in protecting such Confidential Information.
- b. **Mandatory Disclosures.** In the event that Recipient is required by a binding order of a governmental agency or court of competent jurisdiction to disclose any Confidential Information of the Discloser, it shall, if legally permitted, provide the Discloser with prompt written notice (via e-mail that is acknowledged as received) to allow the Discloser an opportunity to appear and object prior to Recipient’s compliance with requested disclosure. The written notice shall provide Discloser with sufficient information describing the content of the information to be disclosed. If such objection is unsuccessful, then Recipient shall produce only such Confidential Information as is required by the court order or governmental action.

- c. Customer shall own all right, title, and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services.
- d. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements, or modifications thereto, (b) any software, applications, inventions, or other technology developed in connection with implementation of services or support, and (c) all intellectual property rights related to any of the foregoing.
- e. Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and (ii) disclose such data solely in aggregate or other de-identified form to determine aggregate number of individuals and/or amount of funds that have been processed in connection with its business.

5. PAYMENT OF FEES

- a. Payment Terms. Customer shall pay Company the fees listed in the Purchase Summary of the Order Form pursuant to the Local Government Prompt Payment Act (50 ILCS 505/ *et. al.*). An invoice for the fees will be sent to the Customer immediately following the Effective Date and is due within sixty(60) days from the date of the invoice (the “Due Date”).
- b. Late Payments. If the Customer fails to pay any invoice in full within forty-five (45) days from the Due Date, the Company shall have the right to suspend the Services until payment is received. Suspension of Services in accordance with this subsection shall not be deemed a breach of this Agreement.
- c. Additional Allocations or Reallocations. During the Initial Service Term, the Customer is subject to additional charges for any additional ERAP allocations or reallocations (referred to collectively as “Additional Allocations”) received. The Customer shall notify the Company of any Additional Allocations within thirty (30) days of receipt. All Additional Allocations will be charged at .9% of the total amount.
- d. Implementation & Delay Fees. Implementation costs are based on a 6–8-week implementation period (for up to four (4) programs). Company reserves the right to assess a weekly fee of \$500.00 for implementations that exceed eight (8) weeks, beginning on the date of the Kickoff Meeting, and caused solely by Customer’s delay, such as repeated failures to timely test and provide approval on items, repeated cancellations or no-shows for scheduled calls and trainings.
- e. Renewal. Company reserves the right to change the fees listed in the Order Form and/or Paragraph 6 at the end of the Initial Service Term or then-current renewal term. The cost per license as stated in Paragraph 6 may increase by no more than 10% upon each renewal (the “Renewal Price Cap”). The aforementioned Renewal Price Cap may be forfeited if the Services are not renewed prior to the termination date of the Initial Service Term or then current renewal term; in which case, the fees for any subsequent renewal may be calculated according to Company’s then-current pricing. The Company shall provide the Customer with an invoice (via e-mail) sixty (60) days prior to end of the Initial Service Term or then-current renewal term.
- f. Maintenance Portal. Once the Customer has expended all ERAP funding, the Customer may transition to a Maintenance Portal for the next renewal term, allowing continued, limited access to the existing ERAP Portal. See Exhibit C for all information pertaining to the Maintenance Portal.
- g. Taxes. The fees do not include any taxes, including, without limitation, sales, use or excise tax. If Customer is a tax-exempt entity, you agree to provide Company with a tax-exempt certificate.).
- h. The parties acknowledge that appropriation of funds is a governmental function which the Customer cannot contractually commit itself in advance to perform and this Agreement does not constitute such commitment. The Customer’s obligation to pay under this Agreement is contingent upon Customer’s annual appropriation of funds for such purpose, and the non-appropriation of funding for such purpose in any fiscal year shall immediately relieve both parties of their respective obligations hereunder, as of the last day for which funds have been appropriated. The Customer shall immediately notify the Company in writing (via e-mail), upon determining that sufficient funds will not be budgeted and appropriated in any fiscal year under this Agreement.

6. TERM AND TERMINATION

- a. Term and Renewal. Subject to earlier termination as provided below, the term of the Agreement shall commence on the Effective Date and shall cover the Initial Service Term as specified in the Order Form and shall automatically renew for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.
- b. Automatic Renewal Options. A renewal offer will be sent to the Customer sixty (60) days prior to the end of Initial Service Term or then-current term for continued access to the ERAP Portal. The Customer has the option to keep the ERAP Portal "Active" or to transition to a Maintenance Portal.

- (i) For an Active Portal, the renewal offer will be based on .9% of any ERAP allocations to be expended in the upcoming renewal period or the number of licenses utilized in the ERAP Portal at the time of renewal at \$2,400.00 per license (whichever is higher). If utilizing the per license model, the following minimums apply:

# Tenant applications	Minimum License Count	Minimum Annual Costs
<10,000	5	\$12,000.00
10,000 – 50,000	10	\$24,000.00
50,001+	Total Tenant App/5,000*	\$26,400.00+

*Rounding up to the nearest whole number (Example: If you have 51,000 applications: $51,000/5,000 = 10.2$; the minimum license count would be 11 - you are not required to use 11 licenses, this just determines the minimum cost).

The renewal term will be for one (1) year and will automatically renew for consecutive one (1) year periods unless the Customer notifies Company of its intent to transition to a Maintenance Portal or requests termination at least thirty (30) days prior to the end of the then-current term.

- (ii) If the Customer has expended all ERAP funding at the time of renewal, then the Customer will have the option to transition to a Maintenance Portal as referenced in Exhibit C. **The Customer is responsible for notifying Company of its intent to transition to a Maintenance Portal.** If the Customer does not notify the Company, this Agreement will renew in accordance with subsection (b)(i) of this Section. Once the ERAP Portal is transitioned to a Maintenance Portal, this Agreement will automatically renew for consecutive one (1) year periods at the price provided in Exhibit C, unless the Customer requests termination at least thirty (30) days prior to the end of the then-current term.

PLEASE NOTE: ONCE A PORTAL HAS BEEN DISABLED, THE UNDERLYING DATABASE WILL BE PERMANENTLY DESTROYED. THE DATABASE CANNOT BE RESTORED FROM THE RAW DATA FILES. DATA WILL BE PROVIDED IN ACCORDANCE WITH SUBSECTION D OF THIS SECTION. NEIGHBORLY SOFTWARE'S USER INTERFACE (UI) ORGANIZES THE DATA INTO STRUCTURES THAT MAKE DATA EASY TO RETRIEVE AND UNDERSTAND. IF YOU ANTICIPATE ONGOING AUDIT, COMPLIANCE, OR REPORTING NEEDS, SIMPLY HAVING THE RAW DATA MAY NOT BE SUFFICIENT TO ADDRESS THESE NEEDS.

- c. Termination for Cause. This Agreement may be terminated by either Party for cause by providing written notice (via e-mail) to the other Party upon the occurrence of any of the following events (each, an "Event of Default"):

 - (i) If the other Party ceases to do business, or otherwise terminates its business operations, except as a result of an assignment permitted under this Agreement;
 - (ii) If the other Party materially breaches any material provision of this Agreement and fails to substantially cure the breach within ten (10) business days of receipt of written notice describing the breach; or
 - (iii) If the other Party becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against the other Party and not dismissed within sixty (60) days; provided however that in such event, termination will not require notice to the other Party.

- d. Effect of Termination. Upon the termination of this Agreement, Company shall disable the Company's website portal and provide the Customer with a final extract of the Customer Data via the Secure File Transfer Protocol (SFTP), within a reasonable time, not to exceed thirty (30) days from the date of the termination. The extraction and transfer of the Customer Data will be provided without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Service Provider).

Within thirty (30) days from the date of the final extraction and transfer of the Customer Data via the SFTP, the Company shall provide Customer with a Termination of Services and Final Data Destruction Agreement (the “Termination Agreement”), which will provide the details regarding termination of services and final data destruction, a sample copy of which is attached hereto as Exhibit “B”. The Customer acknowledges and agrees that if the Termination Agreement is not executed and returned by the Customer within fifteen (15) days, the Company will follow the default process which provides for final destruction of Customer Data forty-five (45) days after the final extraction and transfer via the SFTP. The Customer acknowledges and agrees that the Company has no obligations whatsoever with regard to the Customer Data following the final destruction. The Company will provide the Customer with a Certification of Data Destruction when the Customer Data has been permanently deleted in accordance with this subsection. This Section shall survive the termination of this Agreement.

7. WARRANTY AND DISCLAIMER

- a. **Company Warranty.** Company represents and warrants the following: (a) the Documentation sufficiently describes features, functionality, and operation of the Software as applicable; (b) the Software, as applicable, conforms to the Documentation and is free from defects in material and workmanship; (c) the Software does not contain any viruses or other malicious threats, programs, features, or devices (“Viruses”) that could harm Customer, and Company uses commercially reasonable efforts to prevent and eradicate such Viruses. Furthermore, consistent with prevailing industry standards, Company shall maintain the Software in a manner which minimizes errors and interruptions and shall perform the Services in a professional and workmanlike manner. Notwithstanding the foregoing, the Software may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, or because of other causes beyond Company’s reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.
- b. **Loss of Data.** In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Customer Data or the physical, technical, administrative, or organizational safeguards put in place by Company that relate to the protection of the security, confidentiality, or integrity of Customer Data, Company shall, as applicable: (i) notify Customer as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (ii) cooperate with Customer in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Customer; and (iii) in the case of Personally Identifiable Information (PII), at Customer’s sole election, notify the individuals whose PII was compromised as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legal requirement, within five (5) calendar days of the occurrence; and/or (iv) perform or take any other actions required to comply with applicable State law as a result of the occurrence.
- c. **DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND SERVICES ARE PROVIDED “AS IS” AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED OR MAKE ANY WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE AND SERVICES. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SOFTWARE AND SERVICES.

8. INDEMNITY

- a. Company will indemnify, defend, and hold harmless the Customer against all claims, suits and actions asserted by an unaffiliated third party against the Customer for liabilities, damages and costs, including reasonable attorneys’ fees, incurred in the defense of any claim brought against Customer alleging that any Software or Services infringes or misappropriates a third-party’s U.S. registered patent right, trademark, or copyright (an “Infringement Claim”), provided Company is promptly notified of any and all threats, claims, and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement. Customer shall not settle or compromise such Infringement Claim without the express written consent of the Company.
- b. Company’s indemnity obligation under this Section shall not extend to claims that arise from:

- (i) An unauthorized modification of the Software or Services by Customer where the Software or Services would not be infringing without such modifications;
- (ii) Customized portions of the Services designed in accordance with written specifications provided by Customer where the Software or Services would not be infringing but for Company's compliance with such written specifications;
- (iii) The failure of Customer to install an update to the Software or Services provided by Company that would have avoided the actual or alleged infringement;
- (iv) The combined use by Customer of the Software or Services with other components, products, or services not provided by Company where the Software or Services would not be infringing but for such combination; and/or
- (v) Workflows, analytic applications, algorithms, or other applications or programming built by Customer or created by or on behalf of Customer without Company's approval.

9. LIMITATION OF LIABILITY

- a. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR LIABILITY RESULTING FROM (1) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH IN PARAGRAPH 4; (2) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN PARAGRAPHS 3(D) AND 8; OR (3) A PARTY'S WILLFUL MISCONDUCT OR FRAUD, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED, TO LEGAL FEES AND EXPENSES), WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY THEORY INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY OR NEGLIGENCE. EXCEPT FOR LIABILITY RESULTING FROM (1) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH IN PARAGRAPH 4; (2) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN PARAGRAPHS 3(D) AND 8; OR (3) A PARTY'S WILLFUL MISCONDUCT OR FRAUD. IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY EXCEED THE GREATEST AMOUNT OF THE FEES PAID OR OWED BY EITHER PARTY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR THE AMOUNT OF INSURANCE COVERAGE PROVIDED FOR PARTICULAR CLAIM, WHICHEVER IS GREATER. THE LIMITATIONS IN THIS SECTION FORMED A BASIS FOR ENABLING EACH PARTY TO OFFER AND ACCEPT THE TERMS HEREIN.

10. INSURANCE

- a. During the course of performing its duties under this Agreement, Company agrees to maintain the following levels of insurance: (a) Commercial General Liability of at least \$2,000,000 in aggregate and \$1,000,000 each occurrence; (b) Professional Liability (E&O) of at least \$5,000,000; (c) Cyber Liability of at least \$5,000,000; (d) Commercial Auto Insurance for Hire and Non-owned vehicles of at least \$1,000,000; and (e) Workers Compensation complying with applicable statutory requirements. Company will provide Customer with copies of certificates of insurance prior to the commencement of this Agreement. .

11. DISPUTE RESOLUTION

- a. With the exception of actions for injunctive relief for actions arising under the Confidentiality provisions of Section 3 of this Agreement, the Parties intend that any and every dispute by and between them, including but not limited to any dispute arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, be resolved in accordance with the laws of the State of Illinois, without regard to its conflicts of laws rules, and further shall be brought and heard in the 18th Judicial Circuit Court located in DuPage County, Illinois...

12. NOTICE

- a. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient when delivered (a) personally or by overnight courier, (b) sent by email, or (c) forty-eight (48) hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address or email address as set forth in this section. E-mail is the preferred method of notice. Any change of address, e-mail address, telephone number, or person to receive notice shall be made by notice given to the other Party.
- b. Addresses. Subject to change pursuant to this Section above, the addresses for notices are as follows:

For the Company:

Jason Rusnak
Benevate, Inc. (dba Neighborly Software)
3423 Piedmont Rd, NE
Atlanta, GA 30305
Phone:
Email: Jason.Rusnak@NeighborlySoftware.com

Sarah Bohentin
Benevate, Inc.
Phone: 850-363-1717
Email: Sarah.Bohentin@NeighborlySoftware.com

For the Customer:

Mary A. Keating, Director
DuPage County Community Services
421 N. County Farm Rd.
Wheaton, IL 60187
Phone: 630-407-6457
Email: Mary.Keating@dupageco.org

Joan Fox, Administrator, Housing Supports and Self-Sufficiency
DuPage County Community Services
421 N. County Farm Rd.
Wheaton, IL 60187
Phone: 630-407-6426
Email: Joan.Fox@dupageco.org

13. MISCELLANEOUS

- a. Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- b. Waivers. No waiver of any provision of this Agreement or consent to any action shall constitute a waiver of any other provision of this Agreement or consent to any other action. No waiver or consent shall constitute a continuing waiver or consent or commit a Party to provide a future waiver. Any provision of this Agreement may be waived only with the written consent of the Parties. .
- c. Entire Agreement & Amendments. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.
- d. Assignment. This Agreement is not assignable, transferable, or sub-licensable by either Party without the other Parties prior written consent, except as such assignment, transfer or sublicense is in connection with a merger, acquisition, or similar change of control event.
- e. Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and the Parties do not have any authority of any kind to bind the other Party in any respect whatsoever.
- f. Force Majeure. Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of amounts due) to the extent caused by strikes, shortages, riots, insurrection, fires, flood, storm, explosions, pandemics, acts of God, terror, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party. Upon an occurrence of an event of force majeure, Company cannot ensure uninterrupted or error free service or access to the Software or Services and there may be periods where access is delayed, limited or unavailable. Company shall use commercially reasonable efforts to provide the Software

or Services to Customer in accordance with its Business Continuity and Disaster Recovery Plan a copy of which will be provided upon written request.

- g. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Illinois.

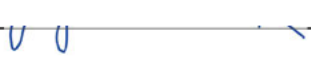
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

BENEVATE, INC.

Signature on File

THE COUNTY OF DUPAGE, IL

By:  _____

By: _____

Name: J. Jason Rusnak _____

Name: _____

Title: President, Benevate, Inc. _____

Title: _____

EXHIBIT A

Service Level Terms

This Exhibit A outlines the Company's commitments to provide Support Services and problem resolution regarding the performance of the Software and/or Services.

1. Definitions.

- a. "Error" means a failure of the Software to perform in accordance with the Documentation, resulting in the inability to use, or material restriction in the use of, the Software.
- b. "Scheduled Downtime" means any period of time during which the Software or Services are unavailable due to the Company's planned maintenance and support of the Software or Services. Scheduled Downtime and are excluded from the 99.5% Service Availability calculation.
- c. "Support Services" means technical support assistance provided by Company personnel to Customer's designated administrators for problem resolution, bug reporting, and/or technical assistance.
- d. "Unscheduled Downtime" means any time the Software is not available due to an event or circumstance excluding Scheduled Downtime or Force Majeure and the amount of time required by Company to resolve or provide a work around for the failure of any documented feature required to complete a primary function of the Software in accordance with the Documentation.
- e. "Update" means any error correction, bug fix, patch, enhancement, improvement, update, upgrade, new version, release, revision or other modification to the Software or Services provided or made available by the Company pursuant to the Agreement, including, without limitation, any update designed, intended, or necessary to make the Software, Services, or Customer's use thereof compliant with applicable law.

2. Service Availability.

- a. Company will use commercially reasonable efforts to maintain the availability of the Software to the Customer at 99.5%. All Updates will be completed outside of standard business hours (same as Support Hours). Notification of Updates will not be provided unless downtime is expected. If major Updates are required during standard business hours due to necessity, Company will provide notification to Customer as soon as reasonably possible. Updates during Scheduled Downtime and are excluded from the 99.5% Service Availability calculation.

3. Technical Support.

- a. Availability. With the exclusion of Federal Holidays, Technical Support is available from 8:00 a.m. to 8:00 p.m. EST, Monday - Friday. ("Support Hours").
- b. Procedure. Customer must initiate a helpdesk ticket during Support Hours by sending an email to support@neighborlysoftware.com. Company will use commercially reasonable efforts to respond to all Help tickets in the manner set forth in Paragraph 4.
- c. Conditions for Providing Support. Company's obligation to provide Software or Services in accordance with the stated Service Availability is conditioned on Customer providing Company with sufficient information and resources to correct the Error, as well as access to the personnel, hardware, and any additional systems involved in discovering the Error.

4. Ticket Resolution. Company will use all commercially reasonable efforts to resolve support tickets in the process described below. Response metrics are based on issues being reported during Support Hours.

- a. Standard Ticket: Issue does not significantly impact the operation of the software or there is a reasonable

workaround available.

- (i) Response Metric: Neighborly Software will use commercially reasonable efforts to respond and resolve all Standard tickets within eight (8) business hours of notification.
 - b. Priority Ticket: Software is usable, but some features (not critical to operations) are unavailable.
 - (i) Response Metric: Neighborly Software will use commercially reasonable efforts to respond to all Priority tickets within two (2) hours and resolve Priority tickets within six (6) business hours of notification.
 - c. Emergency Ticket: Issue has rendered software unavailable or unusable, resulting in a critical impact on business operations. The condition requires immediate resolution.
 - (i) Response Metric: Neighborly Software will use commercially reasonable efforts to respond to all Emergency tickets within one (1) hour and resolve Emergency tickets within two (2) business hours of notification.
5. **Remedies.** If Customer reasonably believes that Company has failed to achieve its Service Availability commitments in any given month, the Company shall, following Customer's written request, provide a report that contains true and correct information detailing Company's actual Service Availability performance. Customer must have reported an issue with the Service Availability within the calendar month and must request the report within ten (10) days of the end of the calendar month. The sole remedies for failure to meet the Service Availability level of commitment is a service refund based on the following:
- a. less than 99.5% but equal to or above 97%, Company shall provide Customer with a root cause analysis and a written plan for improving Company's Service Availability to attain the 99.5% Service Availability and Company shall promptly implement such plan;
 - b. between 96.9% and 93%, Company shall provide Customer with a service refund in an amount equal to 10% of the prorated amount of the License Fees for one month;
 - c. between 92.9% and 90%, Company shall provide Customer with a service refund in an amount equal to 25% of the prorated amount of the License Fees for one month;
 - d. Less than 90%, Company shall provide Customer with a service refund in an amount equal to 100% of the prorated amount of the License Fees for one month;
6. **Exclusions.** Company shall have no liability for, and shall make no representations or warranties respecting Service Availability or lack of availability of the Software due to: (1) outages caused by the failure of public network or communications components; (2) outages caused by a Force Majeure event; (3) outages or Errors caused by the Customer's use of any third-party hardware, software, and/or services; (4) Errors caused by the individual Authorized User's desktop or browser software; (5) Errors caused by the Customer's negligence, misconduct, hardware malfunction, or other causes beyond the reasonable control of the Company; and/or (6) Customer has not paid License Fees under the Agreement when due.

EXHIBIT B

Sample Termination of Services and Data Destruction Agreement

This Termination of Services and Final Data Destruction Agreement is made as of **[Effective Date]**, by and between Benevate, Inc. d/b/a Neighborly Software, a Delaware corporation (the “Company”), and **[Full Legal Name]** (the “Customer”), collectively referred to as the “Parties.”

Pursuant to the Software as a Service Agreement, attached hereto as Exhibit “A” (referred to as the “Agreement”), the Company has housed the Customer Data (defined as any non-public, personal information provided by the Customer to the Company to enable the provision of Services).

1. The parties agreed to terminate the Agreement as of **[Date]** (Termination Date) and acknowledge and agree to the terms provided herein.
 - a. **Portal Disabled.** The Company disabled the Customer’s portal website on the Termination Date, restricting Customer’s ability to insert or alter any data in preparation for the final data extraction.
 - b. **Final Extraction of Customer Data.** Company completed a final extraction of the Customer Data and provided said data to the Customer on **[Date]** (**Final Extraction Date**), via the Secure File Transfer Protocol (SFTP).
 - c. **Loss of Access.** The Customer shall continue to have access to the Customer Data via the Secure File Transfer Protocol (SFTP) until **[Date]**, thirty (30) days from the Final Extraction Date.
 - d. **Customer Responsibility.** The Customer is solely responsible for retrieving and storing the data provided via the SFTP within this thirty (30) day period. If the Customer fails to retrieve and store the data, there is no recourse as the data will have been permanently deleted in accordance with subsection (e).
 - e. **Destruction of Data.** The Customer Data will be permanently deleted by the Company on **[Date]**, forty-five (45) days from the Final Extraction Date.
2. **Customer Acknowledgement.** The Customer acknowledges and agrees that the Company has no obligations whatsoever with regard to the Customer Data following the final destruction of the data as referenced above.

The parties have executed this Termination of Services and Final Data Destruction Agreement as of the date first above written.

EXHIBIT C**MAINTENANCE PORTAL FEATURES AND COST**

The Maintenance Portal includes the following:

- Hosting/Security in Microsoft FedRAMP Data Center
- Data Storage, Backup, and Recovery
- Technical Support (Monday – Friday: 8:00 a.m. to 8:00 p.m. EST)
- Access to all Tenant, Landlord, and Vendor (e.g. utility) cases and documents
- Access to the ERAP dashboard and Treasury reporting, including all required updates to Treasury reports
- Access to Report Builder for ad hoc reporting

The following changes will apply to the Maintenance Portal:

- Tenants and Landlords do not have ability to create new applications or edit existing cases (“Read Only” Access)
- Tenants do not have the ability to submit Additional Funding Requests
- New funding cannot be added or disbursed (Funding Tab will have “Read Only” Access)
- Approval functionality is disabled
- Support is provided by a general pool of Client Support Specialists; no assigned CSM
- Only the Users identified in Exhibit D, Maintenance Portal Users, will have continued access to the Maintenance Portal
- All other licenses will be deactivated (licenses can be added at any time)

The fees associated with the Maintenance Portal are as follows:

# Tenant applications	Annual Costs	# Admin Licenses Included*	# Read Only Licenses Included
<10,000	\$4,800	2	0
10,000 – 50,000	\$12,000	5	5
50,000+	\$12,000 + \$.08 per tenant application over 50,000	10	10

* If necessary, additional Admin licenses may be purchased at \$2,400 per year

PLEASE NOTE: ONCE A PORTAL HAS BEEN DISABLED, THE UNDERLYING DATABASE WILL BE PERMANENTLY DESTROYED. THE DATABASE CANNOT BE RESTORED FROM THE RAW DATA FILES. DATA WILL BE PROVIDED IN ACCORDANCE WITH SUBSECTION D OF SECTION 6. NEIGHBORLY SOFTWARE'S USER INTERFACE (UI) ORGANIZES THE DATA INTO STRUCTURES THAT MAKE DATA EASY TO RETRIEVE AND UNDERSTAND. IF YOU ANTICIPATE ONGOING AUDIT, COMPLIANCE, OR REPORTING NEEDS, SIMPLY HAVING THE RAW DATA MAY NOT BE SUFFICIENT TO ADDRESS THESE NEEDS.

EXHIBIT D**MAINTENANCE PORTAL USERS**

In the space provided, please identify those individuals who will continue to have Admin licenses and Read Only licenses when the portal transitions to a Maintenance Portal. Please note the number of licenses included based on the number of tenant applications in your portal (see chart below for reference). All other licenses will automatically be deactivated. You can make changes to this list prior to and during the term of the Maintenance Portal.

Administrative Users		
	Name	Email Address
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Read-Only Users		
	Name	Email Address
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		



Required Vendor Ethics Disclosure Statement

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

Date: 09/07/2023

Bid/Contract/PO #: _____

Company Name: Benevate Inc. dba Neighborly Software	Company Contact: Jason Rusnak
Contact Phone: 703-864-7231	Contact Email: Jason.Rusnak@NeighborlySoftware.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on File

Printed Name Jason Rusnak

Title President

Date 09/07/2023

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



Finance Resolution

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

File #: FI-R-0218-23

Agenda Date: 9/19/2023

Agenda #: 6.C.

ACCEPTANCE AND APPROPRIATION OF THE AGING CASE
COORDINATION UNIT FUND PY24
IN THE AMOUNT OF \$6,958,254
COMPANY 5000, ACCOUNTING UNITS 1660 AND 1720

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage has been notified by the AgeGuide Northeastern Illinois that grant funds in the amount of \$2,545,019 (TWO MILLION, FIVE HUNDRED FORTY-FIVE THOUSAND, NINETEEN AND NO/100 DOLLARS) are available through the Region II Area Agency on Aging to be used to support the Case Coordination Program; and

WHEREAS, the County of DuPage will receive fees for services from the Illinois Department on Aging totaling approximately \$3,943,235 (THREE MILLION, NINE HUNDRED FORTY-THREE THOUSAND, TWO HUNDRED THIRTY-FIVE AND NO/100 DOLLARS); and

WHEREAS, the County of DuPage matching cash contribution regarding the funding of the Case Coordination Program will be \$450,000 (FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS); and

WHEREAS, the County of DuPage will receive Miscellaneous Revenue and Donations totaling approximately \$20,000 (TWENTY THOUSAND AND NO/100 DOLLARS) to help support the Case Coordination Program; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the additional appropriations on the attached sheets (Attachment I and II) be made to create the Aging Case Coordination Unit Fund PY24, Company 5000 Accounting Units 1660 and 1720, for period October 1, 2023 through November 30, 2024; and

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

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

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

Enacted and approved this 26th day of September, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH THE CASE COORDINATION UNIT FUND PY24 COMPANY 5000 – ACCOUNTING UNIT 1660 \$1,474,984

REVENUE

41000-0002 - Federal Operating Grant - HHS	\$	<u>1,474,984</u>
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TOTAL ANTICIPATED REVENUE	\$	<u><u>1,474,984</u></u>
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EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries	\$	671,903
51010-0000 - Employer Share I.M.R.F.		55,230
51030-0000 - Employer Share Social Security		51,401
51040-0000 - Employee Med & Hosp Insurance		<u>131,357</u>

TOTAL PERSONNEL	\$	909,891
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COMMODITIES

52000-0000 - Furn/Mach/Equip Small Value	\$	5,000
52100-0000 - I.T. Equipment-Small Value		8,000
52200-0000 - Operating Supplies & Materials		<u>5,000</u>

TOTAL COMMODITIES	\$	18,000
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CONTRACTUAL

53090-0000 - Other Professional Services	\$	7,954
53500-0000 - Mileage Expense		160
53510-0000 - Travel Expense		7,620
53600-0000 - Dues & Memberships		450
53610-0000 - Instruction & Schooling		5,352
53815-0001 - CCU Respite		222,349
53815-0002 - CCU Gap-Filling		133,486
53827-0000 - Para Transit Program Expense		162,358
53834-0000 - CCU-Flexible Community Service		<u>7,364</u>

TOTAL CONTRACTUAL	\$	<u>547,093</u>
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TOTAL ADDITIONAL APPROPRIATION	\$	<u><u>1,474,984</u></u>
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ATTACHMENT II

ADDITIONAL APPROPRIATION TO ESTABLISH THE CASE COORDINATION UNIT FUND PY24 COMPANY 5000 – ACCOUNTING UNIT 1720 \$5,483,270

REVENUE

41400-0000 - State Operating Grant	\$ 1,070,035
41400-0007 - State Operating Grant - Idoa	3,943,235
46000-0000 - Miscellaneous Revenue	10,000
46008-0000 - Donations	10,000
46031-0000 - Matching Contributions	<u>450,000</u>

TOTAL ANTICIPATED REVENUE	\$ <u><u>5,483,270</u></u>
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EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries	\$ 3,713,017
50010-0000 - Overtime	52,000
50040-0000 - Part Time Help	63,121
51000-0000 - Benefit Payments	40,000
51010-0000 - Employer Share I.M.R.F.	314,696
51030-0000 - Employer Share Social Security	296,631
51040-0000 - Employee Med & Hosp Insurance	657,644
51050-0000 - Flexible Benefit Earnings	<u>9,000</u>

TOTAL PERSONNEL	\$ 5,146,109
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COMMODITIES

52000-0000 - Furn/Mach/Equip Small Value	\$ 5,000
52100-0000 - I.T. Equipment-Small Value	5,000
52200-0000 - Operating Supplies & Materials	5,000
52260-0000 - Fuel & Lubricants	<u>1,000</u>

TOTAL COMMODITIES	\$ 16,000
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CONTRACTUAL

53090-0000 - Other Professional Services	\$ 70,000
53140-0000 - Surety Bonds	500
53250-0000 - Wired Communication Services	1,680
53260-0000 - Wireless Communication Services	54,000
53380-0000 - Repair & Maintenance Auto Equipment	500

53500-0000 - Mileage Expense	52,000
53510-0000 - Travel Expense	8,000
53600-0000 - Dues & Memberships	2,200
53610-0000 - Instruction & Schooling	2,448
53800-0000 - Printing	5,000
53803-0000 - Miscellaneous Meeting Expense	13,000
53804-0000 - Postage & Postal Charges	8,500
53815-0000 - Supportive Services	42,343
53830-0000 - Other Contractual Expenses	1,000
53833-0000 - CCU-Early Intervention Services	10,000
53834-0000 - CCU-Flexible Community Service	49,990

TOTAL CONTRACTUAL	\$ <u>321,161</u>
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TOTAL ADDITIONAL APPROPRIATION	\$ <u><u>5,483,270</u></u>
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Finance Resolution

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

File #: FI-R-0219-23

Agenda Date: 9/19/2023

Agenda #: 6.D.

ACCEPTANCE AND APPROPRIATION OF THE
ILLINOIS DEPARTMENT OF HUMAN SERVICES
RAPID RE-HOUSING PROGRAM GRANT PY24
INTER-GOVERNMENTAL AGREEMENT NO. FCSCH07168
COMPANY 5000 - ACCOUNTING UNIT 1760
\$82,920

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Human Services that grant funds in the amount of \$82,920 (EIGHTY-TWO THOUSAND, NINE HUNDRED TWENTY AND NO/100 DOLLARS) are available to be used to assist low-income eligible families with supportive services to obtain or retain permanent housing; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. FCSCH07168 with the Illinois Department of Human Services, copies of which are attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the terms of the agreements are from July 1, 2023 through June 30, 2024; and

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

WHEREAS, acceptance of these grants does not add any additional subsidy from the County; and

WHEREAS, the DuPage 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. FCSCH07168 (ATTACHMENT II) between DuPage County and Illinois Department of Human Services are 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 \$82,920 (EIGHTY-TWO THOUSAND, NINE HUNDRED TWENTY AND NO/100 DOLLARS) be made to establish the Illinois Department of Human Services Rapid Re-Housing Program Grant PY24, Company 5000 - Accounting Unit 1760 for the period July 1, 2023 through June 30, 2024; and

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

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

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

Enacted and approved this 26th day of September, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

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 Grace B. Hou, Secretary

Date: _____

Designee Name: _____

Designee Title: Contract Obligations Analyst

By: _____
Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantor Approver

By: _____
Signature of Authorized Representative

Date: _____

Printed Name: _____

Printed Title: _____

E-mail: mary.keating@dupageco.org

FEIN: 366006551

By: _____
Signature of Second Grantee Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantee Approver
(optional at Grantee's discretion)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

PART ONE – THE UNIFORM TERMS

ARTICLE I DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II AWARD INFORMATION

2.1 Term. This Agreement shall be effective on Jul 1, 2023 and expires on Jun 30, 2024 (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 \$82,920.00, of which \$0.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

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

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

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

ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a

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

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

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

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

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

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

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

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

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

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

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in

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

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

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

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

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

4.3. **Return of Grant Funds.** Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**.

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

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

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

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

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

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

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

- (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

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

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and

subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.7. **Management of Program Income.** Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if

applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE, establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting

documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D, PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to

specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as

required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit E based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State-issued Awards, but expends \$300,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

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

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

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

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

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by

imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently . However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a

subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a

preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXII
MISCELLANEOUS**

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

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

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules

which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

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

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EXHIBIT A
PROJECT DESCRIPTION

FEDERAL PROGRAM NAME: STATE PROGRAM NAME: RAPID RE-HOUSING
PURPOSE OF GRANT

ACCOUNT_LINE(s) SUMMARY:

Acct.Line#: 1
CSFA Number: 444-80-3153
Appropriation FY: 2024
Appropriation Code: 0001.44480.4900.002600NE
WBS Element: 444MHMIL24-HMILRPRH-SNMT
Spomed. Prog: HMIL
Appropriation Amount: \$82,920.00
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

Rapid Re-housing (RRH) is permanent housing that provides short-term (up to three months) and medium-term (4-24 months) tenant-based rental assistance and supportive services to households experiencing homelessness.

----- END OF PROGRAM: RAPID RE-HOUSING -----

EXHIBIT B
DELIVERABLES

100% of households will be tracked in HMIS or a comparable database

100% of households entering program will meet HUD's definition of homelessness

100% of households will have a physical and/or mental health condition at start

80% of households will have a move in date within 30 days of start date

85% of households will remain permanently housed for 12 months

65% of households will assume a lease or maintain other permanent, stable housing upon exit

35% of households with a source of reportable income at program entry will increase income

----- END OF PROGRAM: RAPID RE-HOUSING -----

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: Angela Campo
 Title: Program Manager
 Address: 823 E Monroe St
Springfield, IL 62701-1915

GRANTEE CONTACT

Name: Mary A. Keating
 Title: Director of Community Services
 Address: 421 N County Farm Rd
Wheaton, IL 60187-3978

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: _____

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Angela Campo
 Title: Program Manager
 Address: 823 E Monroe St
Springfield, IL 62701-1915

 Phone: 217-524-5975
 TTY #: _____
 E-mail Address: angela.campo@illinois.gov

GRANTEE CONTACT

Name: Mary A. Keating
 Title: Director of Community Services
 Address: 421 N County Farm Rd
Wheaton, IL 60187-3978

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

EXHIBIT D
PERFORMANCE MEASURES

1. Number of persons served (by household type)
2. Number of persons served who moved into housing (by household type)
3. Number of households served (by household type)
4. Number of households who moved into housing (by household type)
5. Physical and mental health conditions at start (by household type)
6. Living situation (prior to program entry, by household type)
7. Cash income ranges by start and annual assessment/exit status
8. Client cash income change income source by start and exit
9. Length of participation for leavers and stayers
10. Length of time between project start date and housing move in date (by household type)
11. Exit destination (by household type)

----- END OF PROGRAM: RAPID RE-HOUSING -----

EXHIBIT D
PERFORMANCE STANDARDS

100% of households will be tracked in HMIS or a comparable database

100% of households entering program will meet HUD's definition of homelessness

100% of households will have a physical and/or mental health condition at start

80% of households will have a move in date within 30 days of start date

85% of households will remain permanently housed for 12 months

65% of households will assume a lease or maintain other permanent, stable housing upon exit

35% of households with a source of reportable income at program entry will increase income

----- END OF PROGRAM: RAPID RE-HOUSING -----

EXHIBIT E
SPECIFIC CONDITIONS

Not applicable

----- END OF PROGRAM: RAPID RE-HOUSING -----

EXHIBIT F PAYMENT

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 no later than 15 days following the end of any respective monthly invoice period, or as indicated in their UGA Exhibit F - Payments. 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.

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 no later than 15 days following the end of any respective monthly invoice period, or as indicated in their UGA Exhibit F - Payments. 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.

EXHIBIT F
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.

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 no later than 15 days following the end of any respective monthly invoice period, or as indicated in their UGA Exhibit F - Payments. 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: RAPID RE-HOUSING -----

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

29.1 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 D 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 26.1, 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 13.1, 13.2, 14.1 and 14.2 are specified in Exhibit B.

ARTICLE XXV MONITORING AND INFORMATION

25.1 Monitoring of Conduct. In addition to Article XII of **PART ONE**, Grantor shall monitor Grantee's conduct under this Agreement which may include, but shall not be limited to, reviewing records of performance in accordance with administrative rules, license status review, fiscal and audit review, Agreement compliance and compliance with the affirmative action requirements of this Agreement. Grantor shall have the authority to conduct announced and unannounced monitoring visits and Grantee shall cooperate with Grantor in connection with all such monitoring visits. Failure of Grantee to cooperate with Grantor in connection with announced and unannounced monitoring visits is grounds for Grantor's termination of this Agreement.

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

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

ARTICLE XXVI WORK PRODUCT

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

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

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

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

ARTICLE XXVII POST-TERMINATION/NON-RENEWAL

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

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

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

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

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

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

ARTICLE XXVIII LINGUISTIC AND CULTURAL COMPETENCY GUIDELINES AND ASSURANCE

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

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

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

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

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PART THREE –PROJECT-SPECIFIC TERMS

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

**ARTICLE XXIX
ADDITIONAL REQUIREMENTS**

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

29.2 Program Attachment. The related Program Attachment, if applicable, is H . 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. FCSCH07168

State Agency Illinois Department of Human Services

FY. 2024

Grantee DUPAGE COUNTY DEPARTMENT OF

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

Data Universal Number System (DUNS) Number 135836026

FEIN 366006551

Catalog of State Financial Assistance (CSFA) Number 444-80-3153

CSFA Short Description. RAPID RE-HOUSING

Catalog of Federal Domestic Assistance (CFDA) Number N/A

CFDA Short Description. N/A

Section A: State of Illinois Funds

REVENUES	Total
State of Illinois Requested:	\$82,920.00
Budget Expenditure Categories	
1. Personnel (200.430)	\$3,156.00
2. Fringe Benefits (200.431)	\$844.00
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)	\$78,920.00
16. Total Direct Costs (add lines 1-15) (200.413)	\$82,920.00
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	\$82,920.00

Contract Published Date Time: 2023.09.10.13.07.39 771



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. FCSCH07168

State Agency Illinois Department of Human Services

FY. 2024

Grantee DUPAGE COUNTY DEPARTMENT OF

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

Data Universal Number System (DUNS) Number 135836026

FEIN 366006551

Catalog of State Financial Assistance (CSFA) Number 444-80-3153

CSFA Short Description. RAPID RE-HOUSING

Catalog of Federal Domestic Assistance (CFDA) Number N/A

CFDA Short Description. N/A

Section B: Non-State of Illinois Funds

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

Contract Published Date Time: 2023.09.10.13.07.39 771



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. FCSCH07168

State Agency Illinois Department of Human Services

FY. 2024

Grantee DUPAGE COUNTY DEPARTMENT OF

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

Data Universal Number System (DUNS) Number 135836026

FEIN 366006551

Catalog of State Financial Assistance (CSFA) Number 444-80-3153

CSFA Short Description. RAPID RE-HOUSING

Catalog of Federal Domestic Assistance (CFDA) Number N/A

CFDA Short Description. N/A

Budget Narrative Summary

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

Budget Category	State	Non-State	Total
1. Personnel	\$3,156.00	N/A	\$3,156.00
2. Fringe Benefits	\$844.00	N/A	\$844.00
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)	\$78,920.00	N/A	\$78,920.00
16. Total Direct Costs (add lines 1-15) (200.413)	\$82,920.00	N/A	\$82,920.00
17. Indirect Cost	N/A	N/A	N/A
State Request	\$82,920.00		
Non-State Amount		N/A	
TOTAL PROJECT COSTS			\$82,920.00

Contract Published Date Time: 2023.09.10.13.07.39 771

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH THE
ILLINOIS DEPARTMENT OF HUMAN SERVICES
RAPID RE-HOUSING PROGRAM GRANT PY24
INTER-GOVERNMENTAL AGREEMENT NO. FCSCH07168
COMPANY 5000 – ACCOUNTING UNIT 1760
\$82,920

REVENUE

41400-0002 - State Operating Grant - IDHS \$ 82,920

TOTAL ANTICIPATED REVENUE \$ 82,920

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries \$ 3,156

51010-0000 - Employer Share I.M.R.F. 250

51030-0000 - Employer Share Social Security 241

51040-0000 - Employee Med & Hosp Insurance 353

TOTAL PERSONNEL \$ 4,000

CONTRACTUAL

53815-0000 - Supportive Services \$ 8,920

53824-0000 - Housing Assistance 70,000

TOTAL CONTRACTUAL \$ 78,920

TOTAL ADDITIONAL APPROPRIATION \$ 82,920



Change Order

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

File #: 23-3072

Agenda Date: 9/19/2023

Agenda #: 7.A.

HS-P-0049A-23

AMENDMENT TO RESOLUTION HS-P-0049-23
ISSUED TO SPOTON TRANSACT, LLC
FOR POINT-OF-SALE SYSTEM FOR THE
DUPAGE CARE CENTER DINING SERVICES AND CAFES ON COUNTY CAMPUS
(INCREASE ENCUMBRANCE \$54,500.00, AN INCREASE OF 114.22%)

WHEREAS, Resolution HS-P-0049-23 was approved by the Human Services Committee on February 28, 2023; and

WHEREAS, the Human Services Committee recommends changes as stated in the Change Order Notice to County Contract 6328-0001 SERV, issued to SpotOn Transact, LLC, for Point-of-Sale System, for the DuPage Care Center Dining Services and cafes' on County Campus, to increase encumbrance in the amount of \$54,500.00 resulting in an amended contract total of \$102,213.45, an increase of 114.22%.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopt the Change Order Notice to County Contract 6328-0001 SERV, issued to SpotOn Transact, LLC, for Point-of-Sale System, for the DuPage Care Center Dining Services and cafes' on County Campus, to increase encumbrance in the amount of \$54,500.00 resulting in an amended contract total of \$102,213.45, an increase of 114.22%.

Enacted and approved this 26th of September, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Sep 7, 2023

MinuteTraq (IQM2) ID #: 23-3012

Purchase Order #: 6328-0001 SERV	Original Purchase Order Date: Mar 1, 2023	Change Order #: 5	Department: DuPage Care Center
Vendor Name: SpotOn Transact, LLC		Vendor #: 41343	Dept Contact: Mario Plata/Diane Borske
Background and/or Reason for Change Order Request:	Point of Sale System for the DuPage Care Center Dining Services and other cafes on County Campus, for the period March 1, 2023 through February 28, 2026 #1 create and increase line 6, 1200-2100-53808 in the amount of \$ 8,600.00 (FY23) #2 create and increase line 7, 1200-2100-53808 in the amount of \$20,400.00 (FY24) #3 create and increase line 8, 1200-2100-53808 in the amount of \$20,400.00 (FY25) #4 create and increase line 8, 1200-2100-53808 in the amount of \$ 5,100.00 (FY26)		
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	\$47,713.45
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$47,713.45
D	Amount of this Change Order ☒ Increase ☐ Decrease	\$54,500.00
E	New contract amount (C + D)	\$102,213.45
F	Percent of current contract value this Change Order represents (D / C)	114.22%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	114.22%
DECISION MEMO NOT REQUIRED		

- ☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☐ Consent Only
☒ Change budget code from: see above to: see above
☐ Increase/Decrease quantity from: _____ to: _____
☐ Price shows: _____ should be: _____
☐ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

DECISION MEMO REQUIRED	
☐ Increase (greater than 29 days) contract expiration from: _____ to: _____	
☐ Increase $\geq$ \$2,500.00, or $\geq$ 10%, of current contract amount ☐ Funding Source _____	
☐ OTHER - explain below:	

cdk	4208	Sep 7, 2023	jlc	4202	Sep 7, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date		
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Date: Sep 7, 2023

MinuteTraq (IQM2) ID #:23-3012

Department Requisition #: 6328-0001SERV

Requesting Department: DuPage Care Center	Department Contact: Mairo Plata
Contact Email: mario.plata@dupageco.org	Contact Phone: 630-784-4416
Vendor Name: SpotOn Enterprises	Vendor #: 41343

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Increase the contract in the amount of \$54,500.00 for transaction fees.

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

Point of Sale System for the DuPage Care Center Dining Services and other cafe's on County Campus, for a three (3) one (1) year period March 1, 2023 through February 28, 2026, for a total contract amount not to exceed \$47,713.45, per bid #23-002-DCC

Strategic Impact

Customer Service

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

With the last Point of Sale System, we used ePay for all transactions. ePay would take out all transaction fees and monthly fees before sending us our deposit/revenue for the month. The new system is not compatible with ePay and Freedom Pay is now used. Freedom Pay does not have the capability of removing any fees prior to the monthly deposit and we are not allowed to take the fees out of our revenue, therefore, we need to increase the contract to accommodate the transaction fees.

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

#23-002-DCC

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

- 1) Approve increase to the contract in the amount of \$54,500 for transaction fees.
- 2) Do not approve increase to the contract in the amount of \$54,500.00 for transaction fees, however, credit cards would not be allowed and that would cause a loss in revenue.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

1200-2100-53808



Required Vendor Ethics Disclosure Statement

Date: 09/14/2023

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

Bid/Contract/PO #:

Company Name: SpotOn Transact, Inc	Company Contact: Colleen McGough
Contact Phone:	Contact Email: colleen.mcgough@spoton.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Printed Name

Colleen McGough

Title

VP, Sales & Marketing Operations

Date

09/14/2023

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