



DU PAGE COUNTY

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

Judicial and Public Safety Committee

Final Regular Meeting Agenda

Tuesday, August 1, 2023

8:00 AM

County Board Room

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CHAIR REMARKS - CHAIR EVANS

5. APPROVAL OF MINUTES

5.A. [23-2524](#)

Judicial and Public Safety Committee - Regular Meeting - July 11, 2023.

6. PROCUREMENT REQUISITIONS

6.A. [JPS-P-0058-23](#)

Recommendation for the approval for a contract purchase order to Insight Public Sector, Inc., for the purchase of UPS's for network closets, for the Sheriff's Office, for a contract total amount not to exceed \$32,261; per Cooperative Purchasing Agreement Pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act", Omnia Partners #23-6692-03. (Sheriff's Office)

6.B. [JPS-P-0059-23](#)

Recommendation for the approval of a contract purchase order to cFive Solutions, Inc., for the annual maintenance service agreement for the Probation Case Management Systems, for the period of August 9th, 2023 through March 31, 2027, for a contract total amount of \$570,991. Exempt from bidding per DuPage County Purchasing Ordinance, Article 2-350 - Sole Source. This is proprietary software that must be maintained by the vendor, cFive Solutions, Inc. (Probation and Court Services)

6.C. [JPS-P-0060-23](#)

Recommendation for the approval of a contract issued to Stanard & Associates, to provide exams for deputy sheriffs seeking promotion to the ranks of Sergeant and Lieutenant, for the Sheriff's Merit Commission, for the period August 8, 2023 through November 30, 2024, for a contract total amount not to exceed \$73,700. (Sheriff's Merit Commission)

7. RESOLUTIONS**7.A. [FI-R-0171-23](#)**

Acceptance of the Illinois State Opioid Response Criminal Justice Medication Assisted Treatment Integration FY23 - MOU Number 2023-102 - \$25,000. (Sheriff's Office)

7.B. [FI-R-0172-23](#)

Acceptance of the Illinois Law Enforcement Training Standards Board Law Enforcement Camera Grant (LECG) Phase II - Agreement No. 20230510 - \$31,104. (Sheriff's Office)

7.C. [FI-R-0173-23](#)

Acceptance and appropriation of the Donated Funds Initiative Program Grant PY24 - Inter-Governmental Agreement No. FCSCJ00210, Company 5000, Accounting Unit 6560, \$103,119. (State's Attorney's Office)

7.D. [FI-R-0174-23](#)

Acceptance and appropriation of the ILDCFS Children's Advocacy Center Grant PY24 - Agreement No. 3871779014, Company 5000, Accounting Unit 6580, \$312,185. (State's Attorney's Office/Children's Advocacy Center)

8. BUDGET TRANSFERS**8.A. [23-2525](#)**

Transfer of funds from account no. 5000-6570-53090 (Other Professional Services) to account nos. 5000-6570-50000 (Regular Salaries) and 5000-6570-51030 (Employer Share Social Security) in the amount of \$2,886 to realign the grant budget to account for final expenditures. (State's Attorney's Office)

8.B. [23-2526](#)

Transfer of funds from account no. 1400-6120-54100 (IT Equipment) to account no. 1400-6120-53807 (Software Maintenance Agreements) in the amount of \$32,000 needed to cover the costs for the upgrade to the current Probation Case Management System (PCMS) release. The current release is 10+ years old and unsupported. (Probation and Court Services)

9. ACTION ITEMS**9.A. [23-2527](#)**

Decrease and close Purchase Order 5749-0001 SERV, issued to HOV Services, INC. in the amount of \$372,277.22. (Clerk of the Circuit Court)

9.B. [23-2528](#)

County Contract 6016-0001-SERV, issued to Alliance Technology Group LLC to decrease the total contract amount by \$469,920.77 and close the contract. (Sheriff's Office)

- 9.C. [23-2529](#)
County Contract 6024-0001-SERV issued to Scientel Solutions, to decrease the total contract amount by \$71,67.90 and close the contract. (Sheriff's Office)
- 9.D. [23-2530](#)
County Contract 5470-0001-SERV, issued to Public Safety Direct, to decrease the total contract amount by \$190,361.36 and close the contract. (Sheriff's Office)
- 9.E. [23-2531](#)
County Contract 5531-0001-SERV, issued to Galls Parent, to decrease the total contract amount by \$61,500.10 and close the contract. (Sheriff's Office)
- 9.F. [23-2532](#)
County Contract 5579-0001-SERV, issued to Ray O'Herron, to decrease the total contract amount by \$25,826.26 and close the contract. (Sheriff's Office)
- 9.G. [23-2533](#)
County Contract 5647-0001-SERV, issued to Contract Pharmacy Services, to decrease the total contract amount by \$125,194.34 and close the contract. (Sheriff's Office)
- 9.H. [23-2534](#)
County Contract 5562-0001-SERV, issued to Warehouse Direct Inc, to decrease the total contract amount by \$11,342.44 and close contract. (Sheriff's Office)
- 9.I. [23-2535](#)
County Contract 5495-0001-SERV, issued to Carol Stream Stratford Inn Ltd, to decrease the total contract amount by \$37,266.80 and close the contract. (Sheriff's Office)

10. GRANTS

- 10.A. [23-2536](#)
GPN 040-23: Illinois State Opioid Response Criminal Justice Medication Assisted Recover Integration PY23 - Illinois Department of Health and Human Services - \$25,000. (Sheriff's Office)
- 10.B. [23-2537](#)
GPN 041-23: ILETSB (Illinois Law Enforcement Training Standards Board) - Officer Recruitment and Retention Grant Program - \$40,000. (Sheriff's Office)
- 10.C. [23-2538](#)
GPN 044-23: DCFS Children's Advocacy Center Grant PY24 - Children's Advocacy Centers of Illinois and DCFS - U.S. Department of Health and Human Services - \$312,185. (State's Attorney's Office/Children's Advocacy Center)

11. TRAVEL11.A. [23-2539](#)

Authorization is requested for the Director of the Office of Homeland Security and Emergency Management (OHSEM) to travel to Springfield, Illinois from September 4-8, 2023 to attend the Illinois Emergency Management Agency and Office of Homeland Security (IEMA-OHS) 2023 Training Summit. It is beneficial that the Director attend this Training Summit which will include various training sessions and meetings. The cost to DuPage County is \$670.10 for lodging, meals and miscellaneous expenses. (Office of Homeland Security and Emergency Management)

11.B. [23-2540](#)

Authorization is requested for an Emergency Management Coordinator to travel to Springfield, Illinois from September 5-8, 2023 to attend the Illinois Emergency Management Agency and Office of Homeland Security (IEMA-OHS) 2023 Training Summit. The State of Illinois has requested that he bring the rapid communications vehicle RapidComm4 to Springfield to be demonstrated at the Training Summit. He will also give a presentation on Auxiliary Communications and assist with STARCOM Interoperable Communications presentations. IEMA is providing lodging for presenters. The cost to DuPage County will be \$282.50 for meals and miscellaneous expenses. (Office of Homeland Security and Emergency Management)

11.C. [23-2541](#)

Authorization is requested for an OHSEM volunteer to travel to Springfield, Illinois from September 5-8, 2023 to attend the Illinois Emergency Management Agency and Office of Homeland Security (IEMA-OHS) 2023 Training Summit. The State of Illinois has requested that the rapid communications vehicle RapidComm4 be brought to Springfield to be demonstrated at the Training Summit. This volunteer will be assisting the Emergency Management Coordinator in staffing the RapidComm4 vehicle while on display and discussing its capabilities with attendees. The cost to DuPage County is \$670.10 for lodging, meals and miscellaneous expenses. (Office of Homeland Security and Emergency Management)

12. INFORMATIONAL12.A. [23-2542](#)

Public Defender's Office June 2023 Monthly Statistical Report (Public Defender's Office)

13. BUDGET PRESENTATIONS

13.A. DuPage County Coroner - Richard Jorgensen, M.D.

13.B. DuPage County Office of Homeland Security and Emergency Management - Craig Dieckman, Director

14. OLD BUSINESS**15. NEW BUSINESS**

16. ADJOURNMENT



Minutes

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

File #: 23-2524

Agenda Date: 8/1/2023

Agenda #: 5.A.



DU PAGE COUNTY

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

Judicial and Public Safety Committee Final Summary

Tuesday, July 11, 2023

8:00 AM

County Board Room

1. CALL TO ORDER

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

2. ROLL CALL

Other Board members present:

Member Paula Garcia and Member Sheila Rutledge.

Staff present:

Nick Kottmeyer (Chief Administrative Officer), Joan Olson (Chief Communications Officer), Conor McCarthy (State's Attorney's Office), Paul Bruckner (State's Attorney's Office), Lisa Smith (State's Attorney's Office), Nick Alfonso (State's Attorney's Office), Jeff Martynowicz (Chief Financial Officer), Valerie Calvente (Procurement), Craig Dieckman (Director, Office of Homeland Security and Emergency Management), Jeff York (Public Defender), Evan Shields (Public Information Officer), Jason Blumenthal (Policy and Program Manager), Dan Bilodeau (Deputy Chief-Sheriff's Office), Eric Swanson (Deputy Chief-Sheriff's Office), Megan Kupiszewski (Sheriff's Office), Nicole Zbilski (Sheriff's Office) and Zachary Frye (County Board intern).

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

3. PUBLIC COMMENT

No public comment was offered.

4. CHAIR REMARKS - CHAIR EVANS

Chair Evans began her remarks by informing the Committee of the following upcoming Budget Presentation schedule. On August 1, the Coroner's Office and the Office of Homeland Security and Emergency Management will be presenting their budget. Then, on August 15, the 18th Judicial Circuit Court Clerk will present its budget at the regular meeting at 8:00 AM. That same day, at a Special Call meeting at 1:00 PM, Budget Presentations will be offered by the 18th Judicial Circuit Court, the Sheriff's Office, the State's Attorney's Office and the Public Defender. Chair Evans looks forward to hearing these Budget Presentations and encouraged all Committee members to be in attendance.

In addition, Chair Evans advised the Committee of an item which will appear on the July 18 Finance Agenda pertaining to the Public Defender's compensation. It is required by statute that the Public Defender receive 90% of what the State's Attorney is compensated. The State's Attorney is receiving a cost of living adjustment (COLA) from the State, which necessitates that the Public Defender's salary be increased accordingly. Chair Evans further reported that 66-1/3% of the Public Defender's salary is reimbursed by the State.

As the investigation into the Father's Day shooting continues, Chair Evans alerted the Committee that requests for overtime compensation are likely to be coming forward from the Sheriff's Office. She thanked the law enforcement officials for the hard work they are doing and encouraged the Committee members to be supportive of their efforts.

Lastly, Chair Evans introduced Chief Marc Maton from the Lemont Police Department who presented the DuPage County Sheriff's Office with the 2023 Tier II Illinois Law Enforcement Accreditation Program (ILEAP) Award. This highly sought after award required intense amounts of work by the Sheriff's Office to ensure that their policies and procedures meet the established criteria set by the Illinois Association of Chiefs of Police. In addition to being the Chief of Police in Lemont, Chief Maton currently serves as the First Vice President of the Illinois Association of Chiefs of Police. Chief Maton gave a brief overview of what the Illinois Association of Chiefs of Police does as well as describe the requirements needed to be selected for the 2023 Tier II ILEAP Award. He then presented the award to Deputy Chief Dan Bilodeau and Megan Kupiszewski from the DuPage County Sheriff's Office. Member Brian Krajewski then asked Chief Maton how many of the 102 counties in Illinois are Tier II certified. Chief Maton responded that there are three counties.

5. APPROVAL OF MINUTES:

5.A. [23-2342](#)

Judicial and Public Safety Committee - Regular Meeting - June 20, 2023.

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

| | |
|------------------|-----------------|
| RESULT: | APPROVED |
| MOVER: | Brian Krajewski |
| SECONDER: | Greg Schwarze |

6. PROCUREMENT REQUISITIONS

6.A. [JPS-P-0057-23](#)

Recommendation for the approval of a contract purchase order to Insight Public Sector, for the purchase of Laptops, Desktops, Monitors, Printers, and small IT equipment for the Clerk of the Circuit Court, for a total contract amount of \$111,614. Contract pursuant to the Intergovernmental Cooperation Act, OMNIA Partners IT Products and Services contract #4400006644, Cooperative Purchasing Agreement pricing in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act." (Clerk of the Circuit Court)

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

| | |
|------------------|------------------------------|
| RESULT: | APPROVED AND SENT TO FINANCE |
| MOVER: | Mary Ozog |
| SECONDER: | Liz Chaplin |

7. RESOLUTIONS

7.A. [FI-R-0163-23](#)

Acceptance and appropriation of the Violent Crime Victims Assistance Program Grant PY24, Agreement No. 24-0620, Company 5000, Accounting Unit 6620, \$36,500. (State's Attorney's Office)

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

| | |
|------------------|------------------------------|
| RESULT: | APPROVED AND SENT TO FINANCE |
| MOVER: | Michael Childress |
| SECONDER: | Liz Chaplin |

7.B. [FI-R-0164-23](#)

Acceptance and Appropriation of the Victims of Crime Act - Child Advocacy Center Services Program Grant PY24 - Agreement No. 221203 - Company 5000 - Accounting Unit 6600 - \$67,740. (State's Attorney's Office)

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

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

8. BUDGET TRANSFERS

8.A. [23-2343](#)

Transfer of funds from account no. 1300-4130-53610 (Instruction & Schooling) to account no. 1300-4130-50050 (Temporary Salaries), in the amount of \$7,500, to cover the expenses of a paid summer internship for our department. (Coroner's Office)

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

| | |
|------------------|--------------|
| RESULT: | APPROVED |
| MOVER: | Patty Gustin |
| SECONDER: | Yeena Yoo |

8.B. [23-2344](#)

Transfer of funds from account no. 1000-4405-50011 (Sheriff-Special Duty O/T) to account no. 1000-4405-50020 (Holiday Pay) in the amount of \$2,000 needed for a small number of Court Security Officers who transferred from LEB and received holiday pay earned at their previous position. (Sheriff's Office)

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

| | |
|------------------|-------------------|
| RESULT: | APPROVED |
| MOVER: | Michael Childress |
| SECONDER: | Liz Chaplin |

8.C. [23-2345](#)

Transfer of funds from account no. 1000-4400-50030 (Per Diem/Stipend) to account no. 1000-4400-51060 (Cell Phone Stipend) in the amount of \$3,000 to cover employees receiving cell phone stipends which were included in the LEB budget and are coded to the Sheriff's Administration in 2023. (Sheriff's Office)

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

| | |
|------------------|-------------------|
| RESULT: | APPROVED |
| MOVER: | Michael Childress |
| SECONDER: | Liz Chaplin |

8.D. [23-2346](#)

Transfer of funds from account no. 1000-4415-50000 (Regular Salaries) to account no. 1000-4415-50011 (Sheriff-Special Duty O/T) in the amount of \$175,000 needed for the following reason: Sheriff Special Duty Overtime is over budget. Average monthly activity year-to-date is \$38K, compared to \$19K for the same period in FY22. Further, wages increased due to the MAP side letter agreement approved in March 2023. This is a budget neutral transfer because the general fund receives payment from the entities using the Sheriff's Detail services. Year-to-date receipts exceed the FY2023 budget. (Sheriff's Office)

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

| | |
|------------------|-------------------|
| RESULT: | APPROVED |
| MOVER: | Patty Gustin |
| SECONDER: | Michael Childress |

8.E. [23-2347](#)

Transfer of funds from account nos. 1000-4415-50000 (Regular Salaries), 1000-4415-50020 (Holiday Pay), 1000-4410-50011 (Sheriff-Special Duty O/T), 1000-4405-50010 (Overtime) and 1000-4405-50011 (Sheriff-Special Duty O/T) to account no. 1000-4410-50010 (Overtime) in the amount of \$985,146 for the following reason: Overtime for Jail Operations is significantly over budget due to the continued headcount vacancies and difficulty in recruiting Jail Officers. The shortfall is amplified because the PBLC contract approved after the FY23 budget was submitted included significant increases in wage rates. (Sheriff's Office)

Member Yeena Yoo asked for clarification of the difference between the transfer requested in this item compared to the transfer requested in the previous item. She also stated that the dollar amount of this transfer is quite high. Deputy Chief Dan Bilodeau clarified the differences between the various accounts and explained that his office is requesting to internally transfer the funds they currently have between these accounts to eliminate the need to ask for additional funds for jail overtime. Member Mary Ozog asked whether this request is budget neutral and Deputy Chief Bilodeau confirmed that it is. Member Brian Krajewski inquired about contingency funds. Deputy Chief Dan Bilodeau and Chief Financial Officer Jeff Martynowicz confirmed that there are funds in contingencies.

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

| | |
|------------------|--------------|
| RESULT: | APPROVED |
| MOVER: | Patty Gustin |
| SECONDER: | Jim Zay |

9. GRANTS

9.A. [23-2348](#)

GPN 036-23: Law Enforcement Camera Grant (LECG) Phase II - Illinois Law Enforcement Training & Standards Board - \$31,104. (Sheriff's Office)

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

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

10. OLD BUSINESS

No old business was offered.

11. NEW BUSINESS

Member Dawn DeSart commended DuPage County Assistant State's Attorney Alyssa Rabulinski for her leadership in determining the bond requirements for an individual accused of neglecting a large number of dogs in her home.

12. ADJOURNMENT

With no further business, Member Gustin moved, seconded by Member Yoo, to adjourn the meeting at 8:19 AM. The next meeting is scheduled for Tuesday, August 1, 2023 at 8:00 AM.



File #: JPS-P-0058-23

Agenda Date: 8/1/2023

Agenda #: 6.A.

AWARDING RESOLUTION ISSUED TO
INSIGHT PUBLIC SECTOR
TO PROVIDE UPS'S FOR NETWORK CLOSETS
FOR THE SHERIFF'S OFFICE
(CONTRACT TOTAL AMOUNT \$32,261)

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

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement to provide UPS's for network closets; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the OMNIA Partners (Cobb County) IT Products and Services, #23-6692-03, the County of DuPage will contract with Insight Public Sector; and

WHEREAS the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Insight Public Sector, to provide UPS's for network closets, for the period of August 8, 2023 through July 10, 2026, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said, to provide UPS's for network closets, for the period of August 8, 2023 through July 10, 2026, for the Sheriff's Office, be, and it is hereby approved for issuance of a contract by the Procurement Division to Insight Public Sector, 2701 E. Insight Way, Chandler, AZ 85286-1230, for a contract total amount not to exceed \$32,261, pursuant to the OMNIA Partners (Cobb County) IT Products and Services, #23-6692-03.

Enacted and approved this 8th day of August, 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> | |
| MINUTETRAQ ID#: 23-2414 | RFP, BID, QUOTE OR RENEWAL #: 0226382230 | INITIAL TERM WITH RENEWALS: OTHER | INITIAL TERM TOTAL COST: \$32,261.00 |
| COMMITTEE: JUDICIAL AND PUBLIC SAFETY | TARGET COMMITTEE DATE: 08/01/2023 | PROMPT FOR RENEWAL: 6 MONTHS | CONTRACT TOTAL COST WITH ALL RENEWALS: \$32,261.00 |
| | CURRENT TERM TOTAL COST: \$32,261.00 | MAX LENGTH WITH ALL RENEWALS: THREE YEARS | CURRENT TERM PERIOD: INITIAL TERM |
| <i>Vendor Information</i> | | <i>Department Information</i> | |
| VENDOR: Insight Public Sector | VENDOR #: 10809 | DEPT: Sheriff's Office | DEPT CONTACT NAME: Jason Snow |
| VENDOR CONTACT: Bob Erwin | VENDOR CONTACT PHONE: 14803667058 | DEPT CONTACT PHONE #: 630-407-2072 | DEPT CONTACT EMAIL: jason.snow@dupagesheriff.org |
| VENDOR CONTACT EMAIL: BOB.ERWIN@INSIGHT.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.). We have multiple network closets where the UPS (uninterruptible power supply) went bad. During the past power outages, the units turned off and did not turn back on. These network closets provide network and phone connectivity. All items are on the Omnia Partners (Cobb County) IT Products & Services Contract #23-6692-03. | | | |
| JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished With the network closets off, there was no phone or computer connectivity. | | | |

| SECTION 2: DECISION MEMO REQUIREMENTS | |
|---|--|
| DECISION MEMO NOT REQUIRED | Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. |
| DECISION MEMO REQUIRED | Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required. |
| COOPERATIVE (DPC4-107), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING | |

| 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. CUSTOMER SERVICE |
| SOURCE SELECTION | Describe method used to select source. OMNIA PARTNERS IT PRODUCTS & SERVICES CONTRACT #23-6692-03. |
| 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). Omnia Partners contract pricing was utilized for the lowest pricing. |

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: Insight Public Sector | Vendor#: 10809 | Dept: DuPage Sheriff's Office | Division: |
| Attn: Bob Erwin | Email: BOB.ERWIN@INSIGHT.COM | Attn: Colleen Zbilski | Email: colleen.zbilski@dupagesheriff.org |
| Address: 2701 E INSIGHT WAY | City: CHANDLER | Address: 501 N County Farm RD | City: Wheaton |
| State: AZ | Zip: 85286-1930 | State: IL | Zip: 60187 |
| Phone: 800-467-4448 | Fax: | Phone: 630-407-2122 | Fax: |
| <i>Send Payments To:</i> | | <i>Ship to:</i> | |
| Vendor: Insight Public Sector | Vendor#: 10809 | Dept: DuPage Sheriff's Office | Division: |
| Attn: Bob Erwin | Email: BOB.ERWIN@INSIGHT.COM | Attn: Jason Snow | Email: jason.snow@dupagesheriff.org |
| Address: 2701 E INSIGHT WAY | City: CHANDLER | Address: 501 N County Farm RD | City: Wheaton |
| State: AZ | Zip: 85286-1930 | State: IL | Zip: 60187 |
| Phone: 800-467-4448 | Fax: | Phone: 630-407-2072 | Fax: |
| Shipping | | Contract Dates | |
| Payment Terms: PER 50 ILCS 505/1 | FOB: Destination | Contract Start Date (PO25): Aug 8, 2023 | Contract End Date (PO25): Jul 10, 2026 |
| 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 | 22 | EA | | SmartConnect Advanced Plan - subscription license (3 years) - 1 license | FY23 | 1000 | 4400 | 53806 | | 107.50 | 2,365.00 |
| 2 | 12 | EA | | APC Smart-UPS SMTL1500RM3UCNC - UPS - 1350 Watt - 1500 VA - with APC Network Management Card 3 with Environmental Monitoring | FY23 | 1000 | 4400 | 52100 | | 2,350.00 | 28,200.00 |
| 3 | 6 | EA | | APC - UPS stabilizing foot | FY23 | 1000 | 4400 | 52100 | | 16.00 | 96.00 |
| 4 | 10 | EA | | APC - temperature & humidity sensor | FY23 | 1000 | 4400 | 52100 | | 160.00 | 1,600.00 |
| <i>FY is required, assure the correct FY is selected.</i> | | | | | | | | | | Requisition Total | \$ 32,261.00 |

| <i>Comments</i> | |
|----------------------|--|
| HEADER COMMENTS | Provide comments for P020 and P025. |
| SPECIAL INSTRUCTIONS | Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. |
| INTERNAL NOTES | Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. |
| 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

SOLD-TO PARTY 11065728

DUPAGE COUNTY SHERIFF
 501 N COUNTY FARM RD
 WHEATON IL 60187-3942

SHIP-TO

DUPAGE COUNTY SHERIFF
 JASON SNOW
 501 N COUNTY FARM RD
 WHEATON IL 60187-3942

| Quotation | |
|-------------------------|--|
| Quotation Number | : 0226447371 |
| Document Date | : 10-JUL-2023 |
| PO Number | : |
| PO release: | : |
| Sales Rep | : Bob Erwin |
| Email | : BOB.ERWIN@INSIGHT.COM |
| Telephone | : +14803667058 |

We deliver according to the following terms:

Payment Terms : Net 90 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery: : FOB DESTINATION
Currency : USD

| Material | Material Description | Quantity | Unit Price | Extended Price |
|----------------------------------|--|----------|------------|----------------|
| ERWPLUS1-3Y-DIGI | SmartConnect Advanced Plan - subscription license (3 years) - 1 license Coverage Dates: 10-JUL-2023 - 10-JUL-2026 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 123.99 Discount: 13.299% | 22 | 107.50 | 2,365.00 |
| SMTL1500RM3UCNC | APC Smart-UPS SMTL1500RM3UCNC - UPS - 1350 Watt - 1500 VA - with APC Network Management Card 3 with Environmental Monitoring AP9641 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3145.99 Discount: 25.302% | 12 | 2,350.00 | 28,200.00 |
| SMTL3USF-APC | APC - UPS stabilizing foot OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 21.99 Discount: 27.240% | 6 | 16.00 | 96.00 |
| AP9335TH | APC - temperature & humidity sensor OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 215.99 Discount: 25.922% | 10 | 160.00 | 1,600.00 |

| | |
|------------------|------------------|
| Product Subtotal | 32,261.00 |
| TAX | 0.00 |
| Total | 32,261.00 |

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Bob Erwin
+14803667058
BOB.ERWIN@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>



Required Vendor Ethics Disclosure Statement

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

Date: 6/29/2023

Bid/Contract/PO #: Getac Quote

| | |
|---|--------------------------------------|
| Company Name: Insight Public Sector, Inc. | Company Contact: Bob Erwin |
| Contact Phone: 480.366.7058 | Contact Email: Bob.Erwin@Insight.com |

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

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

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

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

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

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

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 Lisanne Steinheiser

Title Global Compliance Officer

Date 6/29/2023

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



Judicial/Public Safety Requisition \$30,000 and Over

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

File #: JPS-P-0059-23

Agenda Date: 8/1/2023

Agenda #: 6.B.

AWARDING RESOLUTION ISSUED TO
cFIVE SOLUTIONS, INC.
FOR A THREE-YEAR MAINTENANCE CONTRACT
FOR THE PROBATION CASE MANAGEMENT SYSTEM
FOR THE DEPARTMENT OF PROBATION AND COURT SERVICES
(CONTRACT TOTAL AMOUNT \$570,991)

WHEREAS, a sole source quotation has been obtained in accordance with 55 ILCS 5/5-1022 and County Board policy; and

WHEREAS, the County is authorized to enter into a Sole Source Agreement pursuant to Section 2-350 of the DuPage County Procurement Ordinance; and

WHEREAS, based upon supporting documentation provided by the using Department, the Chief Procurement Officer has determined that it is not feasible to secure bids or that there is only one source for the required goods or services, and/or has determined that it is in the best interests of the County to consider only one supplier who has previous expertise relative to the subject procurement; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to cFive Solutions, Inc., for the annual maintenance service agreement, for the period of August 9, 2023 through March 31, 2027, for the Department of Probation and Court Services.

NOW, THEREFORE BE IT RESOLVED, that said contract is for the annual maintenance service agreement, for the period of August 9, 2023 through March 31, 2027 for the Department of Probation and Court Services, per DuPage County Purchasing Ordinance, Article 2-350 - Sole Source, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to cFive Solutions, Inc., 17852 E. Seventeenth St., Tustin, CA 92780, for a contract total amount of \$570,991.

Enacted and approved this 8th day of August, 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#: 23-2438 | RFP, BID, QUOTE OR RENEWAL #: | INITIAL TERM WITH RENEWALS: 4 YRS + 0 TERM PERIOD | INITIAL TERM TOTAL COST: \$570,991.00 |
| COMMITTEE: JUDICIAL AND PUBLIC SAFETY | TARGET COMMITTEE DATE: 08/01/2023 | PROMPT FOR RENEWAL: 6 MONTHS | CONTRACT TOTAL COST WITH ALL RENEWALS: \$570,991.00 |
| | CURRENT TERM TOTAL COST: \$570,991.00 | MAX LENGTH WITH ALL RENEWALS: FOUR YEARS | CURRENT TERM PERIOD: INITIAL TERM |
| <i>Vendor Information</i> | | <i>Department Information</i> | |
| VENDOR: c-Five Solution, Inc. | VENDOR #: 26528 | DEPT: Probation and Court Services | DEPT CONTACT NAME: Sharon Donald |
| VENDOR CONTACT: James Newman | VENDOR CONTACT PHONE: 949-260-3002 | DEPT CONTACT PHONE #: 630-407-8413 | DEPT CONTACT EMAIL: sharon.donald@dupageco.org |
| VENDOR CONTACT EMAIL: jnewman@cfive.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.). The Probation Department will need an upgrade to the current PCMS release for users and a three year annual maintenance contract to support the Probation Case Management Software System offered by c-Five Solutions, Inc. as a sole source. Total contract amount not to exceed \$570,991.00. (Probation and Court Services) | | | |
| JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The upgrade to the current PCMS release and the annual maintenance and support agreement are required to maintain the system and offer technical support for all users. | | | |

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

| SECTION 3: DECISION MEMO | |
|-------------------------------------|--|
| 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. SOFTWARE MANUFACTURER AND SOLE MAINTENANCE/UPDATE PROVIDER |
| 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. The Probation Department recommends the procurement of c-Five Solutions, Inc. to provide annual maintenance and support for the PCMS (case management system). The PCMS system is a stand alone system designed specifically for the Department of Probation and Court Services. |
| 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. N/A |
| 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. N/A |

SECTION 5: Purchase Requisition Information

| <i>Send Purchase Order To:</i> | | <i>Send Invoices To:</i> | |
|---|-----------------------------|--|---|
| Vendor: c-Five Solutions, Inc. | Vendor#: 26528 | Dept: Probation and Court Services | Division: Finance |
| Attn: James Newman | Email: jnewman@cfive.com | Attn: Sharon Donald | Email: sharon.donald@dupageco.org |
| Address: 17852 E Seventeenth St, Suite 205 | City: Tustin | Address: 503 N County Farm Road | City: Wheaton |
| State: CA | Zip: 92780 | State: Wheaton | Zip: 60187 |
| Phone: 949-260-3002 | Fax: | Phone: 630-407-8413 | Fax: 630-407-2502 |
| <i>Send Payments To:</i> | | <i>Ship to:</i> | |
| Vendor: c-Five Solutions, Inc. | Vendor#: 26528 | Dept: Probation and Court Services | Division: Finance |
| Attn: James Newman | Email: jnewman@cfive.com | Attn: Sharon Donald | Email: sharon.donald@dupageco.org |
| Address: 17852 E Seventeenth St, Suite 205 | City: Tustin | Address: 503 N County Farm Road | City: Wheaton |
| State: CA | Zip: 92780 | State: Illinois | Zip: 60187 |
| Phone: 949-260-3002 | Fax: | Phone: 630-407-8413 | Fax: 630-407-2502 |
| Shipping | | Contract Dates | |
| Payment Terms: PER 50 ILCS 505/1 | FOB: Destination | Contract Start Date (PO25): Aug 9, 2023 | Contract End Date (PO25): Mar 31, 2027 |
| Contract Administrator (PO25): | | | |

| Add Line | | Purchase Requisition Line Details | | | | | | | | | | |
|---|-----|-----------------------------------|-------------------------|--|------|---------|------|-----------|-------------------------|-------------------|---------------|--|
| LN | Qty | UOM | Item Detail (Product #) | Description | FY | Company | AU | Acct Code | Sub-Accts/Activity Code | Unit Price | Extension | |
| x | 1 | EA | | FY'2023 - Annual maintenance & support agreement | FY23 | 1400 | 1620 | 53807 | | 41,448.00 | 41,448.00 | |
| x | 1 | EA | | FY'2024- Annual maintenance & support agreement | FY24 | 1400 | 1620 | 53807 | | 138,285.00 | 138,285.00 | |
| x | 1 | EA | | FY'2025 - Annual maintenance & support agreement | FY25 | 1400 | 1620 | 53807 | | 145,199.00 | 145,199.00 | |
| x | 1 | EA | | FY'2026 - Annual maintenance & support agreement | FY26 | 1400 | 1620 | 53807 | | 152,459.00 | 152,459.00 | |
| x | 1 | EA | | FY'2023 - Upgrade PCMS to current release | FY23 | 1400 | 6120 | 54100 | | 93,600.00 | 93,600.00 | |
| FY is required, assure the correct FY is selected. | | | | | | | | | | Requisition Total | \$ 570,991.00 | |

| 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



MASTER AGREEMENT

PREAMBLE

This master agreement (as amended, this “Agreement”) is made between **cFive Solutions, Inc.** (“cFive”) and **County of DuPage Illinois** (“Customer”) as of the Effective Date. All capitalized terms used but not defined herein shall have their respective meanings as set forth in this Agreement, the exhibits, and the schedules hereto.

WHEREAS, Customer has selected cFive to license the cFive Software, provide the cFive Subscription and/or perform certain cFive Professional Services for Customer as specified in the Investment Summary and/or an Order Form and on the additional terms set forth in this Agreement, the exhibits and schedules hereto; and

WHEREAS, cFive desires to perform such aforementioned actions under the terms of this Agreement, the exhibits and schedules hereto;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, cFive and Customer agree as follows:

SECTION A – DEFINITIONS

“**After Hours Support**” means maintenance or support requested by Customer to be performed by cFive during times that are not Business Hours.

“**Agreement**” has the meaning set forth in the Preamble above.

“**Applicable cFive Deliverable**” means cFive’s provision to Customer of cFive Software, cFive Subscription and/or cFive Professional Services as specified in an Order Form, the Statement of Work and/or Investment Summary, or otherwise in the exhibits and schedules hereto.

“**Applicable cFive Delivery Method**” means cFive’s delivery method for cFive Software, cFive Subscription and/or cFive Professional Services to Customer as specified in an Order Form, the Statement of Work and/or Investment Summary, or otherwise in the exhibits and schedules hereto.

“**Business Day**” means Monday through Friday excluding United States federal holidays.

“**Business Hours**” means 8:00 AM Pacific to 5:00 PM Pacific on Business Days.

“**cFive**” has the meaning set forth in the Preamble above.

“**cFive Connect**” means the issue tracking tool available online to Designated Staff for the purpose of reporting and tracking issues in Supported cFive Software.

“**cFive Deliverable**” means a deliverable from cFive to Customer resulting from cFive Professional Services, as specified in an Order Form. cFive Deliverables may include, without limitation, a specific work product (e.g., an Enhancement; an interface; a code modification; a report; etc.) or performance of services as specified in an Order Form that may not have an associated specific work product (e.g., business analysis; configuration; consulting; data cleanup or migration; project management; training; for Supported cFive Software, provision of any maintenance or support services that are listed as exclusions in the separate Maintenance Agreement or Support Agreement; provision of maintenance or support to cFive Software that is not Supported cFive Software; etc.).



“cFive Professional Services” means cFive’s professional services identified in an Order Form provided to Customer, with such professional services to be provided by cFive pursuant to the Professional Services Agreement, attached to this Agreement as Exhibit C. Unless otherwise stated explicitly in the Order Form, all cFive Professional Services will be provided on a time and materials basis and billed by cFive to Customer in accordance with cFive’s rates specified on the Order Form.

“cFive Subscription” means cFive's technology services identified in the Investment Summary and/or Order Form and provided to Customer under this Agreement, the Statement of Work, and the Services Agreement, attached to this Agreement as Exhibit B, as well as all data therein created by cFive as more fully described in the Documentation.

“cFive Software” means cFive’s proprietary software licensed by Customer, excluding all Enhancements, modifications, and interfaces.

“cFive Software Deliverable” means a cFive Deliverable that is software, which may include, without limitation, an Enhancement or an interface.

“cFive Software Update” means a major or minor version release of cFive Software, with such version releases to be scheduled periodically by cFive.

“Confidential Information” means any confidential or proprietary information, data, know-how, trade secrets, or materials in which (a) either party has rights or duties to protect from disclosure, (b) is designated as “confidential” or (c) either party would reasonably expect or consider to be confidential or proprietary information, including but not limited to any Personally Identifiable Data, applications, software or software development, services, finances, customers and potential customers, customer lists, suppliers, pricing and rates, costs, marketing, technologies, specifications, or personnel. “Personally Identifiable Data” means information reasonably identifiable in respect of either party’s clients, customers or employees and includes, without limitation, names, addresses, telephone numbers, social security numbers, birthdays, and their legal, medical, and financial information.

“Confirmed Defect” means a Defect that Customer has reproduced more than once, Designated Staff has reported to cFive in accordance with the Maintenance and Support Process, and cFive and Customer have both successfully reproduced and validated.

“Customer” has the meaning set forth in the Preamble above.

“Customer Executive” means the one person assigned by Customer as Customer senior executive ultimately responsible for Customer’s relationship with cFive.

“Defect” means a failure of cFive Software to conform materially to the functional descriptions set forth in cFive’s then-current Documentation. Functionality may be updated, modified (including, without limitation, through periodic Web posting), or otherwise changed, and the governing functional descriptions for materially changed future functionality will be set forth in cFive’s then-current Documentation. Failure of cFive Software to function due to problems with Customer’s data or configuration of the software, including permissions settings, is not a Defect, and failure of cFive Software to function due to problems with or changes in and updates to Third-Party Products is not a Defect. Additionally, any nonconformity resulting from Customer’s misuse, improper use, alteration, or damage of cFive Software, or Customer’s combining, using, or merging cFive Software with any Third-Party Products not identified as compatible by cFive, is not a Defect.

“Defect Documentation” means documentation provided by Customer related to a particular Defect. Such documentation includes sufficient information for cFive to confirm and/or recreate the Defect, and such documentation includes, without limitation, a detailed description of the Defect, the specific steps required for cFive to reproduce the defect, the operating environment, the data set (for example, client number), and the user experiencing the Defect.

“Designated Staff” means the two Customer representatives authorized to interface with cFive



maintenance and support for matters related to the Maintenance Agreement and Support Agreement.

“Documentation” means any standard online or written documentation related to the use or functionality of cFive Software that cFive provides or otherwise makes available to Customer (including, without limitation, through periodic Web posting), including instructions, user guides, manuals and other training or self-help documentation. cFive may release documentation related to the use or functionality of cFive Software subsequent to releasing cFive Software or cFive Software Updates.

“Effective Date” means the last signature date set forth in the signature block of this Agreement.

“Enhancement” means any change or addition to cFive Software that improves its function (other than resolution of a Confirmed Defect), adds a new function, or enhances its performance.

“Escrow Agreement” means the escrow agreement in substantially the form attached as Exhibit J or otherwise provided by cFive as required by this Agreement.

“Force Majeure” means, for any party, an event beyond the reasonable control of such party, including, without limitation, war, riot or civil commotion, strikes, embargoes, acts of nature, fire, natural disasters, quarantine and/or other causes.

“Investment Summary” means a document that itemizes the agreed upon price for the software, products, and services to be used to complete the Project, which may include Third-Party Software and/or Third-Party Products. The Investment Summary is attached to this Agreement as Exhibit H.

“Invoicing and Payment Policy” means the invoicing and payment policy attached to this Agreement as Exhibit K.

“Maintenance Agreement” means the cFive Maintenance Agreement and associated schedule, attached to this Agreement as Exhibit D.

“Maintenance and Support Process” means the maintenance and support process described in the cFive Maintenance and Support Process and associated schedule, attached to this Agreement as Exhibit F.

“Monthly Support Hours Allotment” means the maximum number of hours cFive staff will expend in any given calendar month providing support pursuant to the Support Agreement.

“Order Form” means the written order form delivered from cFive to Customer specifying the applicable work categories and associated hourly rates, scope, and estimated price of cFive Professional Services, inclusive of any statements or work, acceptance criteria (if applicable), exhibits, schedules, attachments, addenda, or amendments thereto.

“Professional Services Agreement” means the cFive Professional Services Agreement, attached to this Agreement as Exhibit C.

“Project” means cFive’s provision of the cFive Software, cFive Subscription, cFive Professional Services and/or the Third-Party Products to the Customer as described in this Agreement, the Investment Summary, the Order Form and/or the Statement of Work.

“State” means the State of Illinois.

“Statement of Work” means the work plan attached to this Agreement as Exhibit I, which describes how cFive's Professional Services will be provided, outlines the Customer's resources that will be needed and provided in sufficient quantity and in a timely manner by Customer, and defines the roles and responsibilities of the parties in connection with the work.

“Support Agreement” means the cFive Support Agreement and associated schedule, attached to this Agreement as Exhibit E.

“Supported cFive Software” means (i) the current and immediately preceding version of cFive Software, where each major or minor release of cFive Software is a version, and (ii) other cFive Software



Deliverables that are explicitly listed in Schedule 1 of the Maintenance Agreement.

“**System Administrator**” means the one Designated Staff assigned by Customer as the system administrator who will be chiefly responsible for Customer’s administration and configuration of cFive Software.

“**Third-Party Products**” means any hardware (including, without limitation, third-party and/or Customer’s local area networks and related infrastructure) and all Third-Party Software.

“**Third-Party Software**” means any Customer-developed software or any third-party software not embedded by cFive in cFive Software, including, without limitation, operating systems and database management software.

“**Third-Party Terms**” means end user license agreement(s) or similar terms for any Third-Party Products that are itemized in the Investment Summary, which end user license agreement or similar terms are attached to this Agreement as Exhibit G.

“**Workaround**” means a measure designed to minimize the impact of a Confirmed Defect on Customer by enabling Customer to continue using cFive Software with reasonable effort.

SECTION B – GENERAL MASTER TERMS

1. **Applicable cFive Deliverables; Scope; Scheduling; Etc.** cFive shall provide the Applicable cFive Deliverables in accordance with the terms of the exhibits and schedules hereto and all of such terms are incorporated herein as though set forth herein and are binding upon, and enforceable against, the respective parties hereto. Any work requests by Customer outside of the scope of the Project contained in the initial Order Form, Investment Summary or Statement of Work shall be billed on a time and materials basis or milestone basis as set forth in a subsequent Order Form or addendum signed by Customer and cFive and paid by Customer pursuant to the Invoicing and Payment Policy. Project scope changes must be approved in an Order Form or other addendum signed by Customer and cFive. cFive and Customer, acting through their respective project managers, will agree on a schedule for all Applicable cFive Deliverables to be documented in the Statement of Work or Order Form. In consideration for the commitment by cFive to assign staff to Customer's project in accordance with the agreed Project plan and schedule, Customer agrees to conform to all Project scheduling once confirmed by both parties' project managers and to diligently and timely review all materials provided by cFive (including, without limitation, all Applicable cFive Deliverables). Customer’s purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by cFive regarding future functionality or features of any Applicable cFive Deliverables.
2. **Term.** The term of this Agreement shall commence as of the Effective Date and continue for an initial period of four (4) years thereafter, provided that, subject to other provisions of this Section, absent a party providing the other party with written notice of termination no later than 90 days prior to the end of the then current term, the then current term shall automatically renew for subsequent one-year periods. Notwithstanding anything to the contrary in the immediately preceding sentence, the term of this Agreement shall in no event be less than (i) the longest term pursuant to which any Applicable cFive Deliverables are being provided, or (ii) the term of the Maintenance Agreement and/or Support Agreement as set forth in the Investment Summary or in the Maintenance Agreement and/or Support Agreement.
3. **Assistance.** The parties acknowledge that the implementation of the cFive Software, cFive Subscription and/or cFive Professional Services, and the ability to meet Project deadlines and other milestones in connection therewith, is a cooperative effort requiring the time and resources of personnel of both parties. The parties agree to use all reasonable efforts to cooperate with and assist

each other as may be reasonably required to meet the agreed upon Project deadlines and other milestones for the Project. This cooperation includes working together to schedule the implementation-related services outlined in this Agreement and any exhibits and schedules hereto.

4. **Project Delays.** In the event the Project or the delivery of any Applicable cFive Deliverables is delayed beyond the time set forth in the Investment Summary or any Order Form as a result of Customer's actions or failure to act, then cFive may, in its sole discretion upon notice to the Customer (and notwithstanding any other provision of this Agreement or any other document entered into in connection herewith), (a) increase the scope and amount of the cFive Professional Services (including, without limitation, any project management services) to be provided to Customer in relation to the Project, (b) increase the fees for such additional cFive Professional Services to the standard rates then charged by cFive, and (c) deem the commencement date for Applicable cFive Deliverables (including, without limitation, the commencement of the Maintenance Agreement and/or Support Agreement) impacted by such delay to occur as of the date such Applicable cFive Deliverables would have been delivered absent the occurrence of such delay; provided, however, that in the event there is a cap on the overall amount that Customer may be charged for Applicable cFive Deliverables that is legally binding against cFive, in lieu of exceeding such cap cFive may elect in its sole discretion upon notice to Customer to reduce the scope or term of any Applicable cFive Deliverables provided to Customer in order to implement any of cFive's rights pursuant to clauses (a), (b) and (c) in this Section.
5. **Escrow.** cFive will maintain the Escrow Agreement with a reputable escrow agent pursuant to which cFive has deposited the cFive Software and Documentation, including the source code for each major release of the cFive Software. The Customer agrees to complete a standard beneficiary enrollment form and to pay the annual beneficiary fee required to be a beneficiary of the Escrow Agreement. cFive will use commercially reasonable efforts to assist the Customer in becoming a beneficiary under the Escrow Agreement. Release of source code for the cFive Software is strictly governed by the terms of the Escrow Agreement.
6. **Invoicing and Payment.** cFive will invoice the Customer for all fees set forth in the Investment Summary and/or any Order Form per the Invoicing and Payment Policy, subject to Section 10.
7. **Invoice Disputes.** If the Customer disputes one or more fees identified on an invoice, because the fees relate to software or services that the Customer contends do not conform to the warranties in this Agreement or because the fees described therein are otherwise not consistent with this Agreement, the Customer will give cFive written notice within thirty (30) days of its receipt of the applicable invoice. The written notice must contain reasonable detail of the issues the Customer contends are in dispute so that cFive can confirm the issue and respond to the Customer's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in the Customer's notice. cFive will work with the Customer as may be reasonably necessary to develop an action plan that outlines reasonable steps to be taken by each party to resolve any issues presented in the Customer's notice. The Customer may withhold payment of the amount(s) which are in good faith actually in dispute, and only those amounts, until cFive completes the action items outlined in the plan. If cFive is unable to complete the action items outlined in the action plan because of the Customer's failure to complete the items agreed to be done by the Customer, and the Customer does not rectify that failure within five days after cFive has notified the Customer of its failure to complete such items, then cFive may demand full payment of the invoice within thirty days. cFive reserves the right to suspend delivery of all services, including maintenance and support services, if the Customer fails to pay an invoice not disputed as described above within five days of notice of cFive's intent to do so. The Customer's payment of an invoice for delivered software or services does not constitute acceptance of cFive Software that subsequently is determined to have a Defect or cFive Subscription that are the subject of a warranty claim under Exhibit A of this Agreement.

8. **Overdue Accounts.** A late fee shall be charged by cFive on overdue accounts, and on any other fees and expenses not paid to cFive as provided under this Agreement and its exhibits and schedules, at the rate of one and one percent (1.00%) per month or part thereof commencing with the date payment was due unless such late fee is restricted, prohibited, or limited by applicable law. In the event that late fees are by law restricted, limited, or prohibited, the parties agree that the fees intended hereby will not exceed such legal limit and that neither party will hold the other liable for any unintended violation of such limits.
9. **Termination.** If a party has breached this Agreement, such party will invoke the dispute resolution clause set forth in Section 16. Either party may terminate this Agreement in the event the other party does not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the 90-day window set forth in Section 16. Any failure of Customer to timely make payments as required by this Agreement and the other documents entered into in connection herewith shall be a material breach of this Agreement and, notwithstanding any other provision of this Agreement to the contrary and in addition to such other rights as cFive may have, should non-payment continue for a period of 30 days past the date of delivery of the applicable invoice, cFive may terminate any or all of its obligations under this Agreement and the other documents entered into in connection herewith without any penalty or claim by Customer immediately upon notice. Either party may immediately terminate upon notice if a party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Automatic extensions of the term of this Agreement may also be cancelled by either party, upon 90 days prior written notice to the other party, prior to the incurrence of any automatic extensions. In the event of termination, the Customer will nonetheless pay to cFive all fees and expenses related to the software, products, and/or services the Customer has received under this Agreement prior to the effective date of termination and all invoices in respect thereof. In the event of a termination under this Section, cFive will be entitled to a pro rata payment for any portion of a deliverable if only a portion of that deliverable has been provided to the Customer as of the effective date of termination. Disputed fees will be subject to the dispute resolution process set forth in Section 16. In the event of termination by Customer or for non-payment, as discussed above, Customer shall immediately cease using the Applicable cFive Deliverables and destroy or return all copies of cFive Software, Documentation and related materials in its possession to cFive within 60 days of the termination date. cFive may require Customer certify in writing to it what actions have been taken by Customer in accordance with the immediately preceding sentence.
10. **Non-Appropriation of Funds.** In the event the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year, then this Agreement may be terminated. To effect the termination of this Agreement, the Customer shall, within 45 days following the beginning of the fiscal year for which the proper appropriation is not available, provide cFive with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed cFive under this Agreement as described above, if any. No penalty shall accrue to the Customer in the event of exercise of termination due to non-appropriation of funds. If this Agreement is terminated pursuant to this Section, the Customer agrees to grant cFive a right of first refusal to continue under the terms of this Agreement for a period of two years from the date of exercising rights under this Section should funds subsequently be appropriated. If funds should not become available within two years of said date, the Customer shall be free to contract with cFive or any other available source when they do become available.
11. **Intellectual Property Infringement Indemnification.** cFive will defend, indemnify and hold harmless the Customer and its employees from and against any third-party claim(s) that the cFive Software, the cFive Subscription or the Documentation infringes that third party's U.S. published patent, copyright or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which cFive consents). The Customer must notify

cFive promptly in writing of the claim. Nothing in this provision shall abridge or delegate the responsibility of the DuPage County State's Attorney's Office as Customer's legal representative nor shall it cause waiver of any defenses, privileges, or immunities which may be available to Customer in litigation. The State's Attorney shall not unreasonably withhold approval of an attorney recommended to him by an indemnifying party who meets his approval as a "special" assistant state's attorney for the purposes of the litigation and will likewise not unreasonably interfere with cFive's defense strategy. cFive's counsel, should it choose to retain one for litigation, shall keep the State's Attorney (or his designee) advised of all case developments on a bi-monthly basis. The Customer agrees to provide cFive with reasonable assistance, cooperation, and information in defending the claim, at cFive's expense. cFive's obligations under this Section will not apply to the extent the claim or adverse final judgment is based on: (a) the Customer's use of a previous version of the cFive Software or cFive Subscription and the claim could have been avoided had the Customer installed and used the current version of the cFive Software or cFive Subscription, and cFive provided written notice of that requirement to the Customer as well as a commercially reasonable timeframe within which to perform the version upgrade (which notice may be provided by publishing of a link on an applicable cFive Web site); (b) the Customer combining the cFive Software and/or cFive Subscription with any product or device not provided or approved by cFive in the Documentation or otherwise; (c) the alteration or modification of the cFive Software and/or cFive Subscription by the Customer or third parties at the Customer's direction without cFive's prior written consent; or (d) the Customer's willful infringement, including use of the cFive Software and/or cFive Subscription, after cFive notifies the Customer in writing to discontinue use due to such a claim; provided, however, that in the event of any third party infringement claim, cFive shall not require the Customer to discontinue use of the cFive Software or cFive Subscription during the pendency of such claim unless and until cFive, at its option, either: (i) procures the right for the Customer to continue its use of the cFive Software or cFive Subscription, as applicable, during cFive's defense of such claim; (ii) modifies the cFive Software or cFive Subscription, as applicable, to make same non-infringing while preserving substantially similar functionality as required under this Agreement; or (iii) replaces the cFive Software or cFive Subscription, as applicable, with a functional equivalent. If cFive receives information concerning an infringement or misappropriation claim related to the cFive Software and/or cFive Subscription, prior to the claim being filed, cFive may, at its expense and without obligation to do so, either: (a) procure for the Customer the right to continue use of the cFive Software and/or cFive Subscription, as applicable; (b) modify the cFive Software and/or cFive Subscription, as applicable, to make same non-infringing; or (c) replace the cFive Software and/or cFive Subscription, as applicable, with a functional equivalent, in which case the Customer will stop (i) running the allegedly infringing cFive Software and/or (ii) using the cFive Subscription immediately. Alternatively, cFive may decide to litigate the claim to judgment, in which case the Customer may continue to use the cFive Software and/or cFive Subscription, as applicable, consistent with the terms of this Agreement. If cFive decides to litigate an infringement or misappropriation claim related to the cFive Software or cFive Subscription, and the plaintiff is able to secure an injunction prior to a resolution on the merits, then cFive will either: (a) procure for the Customer the right to continue its use of the cFive Software and/or cFive Subscription, as applicable; (b) modify the cFive Software and/or cFive Subscription, as applicable, to make same non-infringing; or (c) replace the cFive Software and/or cFive Subscription, as applicable, with a functional equivalent. If an infringement or misappropriation claim is fully litigated and the Customer's use of the cFive Software and/or cFive Subscription, as applicable, is enjoined by a court of competent jurisdiction, then in addition to paying any adverse final judgment (or settlement to which cFive consents), cFive will, at its option, either: (a) procure the right for the Customer to continue its use of the cFive Software and/or cFive Subscription, as applicable; (b) modify the cFive Software and/or cFive Subscription, as applicable to make same non-infringing while preserving substantially similar functionality as required under this Agreement; (c) replace the cFive Software and/or cFive Subscription, as applicable, with a functional equivalent; or (d) terminate the Customer's cFive Subscription, in which

case cFive shall return all unused pre-paid fees to Customer within 30 days. cFive will diligently and in good faith pursue these actions in the order listed herein. This Section provides the Customer's exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims. Notwithstanding anything to the contrary in this Section, the provisions of this Section do not apply to any Third-Party Products or other intellectual property of any type created by any party other than cFive directly and cFive makes no representation, warranty or covenant in respect thereof.

12. **General Indemnification.** [Intentionally deleted].
13. **DISCLAIMER; LIMITATION OF LIABILITY; EXCLUSION OF CERTAIN DAMAGES.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CFIVE HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, CFIVE'S LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE CUSTOMER'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE LESSER OF (A) \$250,000; OR (B) THE AMOUNT OF ANNUAL FEES AS SET FORTH IN EXHIBIT H PRO RATED FOR THREE MONTHS OF THE ANNUAL FEES DUE OVER THE ANNUAL PERIOD OR PORTION THEREOF IMMEDIATELY PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE AS SET FORTH IN A WRITTEN NOTICE PROVIDED BY CUSTOMER TO CFIVE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTION 11. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CFIVE OR ITS EMPLOYEES, DIRECTORS, AGENTS, REPRESENTATIVES OR SHAREHOLDERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF ANY SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THIRD PARTY CLAIMS THAT ARE SUBJECT TO SECTION 11.
14. **Insurance.** During the course of performing services under this Agreement, cFive agrees to maintain the following levels of insurance: (a) aggregate Commercial General Liability of at least \$2,000,000 with a \$1,000,000 cap per occurrence; (b) Workers Compensation complying with applicable statutory requirements; and (c) Excess/Umbrella Liability of at least \$4,000,000. cFive will add the Customer as an additional insured to cFive's Commercial General Liability and Excess/Umbrella Liability policies. Upon the Customer's written request, cFive will provide the Customer with a certificate(s) of insurance identifying the Customer as a certificate holder. cFive agrees that its insurance will be primary on claims for which cFive is responsible. Copies of cFive's insurance policies are only available to the Customer in the event of a disputed or litigated claim.
15. **Additional Products and Services.** The Customer may purchase additional cFive products and services at the prices and/or rates set forth in the Investment Summary for the first 12 months from the Effective Date. If no rate is provided in the Investment Summary, the Customer may purchase additional cFive products and services at cFive's then current rates and prices. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided for in the Order Form.

16. **Dispute Resolution.** Each party agrees to notify the other in writing within 90 days of becoming aware of a dispute. The parties agree to cooperate to try to reasonably resolve all disputes. If requested by either party, a senior representative of each party will meet and engage in good faith negotiations; such representatives will convene within 90 days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable State rule. If the parties fail to resolve the dispute, the parties will proceed to non-binding mediation before a single mediator who is jointly selected by the parties. Said mediation will take place at Customer's facility (421 N. County Farm Road, Wheaton, Illinois 60187) or at the location chosen by the mediator, if located within 35 miles of Customer's facility. The cost of the mediation will be paid by the Parties, half paid by cFive and half by the Customer. The mediation shall be conducted by a single mediator selected by the parties. If the parties cannot agree on a mediator within fifteen (15) calendar days of delivery of written notice pursuant to this Section 16, the parties will promptly select a mutually acceptable mediation provider entity, which entity shall, as soon as practicable following such entity's selection, designate a mediator, who is a licensed attorney with general knowledge of contract law, has no ongoing business relationship with either party and, to the extent necessary to mediate the particular dispute, general knowledge of the software domain. Any mediator must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or security holder of either party. If such confirmation is not provided by the appointed mediator, then a replacement mediator shall be appointed by the mutually acceptable mediation provider entity. Nothing in this Section shall prevent either party from seeking necessary injunctive relief from a court of competent jurisdiction at any time.
17. **Taxes.** cFive's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases in connection with this Agreement. If cFive has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, cFive will invoice Customer and Customer will pay that amount unless Customer provides cFive with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, cFive is solely responsible for taxes assessable against it based on its taxable income.
18. **Subcontractors.** cFive is responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of this Agreement shall apply without qualification to any services performed provided by any cFive subcontractor. cFive reserves the right to subcontract work as it deems necessary to provide any Applicable cFive Deliverables.
19. **Binding Effect; No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, either parties' successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, the Customer's consent is not required for an assignment by cFive as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of cFive's assets.
20. **Force Majeure.** Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten Business Days after the Force Majeure event, the party whose performance is delayed shall provide the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
21. **No Intended Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of the parties. No third party will be deemed to be a beneficiary of this Agreement, no third party will have the right to make any claim or assert any right under this Agreement, and this Agreement shall not be

construed as providing an enforceable right to any third party. This provision does not affect the rights of third parties under any Third-Party Terms.

22. **Entire Agreement; Amendment; Conflicts.** This Agreement, in its final composite form (including its exhibits and schedules), constitutes the entire agreement between cFive and the Customer with respect to the subject matter hereof, and supersedes all prior negotiations, representations, agreements or understandings, either written, oral or expressed, between cFive and the Customer relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other agreements between the parties or of either party. Purchase orders submitted by the Customer, if any, are for the Customer's internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement shall be amended, modified or otherwise altered only by the written agreement and approval of both cFive and the Customer. Every amendment or addendum shall specify the date on which its provisions shall be effective.
23. **Severability.** If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be enforced to the fullest extent permitted by law.
24. **Waiver.** Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by the Customer shall not constitute a waiver.
25. **Independent Contractor.** In the performance of this Agreement, cFive shall act in its individual capacity and not as agent, employee, partner, joint venture or associate of the Customer. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever. cFive accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged by it in work authorized by this Agreement.
26. **Notices.** All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed to have been delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified or registered mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of a courier service delivery (e.g., Federal Express or similar service), return receipt signed by an employee or agent of the receiving party; or (d) upon receipt by sender of proof of email delivery at the address set forth on the signature page hereto or such other address as a party may have designated by proper notice to the other party. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
27. **News Releases, Public Statements, and/or Other Communications.** The Customer authorizes cFive to use Customer's name and any Customer trademark(s) or trade name(s) in any promotional or marketing material and for inclusion in any cFive customer list, without the prior disclosure by or approval of Customer. Any other use must be approved in writing by the parties.
28. **Confidentiality.**
 - (a) Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to Confidential Information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Each party agrees that it will not disclose any Confidential Information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement.

Each party further acknowledges that in the course of performing its obligations under this Agreement, each such party shall treat such Confidential Information with the same degree of care to avoid disclosure to any third party as is used with respect to its own information of like importance that is to be kept confidential. Without limiting the generality of the foregoing:

- (i) Each party and its agents, employees and subcontractors shall use such Confidential Information only as needed in the course of performing its obligations, or exercising its rights, under this Agreement and shall take commercially reasonable precautions to ensure the security and confidentiality of such Confidential Information.
 - (ii) Each party shall not disclose (nor allow its agents, employees and subcontractors to disclose) any Confidential Information collected, maintained or used in the course of performing its obligations, or exercising cFive's rights under this Agreement except as authorized by applicable law, either during the term of this Agreement or thereafter. Each party may only disclose Confidential Information only to its agents, employees and subcontractors who have a reasonable need to know such Confidential Information.
 - (iii) Confidential Information shall remain the property of the disclosing party. The parties will return or destroy all Confidential Information (including copies) received from the other within its possession, custody, or control promptly upon termination or expiration of this Agreement or upon an earlier written request. Within 30 days after such return or destruction the recipient shall certify in writing that such return or destruction has been accomplished. Notwithstanding the return or destruction of any Confidential Information, the parties shall be bound by their obligations of confidentiality in perpetuity.
 - (iv) All Confidential Information shall be and shall remain the sole property of the disclosing party.
- (b) Either party shall immediately report to the other party any requests for the other party's Confidential Information if the request is made to such party pursuant to a subpoena or similar process or a request pursuant to a state open records act or equivalent statute.
- (c) The parties' obligations under this Section shall not apply to information that:
- (i) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its agents, employees or subcontractors;
 - (ii) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
 - (iii) a party can establish by reasonable proof that it received such information from a third party who then had the right to disclose it to the receiving party.
- (d) Confidential Information shall not be deemed to be in the public domain merely because any part of such data is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public. A party may refuse to accept any particular Confidential Information under this Agreement if it determines such data is nonessential for the Project. No warranties of any kind are given with respect to Confidential Information disclosed under this Agreement or with respect to any use thereof.
29. **Governing Law; Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Without limiting the terms of the Dispute Resolution provision set forth in Section 16, a party shall bring any and all legal proceedings arising hereunder in the Eighteenth Judicial Circuit Court for the State of Illinois, Wheaton, Illinois.
30. **Multiple Originals and Authorized Signatures.** This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed,

scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed to be an original signature and will be fully enforceable as if an original signature.

31. **Cooperative Procurement.** To the maximum extent permitted by applicable law, cFive agrees that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. cFive reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
32. **Statutes.** Each and every provision of applicable law and clause required by such applicable law to be inserted in this Agreement shall be deemed by this reference to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party this Agreement shall be amended to make such insertion or correction.
33. **Care of Customer Property.** cFive shall be responsible for the proper care and custody of any Customer-owned personal tangible property and real property furnished for cFive's use in connection with cFive's performance of its obligations under this Agreement. Any property loss or damage to such property caused by cFive or its agents, employees or subcontractors, except for normal wear and tear, shall be resolved under the dispute resolution process set forth in Section 16.
34. **Change Orders.** If the parties want to make any changes to the scope of Applicable cFive Deliverables set forth in any Statement of Work or Order Form, they must do so in a writing signed by both parties.
35. **Ownership Rights; Work Product Use.** The Customer acknowledges that cFive or its third-party suppliers own all right, title and interest in the Applicable cFive Deliverables and other intellectual property developed in connection therewith, including but not limited to all worldwide copyrights, trade secrets, trademark, confidential and proprietary rights therein. To the extent that ownership of any rights or property described in the preceding sentence may not otherwise vest in cFive, Customer will take all necessary steps to properly assign to cFive, now or upon its creation without further consideration, the ownership of all such rights and property. Notwithstanding any provisions of this Agreement or any document executed in connection herewith, cFive may utilize freely any and all ideas, concepts, methods, know-how or techniques related to programming and processing of data, discovered or developed by cFive during the performance of Applicable cFive Deliverables. The Customer further agrees that it shall not (a) represent that it has ownership of any cFive trademarks; (b) at any time do, or cause to be done, any act or thing contesting, or in any way impairing cFive's right, title and interest in such trademarks; (c) remove from any Applicable cFive Deliverable any of such trademarks, copyright notices or other product identification; (d) affix to from any Applicable cFive Deliverable any other trade name or trademarks; or (e) use any of such trademarks on any advertisement, business card, sales brochure or other document available to the public without the prior written approval from a duly authorized representative of cFive. Notwithstanding any provisions of this Agreement or any other document entered into in connection herewith, cFive may utilize freely any and all ideas, concepts, methods, know-how or techniques related to programming and processing of data, discovered or developed by cFive during the performance of the Applicable cFive Deliverables.
36. **Survival.** Notwithstanding termination of this Agreement for any reason, Sections 6-9, 11-13, 16, 17, 19-29, 35, 36, all payment obligations of Customer in favor of cFive wherever set forth, and such other provisions as otherwise expressly or otherwise would reasonably be expected to survive termination shall survive the termination or expiration of this Agreement.

37. **Contract Documents.** This Agreement includes the following exhibits and schedules, which are incorporated into this Agreement by this reference:

- Exhibit A cFive Subscription Agreement
- Exhibit B Intentionally Blank
- Exhibit C cFive Professional Services Agreement
- Exhibit D cFive Maintenance Agreement
 - Schedule 1: cFive Software Covered By and Subject To Maintenance Agreement
- Exhibit E cFive Support Agreement
 - Schedule 1: Monthly Support Hours Allotment
- Exhibit F Maintenance and Support Process
 - Schedule 1: Designated Staff
- Exhibit G Third-Party Terms
- Exhibit H Investment Summary
- Exhibit I Statement of Work
- Exhibit J Escrow Agreement
- Exhibit K Invoicing and Payment Policy
- Exhibit L Order Form
- Exhibit M Contractual Provisions

[Signature page follows.]



IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

cFive Solutions, Inc.

County of DuPage Illinois

By: **Signature on file**

Name: James L Newman

Title: Senior Vice President

Date: 6-14-2023

By: **Signature on file**

Name: _____

Title: _____

Date: _____

Address for Notices:

cFive Solutions, Inc.
155 N Riverview Drive
Anaheim Hills, CA 92808
Attention: Contracts Administrator
Email: contracts@cfive.com

Address for Notices:

County of DuPage Illinois

Attention:
Email:

Exhibit B

cFive Subscription Agreement

cFive will provide the Customer with the cFive Subscription subject to the following additional terms and conditions. Capitalized terms used but not otherwise defined in this exhibit will have the meaning assigned to such terms in the Agreement to which this exhibit is appended.

1. **Subscription License Grant and Specific Restrictions.**

- a. Solely to the extent expressly identified and set forth in the Order Form, Statement of Work and/or Investment Summary, cFive grants to the Customer a non-exclusive, nontransferable, non-assignable and limited license for the term set forth therein to use the cFive Subscription for internal business purposes only. Thereafter, the term will renew automatically for additional one-year terms unless terminated in writing by either party at least 90 days prior to the end of the current term, unless the parties mutually agree in writing to some other notice period. The Customer's rights to use the cFive Subscription as licensed in this Section will commence upon payment in full of the cFive Subscription license fee(s) set forth in the Order Form, Statement of Work and/or Investment Summary, but cFive may suspend those rights (or take such further action as permitted by the Agreement) if the Customer does not comply with the terms of the Agreement, the exhibits and schedules thereto and/or the Documentation and the Customer does not correct that non-compliance within 15 days of cFive's notice of that non-compliance.
- b. Solely to the extent expressly identified and set forth in the Order Form, Statement of Work and/or Investment Summary, cFive grants to the Customer a non-exclusive, nontransferable, non-assignable and limited license for the term set forth therein to use and copy the Documentation for internal, non-commercial reference purposes only on the same basis as set forth for the cFive Subscription as in Section 1(a).

2. **General Terms For cFive Subscription.**

- a. In no event shall cFive be responsible for the supply, installation or proper functioning of Third-Party Products (including, but not limited to, hardware, network, or other software or products) not supplied by cFive.
- b. The license terms herein or in the Agreement apply to updates and Enhancements cFive provides or makes available to the Customer through the Maintenance Agreement or other agreements between the parties.
- c. The Customer may not: (a) transfer or assign the cFive Subscription to a third party; (b) reverse engineer, decompile, or disassemble the cFive Subscription or any cFive Software; (c) rent, lease, lend, or provide commercial hosting services with the cFive Subscription or any cFive Software; or (d) publish or otherwise disclose the cFive Subscription or Documentation to third parties. cFive reserves all rights to the cFive Subscription, cFive Software, and Documentation not expressly granted to the Customer in the Agreement or this exhibit. The cFive Subscription, cFive Software, and Documentation are protected by copyright and other intellectual property laws and treaties. cFive owns the title, copyright, and other intellectual property rights in the cFive Subscription, cFive Software, and the Documentation.
- d. Use of Data. cFive will retain rights to use Customer data entered in the cFive Subscription without personal identifiable information for their generic analysis and re-marketing purposes.
- e. The Customer agrees to pay to cFive the license and other fees itemized in the Order Form, Statement of Work and/or Investment Summary in accordance with such forms, the Invoicing and Payment Policy, and other terms of the Agreement. Increases to the Customer's unit price after the initial term for cFive Subscription licensed on a subscription basis will be limited to an

annual escalation price of not more than 7%. cFive will notify the Customer no later than 90 days prior to the current year subscription expiration of increases anticipated in the next year.

- f. The Customer may not copy, modify, adapt, or create derivative works of the cFive Software or cFive Subscription or incorporate the cFive Software or cFive Subscription in computer programs not provided by cFive. In the event of any unauthorized modification, adaptation or creation of a derivative work of the cFive Software or cFive Subscription, cFive reserves the right to terminate this Agreement or discontinue any warranty or support service in relation to such adapted or modified cFive Software, cFive Subscription, or derivative work thereof.
- g. The Customer acknowledges that cFive owns all rights, title and interest in the cFive Software and cFive Subscription, including but not limited to all worldwide copyrights, trade secrets, trademark, confidential and proprietary rights therein. Customer also acknowledges that the cFive Software and cFive Subscription contain proprietary information belonging to cFive, and that nothing herein gives Customer any right, title or interest in the cFive Software or cFive Subscription except for Customer's limited express rights pursuant to Section 1 of this exhibit.
- h. The use of the cFive Subscription is subject to the terms of the Documentation as the same may be modified from time to time via email notice to Customer or by Web posting on support.cfive.com/support/login.
- i. The cFive Subscription shall be considered accepted for all purposes (“cFive Subscription Acceptance”) upon the earlier of: (a) notification by Customer to cFive that the cFive Subscription is in compliance with the Documentation, by delivering a notice to cFive confirming such acceptance; or (b) completion of user training by cFive. If the cFive Subscription has the above-noted material non-conformity, Customer shall promptly notify cFive in writing and cFive shall attempt to correct such nonconformity. If after a reasonable period of time cFive is unable to correct such nonconformity in the cFive Subscription, Customer may, as its sole and exclusive remedy, invoke the termination provisions of Section 9 of the Agreement.
- j. cFive warrants that the cFive Subscription will be without Confirmed Defect(s) from the cFive Subscription Acceptance date and thereafter as long as the Customer is receiving the cFive Subscription in accordance with the terms of this Agreement and is in full compliance with the terms of the Agreement. If the cFive Subscription does not perform as warranted above, cFive will use commercially reasonable efforts to cure the Confirmed Defect or otherwise provide the Customer with a functional equivalent so long as the Customer is providing to cFive necessary access, information, testing time, and support including remote access. Notwithstanding anything herein to the contrary, cFive does not warrant that the cFive Subscription shall be free from interruption, minor defects or errors that do not materially affect performance (which minor defects or errors may not be corrected by cFive) or that the cFive Subscription is designed to meet all of the Customer’s business needs.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, CFIVE MAKES NO WARRANTY WITH RESPECT TO COMPUTER SYSTEMS OR THIRD-PARTY SOFTWARE, THIRD-PARTY PRODUCTS OR ANY DATA. CFIVE EXPRESSLY DISCLAIMS ALL WARRANTIES FOR COMPUTER SYSTEMS, DATA, THIRD-PARTY PRODUCTS AND THIRD-PARTY SOFTWARE, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

For the avoidance of doubt, to the extent any Third-Party Software is embedded in the cFive Subscription, the Customer’s warranty rights are limited to cFive’s defect resolution obligations set forth in the Agreement; the Customer does not have separate rights against any developer or



owner of Third-Party Products in connection with the Agreement.

Exhibit B

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Exhibit C

cFive Professional Services Agreement

cFive will provide Customer with professional services pursuant to the terms of this Professional Services Agreement. Capitalized terms used but not otherwise defined in this exhibit will have the meaning assigned to such terms in the Agreement to which this exhibit is appended.

- cFive Deliverables; Scope; Scheduling.** cFive will provide Customer the cFive Deliverables in accordance with this Professional Services Agreement and an associated Order Form, pursuant to the rates specified on such Order Form. cFive and Customer, acting through their respective project managers, will agree on a project plan and schedule for all cFive Deliverables, with such schedule to be documented as part of the Order Form. In consideration for the commitment by cFive to assign staff to Customer's project in accordance with the agreed project plan and schedule, Customer agrees to conform to all project scheduling, to meet Customer responsibilities on time once a schedule is confirmed by both parties' project managers, and to promptly and diligently review all cFive Deliverables and other materials provided by cFive. Customer's purchases of cFive Professional Services are not contingent on the delivery of any future functionality or features of any cFive Software, or dependent on any oral or written public comments made by cFive regarding future functionality or features of any cFive Software. cFive does not provide maintenance or support of cFive Software Deliverable unless cFive and Customer enter into a separately scoped and priced maintenance or support agreement related to such cFive Software Deliverables.
- Change Orders and Additional Services.** Any change(s) to the scope of cFive Professional Services as specified in an Order Form, even if such change(s) have no impact on the estimated price, must be approved in an addendum or amendment to the original Order Form, specifying the revised scope and revised estimated price if applicable, and signed by Customer and cFive. Any requests by Customer for additional cFive Professional Services outside of the scope specified in an Order Form must be either (i) set forth in an addendum or amendment to an existing Order Form, specifying the additional scope and estimated price, and signed by Customer and cFive, or (ii) set forth in a new Order Form, specifying the additional scope and estimated price, signed by Customer and cFive. A change order or request for additional services may require the development of specific requirements to provide a response to Customer in connection with the change order or request for additional services. Customer understands and agrees that Customer will be charged for the development of requirements by cFive if, following notice to Customer, Customer instructs cFive to proceed with requirements gathering and definition, whether or not Customer ultimately requests cFive to perform all or a part of such work.
- Project Delays; Rescheduling; Cancellations.** In the event the delivery of any cFive Deliverable is delayed beyond the time set forth in any Order Form as a result of Customer's actions or failure to act, then cFive may, in its sole discretion and upon notice to Customer (and notwithstanding any other provision of this Professional Services Agreement or any other document entered into in connection herewith), (a) increase the scope and amount of the cFive Professional Services (including, without limitation, any project management services) to be provided to Customer in relation to the effect on the project from such delay and (b) deem the commencement date for cFive Deliverables (including, without limitation, the commencement of any maintenance or support agreements separately scoped and priced in relation to any cFive Software Deliverable) impacted by such delay to occur as of the date such cFive Deliverables would have been delivered absent the occurrence of such delay (for example, if a maintenance period on cFive Software was expected to start at an initially scheduled go live date, but go live is delayed due to Customer's actions or failure to act, then the maintenance period and associated maintenance payments will remain associated with the originally scheduled go live date despite the actual later go live date); provided, however, that in the event there is a cap on the overall amount that Customer may be charged for cFive Deliverables that is legally binding

against cFive, in lieu of exceeding such cap cFive may elect in its sole discretion upon notice to Customer to reduce the scope or term of any cFive Deliverables provided to Customer in order to implement any of cFive's rights pursuant to clauses (a) and (b) in this Section. If Customer cancels cFive Professional Services with less than 30 Business Days advance written notice to cFive (other than for breach of this Professional Services Agreement by cFive), Customer will be liable for all (a) non-refundable travel expenses incurred by cFive on Customer's behalf related to such canceled cFive Professional Services (whether such travel has actually occurred or not), and (b) daily fees associated with cancelled cFive Professional Services if upon such cancellation cFive is, using commercially reasonable efforts, unable to reassign personnel scheduled to perform cFive Professional Services for Customer to other billable projects. cFive will make commercially reasonable efforts to reassign its personnel to other billable projects in the event Customer cancels within 30 Business Days of scheduled commitments.

4. **Invoicing and Payment.** cFive will periodically invoice Customer for all fees set forth in an Order Form, including for time incurred providing professional services based on rates set forth in an Order Form. Invoices are generated at the time of delivery by cFive of cFive Deliverables and not at the time of cFive Deliverables acceptance by Customer. Payment for undisputed invoices is due within 60 days from the invoice date. A late fee shall be charged by cFive on overdue accounts not paid to cFive as provided under this Section at the rate of one percent (1.00%) per month or part thereof commencing with the date payment was due unless such late fee is restricted, prohibited, or limited by applicable law. In the event that late fees are by law restricted, limited, or prohibited, the parties agree that the fees intended hereby will not exceed such legal limit and that neither party will hold the other liable for any unintended violation of such limits.
5. **Invoice Disputes.** If Customer disputes one or more fees identified on an invoice, because the fees relate to services that Customer contends do not conform to the terms in this Professional Services Agreement, Customer will give cFive written notice of such dispute within thirty (30) days of its receipt of the applicable invoice. The written notice must contain reasonable detail of the issue(s) Customer contends are in dispute so that cFive can confirm the issue(s) and respond to Customer's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in Customer's notice. cFive will work with Customer as may be reasonably necessary to develop an action plan that outlines commercially reasonable steps to be taken by each party to resolve any issue(s) presented in Customer's notice. Customer may withhold payment of the amount(s) invoiced which are, in good faith, actually in dispute, and only those amounts, until cFive completes the action items outlined in such action plan. If cFive is unable to complete the action items outlined in the action plan because of Customer's failure to complete the items agreed to be done by Customer, and Customer does not rectify that failure within five Business Days after cFive has notified Customer of such failure, then cFive may demand immediate full payment of the disputed invoice and Customer shall pay such invoice in full within five Business Days. cFive reserves the right to suspend performance and delivery of all services, including cFive Professional Services and maintenance and support services pursuant to any separate Maintenance Agreement and/or Support Agreement(s), if Customer fails to pay an invoice not disputed as described above within five Business Days of notice of cFive's intent to do so. Customer's payment of an invoice for cFive Deliverables does not constitute acceptance of cFive Deliverables that subsequently are the subject of any applicable warranty claim pursuant to the warranty provisions of this Professional Services Agreement.
6. **Intellectual Property Infringement Indemnification.** cFive will defend, indemnify, and hold harmless Customer and its employees from and against any third-party claim(s) that cFive Software, cFive Software Deliverables or Documentation infringes that third party's U.S. published patent, copyright or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which cFive consents). Customer must notify cFive

promptly in writing of the claim. Nothing in this provision shall abridge or delegate the responsibility of the DuPage County State's Attorney's Office as Customer's legal representative nor shall it cause waiver of any defenses, privileges, or immunities which may be available to Customer in litigation. The State's Attorney shall not unreasonably withhold approval of an attorney recommended to him by an indemnifying party who meets his approval as a "special" assistant state's attorney for the purposes of the litigation and will likewise not unreasonably interfere with cFive's defense strategy. cFive's counsel, should it choose to retain one for litigation, shall keep the State's Attorney (or his designee) advised of all case developments on a bi-monthly basis. Customer agrees to provide cFive with reasonable assistance, cooperation, and information in defending the claim, at cFive's expense. cFive's obligations under this Section will not apply to the extent the claim or adverse final judgment is based on: (a) Customer's use of cFive Software that is not Supported cFive Software and the claim could have been avoided had Customer installed and used Supported cFive Software, and cFive provided written notice of that requirement to Customer as well as a 30 Business Day time frame within which to perform the version upgrade (which notice may be provided by publishing of a link on an applicable cFive Web site); (b) Customer combining cFive Software and/or cFive Software Deliverables with any product or device not provided or approved in the Documentation or otherwise in writing by cFive; (c) the alteration or modification of cFive Software and/or cFive Software Deliverables by Customer or third parties at Customer's direction without cFive's prior written consent; or (d) Customer's willful infringement, including use of cFive Software and/or cFive Software Deliverables, after cFive notifies Customer in writing to discontinue use due to such a claim; provided, however, that in the event of any third party infringement claim, cFive shall not require Customer to discontinue use of cFive Software or cFive Software Deliverables during the pendency of such claim unless and until cFive, at its option, either: (i) procures the right for Customer to continue its use of cFive Software or cFive Software Deliverables, as applicable, during cFive's defense of such claim; (ii) modifies cFive Software or cFive Software Deliverables, as applicable, to make cFive Software or cFive Software Deliverables non-infringing while preserving substantially similar functionality; or (iii) replaces cFive Software or cFive Software Deliverables, as applicable, with a functional equivalent. If cFive receives information concerning an infringement or misappropriation claim related to cFive Software and/or cFive Software Deliverables, prior to the claim being filed, cFive may, at its expense and without obligation to do so, either: (a) procure for Customer the right to continue use of cFive Software and/or cFive Software Deliverables, as applicable; (b) modify cFive Software and/or cFive Software Deliverables, as applicable, to make cFive Software or cFive Software Deliverables non-infringing; or (c) replace cFive Software and/or cFive Software Deliverables, as applicable, with a functional equivalent, in which case Customer will immediately stop (i) running the allegedly infringing cFive Software and/or (ii) using cFive Software Deliverables. Alternatively, cFive may decide to litigate the claim to judgment, in which case Customer may continue to use cFive Software and/or cFive Software Deliverables, as applicable, consistent with the terms of this Professional Services Agreement. If cFive decides to litigate an infringement or misappropriation claim related to cFive Software or cFive Software Deliverables, and the plaintiff is able to secure an injunction prior to a resolution on the merits, then cFive will either: (a) procure for Customer the right to continue its use of cFive Software and/or cFive Software Deliverables, as applicable; (b) modify cFive Software and/or cFive Software Deliverables, as applicable, to make same non-infringing; or (c) replace cFive Software and/or cFive Software Deliverables, as applicable, with a functional equivalent. If an infringement or misappropriation claim is fully litigated and Customer's use of cFive Software and/or cFive Software Deliverables, as applicable, is enjoined by a court of competent jurisdiction, then in addition to paying any adverse final judgment (or settlement to which cFive consents), cFive will, at its option, either: (a) procure the right for Customer to continue its use of cFive Software and/or cFive Software Deliverables, as applicable; (b) modify cFive Software and/or cFive Software Deliverables, as applicable to make same non-infringing while preserving substantially similar functionality as required under this Agreement; or (c) replace cFive Software and/or cFive Software Deliverables, as applicable, with a

functional equivalent. cFive will diligently and in good faith pursue these actions in the order listed herein. This Section provides Customer's exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims. Notwithstanding anything to the contrary in this Section, the provisions of this Section do not apply to any Third-Party Products or other intellectual property of any type created by any party other than cFive directly and cFive makes no representation, warranty, or covenant in respect thereof.

7. **General Indemnification. [Intentionally deleted].** .
8. **Ownership Rights and Use.** Customer acknowledges that cFive or its third-party suppliers own all right, title, and interest in the cFive Deliverables and other intellectual property developed in connection therewith, including but not limited to all worldwide copyrights, trade secrets, trademark, confidential and proprietary rights therein. To the extent that ownership of any rights or property described in the preceding sentence may not otherwise vest in cFive, Customer will take all necessary steps to properly assign to cFive, now or upon its creation without further consideration, the ownership of all such rights and property. Customer further agrees that it shall not (a) represent that it has ownership of any cFive trademarks; (b) at any time do, or cause to be done, any act or thing contesting, or in any way impairing cFive's right, title and interest in such trademarks; (c) remove from any cFive Deliverable any of such trademarks, copyright notices or other product identification; (d) affix to any cFive Deliverable any other trade name or trademarks; or (e) use any of such trademarks on any advertisement, business card, sales brochure or other document available to the public without the prior written approval of cFive. Notwithstanding any provisions of this Professional Services Agreement or any other document entered into in connection herewith, cFive may utilize freely any and all ideas, concepts, methods, know-how or techniques related to programming and processing of data, discovered or developed by cFive during the performance of cFive Professional Services and delivery of cFive Deliverables.
9. **Warranty.** cFive will perform the cFive Professional Services for Customer under this Professional Services Agreement in a commercially reasonable manner. In the event Customer believes cFive Professional Services do not conform to this warranty, Customer will notify cFive in writing of such alleged breach of such warranty within five Business Days of the discovery of such a breach after the completion of each such cFive Deliverable that is identified in the applicable Order Form or other relevant document, setting forth in reasonable detail the reasons Customer believes cFive Professional Services were not performed in a commercially reasonable manner. If cFive agrees with Customer that cFive Professional Services did not conform to this warranty, then cFive will re-perform the deficient cFive Professional Services or, at its option, refund the fees paid by Customer for such applicable deficient cFive Professional Services. cFive shall not be responsible or liable for any failures associated with determining the scope of the cFive Professional Services or determining whether the cFive Deliverables will achieve Customer's business objectives. Except as otherwise expressly set forth herein, cFive makes no guarantees or representations as to the results of the cFive Deliverables or cFive Professional Services.

OTHER THAN AS EXPRESSLY SET FORTH ABOVE, CFIVE DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO CUSTOMER, ANY OF ITS AFFILIATES OR ANY OTHER PARTY WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

10. **Site Access and Requirements.** Customer will provide cFive with full and free access to its personnel, facilities, and equipment as may be reasonably necessary for cFive to provide cFive

Professional Services, subject to any reasonable security protocols or other written policies provided to cFive. For onsite work, as applicable, Customer will provide a reasonably suitable environment, location, and space for the installation of cFive Software, cFive Software Deliverables, and any Third-Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of cFive Software Deliverables and any Third-Party Products. Customer is responsible for ensuring satisfactory Third-Party Product requirements required to run cFive Software Deliverables.

11. **Progressive Acceptance.** When cFive has delivered any portion of a cFive Deliverable subject to acceptance criteria defined in an Order Form, cFive will notify Customer (“Notice of Completion”) and request review and acceptance of the cFive Deliverable listed in such Notice of Completion. Customer shall promptly commence performing any required review or acceptance tests to determine whether the specified cFive Deliverables meet any acceptance criteria specified in the Order Form (“Acceptance Test”). Absent written notice from Customer rejecting the cFive Deliverable (“Notice of Rejection”), which shall be delivered by Customer to cFive within five Business Days from the Notice of Completion, the cFive Deliverables shall be deemed immediately accepted by Customer at the end of such period. Any Notice of Rejection shall specify in reasonable detail in which respects the cFive Deliverables failed the Acceptance Test. Customer shall first provide cFive the opportunity to make corrections and modifications to the cFive Deliverables, at cFive’s expense, within ten Business Days from the date of receipt of Customer’s Notice of Rejection. cFive shall notify Customer when such corrections and modifications have been made and Customer shall commence re-testing such cFive Deliverables as quickly as possible. If the cFive Deliverables still fail to pass the Acceptance Test, Customer and cFive shall repeat this process; provided, however, if the cFive Deliverables still fail to pass the Acceptance Test after 90 Business Days from cFive’s initial receipt of Customer’s first Notice of Rejection, Customer shall promptly notify cFive in writing and shall have the right, at its option, to cancel cFive Professional Services by giving immediate written notice of such cancelation to cFive.

Exhibit D

cFive Maintenance Agreement

cFive will provide Customer with maintenance for Supported cFive Software listed in Schedule 1 pursuant to the terms of this Maintenance Agreement. Capitalized terms used but not otherwise defined in this exhibit will have the meaning assigned to such terms in the Agreement to which this exhibit is appended.

1. **Maintenance.** During the term in which this Maintenance Agreement is in effect, as part of resolving Confirmed Defects pursuant to this Maintenance Agreement, cFive will provide Customer with cFive Software Updates for Supported cFive Software pursuant to the terms herein.
 - a. Notwithstanding anything to the contrary contained herein, this Maintenance Agreement will be in effect only during periods of the term in which Customer is current on all undisputed invoices from cFive to Customer (whether such invoices relate to this Maintenance Agreement or to any other agreement between cFive and Customer).
 - b. All support for cFive Software will be provided pursuant to the terms of the Support Agreement. Any maintenance outside the scope of this Maintenance Agreement, or any additional cFive services, will be provided pursuant to the terms of the Professional Services Agreement.
 - c. cFive, in its sole discretion, may determine that new functionality in cFive Software comprises a new product or module. New products or modules are not included as cFive Software Updates under this Maintenance Agreement and must be separately licensed by Customer. Such separate license may entail additional license and service fees. Customer will not be charged for a new product or module, or for any additional services related thereto, without a new Order Form authorized by Customer.
 - d. Under no circumstances does cFive represent or warrant that all Defects or Confirmed Defects can or will be corrected.
 - e. Schedule 1 to this Maintenance Agreement lists cFive Software covered by and subject to this Maintenance Agreement. The Investment Summary in Exhibit H lists the fees and payment obligations related to this Maintenance Agreement.
2. **Software Covered by Maintenance.** cFive's obligations under this Maintenance Agreement shall extend only to Supported cFive Software that is listed in Schedule 1 to this Maintenance Agreement.
 - a. cFive has no obligations under this Maintenance Agreement to provide any maintenance for any future cFive Software Deliverables purchased by Customer unless Customer and cFive first agree in writing to explicitly include such as Supported cFive Software by specifically listing such in Schedule 1 to this Maintenance Agreement and updating the maintenance fees in the Investment Summary in Exhibit H (with such additional fees to be paid by Customer prior to such additional maintenance becoming effective).
 - b. If Customer desires maintenance for cFive Software that is not Supported cFive Software (including, without limitation, Enhancements or earlier versions of cFive Software that are not Supported cFive Software), such maintenance may be provided for additional fees. In general, for additional fixed fees, cFive is able to offer maintenance on unmodified cFive Software Deliverables it has developed and entirely controls, such as most Enhancements. However, in general, cFive is unable to offer maintenance for additional fixed fees on cFive Software Deliverables it has developed but does not entirely control, such as interfaces dependent on Third-Party Software. In the event Customer desires maintenance of cFive Software Deliverables and cFive is unable to offer such maintenance for additional fixed fees, cFive may

provide such maintenance services on a time and materials basis pursuant to the terms of the Professional Services Agreement. In addition, in the event Customer desires maintenance of earlier versions of cFive Software that are not Supported cFive Software, cFive may provide at its discretion such maintenance services on a time and materials basis pursuant to the terms of the Professional Services Agreement.

3. **cFive Responsibilities.** cFive will use commercially reasonable efforts to provide maintenance for Supported cFive Software pursuant to the terms of this Maintenance Agreement and the Maintenance and Support Process, and cFive will:
 - a. provide (i) a complete, installable copy of each cFive Software Update that Customer can install in up to three non-production Customer software environments, along with, if applicable, installation and release documentation, and (ii) a complete, installable copy of each Software Update that can be installed in one production Customer software environment;
 - b. perform cFive's maintenance obligations in a professional manner to resolve Confirmed Defects in Supported cFive Software;
 - c. maintain personnel that are sufficiently trained to be familiar with Supported cFive Software;
 - d. provide Customer with a copy of cFive Software Updates in accordance with cFive's release schedule (generally 2 to 4 version releases per year), along with the documentation that cFive makes generally available; and
 - e. provide remote Defect diagnosis and Confirmed Defect resolution using a widely available third-party secure connectivity tool designated by cFive, subject to any reasonable applicable security protocols.

If, in the process of diagnosing a maintenance issue, cFive discovers that a Third-Party Product is the cause of a reported issue, cFive will notify Customer so that Customer may (i) contact the support agency for such Third-Party Product, and (ii) resolve such Third-Party Product issue.

4. **Maintenance Exclusions.** cFive has no obligations under this Maintenance Agreement to provide maintenance, support, or services that are outside the scope of this Maintenance Agreement. Maintenance, support, and services that are outside the scope of this Maintenance Agreement include, without limitation, the following:
 - a. design, development, installation, implementation, configuration, testing, maintenance, or support for any Enhancements, modifications or interfaces;
 - b. implementation, configuration, testing, maintenance, integration of, or support for any Third-Party Products;
 - c. installation of cFive Software or cFive Software Updates on any environments other than the one non-production software environment described in the Support Agreement;
 - d. implementation or deployment of cFive Software or cFive Software Updates;
 - e. training, consulting, or other services including, without limitation, Customer data cleanup, Customer data migration, or configuration of cFive Software or cFive Software Updates;
 - f. onsite issue diagnosis, maintenance, or support;
 - g. support of cFive Software (such support to be provided pursuant to the terms of a separate Support Agreement) or professional services (such professional services to be provided pursuant to the terms of a separate Professional Services Agreement);
 - h. changes to cFive Software required as a result of changes in any applicable law or regulation;
 - i. integration of cFive Software with any Third-Party Software, including, without limitation,

design, development, testing, maintenance, or support of any interface between cFive Software and Third-Party Software;

- j. program management, project management, or any recurring meetings or calls; and
- k. data recovery services, regardless of the cause of data loss.

If Customer or its vendors other than cFive modifies cFive Software without cFive's prior written consent, then cFive will have no further obligation to provide maintenance on such cFive Software notwithstanding anything herein to the contrary.

5. **Customer Responsibilities.** During the term in which this Maintenance Agreement is in effect, Customer will:
- a. assign one Customer Executive, two Designated Staff, and one System Administrator;
 - b. follow cFive's Maintenance and Support Process;
 - c. adhere to cFive minimum specifications and requirements for Customer's Third-Party Products (understanding and acknowledging that implementation of cFive Software Updates may require Customer to upgrade its Third-Party Products), and perform all tasks necessary to manage Customer's Third-Party Products including, without limitation, installing and maintaining all required Third-Party Software on Customer's hardware;
 - d. maintain current and appropriate Maintenance Agreement and/or Support Agreements for all Third-Party Products associated with cFive Software;
 - e. provide ongoing internal Tier 1 support for all Customer's users by establishing and maintaining an internal help desk or its equivalent staffed with Customer subject matter experts who are knowledgeable of cFive Software, Customer's infrastructure and relevant Third-Party Products, and Customer's operations and business processes;
 - f. diagnose and attempt to resolve all issues via Customer's internal Tier 1 support to eliminate any issues not caused by Defects prior to reporting any issue to cFive (issues that are not Defects include, without limitation, problems caused by Third-Party Products, insufficient or incorrect user training, Customer custom configurations, Customer business process changes, and Customer data problems);
 - g. provide complete Defect Documentation concurrent with reporting an issue that is a suspected Defect;
 - h. be responsible for installation, integration, and training with respect to each cFive Software Update (including, without limitation, installing cFive Software Updates in Customer software environments other than the one Customer testing (non-production) software environment specified in the Support Agreement);
 - i. perform, at a minimum, daily database backups and periodically verify that such backups are restorable;
 - j. allow cFive remote access using a widely available third-party secure connectivity tool designated by cFive;
 - k. maintain a high-speed Internet connection capable of connecting cFive to Customer's server(s) and maintain a VPN accessible to cFive for connectivity purposes; and
 - l. provide multiple cFive personnel with login accounts and local administrative privileges as cFive may reasonably require to provide remote Defect diagnosis and Confirmed Defect resolution, and provide access to servers, equipment, information, logs, infrastructure, and other resources that



cFive may reasonably request.

If third-party participation and cooperation is required for the performance of Customer responsibilities, Customer shall be responsible for securing such participation and cooperation. Notwithstanding anything to the contrary contained herein, this Maintenance Agreement shall cease to be in effect for any period during which Customer fails to comply with all of its responsibilities as detailed in this Section, and the Maintenance Agreement shall again be in effect only after Customer cures all areas of non-compliance with its responsibilities.



**Schedule 1 to cFive Maintenance Agreement:
cFive Software Covered By and Subject To Maintenance Agreement**

Supported cFive Software is limited to (i) the current and immediately preceding version of cFive Software, where each major or minor release of cFive Software is a version, plus (ii) Enhancements listed in the Investment Summary as of the Effective Date. No other software (including, without limitation, all modifications and interfaces) is covered by and subject to the Maintenance Agreement.

Exhibit E

cFive Support Agreement

Provided the Maintenance Agreement is in effect, cFive will provide Customer with support, pursuant to the terms of this Support Agreement, for Supported cFive Software listed in Schedule 1 of the Maintenance Agreement. Capitalized terms used but not otherwise defined in this exhibit will have the meaning assigned to such terms in the Agreement to which this exhibit is appended.

1. **Support.** During the term in which this Support Agreement is in effect, cFive will provide support, pursuant to the terms herein, related to Supported cFive Software listed in Schedule 1 of the Maintenance Agreement.
 - a. cFive will provide Customer with support, during Business Hours unless otherwise arranged pursuant to the terms of the Maintenance and Support Process, of Supported cFive Software up to the point each month that aggregate hours expended by all cFive staff in connection with such support in a given calendar month meet but do not exceed the Monthly Support Hours Allotment. All cFive staff expending time in connection with a support issue will record such time in fifteen-minute increments beginning from the time assistance is provided, and all such time will be aggregated and periodically compared to the Monthly Support Hours Allotment. Any additional support in excess of the Monthly Support Hours Allotment can be requested by Customer and provided by cFive pursuant to the Professional Services Agreement.
 - b. Time expended by cFive staff diagnosing and resolving a Confirmed Defect that is ultimately determined by cFive to be a Severity 1, Severity 2, Severity 3 or Severity 4 issue (as defined in the Maintenance and Support Process) is maintenance covered by the Maintenance Agreement and will not be counted against the Monthly Support Hours Allotment. Time expended by cFive staff related to any issue that is ultimately determined by cFive to be a Severity 5 issue (as defined in the Maintenance and Support Process) is not maintenance and will be counted against the Monthly Support Hours Allotment.
 - c. The Monthly Support Hours Allotment is a fixed amount applicable to each calendar month, and the Monthly Support Hours Allotment resets on the first calendar day of each month (there is no rollover of unused support hours from one month to the next).
 - d. If Customer desires a higher Monthly Support Hours Allotment, such higher Monthly Support Hours Allotment may be provided for additional fees. Such a change would result in updating Schedule 1 to the Support Agreement to reflect the higher Monthly Support Hours Allotment and updating the support fees in the Investment Summary in Exhibit H (with such additional fees to be paid by Customer prior to such higher Monthly Support Hours Allotment becoming effective).
 - e. Schedule 1 to this Support Agreement states the Monthly Support Hours Allotment available to Customer. The Investment Summary in Exhibit H lists the fees and payment obligations related to this Support Agreement.
2. **cFive Responsibilities.** cFive will provide support for Supported cFive Software pursuant to the terms of this Support Agreement and the Maintenance and Support Process, and cFive will use commercially reasonable efforts to:
 - a. if Monthly Support Hours Allotment is 30 or more hours, assign a Support Account Manager who will be the primary point of contact for Designated Staff and who will coordinate provision of cFive support to Customer;
 - b. install cFive Software Updates on one agreed upon Customer testing (non-production) software environment;

- c. perform cFive’s support obligations in a professional manner;
 - d. maintain personnel that are sufficiently trained to be familiar with Supported cFive Software; and
 - e. provide remote support services using a widely available third-party secure connectivity tool designated by cFive, subject to any reasonable applicable security protocols.
3. **Support Exclusions.** cFive has no obligations under this Support Agreement to provide maintenance of any kind, or to provide support or services that are outside the scope of this Support Agreement, including any support in excess of the Monthly Support Hours Allotment. Support and services that are outside the scope of this Support Agreement include, without limitation, business analysis, consulting, data cleanup or migration, development or code modification related to Enhancements or interfaces, project management (including any recurring meetings), report development, and training. Any support outside the scope of this Support Agreement, or any additional cFive services, will be provided pursuant to the terms of the Professional Services Agreement.
4. **Customer Responsibilities.** During the term in which this Support Agreement is in effect, Customer will have the same responsibilities as Customer has under the Maintenance Agreement.



**Schedule 1 to cFive Support Agreement:
Monthly Support Hours Allotment**

Customer's Monthly Support Hours Allotment is 8 hours.

Exhibit F

Maintenance and Support Process

This Maintenance and Support Process supplements the Maintenance Agreement and the Support Agreement. Capitalized terms used but not otherwise defined in this exhibit will have the meaning assigned to such terms in the Agreement to which this exhibit is appended.

Support Resources

Resources and documentation are available on the cFive Website (<https://www.cfive.com/support/>), or other location as may be designated from time to time, to assist in Customer's provision of its Tier 1 support.

Support Channels

cFive provides the following channels of support for use by Designated Staff to report issues in connection with Supported cFive Software:

- a. Online submission via cFive Connect: Designated Staff can create issues through cFive Connect available on the cFive Website (<https://www.cfive.com/support/>); and
- b. Telephone: For urgent Severity 1 and Severity 2 issues, Designated Staff may utilize telephone support subject to cFive's support availability described below.

Support Availability

Maintenance under the Maintenance Agreement and support under the Support Agreement are each provided only during Business Hours.

After Hours Support

Upon Customer request, cFive will provide After Hours Support pursuant to the terms of this paragraph. Any maintenance or support requested by Customer to be rendered by cFive outside of Business Hours will be provided at cFive's then-current After Hours Support rates (cFive maintains a list of rates that are updated periodically). After Hours Support is provided in one-hour minimum increments (the minimum amount of billable time for maintenance or support outside of Business Hours is one complete hour even if such maintenance or support requires less than one hour of work). Response to support requests outside of Business Hours is offered without any targeted response time by cFive notwithstanding anything herein to the contrary.

cFive Personnel: Maintenance

For customers with a cFive maintenance agreement in effect, maintenance consists of four types of personnel:

- a. Maintenance and Support Representatives are responsible for responding to and coordinating resolution of issues.
- b. Maintenance and Support Engineers are development staff responsible for providing technical assistance to Maintenance and Support Representatives to help diagnose and resolve issues. Customer's interactions with Maintenance and Support Engineers will be limited to contact initiated by Maintenance and Support Engineers in connection with providing maintenance and support.



- c. Maintenance and Support Manager is responsible for managing Maintenance and Support Representatives.
- d. cFive Executive is responsible for customer satisfaction.

cFive Personnel: Support

For customers with a cFive maintenance agreement in effect and an active cFive support agreement in effect that includes a Monthly Support Hours Allotment of 30 hours or more, maintenance and support consists of five types of personnel: (i) the four types of personnel available to customers with a cFive maintenance agreement in effect, plus (ii) a designated Support Account Manager who is a Maintenance and Support Representative designated as the primary point of contact for Designated Staff as described in the Support Agreement.

Issue Handling

Issue Tracking

All maintenance and support issues are logged into cFive Connect and given a unique issue number. The cFive Connect system tracks the history of each issue. The issue number is used to track and reference open issues when Designated Staff contact cFive support, and Customer may track issues using the issue number through cFive Connect.

Issue Severity

Each issue reported to cFive by Customer will ultimately be assigned a severity level by cFive. cFive will use its reasonable judgment in assigning an appropriate severity level to each issue based on the criteria described in the severity levels below. The issue resolution process described below may not address every type of issue, and certain characteristics described in this process may or may not apply to a particular issue. The goal of defining the process below is to help guide Customer and its Designated Staff towards clearly understanding and communicating the severity of an issue and to describe generally expected response and resolution targets.

cFive recognizes that Customer's business and technical priorities may evolve over time. If Designated Staff believe the severity level of an issue should be changed, then Designated Staff should discuss reclassifying severity level by contacting (i) the Support Account Manager, if one is assigned, or (ii) a Support Representative, if no Support Account Manager is assigned. cFive will make the final determination on the severity level classification of an issue.

Issue Priority

Independent of severity level, each issue may be assigned a priority level (e.g., low, medium, high, and urgent) in cFive Connect to allow cFive and Customer to sequence the resolution of issues.

Issue Severity Levels, Associated Response Times, and Resolution Process

Upon receipt of a reported issue, cFive will use commercially reasonable efforts during Business Hours to meet the resolution targets set forth below. Due to the complex nature of software development and operating environments, cFive does not guarantee the time that it will take to resolve an issue. cFive may not be able to provide a Workaround within the targeted resolution time, particularly if the issue was reported after Third-Party Product updates or changes. For all Confirmed Defects, at cFive's discretion, a Workaround can be considered a permanent resolution.

Severity 1 Issue

- a. **Definition.** An issue that is a Confirmed Defect that results in the complete failure of Supported cFive Software and which causes a severe and ongoing material adverse impact on Customer's operations.
- b. **Response Time.** During Business Hours cFive shall provide an initial response within four hours of receipt of Defect Documentation. Unless Customer requests After Hours Support as described herein, outside of Business Hours cFive will provide an initial response within one Business Day of receipt of Defect Documentation.
- c. **Response.** cFive's initial response will include an acknowledgement of notice of the issue and either confirmation that cFive has received sufficient information (such as, in the case of a Defect, Defect Documentation) or a request for additional information related to the issue. cFive will review and diagnose the issue, set its initial severity level, and assign appropriate personnel to either correct the issue or, in the case of a Confirmed Defect, identify a Workaround.
- d. **Resolution and Resolution Time.** cFive will use commercially reasonable efforts to provide a Workaround for a Severity 1 Confirmed Defect within three Business Days of receiving from Customer enough information to allow cFive to confirm and/or recreate the Defect. cFive will deliver to Customer correcting software in a future cFive Software Update.

Severity 2 Issue

- a. **Definition.** An issue that is a Confirmed Defect that results in a partial failure of Supported cFive Software and which causes a significant and ongoing material adverse impact on Customer's operations.
- b. **Response Time.** cFive will provide an initial response within one Business Day of receipt of Defect Documentation.
- c. **Response.** cFive's initial response will include an acknowledgement of notice of the issue and either confirmation that cFive has received sufficient information (such as, in the case of a Defect, Defect Documentation) or a request for additional information related to the issue. cFive will review and diagnose the issue, set its initial severity level, and assign appropriate personnel to either correct the issue or, in the case of a Confirmed Defect, identify a Workaround.
- d. **Resolution and Resolution Time.** cFive will use commercially reasonable efforts to provide a Workaround for a Severity 2 Confirmed Defect within six Business Days of receiving from Customer enough information to allow cFive to confirm and/or recreate the Defect, and cFive may deliver to Customer, at cFive's discretion, correcting software in a future cFive Software Update.

Severity 3 Issue

- a. **Definition.** An issue that is a Confirmed Defect that significantly impairs the use of Supported cFive Software but which has only a limited ongoing impact on Customer's operations.
- b. **Response Time.** cFive will provide an initial response within five Business Days of receipt of Defect Documentation.
- c. **Response.** cFive's initial response will include an acknowledgement of notice of the issue and either confirmation that cFive has received sufficient information (such as, in the case of a Defect, Defect Documentation) or a request for additional information related to the issue. cFive will review and diagnose the issue, set its initial severity level, and assign appropriate personnel to either correct the issue or, in the case of a Confirmed Defect, identify a Workaround.

- e. **Resolution and Resolution Time.** cFive will use commercially reasonable efforts to provide a Workaround for a Severity 3 Confirmed Defect, and cFive may deliver to Customer, at cFive's discretion, correcting software in a future cFive Software Update.

Severity 4 Issue

- a. **Definition.** An issue that is a Confirmed Defect that is cosmetic or that does not significantly impair usability of Supported cFive Software on an ongoing basis.
- b. **Response Time.** cFive will provide an initial response within ten Business Days of receipt of Defect Documentation.
- c. **Response.** cFive's initial response will include an acknowledgement of notice of the issue and either confirmation that cFive has received sufficient information (such as, in the case of a Defect, Defect Documentation) or a request for additional information related to the issue. cFive will review and diagnose the issue, set its initial severity level, and, at cFive's discretion, cFive may assign appropriate personnel to either correct the issue or, in the case of a Confirmed Defect, identify a Workaround.
- d. **Resolution and Resolution Time.** cFive may deliver to Customer, at cFive's discretion, correcting software in a future cFive Software Update.

Severity 5 Issue

- a. **Definition.** An issue that is not a Severity 1, Severity 2, Severity 3 or Severity 4 issue (Severity 5 issues include, without limitation, Enhancement requests, usage questions, user errors, issues caused by or related to Third-Party Products, suspected Defects that are ultimately determined to not be Confirmed Defects, any issues related to cFive Software that is not Supported cFive Software, and any questions or other requests).
- b. **Response Time.** cFive will provide an initial response within ten Business Days.
- c. **Response.** Severity 5 issues are outside the scope of the Maintenance Agreement, and cFive is not required to provide resolution to any Severity 5 issues. Customer may choose to have cFive address certain Severity 5 issues using support time counted against the Monthly Support Hours Allotment pursuant to the Support Agreement (subject to any limitations provided therein) or as requested by Customer to be provided by cFive pursuant to the Professional Services Agreement.

Lost or Corrupted Data

Customer is solely responsible for its data. cFive has no liability for lost or corrupted data, and cFive's responsibility in the event of lost or corrupted data is limited to assisting Customer to restore the Supported cFive Software database to a known, accurate state using Customer backups (with such assistance using support time counted against the Monthly Support Hours Allotment pursuant to the Support Agreement or as requested by Customer to be provided by cFive pursuant to the Professional Services Agreement.).

Maintenance Issue Escalation

If cFive is unable to resolve a maintenance issue pursuant to the resolution and resolution times described above or if cFive is unable to, in cFive Connect, assign the resolution of a Confirmed Defect to a specific future cFive Software Update, then after the applicable resolution time described above has elapsed Customer may escalate the maintenance issue pursuant to the following maintenance issue escalation process.

- a. Designated Staff will first communicate with the Support Account Manager (if one is assigned) in an effort to resolve the issue or, in cFive Connect, assign a Confirmed Defect to a specific future cFive Software Update. If no Support Account Manager is assigned, then System Administrator will first communicate with cFive Support Manager as described in (b) below.
- b. If the same issue remains unresolved or unassigned to a specific future cFive Software Update for ten or more Business Days after step (a) above, then System Administrator will communicate with cFive Support Manager in an effort to establish a mutually satisfactory plan and timeframe to resolve the unresolved issue.
- c. If the same issue remains unresolved or unassigned to a specific future cFive Software Update for ten or more Business Days after step (b) above, then Customer Executive will communicate with cFive Executive in an effort to establish a mutually satisfactory plan and timeframe to resolve the unresolved issue.

Support Issue Escalation

If cFive is unable to resolve a support issue (issues other than Severity 1, Severity 2, Severity 3, or Severity 4 Confirmed Defects), then Customer may escalate the support issue pursuant to the following support issue escalation process.

- a. Designated Staff will first communicate with the Support Account Manager (if one is assigned) in an effort to resolve the issue. If no Support Account Manager is assigned, then System Administrator will first communicate with cFive Support Manager as described in (b) below.
- b. If the same issue remains unresolved for ten or more Business Days after step (a) above, then System Administrator will communicate with cFive Support Manager in an effort to establish a mutually satisfactory plan and timeframe to resolve the unresolved issue.
- c. If the same issue remains unresolved for ten or more Business Days after step (b) above, then Customer Executive will communicate with cFive Executive in an effort to establish a mutually satisfactory plan and timeframe to resolve the unresolved issue.

Schedule 1 to this Maintenance and Support Process lists the staff initially designated by Customer and cFive.

Schedule 1 to cFive Maintenance and Support Process: Designated Staff

Customer initially designates the following staff to the following roles:

- Customer Executive shall be the Director of Probation and Court Services
- System Administrator shall be Lana Long
- Designated Staff shall be John Marczewsk and TBD

Customer may change its designated staff in this Schedule 1 in its sole discretion at any time upon written notice to cFive.

cFive initially designates the following staff to the following roles:

- cFive Executive shall be James Newman
- cFive Maintenance and Support Manager shall be Matthew Cerralvo
- No Support Account Manager is assigned.

cFive may change its designated staff in this Schedule 1 in its sole discretion at any time upon written notice to Customer.

Exhibit G

Third-Party Terms

cFive provides the Customer with the following Third-Party Terms. Capitalized terms used but not otherwise defined in this exhibit will have the meaning assigned to such terms in the Agreement to which this exhibit is appended.

The Third-Party Terms apply to any Third-Party Products identified in the Investment Summary. The limited warranty applicable to the cFive Software in Exhibit A of the Agreement applies to embedded third-party functionality that is not separately identified in the Investment Summary. cFive further warrants that the appropriate third party developer has granted cFive the necessary license to (i) embed the unidentified third-party functionality in the cFive Software; and (ii) sublicense it to the Customer through cFive's license grant to the cFive Software.

Exhibit H

Investment Summary

The following Investment Summary details the software, subscriptions, products, and services (including fees in relation to the Maintenance Agreement and/or Support Agreement) to be delivered by cFive to Customer under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms used but not otherwise defined in this exhibit will have the meaning assigned to such terms in the Agreement to which this exhibit is appended. In the event of any inconsistency between this Investment Summary and the other provisions of the Agreement, the latter shall prevail.

CFIVE SUBSCRIPTIONS

| Subscription | Period | Payment Schedule | When Billed |
|--|--|------------------|--|
| Unlimited Departmental User License for the Department of Probation and Court Services – of the following: cFive Supervisor cFive Reporting cFive Provider Portal | Deployment and Initial usage period ending 3/31/2024 | \$41,448.00 | Initial amount with 30 days of contract effective date |
| Unlimited Departmental User License for the Department of Probation and Court Services – of the following: cFive Supervisor cFive Reporting cFive Provider Portal | 4/1/2024 to 3/31/2025 | \$138,285.00 | 60 days prior to start date. |
| Unlimited Departmental User License for the Department of Probation and Court Services – of the following: cFive Supervisor cFive Reporting cFive Provider Portal | 4/1/2025 to 3/31/2026 | \$145,199.00 | 60 days prior to start date. |

| | | | |
|--|-----------------------|--------------|------------------------------|
| Unlimited Departmental User License for the Department of Probation and Court Services – of the following: cFive Supervisor cFive Reporting cFive Provider Portal | 4/1/2026 to 3/31/2027 | \$152,459.00 | 60 days prior to start date. |
|--|-----------------------|--------------|------------------------------|

PROFESSIONAL SERVICES

There will be no migration of customization that have been added to the PCMS application, as they should not be required based on the new functionality of Supervisor 2.0. Any enhancements or customizations not listed below will be quoted once there is a detailed specification developed.

| Deliverable | Cost per Deliverable | Payment Schedule | When Billed |
|------------------------------|----------------------|--|---|
| Project Management | \$15,6000.00 | 9 Payment of \$1,733.33 | Invoiced Monthly |
| Configuration and Consulting | \$23,400.00 | 1 Payment of \$23,400.00 | Invoiced upon completion of Configuration |
| Data Migration | \$9,750.00 | Initial Migration run 1 payment of \$4,875.00 Final Migration run payment of \$4,875.00 | Invoiced upon completion of each migration run. |
| DUCS Interface | \$39,000.00 | When installed in test payment of \$19,500.00 At go live payment of \$19,500.00 | Invoiced upon completion of each |
| Training (Remote) | \$5,850.00 | 1 Payment of \$5,850.00 | Invoiced upon completion |

Exhibit I
Statement of Work

[Insert]

Exhibit J

Escrow Agreement

The Escowtech escrow agreement is provided as a separate document

Exhibit K

Invoicing and Payment Policy

cFive will provide the Customer with the Applicable cFive Deliverables set forth in the Investment Summary and/or Order Form. Capitalized terms used but not otherwise defined in this exhibit will have the meaning assigned to such terms in the Agreement to which this exhibit is appended.

Invoicing: cFive will invoice the Customer for the applicable fees in the Investment Summary and/or Order Form and as elsewhere described in the Agreement as set forth below and as further required by the Agreement.

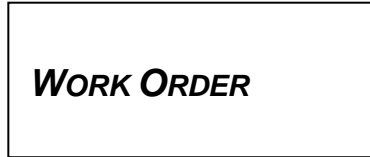
1. **cFive Subscription.** Services fees are invoiced as set forth in the Investment Summary and/or Order Form as well as the other applicable exhibits to the Agreement.
2. **cFive Professional Services.** Professional Services fees are billed and invoiced as delivered, at the rates set forth in the Investment Summary and/or Order Form as well as the other applicable exhibits to the Agreement.
3. **Third-Party Products.**
 - a. Third-Party Software license fees: License fees for Third- Party Products comprised of software, if any, are invoiced when cFive makes same available to the Customer for downloading.
 - b. Third-Party Software maintenance fees: The first-year maintenance fees for the Third-Party Products comprised of software, if any, are invoiced when cFive makes same available to the Customer for downloading.
4. **cFive Expenses.** Customer agrees to reimburse cFive for all prepaid travel with respect to cancelled engagements.
5. **Payment.** Payment for undisputed invoices is due within 60 days from the invoice date and invoices are generated at the time of delivery by cFive of Applicable cFive Deliverables and not acceptance by Customer of same. If Customer delays an invoice payment for any reason, Customer shall promptly notify cFive in writing of the reasons for such delay. If Customer, acting in good faith, disputes the accuracy of all or part of any invoice, Customer shall notify cFive in writing of such dispute within thirty (30) days of receipt of the invoice in question, including the specific line item subject to dispute and the reasons for the dispute. Notwithstanding such dispute, Customer shall pay all undisputed amounts in accordance with existing contract terms. cFive may apply any payment received first to any delinquent amount outstanding. Late payments are subject to the provisions of Section 8 of the Agreement. cFive prefers to receive payments electronically. cFive will provide their electronic payment information separately.

Exhibit L Order Form

cFive offers professional services pursuant to the Professional Services Agreement based on cFive’s rates as specified in an Order Form. Unless otherwise clearly specified in an Order Form as firm fixed price, all professional services are provided by cFive on a time and materials basis whereby Customer pays for time actually incurred by cFive, based on rates determined by the nature of work performed, at then-current cFive rates as specified on the Order Form, even if the price of such aggregate time actually incurred exceeds the estimated total price included in the Order Form.

Governing categories and rates are those categories and rates specified in an Order Form.

Example Order Form



Work Order No.:

Customer Name:

Date:

**Order Form Expires if not
Signed on or Before:**

This Work Order is governed by the **Professional Services Agreement** between the parties. Capitalized terms used but not defined in this Work Order Form have the meanings given to them in the Professional Services Agreement. Upon completion and execution by the parties, this Work Order shall become binding on the parties.

| Task # | Task Description | Estimated Cost |
|--------|------------------|----------------|
| 1.0 | | |

| | | |
|-----|--|--|
| 2.0 | | |
| 3.0 | | |
| | | |

Total Work Order **\$**

PAYMENT TERMS:

Work will be invoiced as follows:

Due upon - _____ and acceptance as described in General Terms

Invoices are due Net 15 days from the date of the invoice.

GENERAL TERMS:

1. Resource requirements represent good faith estimates based upon information provided to cFive as of the Work Order date by Customer.
2. cFive reserves the right to cancel the Order if not accepted in writing and transmitted to cFive by customer by Work Order Expiration Date listed above.
3. Upon delivery to Customer test environment by cFive. Customer will begin testing and acceptance. Customer will complete the test and acceptance within 5 business days, upon notification of acceptance or the conclusion of the 5 working days, cFive will prepare the Final Acceptance Document for Customers Approval which will not be unreasonable withheld. If the enhancements fail the agreed upon test plan then cFive will correct the issue(s) and the test and acceptance will begin again.

cFive will contact you directly if any special arrangements, e.g., equipment, facilities, etc. are necessary.

On behalf of Customer, I have read and accept the above Work Order:

Customer:

cFive:

**cFive Solutions, Inc
155 N Riverview Drive
Anaheim Hills CA 92808**

By: _____

By: _____

Name (Print): _____

Name James Newman_____

Title: _____

Title: Senior Vice President_____

Date: _____

Date: _____

Specification

| Item # | Freshdesk # | Title | Description |
|--------|-------------|-------|-------------|
| 1.0 | | | |

Exhibit M

Contractual Provisions

The provisions contained in this Exhibit M are hereby incorporated in the Agreement and made a part thereof and are effective as of the Effective Date.

[The intent of Exhibit M is to eliminate any and all redlines to the master agreement and its exhibits, and to instead document all changes to the master agreement and/or exhibits as replacement language captured in this Exhibit M.]



March 29, 2023

Mr. Robert J. McEllin
Director of Probation and Court Services
18th Judicial Circuit Court
503 N County Farm Rd
Wheaton, IL 60187

RE: Sole Source Letter

Dear Bob,

This letter is to certify that cFive Solutions, Inc. is the developer the software manufacturer and sole maintenance/update provider for the county's probation case management system (PCMS).

Competition in providing service(s) for PCMS is precluded by the fact the that cFive is the software manufacturer and sole maintenance/update provider of PCMS.

Thank you for your review and consideration of this sole source letter.

Sincerely,

CFIVE SOLUTIONS, INC.

Signature on file

James L. Newman
Senior Vice President



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: Jul 18, 2023

Bid/Contract/PO #: 23-2438

| | |
|--------------------------------------|----------------------------------|
| Company Name: c-Five Solutions, Inc. | Company Contact: James Newman |
| Contact Phone: 949-260-3002 | Contact Email: jnewman@cfive.com |

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

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

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

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

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

| Add Line | Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid | Telephone | Email |
|----------|--|--------------|-------------------|
| x | James Newman | 949-260-3002 | jnewman@cfive.com |

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

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

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

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

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

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

Authorized Signature

[Redacted Signature]

Printed Name

James Newman

Title

Senior Vice President

Date

July 18, 2023

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



File #: JPS-P-0060-23

Agenda Date: 8/1/2023

Agenda #: 6.C.

AWARDING RESOLUTION ISSUED TO
STANARD & ASSOCIATES
TO PROVIDE EXAMS FOR DEPUTY SHERIFFS
SEEKING PROMOTION TO THE RANKS OF SERGEANT AND LIEUTENANT
FOR THE SHERIFF'S MERIT COMMISSION
(CONTRACT TOTAL AMOUNT \$73,700)

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

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Stanard & Associates, to provide exams for deputy sheriffs seeking promotion to the ranks of Sergeant and Lieutenant, for the period of August 8, 2023 through November 30, 2024, for the Sheriff's Merit Commission

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide promotional exams for deputy sheriffs seeking promotion to the ranks of Sergeant and Lieutenant, for the period of August 8, 2023 through November 30, 2024, for the Sheriff's Merit Commission, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Stanard & Associates, 309 W. Washington St., Chicago, Illinois, for a contract total amount of \$73,700.

Enacted and approved this 8th day of August, 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#: 23-2459 | RFP, BID, QUOTE OR RENEWAL #: | INITIAL TERM WITH RENEWALS: OTHER | INITIAL TERM TOTAL COST: \$73,700.00 |
| COMMITTEE: JUDICIAL AND PUBLIC SAFETY | TARGET COMMITTEE DATE: 08/01/2023 | PROMPT FOR RENEWAL: | CONTRACT TOTAL COST WITH ALL RENEWALS: \$73,700.00 |
| | CURRENT TERM TOTAL COST: \$73,700.00 | MAX LENGTH WITH ALL RENEWALS: TWO YEARS | CURRENT TERM PERIOD: INITIAL TERM |
| <i>Vendor Information</i> | | <i>Department Information</i> | |
| VENDOR: STANARD & ASSOCIATES | VENDOR #: 24418000 | DEPT: SHERIFF'S MERIT COMMISSION | DEPT CONTACT NAME: DEBBIE KRYGOWSKI |
| VENDOR CONTACT: MIKE THOMASON | VENDOR CONTACT PHONE: 800-367-6919 x270 | DEPT CONTACT PHONE #: x6252 | DEPT CONTACT EMAIL: DEBBIE.KRYGOWSKI@DUPAGECO.ORG |
| VENDOR CONTACT EMAIL: MIKE.THOMASON@STANARD.COM | VENDOR WEBSITE: WWW.STANARD.COM | DEPT REQ #: | |
| <i>Overview</i> | | | |
| DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to Stanard & Associates for development and administration of promotional exams for deputy sheriffs seeking promotion to the ranks of Sergeant and Lieutenant for the Sheriff's Merit Commission, for a total cost not to exceed \$73,700.00; not suitable for competitive bids per 55 ILCS 5/5-1022(c) 'Competitive Bids'. | | | |
| JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The Sheriff's Merit Commission is charged with providing a process for promotion of deputy sheriffs to the ranks of Sergeant and Lieutenant. Stanard & Associates already creates the written examination for this process. The Sheriff's Merit Commission works closely with the Sheriff to determine timing of the promotional exams, which will need to be administered by the end of 2023 for various ranks. The Sheriff's Merit Commission has used and will continue to use the tried-and-true exams created and administered by Stanard & Associates thus determining who is best suited to serve in a leadership role. | | | |

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

| SECTION 3: DECISION MEMO | |
|-------------------------------------|--|
| STRATEGIC IMPACT | Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE |
| SOURCE SELECTION | Describe method used to select source. Stanard & Associates already creates the written promotional exams for the Commission and can work within the time frame needed by the Commission. Additionally, the Commission has worked with Stanard & Associates to ensure the exam is administered in a way allowing the Sheriff's Office to promote the most qualified deputies into leadership roles. |
| 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 contract to Stanard & Associates for promotional exams to ensure an adequate pool of deputies qualified for promotion. 2) Award contract to Stanard & Associates for promotional exams at a lesser rate and possibly minimizing the pool of qualified deputies for promotion. 3) Not award the contract and cause interruptions in the promotional process. |

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: Stanard & Associates | Vendor#: 24418000 | Dept: Sheriff's Merit Commission | Division: |
| Attn: Mike Thomason | Email: mike.thomason@stanard.com | Attn: Debbie Krygowski | Email: debbie.krygowski@dupageco.org |
| Address: 309 W. Washington St. | City: Chicago | Address: 421 N. County Farm Rd. | City: Wheaton |
| State: IL | Zip: 60606 | State: IL | Zip: 60187 |
| Phone: 800.367.6919 | Fax: 312.553.0218 | Phone: 630.407.6252 | Fax: 630.407.5672 |
| <i>Send Payments To:</i> | | <i>Ship to:</i> | |
| Vendor: Stanard & Associates | Vendor#: 24418000 | Dept: Sheriff's Merit Commission | Division: |
| Attn: Mike Thomason | Email: mike.thomason@stanard.com | Attn: Debbie Krygowski | Email: debbie.krygowski@dupageco.org |
| Address: 309 W. Washington St. | City: Chicago | Address: 421 N. County Farm Rd. | City: Wheaton |
| State: IL | Zip: 60606 | State: IL | Zip: 60187 |
| Phone: 800.367.6919 | Fax: 312.553.0218 | Phone: 630.407.6252 | Fax: 630.407.5672 |
| Shipping | | Contract Dates | |
| Payment Terms: PER 50 ILCS 505/1 | FOB: Destination | Contract Start Date (PO25): Aug 8, 2023 | Contract End Date (PO25): Nov 30, 2024 |
| Contract Administrator (PO25): Debbie Krygowski | | | |

| Add Line | | | Purchase Requisition Line Details | | | | | | | | | |
|--|-----|-----|-----------------------------------|--|------|---------|------|-----------|-------------------------|-------------------|--------------|--|
| LN | Qty | UOM | Item Detail (Product #) | Description | FY | Company | AU | Acct Code | Sub-Accts/Activity Code | Unit Price | Extension | |
| x | 1 | EA | | Develop Written Job Knowledge Exams for Law Enforcement Bureau | FY23 | 1000 | 4420 | 53090 | | 8,420.00 | 8,420.00 | |
| x | 2 | EA | | Develop Assessment Center for Law Enforcement Bureau | FY23 | 1000 | 4420 | 53090 | | 10,380.00 | 10,380.00 | |
| x | 3 | EA | | Administer Law Enforcement Lieutenant Assessment Center | FY23 | 1000 | 4420 | 53090 | | 5,525.00 | 5,525.00 | |
| x | 4 | EA | | Develop Written Job Knowledge Exams for Corrections Bureau | FY24 | 1000 | 4420 | 53090 | | 8,420.00 | 8,420.00 | |
| x | 5 | EA | | Develop Assessment Center for Corrections Bureau | FY24 | 1000 | 4420 | 53090 | | 10,380.00 | 10,380.00 | |
| x | 6 | EA | | Administer Assessment Center for Corrections Bureau | FY24 | 1000 | 4420 | 53090 | | 19,650.00 | 19,650.00 | |
| x | 7 | EA | | Administer Assessment Center for Law Enforcement Sergeant | FY24 | 1000 | 4420 | 53090 | | 10,925.00 | 10,925.00 | |
| <i>FY is required, assure the correct FY is selected.</i> | | | | | | | | | | Requisition Total | \$ 73,700.00 | |

| Comments | |
|----------------------|---|
| HEADER COMMENTS | Provide comments for P020 and P025. Promotional examinations for deputy sheriffs seeking promotion to the ranks of Sergeant and Lieutenant |
| 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

**Price Quote Provided to the
DuPage County Sheriff's Merit Commission
June 6, 2023**

2023 Sergeant and Lieutenant Written Job Knowledge Promotional Exam Pricing

Corrections Bureau

- Review existing Sgt. and Lt. exams with command staff (one meeting) - **\$500.00**
- Write 100 new test items (50 for Sgt and 50 for Lt) @ \$49 each - **\$4,900.00**
- Meeting #2 to review new exam questions (one meeting) - **\$500.00**
- Revise study guides (both ranks) - **\$760.00**
- Re-format exams and scoring keys - **\$760.00**
- Scoring fee (\$500 per rank) - **\$1,000.00**

Total fees for Corrections Bureau: \$8,420.00

Law Enforcement Bureau

- Review existing Sgt. and Lt. exams with command staff (one meeting) - **\$500.00**
- Write 100 new test items (50 for Sgt and 50 for Lt) @ \$49 each - **\$4,900.00**
- Meeting #2 to review new exam questions (one meeting) - **\$500.00**
- Revise study guides (both ranks) - **\$760.00**
- Re-format exams and scoring keys - **\$760.00**
- Scoring fee (\$500 per rank) - **\$1,000.00**

Total fees for Law Enforcement Bureau: \$8,420.00

Optional Services:

- Test Administration - **\$750.00 per rank** (1 S&A consultant for one session)

Estimated Project Fees for the written job knowledge promotional exam component: \$16,840.00



**2023 Sergeant and Lieutenant Assessment Center Pricing for the
Corrections Bureau and Law Enforcement Bureau**

Assessment Center Development Fees

| | |
|--|--------------------|
| Conduct SME meeting to determine exercises – one meeting per bureau \$1,000.00 per meeting (at DuPage County SO) | \$2,000.00 |
| Develop exercises and scoring criteria – 3 unique exercises per rank for a total of 12 exercises | \$12,000.00 |
| Meet with DCSO SME's to establish/refine scoring criteria –one meeting per Bureau @ \$1,000.00 each (at DuPage County Sheriff's Office) | \$2,000.00 |
| Recruit assessor panel (outside law enforcement/correction professionals) | \$760.00 |
| Train assessors on scoring criteria (\$1,000.00 per per rank – one session each) | <u>\$4,000.00</u> |
| Total for the Assessment Center Development | \$20,760.00 |

Assessment Center Administration Fees

| | |
|--|--------------------|
| Prepare packets for each candidate (see breakdown below) | \$2,750.00 |
| Corrections Bureau Sergeant \$1,000.00 | |
| Corrections Bureau Lieutenant \$500.00 | |
| Law Enforcement Bureau Sergeant \$500.00 | |
| Law Enforcement Bureau Lieutenant \$750.00 | |
| Administer assessment center (1 S&A industrial psychologist @ \$1,250.00 per day)* | |
| Corrections Bureau Sergeant based on 30 candidates (4 days) | \$5,000.00 |
| Corrections Bureau Lieutenant based on 15 candidates (2 days) | \$2,500.00 |
| Law Enforcement Bureau Sergeant based on 25 candidates (3.5 days) | \$4,375.00 |
| Law Enforcement Bureau Lieutenant based on 10 candidates (1.5 days) | \$1,875.00 |
| 3 assessors @ \$400.00 per assessor per day (½ day of training and administration) * | |
| Corrections Bureau Sergeant based on 30 candidates (4.5 days) | \$5,400.00 |
| Corrections Bureau Lieutenant based on 15 candidates (2.5 days) | \$3,000.00 |
| Law Enforcement Bureau Sergeant based on 25 candidates (4 days) | \$4,800.00 |
| Law Enforcement Bureau Lieutenant based on 10 candidates (2 days) | <u>\$2,400.00</u> |
| Total for the Assessment Center Administration | \$32,100.00 |

*The number of days needed is a function of the number of candidates eligible for this phase of the promotional process, as well as the complexity of the assessment exercises. If fewer or more days are needed on site by S&A staff and assessors, our invoice will be adjusted accordingly.



Assessment Center Scoring Fees

| | |
|--|-------------------|
| Analyze assessor ratings and report final scores to the Commission | |
| Corrections Bureau Sergeant based on 30 candidates | \$1,500.00 |
| Corrections Bureau Lieutenant based on 15 candidates | \$750.00 |
| Law Enforcement Bureau Sergeant based on 25 candidates | \$1,250.00 |
| Law Enforcement Bureau Lieutenant based on 10 candidates | <u>\$500.00</u> |
| Total for the Assessment Center Scoring | \$4,000.00 |

Estimated Project Fees for the Assessment Center Component: \$56,860.00

**Estimated Total Project Fees (written exam and assessment center):
\$73,700.00**

Optional Services:

- Candidate orientation session (1 S&A consultant 1 session) \$750.00 per rank
- Candidate Feedback Reports \$75.00 per candidate

Important Notes

- If needed, additional administrative time and/or consulting (e.g., responding to candidate challenges/grievances, litigation support, expert witness testimony, depositions, statistical analyses, attending special meetings, responding to agency or candidate queries after project deliverables have been provided, etc.) will be billed at our current hourly rates which are \$190.00 per hour for Bachelor’s and Master’s-level staff and \$275.00 per hour for Ph.D.-level staff. Requests for copies, scanning, assembly, etc. of paperwork are billed at an administrative rate of \$45.00 per hour. Any additional written exam questions, if needed, will be written and billed at \$49.00 each. Additional assessment center exercises, if needed, will be billed at a rate of \$1,500.00 each. If an in-basket exercise is requested, there is a \$2,500.00 fee to create a 10 item in-basket exercise. If due to the timing for the promotional testing processes between ranks within the same bureau, the assessment center development meetings if conducted individually will be billed at a rate of \$750.00 per meeting/rank.
- All shipping and handling, printing, and travel-related expenses will be kept to a minimum and billed as incurred. Printing of written exam test booklets will be billed back at \$3.00 per test booklet.



Data for Decisions in Management

- Assessor fees will be billed to the County at a rate of \$400.00 per day per assessor plus travel expenses. This is simply a pass-through expense; these fees are paid to each assessor by S&A and for convenience will be included on our final invoice to the County.
- If a second S&A consultant is needed on site for the AC administration to help manage multiple panels and testing rooms (for larger groups like the Corrections Bureau Sergeant and Law Enforcement Bureau Sergeant processes) they will be billed at a rate of \$1,250.00 per day.
- The DuPage County Sheriff's Merit Commission will be responsible for securing a location for all process administrations, where applicable.
- A contact person for the project will be designated who is responsible for coordinating activities, such as providing S&A with requested information and scheduling meetings with internal SMEs and external assessors (if applicable).
- While S&A strives to become familiar with each client's local circumstances, its consultants are not attorneys, and we rely on contact personnel and/or the client agency's legal counsel to ensure processes and procedures adhere to local rules (e.g., civil service commission rules, bargaining agreements, etc.).
- Work performed or meetings scheduled on weekends or outside of normal business hours requiring S&A's attendance or assistance will be billed at 1.5 times the quoted project rate.
- S&A invoices for one-half payment up front and the other half upon project completion.



Required Vendor Ethics Disclosure Statement

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

Date: Jun 29, 2023

Bid/Contract/PO #: _____

| | |
|--|-----------------------------------|
| Company Name: Stanard & Associates, Inc. | Company Contact: Steven Allscheid |
| Contact Phone: 312-553-0213 | Contact Email: stevea@stanard.com |

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Signature on file

Printed Name

Steven P. Allscheid

Title

President

Date

Jun 29, 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-0171-23

Agenda Date: 8/1/2023

Agenda #: 7.A.

ACCEPTANCE OF THE ILLINOIS STATE OPIOID RESPONSE CRIMINAL JUSTICE MEDICATION
ASSISTED TREATMENT INTEGRATION FY23
MOU NUMBER 2023-102
\$25,000

WHEREAS, the County of DuPage, through the DuPage County Sheriff's Office, has been notified by the Health Management Associates (HMA) that grant funds in the amount of \$25,000 (TWENTY-FIVE THOUSAND AND NO/100 DOLLARS) are available to be used for the purpose of supporting participation in the learning collaborative to implement specific and approved strategies to expand access to medication assisted treatment of opioid addiction in the county jail and drug court in DuPage County; and

WHEREAS, said County of DuPage grant related expenses are currently being accounted for in the DuPage County Sheriff - Jail Operations fund, Company 1000 - Accounting Unit 4410; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into MOU Number 2023-102 with Health Management Associates (HMA), a copy of which is attached to and incorporated as part of this resolution by reference (Attachment); and

WHEREAS, the term of the MOU is from May 1, 2023 through June 30, 2023; 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.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that MOU Number 2023-102 (Attachment) between the County of DuPage and the Health Management Associates is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the DuPage County Sheriff's Office Chiefs are approved as the County's Authorized Representatives; and

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

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

Enacted and approved this 8th day of August, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

**Contract Title: Illinois State Opioid Response Criminal Justice Medication
Assisted Recovery Integration
Special Grant Initiatives – FY2023
Memorandum of Understanding**

MOU Number: 2023-102

THIS AGREEMENT (the “Agreement”) shall be effective this May 1, 2023, through June 30, 2023 (the “Term”).

BY AND BETWEEN DuPage County (the “Applicant Agency”) and Health Management Associates, Inc. (the “Sub-Recipient” and, together with Applicant Agency, the “Parties” and each a “Party”), created under laws governing the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (“SAMHSA”) and the State of Illinois Department of Human Services (“IDHS”).

WHEREAS, the Sub-Recipient is the subrecipient of the State Opioid Response (SOR) Grant TI083278 awarded by SAMHSA to IDHS (the “State Opioid Response Grant”) pursuant to an agreement between IDHS and the Sub-Recipient (the “IDHS Agreement”).

WHEREAS, under the IDHS Agreement, Sub-Recipient will distribute grant funds from the State Opioid Response Grant to each participating Illinois county, for the purpose of supporting participation in the learning collaborative to implement specific and approved strategies to expand access to medication assisted treatment of opioid addiction in the county’s jail(s) and drug court(s) (the “Distribution Purpose”).

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **GRANT AMOUNT AND INTENT:** Please choose one or both of the grant opportunities below. Applicant Agency must state preference and submit the associated information.

Recovery Pods - Cohorted Recovery Units: The Applicant Agency has the opportunity to receive a minimum of \$25,000 from the Sub-Recipient under the SOR Grant and IDHS Agreement to support a dedicated housing unit for persons participating in MAR, substance use disorder (SUD) and related recovery activities. The stipend will offset costs and provide assistance with implementation.

Long-Acting Injectable Buprenorphine for OUD: The Applicant Agency has the opportunity to receive a minimum of \$25,000 from the Sub-Recipient under the SOR Grant and IDHS Agreement to purchase medications and offset other related costs to implementation and sustainability planning.

2. **APPLICANT AGENCY OBLIGATIONS:** To be eligible to receive the funds specified in Section 1, the Applicant Agency must comply with the requirements of this Agreement, including any participation requirements contained in *Exhibit 1A: Application for Grant Funds: Illinois State Opioid Response Criminal Justice Medication Assisted Treatment Integration*, the State Opioid Response Grant, and the Sub-Recipient Agreement (which are provided in a separate document and incorporated as part of this Agreement) and any applicable federal, state, and local laws. Applicant Agency is expected to initiate spending of funds received under this Agreement by June 30, 2023.

The Applicant Agency identifies the following entity information and representatives:

| | |
|-----------------------------------|----------------------|
| Entity's Legal Name | DuPage, County of |
| Doing Business As (if applicable) | |
| Street Address | 501 N County Farm Rd |
| City, State, Zip | Wheaton, IL 60187 |
| Mailing Address, if different | |

3. DISTRIBUTION OF FUNDS: The Sub-Recipient will distribute the full grant amount to the Applicant Agency following execution of this Agreement and upon receipt of funds from IDHS.
4. REPAYMENT OF FUNDS: In the event the Applicant Agency spends funds distributed under this Agreement in a manner inconsistent with the Distribution Purpose or otherwise is violation of this Agreement, the Applicant Agency agrees to repay the Sub-Recipient any funds distributed under this Agreement.
5. RECORDKEEPING; REPORTING; AUDIT AND AVAILABILITY OF APPLICANT AGENCY RECORDS: The Applicant Agency shall keep such records as necessary to demonstrate compliance with this Agreement. The Applicant Agency shall submit reports in such quantity and frequency as determined by the Sub-Recipient demonstrating its compliance with the requirements of this Agreement. The Parties agree that to comply with audit provisions applicable to federal subrecipients under 45 C.F.R. § 75.216 and under the IDHS Agreement. If applicable, the Applicant Agency will complete and submit such documentation requested by the Sub-Recipient to assure compliance with any applicable audit requirements. The Applicant Agency agrees to retain all books, records, and other documents relative to this Agreement for at least three (3) years following final payment under this Agreement, unless any litigation, claim, financial management review, or audit is started before the expiration of the three (3)-year period, in which case the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Applicant Agency agrees to make such records available for review to the Sub-Recipient, SAMHSA, the Office of Inspector General for the United States Department of Health and Human Services, the Comptroller General of the United States, IDHS, or any of their respective authorized representatives.
6. NOTICE: All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each a "Notice") shall be in writing and addressed to: (a) Sub-Recipient at 120 North Washington Square, Suite 705, Lansing, MI 48933; or (b) the Applicant Agency at 501 N County Farm Rd, Wheaton, IL 60187. The Parties may update their respective addresses from time to time by providing a Notice in accordance with this Section. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Section.
7. LIABILITY. Each Party is responsible for its own acts or omissions and the negligent acts and omission of its respective employees, personnel, and agents, to the greatest extent allowed by law. The

Applicant Agency shall promptly notify the Sub-Recipient of any claim against the Applicant Agency that relates to the Applicant Agency's performance under this Agreement.

8. **DEBARMENT AND SUSPENSION.** The Applicant Agency certifies, to the best of its knowledge and belief and after reasonable due diligence, that its principles and key personnel:
 - a. Are not presently suspended, debarred, declared ineligible, or voluntarily excluded from eligibility for covered transactions by any Federal department or agency;
 - b. Within the three (3)-year period preceding the execution of Agreement, have not been convicted of, or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction;
 - ii. Violation of a Federal or State antitrust statute;
 - iii. Embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - iv. False statements or receipt stolen property.
 - c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above.
 - d. Within a three (3)-year period preceding the execution of this Agreement, have not had any public transaction (Federal, State, or local) terminated for cause or default.
9. **ENTIRE AGREEMENT:** This Agreement, together with any other documents incorporated by reference, including Exhibit A, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
10. **AMENDMENT:** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party to this Agreement, and any of the terms thereof may be waived, only by a written document signed by each Party to this Agreement or, in the case of waiver, by the Party or Parties waiving compliance.
11. **GOVERNING LAW:** This Agreement and all related documents, including all appendix, exhibits, or schedules attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois.
12. **SEVERABILITY:** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
13. **EXECUTION IN COUNTERPART:** This Agreement may be executed in multiple counterparts and by e-mail or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

14. GRANT ADMINISTRATION

Is the Applicant Agency a public institution? Yes No

If no, Applicant Agency must submit a completed IRS Form W-9 with the signed agreement.

Funds may be paid via electronic fund transfer or paper check. Applicant agency must state preference and submit the associated information.

Electronic fund transfer Submit ACH banking information with the signed agreement

Paper check Name of Payee: DuPage County
Mailing Address: 421 N. County Farm Rd, Wheaton, IL 60187
Attn: Geoffrey Kinczyk

(SIGNATURES BELOW)

IN WITNESS WHEREOF, each of the Parties has caused this MOU Agreement 2023-102 to be executed by its duly authorized representative on the day and year written below:

APPLICANT AGENCY:

DuPage County Sheriff's Office

By: _____
(SIGNATURE)


Name: Mark Garcia

Title: Chief

Date: 6/21/23

SUB-RECIPIENT:

HEALTH MANAGEMENT ASSOCIATES, INC.

By:  _____
(SIGNATURE)

Name: Kelly Johnson

Title: Chief Administrative Officer

Date: June 23, 2023 | 10:03 PDT



Finance Resolution

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

File #: FI-R-0172-23

Agenda Date: 8/1/2023

Agenda #: 7.B.

ACCEPTANCE OF THE ILLINOIS LAW ENFORCEMENT TRAINING STANDARDS BOARD LAW
ENFORCEMENT CAMERA GRANT (LECG) PHASE II
AGREEMENT NO. 20230510
\$31,104

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

WHEREAS, the County of DuPage, through the DuPage County Sheriff's Office, has been notified by the Illinois Law Enforcement Training Standards Board (ILETSB) that grant funds in the amount of \$31,104 (THIRTY-ONE THOUSAND, ONE HUNDRED FOUR AND NO/100 DOLLARS) are available to be used for the purpose of reimbursing the Sheriff's Law Enforcement Bureau for body camera electronic data storage; and

WHEREAS, said County of DuPage grant related expenses are currently being accounted for in the DuPage County Sheriff - Law Enforcement Bureau fund, Company 1000 - Accounting Unit 4415; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Agreement No. 20230510 with the Illinois Law Enforcement Training Standards Board, a copy of which is attached to and incorporated as part of this resolution by reference (Attachment); and

WHEREAS, the term of the Agreement is from July 1, 2022 through June 30, 2023; 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.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Agreement No. 20230510 (Attachment) between the County of DuPage and the Illinois Law Enforcement Training Standards Board is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that DuPage County Sheriff's Office Chiefs are approved as the County's Authorized Representative; and

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

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

Enacted and approved this 8th day of August, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

AGREEMENT

Agreement No. 20230510

GRANT AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, Law Enforcement Training Standards Board
AND
County of DuPage

The Law Enforcement Training Standards Board (Grantor), with its principal office at , and County of DuPage (Grantee), with its principal office at 421 N. County Farm Road, , Wheaton, IL 60187 and payment address (if different than principal office) at , hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS
RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois ("State") and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that: 135836026 is Grantee's correct DUNS Number; W7KRN7E54898 is Grantee's correct UEI, if applicable; Grantee has an active State registration and SAM registration; and 366006551 is Grantee's correct FEIN or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

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

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9

tax form with this Agreement.

1.2. Amount of Agreement. Grant Funds shall not exceed \$31,104.00, of which are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is , the federal awarding agency is , and the Federal Award date is . If applicable, the Assistance Listing Program Title is and Assistance Listing Number is . The Catalog of State Financial Assistance (CSFA) Number is 569-00-3146 and the CSFA Name is ILETSB Camera Grant - PHASE II - Data Storage. The State Award Identification Number is 20230510.

1.4. Term. This Agreement shall be effective on 07/01/2022 and shall expire on 06/30/2023 (the "Term"), unless terminated pursuant to this Agreement.

1.5. Certification. 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 shall 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 shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

[Law Enforcement Training Standards Board]

By: _____
Signature of [Head of Grantor], [Title]
By: _____
Signature of Designee
Date: _____
Printed Name: _____
Printed Title: _____
Designee

[County of DuPage]
By: Signature on file
Signature of Authorized Representative
Date: 6/30/2023
Printed Name: DANIEL BILODEAU

Printed Title: DEPUTY CHIEF
E-mail: DAN.BILODEAU@DUPAGE.SHERIFF.IL.GOV

By: _____
Signature of First Other Approver, if Applicable
Date: _____
Printed Name: _____
Printed Title: _____
Other Approver

By: _____
Signature of Second Other Approver, if Applicable
Date: _____
Printed Name: _____
Printed Title: _____

Second Other Approver

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

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

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 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. 44 Ill. Admin. Code 7000.10(c)(8); 30 ILCS 708/5(b).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid DUNS Number; (iv) has a valid UEI, if applicable; and (v) has successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to 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 the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III
DEFINITIONS**

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

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"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 the 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.

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

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

"DUNS Number" 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.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.30. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.30.

"GATU" means the Grant Accountability and Transparency Unit within the Governor's Office of Management and Budget.

"Grant" 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 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.

"Unallowable Costs" 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 IV PAYMENT

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 the 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 shall 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 Section 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 the 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 the Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30

ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed 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. Grantee agrees that Grantor shall 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 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 the 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. Grantee shall be paid 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 shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall 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 **PART TWO**, **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee 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 sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

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 shall be 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 GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including Exhibit A (Project Description) and Exhibit B (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of State Award (44 Ill. Admin. Code 7000.360) is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in PART TWO (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in PART THREE.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for scope revisions that require Grantor approval shall 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 will be included in Exhibit G. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. 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 shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall 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.

**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 shall 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 the 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 the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,

(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 shall 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 costs 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. Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit

Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR Part 200 Appendix VIII.

7.6. Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.7. 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.

7.8. 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 708/520, Grantee shall 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 should 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 entity's organization (Paragraphs 7.4 through 7.7).

(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 G** of the requirement to submit Personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports shall 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 Grant, 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 should 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 Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained 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.** Records of expenditures must be maintained 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 shall 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.

7.9. **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).

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

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications 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 (30 ILCS 500/50-5).

(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 1961 (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, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(e) **Dues and 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 them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(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), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Work Place.** 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 shall 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 it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(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, 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) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(m) **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 shall maintain, for a minimum of six (6) years, all protected health information.

(n) **Criminal Convictions.** Grantee certifies that 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. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false.

(o) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods

from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(p) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(q) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(s) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(t) **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 sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, 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.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. **Compliance with Nondiscrimination Laws.** Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall 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, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and

(f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly 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. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any 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.

11.3. 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 shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with 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.

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

11.6. 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 shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

12.1. Records Retention. Grantee shall 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.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), shall 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, the 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 shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. 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 shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall 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 XIII
FINANCIAL REPORTING REQUIREMENTS**

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than 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 for this Agreement or Agreement termination. The format of this Close-out Report shall

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 will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall 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 of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO, PART THREE or Exhibit G. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in PART TWO or PART THREE. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than 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)(1).

14.3. 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. Appendices may be used to include additional supportive documentation. 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.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in Exhibit F. 2 CFR 200.301; 200.210.

**ARTICLE XV
AUDIT REQUIREMENTS**

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and 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.

15.2. Consolidated Year-End Financial Reports (CYEFR). All grantees are required to 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 the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

(a) This Paragraph 15.2 applies to all grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) The 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 Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the CYEFR.

(d) CYEFRs shall follow a format prescribed by Grantor.

15.3. 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 Consolidated Year-End Financial Report(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) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the 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 Grants, 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 G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State Grants, but expends \$300,000 or more in State Grants, 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 shall 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 Grants.

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(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) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4. "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 Grants, Grantee is required to 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) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the 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 Grants, Grantee must follow all of the audit requirements in Paragraphs 15.3(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 is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to 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 Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.6. Delinquent Reports. When such 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 will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

**ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE**

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. 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).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(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 Grant;

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

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. 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 determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. 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 shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

16.4. 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 of Illinois Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

16.5. Effects of Suspension and Termination.

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

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall 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:

(i) Grantor expressly authorizes them in the notice of suspension or termination;
and

(ii) 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. 2 CFR 200.343.

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

**ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS**

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant 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 sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor 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 XVIII
NOTICE OF CHANGE**

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall 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).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees 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 agrees that it will 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 will provide any and 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. This ARTICLE XIX 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 XIX shall constitute a material breach of this Agreement.

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

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

**ARTICLE XXI
CONFLICT OF INTEREST**

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

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used 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 the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20. 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, municipalities and units of local government and related entities. See definition of "Local government," 2 CFR 200.1.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII
EQUIPMENT OR PROPERTY**

22.1. 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 shall notify Grantee in writing that the purchase of equipment is disallowed.

22.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds may not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Grant 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. Any real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Grantee acknowledges that real property, equipment, and intangible property that are acquired or improved in whole or in part by Grant Funds are subject to the provisions of 2 CFR 200.316 and the 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.

22.3. 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 which cost 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 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within 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. The Grantee shall 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.

22.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, 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 XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. Publications, Announcements, etc. 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 shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to 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]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to 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 to cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XXIV
INSURANCE**

24.1. Maintenance of Insurance. Grantee shall 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.

24.2. 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 shall be surrendered to Grantor.

**ARTICLE XXV
LAWSUITS AND INDEMNIFICATION**

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will 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 will be required to 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 shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Indemnification and Liability.

(a) **Non-governmental entities**. This subparagraph applies only if Grantee is a non-governmental entity. To the extent permitted by law, Grantee agrees to 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 will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *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 entity. 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 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 shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXVI
MISCELLANEOUS**

26.1. 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 Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. Exhibits A through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

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

26.5. 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.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act 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.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be 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.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall 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)).

26.12. 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 shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(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.

26.13. 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 shall control. 30 ILCS 708/80.

26.14. Headings. Article 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.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be 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 shall be deemed original for all purposes.

26.17. 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, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the 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 XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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EXHIBIT A

PROJECT DESCRIPTION

Grants to Illinois Municipalities, Counties, Park Districts, Public Universities, and all units of Illinois local governmental police agencies for the reimbursement of purchases of data storage for officer-worn body cameras for law enforcement officers.

EXHIBIT B
DELIVERABLES OR MILESTONES

Not applicable.

EXHIBIT C

PAYMENT

Grantee shall receive \$31,104.00 under this Agreement.

Enter specific terms of payment here:

EXHIBIT D
CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Lennora Burnom
Title: Grant Manager
Address: 500 S 9th St, Springfield IL 62701
Phone: 217-782-4540
TTY#: _____
Fax#: _____
E-mail Address: ptb.grants@illinois.gov

GRANTEE CONTACT

Name: Frank Bibbiano
Title: LIEUTENANT
Address: 501 N. COUNTY FARM RD
Phone: 630-407-2084 WHEATON, IL 60187
TTY # _____
Fax # _____
E-mail Address: frank.bibbiano@dupagesheriff.org
Additional Information: _____

EXHIBIT E
PERFORMANCE MEASURES

Not applicable.

EXHIBIT F
PERFORMANCE STANDARDS

Not applicable.

**EXHIBIT G
SPECIFIC CONDITIONS**

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

Not applicable

PART TWO – THE GRANTOR-SPECIFIC TERMS

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

[Here is where the Grantor lists its specific requirements. Numbering should continue from **PART ONE**, so the first Article of **PART TWO** should be Article 27 and the first paragraph should be 27.1.]

[See Paragraphs 4.2, 4.4, 4.7, 4.8, 5.1, 7.8, 12.1, 12.4, 13.1, 13.2, 14.1, 14.2, 14.3, 15.2, 15.3, 16.1, 19.1, 22.2, 24.1 and 26.12 for information that may be required in this **PART TWO**.]

27.1 Paragraph 4.4 is not applicable to this grant opportunity.

27.2 Paragraph 4.8 is not applicable to this grant opportunity.

27.3 Paragraph 5.1 is not applicable to this grant opportunity.

27.4 Paragraph 13.1 is not applicable to this grant opportunity.

27.5 Paragraph 13.2 is not applicable to this grant opportunity.

27.6 Paragraph 14.1 is not applicable to this grant opportunity.

27.7 Paragraph 14.2 is not applicable to this grant opportunity.

27.8 Paragraph 14.3 is not applicable to this grant opportunity.

27.9 Paragraph 15.2 is not applicable to this grant opportunity.

27.10 Paragraph 15.3 is not applicable to this grant opportunity.

27.11 In accordance with paragraph 26.12 the following exceptions have been approved for this grant opportunity:

- PFR PPR and Work Plan

PART THREE – THE PROJECT-SPECIFIC TERMS

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

[Here is where the Grantor lists the specific requirements for this Project, including identification of all applicable state and federal rules. Numbering should continue from PART TWO.]

[See Paragraphs 4.2, 4.4, 4.7, 4.8, 5.1, 7.8, 12.1, 12.4, 13.1, 13.2, 14.1, 14.2, 14.3, 15.2, 15.3, 16.1, 19.1, 22.2, 24.1 and 26.12 for information that may be required in this PART THREE.]

27.12 The requirements of paragraph 12.1 shall be met in accordance with 20 Ill. Adm. Code 1705.170

27.13 The requirements of paragraph 22.2 shall be met in accordance with 20 Ill. Adm. Code 1705.170



Finance Resolution

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

File #: FI-R-0173-23

Agenda Date: 8/1/2023

Agenda #: 7.C.

ACCEPTANCE AND APPROPRIATION OF
THE DONATED FUNDS INITIATIVE PROGRAM GRANT PY24
INTER-GOVERNMENTAL AGREEMENT NO. FCSCJ00210
COMPANY 5000 - ACCOUNTING UNIT 6560
\$103,119

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

WHEREAS, the County of DuPage, through the DuPage County State's Attorney's Office, has been notified by the Illinois Department of Human Services that grant funds in the amount of \$77,339 (SEVENTY-SEVEN THOUSAND, THREE HUNDRED THIRTY-NINE AND NO/100 DOLLARS) are available for continuing the DuPage County Children's Center Donated Funds Initiative Program; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. FCSCJ00210 with the Illinois Department of Human Services, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the County will provide matching funds in the amount of \$25,780 (TWENTY-FIVE THOUSAND, SEVEN HUNDRED EIGHTY AND NO/100 DOLLARS) which is budgeted for in Fiscal Year 2023 and will be provided by the General Fund-Children's Center (Company 1000 - Accounting Unit 6510); and

WHEREAS, the term of the Inter-Governmental Agreement is from July 1, 2023 through June 30, 2024; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Inter-Governmental Agreement No. FCSCJ00210 (ATTACHMENT II) between DuPage County and the Illinois Department of Human Services is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$103,119 (ONE HUNDRED THREE THOUSAND, ONE HUNDRED NINETEEN AND NO/100 DOLLARS) be made to establish the Donated Funds Initiative Program Grant PY24, Company 5000 - Accounting Unit 6560, for the period July 1, 2023 through June 30, 2024; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Director of the DuPage County Children’s Advocacy Center is authorized to execute and sign Agreement No. FCSCJ00210 as the Authorized Representative; and

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

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

Enacted and approved this 8th day of August, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ACCEPTANCE AND APPROPRIATION TO ESTABLISH
THE DONATED FUNDS INITIATIVE PROGRAM GRANT PY24
INTER-GOVERNMENTAL AGREEMENT NO. FCSCJ00210
COMPANY 5000 – ACCOUNTING UNIT 6560
\$103,119

REVENUE

| | | |
|--|----|---------------|
| 41000-0002 - Federal Operating Grant - HHS | \$ | 77,339 |
| 46031-0000 - Matching Contributions | | <u>25,780</u> |

TOTAL ANTICIPATED REVENUE \$ 103,119

EXPENDITURES

PERSONNEL

| | | |
|-------------------------------|----|----------------|
| 50000-0000 - Regular Salaries | \$ | <u>103,119</u> |
|-------------------------------|----|----------------|

TOTAL PERSONNEL \$ 103,119

TOTAL ADDITIONAL APPROPRIATION \$ 103,119

GRANT AGREEMENT



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

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

PART ONE – The Uniform Terms

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

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

By: _____
Signature of Authorized Representative

Date: _____

Date: _____

Designee Name: _____

Printed Name: _____

Designee Title: Contract Obligations Analyst

Printed Title: _____

E-mail: mary.keating@dupageco.org

By: _____
Signature of Second Grantor Approver, if applicable

FEIN: 366006551

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantor Approver

By: _____

Signature of Second Grantee Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantee Approver
(optional at Grantee's discretion)

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

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

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

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

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

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

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

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

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

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

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

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

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

“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 \$77,339.00, of which \$77,339.00 are federal funds. Grantee accepts Grantor’s payment as specified in this ARTICLE.

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

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

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

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV PAYMENT REQUIREMENTS

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

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

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

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: SOCIAL SERVICES BLOCK GRANT STATE PROGRAM NAME: SOCIAL ADJ & REHABILITATION/PI/OPS

SCOPE OF SERVICES

ACCOUNT_LINE(s) SUMMARY:

Acct.Line#: 1

CSFA Number: 444-80-1213

Appropriation FY: 2024

Appropriation Code: 0762.44480.4900.000000NE

WBS Element: 444SSBG023-DFCFD122-HC93

Sponed. Prog: DFCF

Appropriation Amount: \$58,004.00

These funds are Used/Reported by the Provider as Federal Funds: Yes

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

Use by DHS as Matching Funds: No

Assistance Listing Program Number: 93.667

Assistance Listing Program Title: Social Service Block Grant

FAIN Number: 2302ILSOSR - FAIN Award Agency: DHHS

FAIN Award Date: Oct 1, 2022

Acct.Line#: 2

CSFA Number: 444-80-1213

Appropriation FY: 2024

Appropriation Code: 0762.44480.4900.000000NE

WBS Element: 444SSBG024-DFCFD122-HC93

Sponed. Prog: DFCF

Appropriation Amount: \$19,335.00

These funds are Used/Reported by the Provider as Federal Funds: Yes

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

Use by DHS as Matching Funds: No

Assistance Listing Program Number: 93.667

Assistance Listing Program Title: Social Service Block Grant

FAIN Number: 2402ILSOSR - FAIN Award Agency: DHHS

FAIN Award Date: Oct 1, 2023

Acct.Line#: 3

CSFA Number: 444-80-1213

Appropriation FY: 2024

Appropriation Code: 0762.44480.4900.000000NE

WBS Element: 444SSBG023-DFCFD121-HC93

Sponed. Prog: DFCF

Appropriation Amount: \$0.00

These funds are Used/Reported by the Provider as Federal Funds: Yes

State Of Illinois.

DHS GRANT AGREEMENT FISCAL YEAR 2024

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EXHIBIT A
PROJECT DESCRIPTION

Use by DHS as Maintenance of Effort (MOE): No
 Use by DHS as Matching Funds: No
 Assistance Listing Program Number: 93.667
 Assistance Listing Program Title: Social Service Block Grant
 FAIN Number: 2201ILSOSR - FAIN Award Agency: DHHS
 FAIN Award Date: Oct 1, 2021

Targeted area is statewide

Social service delivery to persons in need with a reasonable expectation of:

- Achieving or maintaining economic self-support to prevent, reduce or eliminate dependency;
- Achieving or maintaining self-sufficiency, including reduction or prevention of dependency;
- Preventing or remedying neglect, abuse or exploitation of children and adults unable to protect their own interests or preserving, rehabilitating or reuniting families;
- Preventing or reducing inappropriate institutional care by providing for community based care, home based care or other forms of less intensive care; and
- Securing referral or admission for institutional care when other forms of care are not appropriate or providing services to individuals in institutions.

The service content is as specified in a Program Plan that is prepared by the contractor. The Program Plan is a detailed description of the expectations of the contract and the basis for accountability. Services are defined by the Title XX Social Services Block Grant and the Donated Funds Initiative.

Federal Statutes: Federal Law and Statute: Social Services Block Grant-Mandatory Block Grant by the Social Security Act, Title XX, as amended; Omnibus Budget Reconciliation Act of 1981, as amended, Public Law 97-35; Jobs Training Bill, Public Law 98-8 and 473; Medicaid and Medicare Patient and Program Act of 1987; Omnibus Budget Reconciliation Act of 1987, Public Law 100-203; Family Support Act of 1998, Public Law 100-485; Omnibus Budget Reconciliation Act of 1993, Public Law 106-66, 42 U.S.C 1397 ET seq.

State Statute: The Department will make use of the Local Initiative Fund as governed by the appropriations authority established by the Illinois General Assembly (Section 12-10.1 of the Illinois Public Aid Code [305 ILCS 5/12-10.1]) for the purpose of purchasing social services.

Administrative Rule: Title 89 Part 130 Administration of Social Programs. This authority is through the appropriation from the Local Initiative Fund, which is the designated account into which the Department receives federal funds and out of which it reimburses up to 75% of the costs of services provided under the Donated Funds Initiative.

EXHIBIT A
PROJECT DESCRIPTION

----- END OF PROGRAM: SOCIAL ADJ & REHABILITATION/PI/OPS -----

EXHIBIT B
DELIVERABLES

- A. Time Period for Required Periodic Financial Reports. Unless a different reporting requirement is specified in Exhibit G, Grantee shall submit financial reports to Grantor pursuant to Paragraph 13.1 and reports must be submitted no later than 15 days after the quarter ends.
- B. Time Period for Close-out Reports. Grantee shall submit a Close-out Report pursuant to Paragraph 13.2 and no later than 30 days after this Agreement's end of the period of performance or termination.
- C. Time Period for Required Periodic Performance Reports. Unless a different reporting requirement is specified in Exhibit G, Grantee shall submit Performance Reports to Grantor pursuant to Paragraph 14.1 and such reports must be submitted no later than 15 days after the quarter ends.
- D. Time Period for Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, pursuant to Paragraph 14.2 and no later than 30 days after this Agreement's end of the period of performance or termination.

----- END OF PROGRAM: SOCIAL ADJ & REHABILITATION/PI/OPS -----

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

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

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: LATICIA WHEATLEY
Title: Social Service Program Planner
Address: 823 E Monroe St
Springfield, IL 62701-1915

GRANTEE CONTACT

Name: Catherine Hundley
Title: Director, Childrens Center
Address: 421 N County Farm Rd
Wheaton, IL 60187-3978

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: _____

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: LATICIA WHEATLEY
Title: Social Service Program Planner
Address: 823 E Monroe St
Springfield, IL 62701-1915

Phone: 217-557-2948
TTY #: _____
E-mail Address: laticia.wheatley@illinois.gov

GRANTEE CONTACT

Name: Catherine Hundley
Title: Director, Childrens Center
Address: 421 N County Farm Rd
Wheaton, IL 60187-3978

Phone: 630-407-2725
TTY #: _____
E-mail Address: catherine.hundley@dupageco.org

EXHIBIT D
PERFORMANCE MEASURES

Measures data includes:

- 1.# of children, seniors and other adults provided Title XX services.
- 2.# of Title XX service activities delivered.

Program Compliance:

Matching funds and expenditures are reported monthly via IL444-4131 - Donated Funds Initiative - Request for Reimbursement or C-13 Invoice Voucher. Measurements to support contract compliance:

- 1.Amount of the 25% local matching dollars reported.
- 2.Amount of allowable line item expenditures reported.
- 3.Number of timely and correct reports submitted monthly for reimbursement, quarterly for service provision and annually for service planning and final reporting.
- 4.Number of contractors submitting a budget with administrative cost less than 20%.
- 5.Number of contractors agreeing to an on-site compliance monitoring review.

Federal Reporting:

Two reports are submitted by DHS annually for federal reporting. A Pre expenditure report also known as the States Intended Use Plan and Post Expenditure report which is used to compare projected services to actual for each service category.

Measurements to support federal reporting via Pre and Post Expenditure Reports prepared by the DHS Bureau of Basic Supports-Title XX:

- 1.Same as above- # of children, seniors, and other adults served.
- 2.Same as above- amount of allowable expenditures.

----- END OF PROGRAM: SOCIAL ADJ & REHABILITATION/PI/OPS -----

EXHIBIT D
PERFORMANCE STANDARDS

Social Services are delivered that are directed to achieving or maintaining economic self-support, self-sufficiency, preventing or remedying neglect, abuse, inappropriate institutional care, or securing appropriate care.

1. At least 70 % of the projected number of persons to receive services.
2. At least 70 % achievement of the projected service activities.
3. No more than 10% variance of expenditures to budget line item.
4. 100% of the required local matching dollars will be applied to the program.
5. 100% of the line item expenditures will be allowable.
6. 80% timely and correct reports submitted monthly for reimbursement, quarterly for service provision and annually for service planning and final reporting.
7. 100% expected to comply with a compliance monitoring review.
8. 100% shall have no more than 20% administration cost.

----- END OF PROGRAM: SOCIAL ADJ & REHABILITATION/PI/OPS -----

EXHIBIT E
SPECIFIC CONDITIONS

N/A

----- END OF PROGRAM: SOCIAL ADJ & REHABILITATION/PI/OPS -----

EXHIBIT F
PAYMENT

Payments occur after service has been provided and documentation has been received by IDHS. Payment is contingent upon providers having on hand the 25% required match.

Title XX Social Services Block Grant Donated Funds Initiative is a fixed rate grant program for which the payments are made on the basis of a rate or allowable actual cost incurred per the Program Plan and is based on a statement or bill as required by IDHS.

Billings, with substantiating documentation, are submitted by the Provider within thirty days following the end of the month for which payment is requested.

Reimbursement of costs incurred prior to the execution date of this agreement, but not before the July 1, 2022 Start Date of this agreement, will be allowed for use as specified in the Exhibit A Project Description of this agreement, as approved by the Department. If not associated with activities clearly identified in the Exhibit A Project Description of this agreement, any such costs incurred will be disallowed.

----- END OF PROGRAM: SOCIAL ADJ & REHABILITATION/PI/OPS -----

PART TWO –GRANTOR-SPECIFIC TERMS

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

**ARTICLE XXIII
ADDITIONAL CERTIFICATIONS**

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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

PART THREE –PROJECT-SPECIFIC TERMS

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

**ARTICLE XXIX
ADDITIONAL REQUIREMENTS**

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Agreement Numbers. **FCSCJ00210**

State Agency Illinois Department of Human Services
Grantee DUPAGE COUNTY DEPARTMENT OF
Data Universal Number System (DUNS) Number 135836026
Catalog of State Financial Assistance (CSFA) Number 444-80-1213
Catalog of Federal Domestic Assistance (CFDA) Number 93.667

FY. 2024
Notice of Funding Opportunity (NOFO) Number. 24-444-80-1213-01
FEIN 366006551
CSFA Short Description. SOCIAL ADJ & REHABILITATION/P
CFDA Short Description. 93.667

Section A: State of Illinois Funds

| REVENUES | Total |
|--|--------------|
| State of Illinois Requested: | \$77,339.00 |
| Budget Expenditure Categories | |
| 1. Personnel (200.430) | \$77,338.81 |
| 2. Fringe Benefits (200.431) | N/A |
| 3. Travel (200.475) | N/A |
| 4. Equipment (200.439 and 200.436(a)) | N/A |
| 5. Supplies (200.1 and 200.453) | N/A |
| 6. Contractual Services/Subawards (200.318 and 200.1) | N/A |
| 7. Consultant (200.459) | N/A |
| 8. Construction | N/A |
| 9. Occupancy - Rent and Utilities (200.465 and 200.436(a)) | N/A |
| 10. Research and Development (R & D) (200.1) | N/A |
| 11. Telecommunications | N/A |
| 12. Training and Education (200.473) | N/A |
| 13. Direct Administrative Costs (200.413) | N/A |
| 14. Other or Miscellaneous Costs | N/A |
| 15. Grant Exclusive Line Item(s) | N/A |
| 16. Total Direct Costs (add lines 1-15) (200.413) | \$77,338.81 |
| 17. Indirect Cost (200.414) | N/A |
| Rate %: N/A | |
| Base: N/A | |
| 18. Total Costs State Grant Funds Lines 16 and 17 MUST EQUAL REVENUE TOTALS ABOVE | \$77,339.00 |

Note: Total may be adjusted for rounding.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Agreement Numbers. FCSCJ00210

State Agency Illinois Department of Human Services

FY. 2024

Grantee DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number. 24-444-80-1213-01

Data Universal Number System (DUNS) Number 135836026

FEIN 366006551

Catalog of State Financial Assistance (CSFA) Number 444-80-1213

CSFA Short Description. SOCIAL ADJ & REHABILITATION/P

Catalog of Federal Domestic Assistance (CFDA) Number 93.667

CFDA Short Description. 93.667

Section B: Non-State of Illinois Funds

| REVENUES | Total |
|--|-------------|
| Grantee Match Requirement %: N/A | |
| b) Cash | \$25,780.00 |
| c) Non-Cash | N/A |
| d) other Funding and Contributions | N/A |
| Total Non-State Funds (lined b through d) | \$25,780.00 |
| Budget Expenditure Categories | |
| 1. Personnel (200.430) | \$25,780.44 |
| 2. Fringe Benefits (200.431) | N/A |
| 3. Travel (200.475) | N/A |
| 4. Equipment (200.439 and 200.436(a)) | N/A |
| 5. Supplies (200.1 and 200.453) | N/A |
| 6. Contractual Services/Subawards (200.318 and 200.1) | N/A |
| 7. Consultant (200.459) | N/A |
| 8. Construction | N/A |
| 9. Occupancy - Rent and Utilities (200.465 and 200.436(a)) | N/A |
| 10. Research and Development (R & D) (200.1) | N/A |
| 11. Telecommunications | N/A |
| 12. Training and Education (200.473) | N/A |
| 13. Direct Administrative Costs (200.413) | N/A |
| 14. Other or Miscellaneous Costs | N/A |
| 15. Grant Exclusive Line Item(s) | N/A |
| 16. Total Direct Costs (add lines 1-15) (200.413) | \$25,780.44 |
| 17. Indirect Cost (200.414) | N/A |
| Rate %: N/A | |
| Base: N/A | |
| 18. Total Costs Non-State Grant Funds Lines 16 and 17 MUST EQUAL REVENUE TOTALS ABOVE | \$25,780.00 |

Note: Total may be adjusted for rounding.

Contract Published Date Time: 2023.07.11.06.47.20 164



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Agreement Numbers. FCSCJ00210

State Agency Illinois Department of Human Services

FY. 2024

Grantee DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number. 24-444-80-1213-01

Data Universal Number System (DUNS) Number 135836026

FEIN 366006551

Catalog of State Financial Assistance (CSFA) Number 444-80-1213

CSFA Short Description. SOCIAL ADJ & REHABILITATION/P

Catalog of Federal Domestic Assistance (CFDA) Number 93.667

CFDA Short Description. 93.667

Budget Narrative Summary

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

| Budget Category | State | Non-State | Total |
|---|--------------|------------------|--------------|
| 1. Personnel | \$77,338.81 | \$25,780.44 | \$103,119.25 |
| 2. Fringe Benefits | N/A | N/A | N/A |
| 3. Travel | N/A | N/A | N/A |
| 4. Equipment | N/A | N/A | N/A |
| 5. Supplies | N/A | N/A | N/A |
| 6. Contractual Services | N/A | N/A | N/A |
| 7. Consultant (Professional Services) | N/A | N/A | N/A |
| 8. Construction | N/A | N/A | N/A |
| 9. Occupancy (Rent and Utilities) | N/A | N/A | N/A |
| 10. Research and Development (R & D) | N/A | N/A | N/A |
| 11. Telecommunications | N/A | N/A | N/A |
| 12. Training and Education | N/A | N/A | N/A |
| 13. Direct Administrative Costs | N/A | N/A | N/A |
| 14. Other or Miscellaneous Costs | N/A | N/A | N/A |
| 15. GRANT EXCLUSIVE LINE ITEM(S) | N/A | N/A | N/A |
| 16. Total Direct Costs (add lines 1-15) (200.413) | \$77,338.81 | \$25,780.44 | \$103,119.25 |
| 17. Indirect Cost | N/A | N/A | N/A |
| State Request | \$77,339.00 | | |
| Non-State Amount | | \$25,780.00 | |
| TOTAL PROJECT COSTS | | | \$103,119.00 |

Note: Total may be adjusted for rounding.



Finance Resolution

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

File #: FI-R-0174-23

Agenda Date: 8/1/2023

Agenda #: 7.D.

ACCEPTANCE AND APPROPRIATION OF
THE ILDCFS CHILDREN'S ADVOCACY CENTER GRANT PY24
AGREEMENT NO. 3871779014
COMPANY 5000 - ACCOUNTING UNIT 6580
\$312,185

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

WHEREAS, the County of DuPage, through the DuPage County State's Attorney's Office, has been notified by Children's Advocacy Centers of Illinois that grant funds in the amount of \$312,185 (THREE HUNDRED TWELVE THOUSAND, ONE HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS) are available for continuing the ILDCFS Children's Advocacy Center program; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Agreement No. 3871779014 with Children's Advocacy Centers of Illinois, a copy of which is attached to and incorporated as a part of this resolution by reference (Attachment II); and

WHEREAS, the term of the Inter-Governmental Agreement is from July 1, 2023 through June 30, 2024; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Agreement No. 3871779014 (Attachment II) between DuPage County and the Illinois Department of Children and Family Services is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment I) in the amount of \$312,185 (THREE HUNDRED TWELVE THOUSAND, ONE HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS) be made to establish the ILDCFS Children's Advocacy Center Grant PY24, Company 5000 - Accounting Unit 6580, for the period July 1, 2023 through June 30, 2024; and

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

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

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

Enacted and approved this 8th day of August, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION FOR THE
THE ILDCFS CHILDREN'S ADVOCACY CENTER GRANT PY24
INTER-GOVERNMENTAL AGREEMENT NO. 3871779014
COMPANY 5000 – ACCOUNTING UNIT 6580
\$312,185

REVENUE

| | | |
|--|----|----------------|
| 41000-0002 - Federal Operating Grant - HHS | \$ | 6,123 |
| 41400-0004 - State Operating Grant - IDCFS | | <u>306,062</u> |

TOTAL ANTICIPATED REVENUE \$ 312,185

EXPENDITURES

PERSONNEL

| | | |
|-------------------------------|----|----------------|
| 50000-0000 - Regular Salaries | \$ | <u>312,185</u> |
|-------------------------------|----|----------------|

TOTAL PERSONNEL \$ 312,185

TOTAL ADDITIONAL APPROPRIATION \$ 312,185

ATTACHMENT II

CFS 968-SUB
Rev. 6/2023

SUBCONTRACT/SUB-AWARD AGREEMENT

Subcontractor/Sub-Recipient UEI # W7KRN7E54898

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

Primary Vendor/Recipient DCFS Contract/Agreement#(s): 3871779014

A. TERM OF THE SUBCONTRACT/SUB-AWARD AGREEMENT

This Agreement ("Subcontract" or "Sub-Award") shall be effective (date) 07/01/2023, and shall expire on 06/30/2024.

B. PARTIES TO THE SUBCONTRACT/SUB-AWARD AGREEMENT

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

Children's Advocacy Centers of Illinois

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

(Subcontractor/Sub-Recipient) DuPage County with

its principal offices at : 422 North County Farm Road Wheaton, IL 60187 hereinafter

referred to as "Subcontractor/Sub-Recipient."

C. SUBCONTRACT/SUB-AWARD PAYMENT

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

| | |
|--|-------------------------|
| Contract/Agreement # <u>3871779014</u> | is \$ <u>312,185.00</u> |
| Contract/Agreement # _____ | is \$ _____ |
| Contract/Agreement # _____ | is \$ _____ |
| Contract/Agreement # _____ | is \$ _____ |
| Contract/Agreement # _____ | is \$ _____ |

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

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

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

E. SERVICE LOCATIONS

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

422 North County Farm Road Wheaton, IL 60187

NOTE

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

F. INVOICING AND PAYMENT

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

G. CONDITIONS FOR EARLY SUBCONTRACT/SUB-AWARD TERMINATION

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

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

See grant terms and conditions.

H. SERVICE OUTCOMES

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

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

I. ADDITIONAL FEES

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

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

J. CONFIDENTIALITY

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

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

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

K. COMPLIANCE WITH DEPARTMENT RULES AND PROCEDURES

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

L. COMPLIANCE WITH LAWS

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

M. LIABILITY

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

N. AUDIT/RETENTION OF RECORDS

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

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

Signature on file

Vendor/Recipient Executive Director or Board Chairman

CACI

Name (please print)

Date

Subcontractor/Sub-Recipient Signature

Robert Berlin

7/10/2023

Name (please print)

Date

TAXPAYER IDENTIFICATION NUMBER

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

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

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

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

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

Legal Status (check one):

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

Signature of Authorized Representative: _____ **Signature on file**

Printed Name Robert Berlin Date: 7/10/2023

SUBCONTRACTOR/SUB-RECIPIENT STANDARD CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

- 6.20 Subcontractor/Sub-Recipient certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
- 6.21 Subcontractor/Sub-Recipient certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
- 6.22 Subcontractor/Sub-Recipient certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
- 6.23 Subcontractor/Sub-Recipient certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
- 6.24 Subcontractor/Sub-Recipient certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
- 6.25 Subcontractor/Sub-Recipient certifies that it is not in violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, or any violation has been mitigated. 30 ILCS 500/50-14.5, 410 ILCS 45.
- 6.26 Subcontractor/Sub-Recipient warrants and certifies that it and, to the best of its knowledge, its subcontractors and sub-recipients have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Subcontractors/Sub-Recipients and subcontractors/sub-recipients from hiring the then- serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 6.27 Subcontractor/Sub-Recipient certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.
- 6.28 Subcontractor/Sub-Recipient certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517/15.
- 6.29 A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

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

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

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

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

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

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

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

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

The Subcontractor/Sub-Recipient prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under 18 years of age which services are supported by Federal or State government assistance (except portions of the facilities which are used for inpatient substance abuse treatment).

- 6.32 Subcontractor/Sub-Recipient further certifies:

- No funds received under this Contract/Agreement shall be used for attempting to influence federal legislation or to pay the salary or expenses of any individual engaging in said activity.
- No federally appropriated funds have been paid or will be paid, by or on behalf of the Subcontractor/Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- If any funds, other than federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Contract/Agreement, etc., the Service Subcontractor/Sub-Recipient must also complete and submit timely, federal form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- If there are any indirect costs associated with this Contract/Agreement, totally-lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs.
- This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 U.S.C. Sec. 1352 (1989). Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

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

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

Jeanine Nicarico Children's Advocacy Center

Signature Signature on file

Printed Name Robert Berlin

Title State's Attorney

Date 7/10/2023

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

Telephone 630-407-2750

Email Address catherine.hundley@dupageco.org

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

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

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

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

This disclosure is submitted for:

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

| | |
|--|---|
| Subcontractor/Sub-Recipient Name | Jeanine Nicarico Children's Advocacy Center |
| Doing Business As (DBA) | |
| Parent Entity | |
| Instrument of Ownership or Beneficial Interest | |

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

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

Option 1 – Publicly Traded Entities

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

OR

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

Option 2 – Privately Held Entities with more than 200 Shareholders

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

OR

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

Also complete Step 2, Option B.

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

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

Also complete Step 2, Option B.

Option 4 – Foreign Entities

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

OR

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

Also complete Step 2, Option B.

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Governmental Entities

Complete Step 2, Option B.

Option 7 – Individuals

Skip to Step 3.

Option 8 – Sole Proprietors

Skip to Step 3.

STEP 2
DISCLOSURE OF FINANCIAL INTEREST OF BOARD OF DIRECTORS

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

OPTION A – Ownership Share and Distributive Income

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

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

TABLE – X

| Name | Address | Percentage of Ownership | \$ Value of Ownership |
|------|---------|-------------------------|-----------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

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

TABLE – Y

| Name | Address | % of Distributive Income | \$ Value of Distributive Income |
|------|---------|--------------------------|---------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Please certify that the following statements are true.

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

Yes No

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

Yes No

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

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

| TABLE – Z | |
|--------------|---------|
| Name | Address |
| See attached | |
| | |
| | |
| | |
| | |
| | |
| | |

**STEP 3
DISCLOSURE OF LOBBYIST OR AGENT**

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

| Name | Address | Relationship to Disclosing Entity |
|-------------------------------|--|-----------------------------------|
| Roger C. Marquardt & Co., Inc | 311 S. County Farm Road, Wheaton, IL 60187 | Lobbyist |

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain an Agency contract: \$48,000

Jeanine Nicarico Children's Advocacy Center – Governing Board

| | |
|--------------------------------|--|
| State's Attorney Robert Berlin | DuPage County State's Attorney's Office, 503 N. County Farm Road, Wheaton, IL 60187 |
| Robert Toerpe | DuPage County Sheriff's Office, 501 N. County Farm Road, Wheaton, IL 60187 |
| John Gac | DCFS 1717 Park St., Suite 105, Naperville, IL 60563\ |
| Chief Robert O'Connor | Itasca Police Department 540 E. Irving Park Rd., Itasca, IL 60143 |
| Chief Phil Norton | Glen Ellyn Police Department 65 S. Park Blvd., Glen Ellyn, IL 60137 |
| Dr. Joy Lo | Edward-Elmhurst Hospital, Care Center 801 S. Washington St., Naperville, IL 60540 |
| Director Catherine Hundley | Jeanine Nicarico Children's Advocacy Center 422 N. County Farm Road, Wheaton, IL 60187 |

STEP 4 PROHIBITED CONFLICTS OF INTEREST

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

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

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

STEP 5 POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

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

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

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

STEP 6
EXPLANATION OF AFFIRMATIVE RESPONSES

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

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

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

| | |
|----|--|
| A. | |
| B. | |
| C. | |
| D. | |
| E. | |
| F. | |
| G. | |
| H. | |

STEP 7
DISCLOSURE OF CURRENT AND PENDING CONTRACTS

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

Yes No

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

| Awarding Government Entity | Project Title | Status | Value | Contract # Reference/P.O./Illinois Procurement Bulletin # |
|----------------------------|----------------------------------|--------|----------|---|
| ICJIA through CACI | Victims of Crime Act Grant | Active | \$67,740 | 221203 |
| IL Dept of Human Svcs | Donated Funds Initiative Program | Active | \$77,339 | FCSBJ00210 |

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

STEP 8

POTENTIAL CONFLICTS OF INTEREST FOR RELATED PARTY TRANSACTIONS

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

Does any Key Management Staff receive compensation or payment in any form from another organization?

Yes No

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

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

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

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

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

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

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

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

Name: Jeanine Nicarico Children's Advocacy Center

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

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

| Name | Position | Organization | Nature of Proceedings | Date of Proceedings |
|------|----------|--------------|-----------------------|---------------------|
| | | | | |
| | | | | |

STEP 10
SIGN THE DISCLOSURE

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

Name of Disclosing Entity: Jeanine Nicarico Children's Advocacy Center
Signature: Signature on file Date: 7/10/2023
Printed Name: Robert Berlin Title: DuPage County State's Attorney
Phone Number: 630-407-2750 Email Address: catherine.hundley@dupageco.org



Budget Transfer

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

File #: 23-2525

Agenda Date: 8/1/2023

Agenda #: 8.A.

DuPage County, Illinois
 BUDGET ADJUSTMENT
 Effective October, 2022

TITLE IV-D PROGRAM GRANTS

From: 5000
 Company #

From: Company/Accounting Unit Name

| Accounting Unit | Account | Sub-Account | Title | Amount | Finance Dept Use Only Available Balance | | Date of Balance |
|-----------------|---------|-------------|-----------------------------|-------------|---|----------------|-----------------|
| | | | | | Prior to Transfer | After Transfer | |
| 6570 | 53090 | | OTHER PROFESSIONAL SERVICES | \$ 2,886.00 | 47,844.00 | 44,958.00 | 7/13/23 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Total | | | | \$ 2,886.00 | | | |

TITLE IV-D PROGRAM GRANTS

To: 5000
 Company #

To: Company/Accounting Unit Name

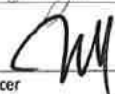
| Accounting Unit | Account | Sub-Account | Title | Amount | Finance Dept Use Only Available Balance | | Date of Balance |
|-----------------|---------|-------------|--------------------------------|-------------|---|----------------|-----------------|
| | | | | | Prior to Transfer | After Transfer | |
| 6570 | 50000 | | REGULAR SALARIES | \$ 2,643.00 | 999,351.24 | 1,001,994.00 | 7/13/23 |
| 6570 | 51030 | | EMPLOYER SHARE SOCIAL SECURITY | \$ 243.00 | 76,483.64 | 76,726.00 | 7/13/23 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Total | | | | \$ 2,886.00 | | | |

Reason for Request:

Realign grant budget to account for final expenditures.

Signature on file

Department Head



Chief Financial Officer

7/13/23
 Date
 7/14/23
 Date

Activity 2021-55-013-Y23
 (optional)

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

JPS - 8/1/23

FINACB - 8/8/23



Budget Transfer

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

File #: 23-2526

Agenda Date: 8/1/2023

Agenda #: 8.B.

DuPage County, Illinois
 BUDGET ADJUSTMENT
 Effective October, 2022

PROBATION SERVICES - FEES

From: 1400
 Company #

From: Company/Accounting Unit Name

| Accounting Unit | Account | Sub-Account | Title | Amount | Finance Dept Use Only Available Balance | | Date of Balance |
|-----------------|---------|-------------|--------------|--------------|---|----------------|-----------------|
| | | | | | Prior to Transfer | After Transfer | |
| 6120 | 54100 | | IT EQUIPMENT | \$ 32,000.00 | 200,000.00 | 168,000.00 | 7/21/23 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | Total | \$ 32,000.00 | | | |

PROBATION SERVICES - FEES

To: 1400
 Company #

To: Company/Accounting Unit Name

| Accounting Unit | Account | Sub-Account | Title | Amount | Finance Dept Use Only Available Balance | | Date of Balance |
|-----------------|---------|-------------|---------------------------|--------------|---|----------------|-----------------|
| | | | | | Prior to Transfer | After Transfer | |
| 6120 | 53807 | | SOFTWARE MAINT AGREEMENTS | \$ 32,000.00 | 2,258.00 | 34,258.00 | 7/21/23 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | Total | \$ 32,000.00 | | | |

Reason for Request:

Need to transfer funds to cover upgrade to the current Probation Case Management System (PCMS) release. Current release is 10+ years and unsupported.

Signature on file

Department Head

Chief Financial Officer

7/21/2023
 Date
7/21/23
 Date

Activity _____
 (optional)

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

JPS - 8/1/23

FIN-CB - 8/8/23



Change Order

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

File #: 23-2527

Agenda Date: 8/1/2023

Agenda #: 9.A.

Consent
JPS 8/1
CB 8/8



Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Date: _____
MinuteTraq (IQM2) ID #: 23279

| | | | |
|---|--|--------------------------|--|
| Purchase Order #: 5749-0001-SERV | Original Purchase Order Date: Jun 1, 2022 | Change Order #: 1 | Department: Circuit Court Clerk |
| Vendor Name: HOV SERVICES INC. | | Vendor #: 12100 | Dept Contact: Julie Ellefsen |
| Background and/or Reason for Change Order Request: | CLOSE CONTRACT | | |
| 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 | \$723,699.00 |
| B | Net \$ change for previous Change Orders | |
| C | Current contract amount (A + B) | \$723,699.00 |
| D | Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease | (\$372,277.22) |
| E | New contract amount (C + D) | \$351,421.78 |
| F | Percent of current contract value this Change Order represents (D / C) | -51.44% |
| G | Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) | -51.44% |

DECISION MEMO NOT REQUIRED

- Cancel entire order Close Contract Contract Extension (29 days) Consent Only
- Change budget code from: _____ to: _____
- 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 ≥ \$2,500.00, or ≥ 10%, of current contract amount Funding Source _____
- OTHER - explain below:

| | | | | | |
|---|-----------|---|-------------------------------------|-----------|-------------|
| JCE | 8590 | Jul 5, 2023 | JCE | 8590 | Jul 5, 2023 |
| Prepared By (Initials) | Phone Ext | Date | Recommended for Approval (Initials) | Phone Ext | Date |
| REVIEWED BY (Initials Only) | | | | | |
| Buyer | Date | <i>JCE</i> | Procurement Officer | Date | 7/19/23 |
| Chief Financial Officer (Decision Memos Over \$25,000) | Date | Chairman's Office (Decision Memos Over \$25,000) | Date | | |



Change Order

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

File #: 23-2528

Agenda Date: 8/1/2023

Agenda #: 9.B.

Consent
JPS 8/1
CB 8/8



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Jun 7, 2023

MinuteTraq (IQM2) ID #: 23-2331

| | | | |
|---|--|--------------------------|---|
| Purchase Order #: 6016-0001 SERV | Original Purchase Order Date: Sept 13, 2022 | Change Order #: 1 | Department: Sheriff's Department |
| Vendor Name: Alliance Technology Group LLC | | Vendor #: 30204 | Dept Contact: C. Zbilski |
| Background and/or Reason for Change Order Request: | PO expired. Decrease Purchase Order and Close PO. | | |
| 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 \$469,920.77 |
| B | Net \$ change for previous Change Orders \$0.00 |
| C | Current contract amount (A + B) \$469,920.77 |
| D | Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease (\$469,920.77) |
| E | New contract amount (C + D) \$0.00 |
| F | Percent of current contract value this Change Order represents (D / C) -100.00% |
| G | Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) -100.00% |

DECISION MEMO NOT REQUIRED

Cancel entire order
 Close Contract
 Contract Extension (29 days)
 Consent Only

Change budget code from: _____ to: _____

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 ≥ \$2,500.00, or ≥ 10%, of current contract amount
 Funding Source _____

OTHER - explain below: _____

| | | | |
|---|-------------|---|--|
| BJP | Jun 7, 2023 | CZ | 2122 |
| Prepared By (Initials) | Phone Ext | Date | Recommended for Approval (Initials) Phone Ext Date |
| REVIEWED BY (Initials Only) | | | |
| Buyer | Date | <i>dicol</i> Procurement Officer | Jul 6, 2023 Date |
| Chief Financial Officer (Decision Memos Over \$25,000) | Date | Chairman's Office (Decision Memos Over \$25,000) | Date |



Change Order

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

File #: 23-2529

Agenda Date: 8/1/2023

Agenda #: 9.C.

Consent
JPS 8/1
CB 8/8



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Jun 7, 2023

MinuteTraq (IQM2) ID #: 23-2333

| | | | |
|---|--|---------------------------------|---|
| Purchase Order #: 6024-0001 SERV | Original Purchase Order Date: Sept 13, 2022 | Change Order #: 2 | Department: Sheriff's Department |
| Vendor Name: Scientel Solutions | Vendor #: 16986 | Dept Contact: C. Zbilski | |
| Background and/or Reason for Change Order Request: | PO expired. Decrease Purchase Order and Close PO. | | |
| 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 | \$465,123.10 |
| B | Net \$ change for previous Change Orders | \$0.00 |
| C | Current contract amount (A + B) | \$465,123.10 |
| D | Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease | (\$71,676.90) |
| E | New contract amount (C + D) | \$393,446.20 |
| F | Percent of current contract value this Change Order represents (D / C) | -15.41% |
| G | Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) | -15.41% |

DECISION MEMO NOT REQUIRED

Cancel entire order
 Close Contract
 Contract Extension (29 days)
 Consent Only

Change budget code from: _____ to: _____

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 ≥ \$2,500.00, or ≥ 10%, of current contract amount
 Funding Source _____

OTHER - explain below: _____

| | | | |
|---|-------------|---|-------------------------------------|
| BJP | Jun 7, 2023 | CZ | 2122 |
| Prepared By (Initials) | Phone Ext | Date | Recommended for Approval (Initials) |
| | | | Phone Ext |
| | | | Date |
| REVIEWED BY (Initials Only) | | | |
| Buyer | Date | <i>[Signature]</i> Procurement Officer | Jul 6, 2023 Date |
| Chief Financial Officer (Decision Memos Over \$25,000) | Date | Chairman's Office (Decision Memos Over \$25,000) | Date |



Change Order

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

File #: 23-2530

Agenda Date: 8/1/2023

Agenda #: 9.D.

Consent
JPS 8/1
OB 8/8



Request for Change Order
Procurement Services Division
 Attach copies of all prior Change Orders

Date: Jun 7, 2023

MinuteTraq (IQM2) ID #: 23-2334

| | | | |
|---|---|--------------------------|---|
| Purchase Order #: 5470-0001 SERV | Original Purchase Order Date: Oct 30, 2021 | Change Order #: 1 | Department: Sheriff's Department |
| Vendor Name: Public Safety Direct, Inc. | | Vendor #: 14308 | Dept Contact: C. Zbilski |
| Background and/or Reason for Change Order Request: | PO expired. Decrease Purchase Order and Close PO. | | |
| 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 | \$260,000.00 |
| B | Net \$ change for previous Change Orders | \$0.00 |
| C | Current contract amount (A + B) | \$260,000.00 |
| D | Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease | (\$190,361.36) |
| E | New contract amount (C + D) | \$69,638.64 |
| F | Percent of current contract value this Change Order represents (D / C) | -73.22% |
| G | Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) | -73.22% |
| DECISION MEMO NOT REQUIRED | | |

- Cancel entire order Close Contract Contract Extension (29 days) Consent Only
- Change budget code from: _____ to: _____
- 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 ≥ \$2,500.00, or ≥ 10%, of current contract amount Funding Source _____
- OTHER - explain below:

| | | | | | |
|---|-------------|---|-------------------------------------|-------------|-------------|
| BJP | Jun 7, 2023 | CZ | 2122 | Jul 5, 2023 | |
| Prepared By (Initials) | Phone Ext | Date | Recommended for Approval (Initials) | Phone Ext | Date |
| REVIEWED BY (Initials Only) | | | | | |
| Buyer | Date | <i>MCA</i> | Procurement Officer | Date | Jul 6, 2023 |
| Chief Financial Officer (Decision Memos Over \$25,000) | Date | Chairman's Office (Decision Memos Over \$25,000) | Date | Date | |



Change Order

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

File #: 23-2531

Agenda Date: 8/1/2023

Agenda #: 9.E.

Consent
JPS 8/11
CB 8/18



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Jun 7, 2023

MinuteTraq (IQM2) ID #: 23-2335

| | | | |
|---|---|--------------------------|---|
| Purchase Order #: 5531-0001 SERV | Original Purchase Order Date: Dec 1, 2021 | Change Order #: 1 | Department: Sheriff's Department |
| Vendor Name: Galls Parent Holdings, LLC | | Vendor #: 10401 | Dept Contact: C. Zbilski |
| Background and/or Reason for Change Order Request: | PO expired. Decrease Purchase Order and Close PO. | | |
| 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 | \$125,000.00 |
| B | Net \$ change for previous Change Orders | \$0.00 |
| C | Current contract amount (A + B) | \$125,000.00 |
| D | Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease | (\$61,500.10) |
| E | New contract amount (C + D) | \$63,499.90 |
| F | Percent of current contract value this Change Order represents (D / C) | -49.20% |
| G | Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) | -49.20% |

DECISION MEMO NOT REQUIRED

- Cancel entire order
- Change budget code from: _____ to: _____
- Increase/Decrease quantity from: _____ to: _____
- Price shows: _____ should be: _____
- Close Contract
- Contract Extension (29 days)
- Consent Only
- 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 ≥ \$2,500.00, or ≥ 10%, of current contract amount Funding Source _____
- OTHER - explain below:

| | | | | | |
|---|-------------|---|-------------------------------------|-------------|-------------|
| BJP | Jun 7, 2023 | CZ | 2122 | Jul 5, 2023 | |
| Prepared By (Initials) | Phone Ext | Date | Recommended for Approval (Initials) | Phone Ext | Date |
| REVIEWED BY (Initials Only) | | | | | |
| Buyer | Date | <i>MCD</i> | Procurement Officer | Date | Jul 6, 2023 |
| Chief Financial Officer (Decision Memos Over \$25,000) | Date | Chairman's Office (Decision Memos Over \$25,000) | Date | | |



Change Order

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

File #: 23-2532

Agenda Date: 8/1/2023

Agenda #: 9.F.

Consent
JPS 811
CB 818



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Jun 7, 2023

MinuteTraq (IQM2) ID #: 23-2336

| | | | |
|---|---|--------------------------|---|
| Purchase Order #: 5579-0001 SERV | Original Purchase Order Date: Dec 30, 2021 | Change Order #: 1 | Department: Sheriff's Department |
| Vendor Name: Ray O'Herron Company, Inc. | | Vendor #: 11145 | Dept Contact: C. Zbilski |
| Background and/or Reason for Change Order Request: | PO expired. Decrease Purchase Order and Close PO. | | |
| 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 | \$225,000.00 |
| B | Net \$ change for previous Change Orders | \$0.00 |
| C | Current contract amount (A + B) | \$225,000.00 |
| D | Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease | (\$25,826.26) |
| E | New contract amount (C + D) | \$199,173.74 |
| F | Percent of current contract value this Change Order represents (D / C) | -11.48% |
| G | Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) | -11.48% |
| DECISION MEMO NOT REQUIRED | | |

- Cancel entire order
- Close Contract
- Contract Extension (29 days)
- Consent Only
- Change budget code from: _____ to: _____
- 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 ≥ \$2,500.00, or ≥ 10%, of current contract amount Funding Source _____
- OTHER - explain below:

| | | | | |
|---|-------------|---|-------------------------------------|------------------|
| BJP | Jun 7, 2023 | CZ | 2122 | Jul 5, 2023 |
| Prepared By (Initials) | Phone Ext | Date | Recommended for Approval (Initials) | Phone Ext Date |
| REVIEWED BY (Initials Only) | | | | |
| Buyer | Date | <i>MCB</i> | Procurement Officer | Jul 6, 2023 Date |
| Chief Financial Officer (Decision Memos Over \$25,000) | Date | Chairman's Office (Decision Memos Over \$25,000) | Date | Date |



Change Order

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

File #: 23-2533

Agenda Date: 8/1/2023

Agenda #: 9.G.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Consent
JPS 8/1
CB 8/8

Date: Jun 5, 2023

MinuteTraq (IQM2) ID #: 23-2337

| | | | |
|---|---|--------------------------|---|
| Purchase Order #: 5647-0001 SERV | Original Purchase Order Date: Jan 28, 2022 | Change Order #: 2 | Department: Sheriff's Department |
| Vendor Name: Contract Pharmacy Services, Inc. | | Vendor #: 13260 | Dept Contact: C. Zbilski |
| Background and/or Reason for Change Order Request: | PO expired. Decrease Purchase Order and Close PO. | | |
| 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 | \$903,926.16 |
| B | Net \$ change for previous Change Orders | \$0.00 |
| C | Current contract amount (A + B) | \$903,926.16 |
| D | Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease | (\$125,194.34) |
| E | New contract amount (C + D) | \$778,731.82 |
| F | Percent of current contract value this Change Order represents (D / C) | -13.85% |
| G | Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) | -13.85% |
| DECISION MEMO NOT REQUIRED | | |

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

| DECISION MEMO REQUIRED | |
|--|--|
| <input type="checkbox"/> Increase (greater than 29 days) contract expiration from: _____ to: _____ | |
| <input type="checkbox"/> Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount <input type="checkbox"/> Funding Source _____ | |
| <input type="checkbox"/> OTHER - explain below: | |
| | |

| | | | | | |
|---|-------------|---|-------------------------------------|-------------|-------------|
| BJP | Jun 5, 2023 | CZ | 2122 | Jul 5, 2023 | |
| Prepared By (Initials) | Phone Ext | Date | Recommended for Approval (Initials) | Phone Ext | Date |
| REVIEWED BY (Initials Only) | | | | | |
| Buyer | Date | <i>dcd</i> | Procurement Officer | Date | Jul 6, 2023 |
| Chief Financial Officer (Decision Memos Over \$25,000) | Date | Chairman's Office (Decision Memos Over \$25,000) | Date | | |



Change Order

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

File #: 23-2534

Agenda Date: 8/1/2023

Agenda #: 9.H.

JPS only 8/1



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Jun 7, 2023

MinuteTraq (IQM2) ID #: 23-2338

| | | | |
|---|---|--------------------------|---|
| Purchase Order #: 5562-0001 SERV | Original Purchase Order Date: Dec 1, 2021 | Change Order #: 2 | Department: Sheriff's Department |
| Vendor Name: Warehouse Direct, Inc. | | Vendor #: 10068 | Dept Contact: C. Zbilski |
| Background and/or Reason for Change Order Request: | PO expired. Decrease Purchase Order and Close PO. | | |
| 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 | \$22,684.84 |
| B | Net \$ change for previous Change Orders | \$0.00 |
| C | Current contract amount (A + B) | \$22,684.84 |
| D | Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease | (\$11,342.44) |
| E | New contract amount (C + D) | \$11,342.40 |
| F | Percent of current contract value this Change Order represents (D / C) | -50.00% |
| G | Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) | -50.00% |
| DECISION MEMO NOT REQUIRED | | |

- Cancel entire order
- Close Contract
- Contract Extension (29 days)
- Consent Only
- Change budget code from: _____ to: _____
- 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 ≥ \$2,500.00, or ≥ 10%, of current contract amount Funding Source _____
- OTHER - explain below:

| | | | | |
|---|-------------|---|-------------------------------------|-------------|
| BJP | Jun 7, 2023 | CZ | 2122 | Jul 5, 2023 |
| Prepared By (Initials) | Phone Ext | Date | Recommended for Approval (Initials) | Phone Ext |
| REVIEWED BY (Initials Only) | | | | |
| Buyer | Date | <i>DCD</i> | Procurement Officer | Jul 6, 2023 |
| Chief Financial Officer (Decision Memos Over \$25,000) | Date | Chairman's Office (Decision Memos Over \$25,000) | Date | Date |



Change Order

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

File #: 23-2535

Agenda Date: 8/1/2023

Agenda #: 9.I.

Consent
JPS 811
CB 818



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Jun 2, 2023

MinuteTraq (IQM2) ID #: 23-2339

| | | | |
|---|---|--------------------------------------|---|
| Purchase Order #: 5495-0001 SERV | Original Purchase Order Date: Dec 1, 2021 | Change Order #: 1 | Department: Sheriff's Department |
| Vendor Name: Carol Stream Stratford Inn Ltd | Vendor #: 10255 | Dept Contact: Colleen Zbilski | |
| Background and/or Reason for Change Order Request: | PO expired. Decrease Purchase Order and Close PO. | | |
| 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 | \$200,000.00 |
| B | Net \$ change for previous Change Orders | \$0.00 |
| C | Current contract amount (A + B) | \$200,000.00 |
| D | Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease | (\$37,266.80) |
| E | New contract amount (C + D) | \$162,733.20 |
| F | Percent of current contract value this Change Order represents (D / C) | -18.63% |
| G | Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) | -18.63% |

DECISION MEMO NOT REQUIRED

- Cancel entire order
- Close Contract
- Contract Extension (29 days)
- Consent Only
- Change budget code from: _____ to: _____
- 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 ≥ \$2,500.00, or ≥ 10%, of current contract amount Funding Source _____
- OTHER - explain below:

| | | | | |
|------------------------------------|-------------|--------------------------------|-------------------------------------|-------------|
| BJP | Jun 2, 2023 | CZ | 2122 | Jul 5, 2023 |
| Prepared By (Initials) | Phone Ext | Date | Recommended for Approval (Initials) | Phone Ext |
| REVIEWED BY (Initials Only) | | | | |
| Buyer | Date | <i>d/c/a</i> | Procurement Officer | Date |
| Chief Financial Officer | Date | Chairman's Office | Chairman's Office | Date |
| (Decision Memos Over \$25,000) | Date | (Decision Memos Over \$25,000) | (Decision Memos Over \$25,000) | Date |



Grant Proposal Notifications

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

File #: 23-2536

Agenda Date: 8/1/2023

Agenda #: 10.A.



Grant Proposal Notification

GPN Number: 040-23
(Completed by Finance Department)

Date of Notification: 06/21/2023
(MM/DD/YYYY)

Parent Committee Agenda Date: 08/01/2023
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 06/23/2023
(MM/DD/YYYY)

Name of Grant: Illinois State Opioid Response Criminal Justice Medication Assisted Recover Integration PY23

Name of Grantor: Illinois Department of Human Services/Health Management Associates

Originating Entity: U.S. Department of Health and Human Services
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Sheriff

Department Contact: Mark Garcia, Chief, X2004
(Name, Title, and Extension)

Parent Committee: _____

Grant Amount Requested: \$ 25,000.00

Type of Grant: Direct Payment
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant: Yes No

Source of Grant: Federal State Private Corporate

If Federal, provide CFDA: 93.243 If State, provide CSFA: _____



Grant Proposal Notification

1. Justify the department’s need for this grant.

DuPage County has been taking active steps to address mental health and substance use issues across the justice system continuum. This includes re-entry and post-incarceration supports for individuals with mental health issues. This stipend will help to support a dedicated housing unit for persons participating in MAR, substance use disorder (SUD) and related recovery activities. The stipend will offset costs and provide assistance with implementation.

2. Based on the County’s Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.

The strategic imperative that best correlates with the funding opportunity is quality of life. This funding opportunity will not only assist in combating the heroin crisis by combining resources and providing MAR to inmates, but will also provide connections between those in need with physical and mental health assistance provided in multiple platforms. Services provided will be for incarcerated individuals to ensure continuity of care while in custody. These services will also assist individuals post-incarceration with developing coping mechanisms.

3. What is the period covered by the grant?

05/01/2023 to: 06/30/2023
(MM/DD/YYYY) (MM/DD/YYYY)

3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

3.1.1. _____ and _____
(MM/YY) (Duration)

4. Will the County provide “seed” or startup funding to initiate grant project? (Yes or No)

No

4.1. If yes, please identify the Company-Accounting Unit used for the funding _____

5. If grant is awarded, how is funding received? (select one):

5.1. Prior to expenditure of costs (lump-sum reimbursement upfront)

5.2. After expenditure of costs (reimbursement-based)

Grant Proposal Notification

6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No) No

6.3.1. If yes, please answer the following:

6.3.1.1. How many years beyond the grant term?

6.3.1.2. What Company-Accounting Unit(s) will be used?

6.3.1.3. Total annual salary

6.3.1.4. Total annual fringe benefits

7. Does the grant allow for direct administrative costs? (Yes or No) No

7.1. If yes, please answer the following:

7.1.1. Total estimated direct administrative costs for project

7.1.2. Percentage of direct administrative costs covered by grant

7.1.3. What percentage of the grant total is the portion covered by the grant

8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost? 100

9. Are matching funds required? (Yes or No): No

9.1. If yes, please answer the following:

9.1.1. What percentage of match funding is required by granting entity?

9.1.2. What is the dollar amount of the County's match?

Grant Proposal Notification

- 9.1.3. What Company-Accounting Unit(s) will provide the matching requirement? _____
10. What amount of funding is already allocated for the project? \$0.00
- 10.1. If allocated, in what Company-Accounting Unit are the funds located? _____
- 10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No): _____
11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? \$25,000.00



Grant Proposal Notifications

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

File #: 23-2537

Agenda Date: 8/1/2023

Agenda #: 10.B.



Grant Proposal Notification

GPN Number: 041-23
(Completed by Finance Department)

Date of Notification: 06/21/2023
(MM/DD/YYYY)

Parent Committee Agenda Date: 08/01/2023
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 06/15/2023
(MM/DD/YYYY)

Name of Grant: ILETSB- Officer Recruitment and Retention Grant Program

Name of Grantor: Illinois Law Enforcement Training Standards Board

Originating Entity: _____
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Sheriff

Department Contact: Dan Bilodeau, Deputy Chief, X2402
(Name, Title, and Extension)

Parent Committee: JPS

Grant Amount Requested: \$ 40,000.00

Type of Grant: Competitive
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant: Yes No

Source of Grant: Federal State Private Corporate

If Federal, provide CFDA: _____ If State, provide CSFA: 569-00-3150



Grant Proposal Notification

1. Justify the department's need for this grant.

The DuPage County Sheriff's Office would use funds to expand our recruiting and retention efforts by bolstering media campaigns, attending diverse career recruitment events, initiating a recruitment incentive program, and implementing an interested employee or new employee open house at the Sheriff's Office. By incorporating all the above steps, we hope to continue to improve the number of applicants to initiate both the entry level testing process and lateral transfer process. Having a large pool of applicants will help to ensure the most qualified people are selected to carry out the Sheriff's Office mission.

2. Based on the County's Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.

The County's Strategic Plan with best correlates with this funding opportunity is Quality of Life.

3. What is the period covered by the grant? _____ to: _____
(MM/DD/YYYY) (MM/DD/YYYY)

3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

3.1.1. 07/23 and 1yr
(MM/YY) (Duration)

4. Will the County provide "seed" or startup funding to initiate grant project? (Yes or No) No

4.1. If yes, please identify the Company-Accounting Unit used for the funding _____

5. If grant is awarded, how is funding received? (select one):

5.1. Prior to expenditure of costs (lump-sum reimbursement upfront)

5.2. After expenditure of costs (reimbursement-based)

Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) NO

6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.

6.1.1. Total salary _____ Percentage covered by grant _____

6.1.2. Total fringe benefits _____ Percentage covered by grant _____

6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): No

6.1.3.1. If yes, which ones are disallowed?

6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?

6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No

6.2.1. If yes, how many new positions will be created?

6.2.1.1. Full-time _____ Part-time _____ Temporary _____

6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit?
(Yes or No)

6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?



Grant Proposal Notifications

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

File #: 23-2538

Agenda Date: 8/1/2023

Agenda #: 10.C.



Grant Proposal Notification

GPN Number: 044-23
(Completed by Finance Department)

Date of Notification: 07/12/2023
(MM/DD/YYYY)

Parent Committee Agenda Date: 08/01/2023
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 06/17/2023
(MM/DD/YYYY)

Name of Grant: DCFS Children's Advocacy Center Grant PY24

Name of Grantor: Children's Advocacy Centers of Illinois and DCFS

Originating Entity: U.S. Department of Health and Human Services
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: DuPage County State's Attorney - Children's Center

Department Contact: Robin Bolton, Financial Manager, ext. 8146
(Name, Title, and Extension)

Parent Committee: Judicial Public Safety Committe

Grant Amount Requested: \$ 312,185.00

Type of Grant: Continuation, Formula
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant: Yes No

Source of Grant: Federal State Private Corporate

If Federal, provide CFDA: 93.669

If State, provide CSFA: 418-00-1310

Grant Proposal Notification

1. Justify the department’s need for this grant.

The grant reimburses a percentage of 4 Investigator's and 2 Case Manager's salaries. The Case Managers provides Crisis intervention, medical and legal advocacy, referral and linkage to counseling and any other needed follow-up services and court preparation. The Investigators are responsible for investigating allegations of sexual or severe physical abuse to child victims.

2. Based on the County’s Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.

This grant would address the Quality of Life Imperative by providing funding for investigations of child sexual and severe physical abuse and as well as providing services to victims of those crimes in DuPage County.

3. What is the period covered by the grant?

07/01/2023 to: 06/30/2024
(MM/DD/YYYY) (MM/DD/YYYY)

3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

3.1.1. _____ and _____
(MM/YY) (Duration)

4. Will the County provide “seed” or startup funding to initiate grant project? (Yes or No)

No

4.1. If yes, please identify the Company-Accounting Unit used for the funding _____

5. If grant is awarded, how is funding received? (select one):

5.1. Prior to expenditure of costs (lump-sum reimbursement upfront)

5.2. After expenditure of costs (reimbursement-based)



Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) Yes

6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.

6.1.1. Total salary \$410,834.00 Percentage covered by grant 76%

6.1.2. Total fringe benefits \$164,334.00 Percentage covered by grant 0

6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): No

6.1.3.1. If yes, which ones are disallowed?

6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?

1000-6510

6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No

6.2.1. If yes, how many new positions will be created?

6.2.1.1. Full-time _____ Part-time _____ Temporary _____

6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit? _____
(Yes or No)

6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?

Grant Proposal Notification

6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No) No

6.3.1. If yes, please answer the following:

6.3.1.1. How many years beyond the grant term?

6.3.1.2. What Company-Accounting Unit(s) will be used?

6.3.1.3. Total annual salary

6.3.1.4. Total annual fringe benefits

7. Does the grant allow for direct administrative costs? (Yes or No) No

7.1. If yes, please answer the following:

7.1.1. Total estimated direct administrative costs for project

7.1.2. Percentage of direct administrative costs covered by grant

7.1.3. What percentage of the grant total is the portion covered by the grant

8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost? 0%

9. Are matching funds required? (Yes or No): No

9.1. If yes, please answer the following:

9.1.1. What percentage of match funding is required by granting entity?

9.1.2. What is the dollar amount of the County's match?

Grant Proposal Notification

- 9.1.3. What Company-Accounting Unit(s) will provide the matching requirement? _____
10. What amount of funding is already allocated for the project? \$262,983.00
- 10.1. If allocated, in what Company-Accounting Unit are the funds located? 1000-6510
- 10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No): Yes
11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? \$575,168.00



Authorization to Travel

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

File #: 23-2539

Agenda Date: 8/1/2023

Agenda #: 11.A.

OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST

Valid for overnight and/or out-of-state travel
Revised 1-08-2019

| | |
|---|----------------------------------|
| REQUEST DATE: 7/20/2023 | |
| NAME: Name on file | TITLE: Director |
| DEPARTMENT: OHSEM | ACCOUNT CODE: 1000-1900 |
| PURPOSE OF TRIP: (explain fully the necessity of making the trip) Attending the annual Illinois Emergency Management Agency and Office of Homeland Security Training Summit. | |
| DESTINATION: Springfield, IL | |
| DATE OF DEPARTURE: 9/4/2023 | DATE OF RETURN ARRIVAL: 9/8/2023 |
| (Please include a detailed explanation if different from official business dates) | |
| <i>Please indicate the estimated amount for each applicable expense.</i> | |
| REGISTRATION: | \$75.00 |
| TRANSPORTATION: | \$0.00 |
| LODGING | \$387.60 |
| MISCELLANEOUS EXPENSES (parking, mileage, etc.) | \$40.00 |
| RENTAL CAR: (explain fully the necessity) | \$0.00 |
| REFERENCE MATERIALS: | \$0.00 |
| MEALS: (Per Diems) | \$167.50 |
| TOTAL | \$670.10 |

REVIEWED BY AND DATE APPROVED:

| | |
|---|-------------|
| Department Head: _____ (Signature) | Date: _____ |
| Committee Name: _____ ALL OVERNIGHT TRAVEL | Date: _____ |
| County Board: _____ ONLY OUT-OF-STATE TRAVEL | Date: _____ |

Please note: If actual costs exceed the estimates, this form must be re-submitted for approval.

2023 ILLINOIS EMERGENCY MANAGEMENT AGENCY AND OFFICE OF HOMELAND SECURITY TRAINING SUMMIT

SAVE THE DATE

SEPTEMBER 5-8 2023
SPRINGFIELD, IL

Agenda

 Full Agenda

2023 TRAINING SUMMIT

TUESDAY 9/5

AFTERNOON:
PRE-SUMMIT
SESSIONS

EMA DIRECTOR
MEETING

EVENING:
IPEM AWARDS

SAVE THE
DATE

WEDNESDAY 9/6

MORNING:
GENERAL
SESSIONS

AFTERNOON:
BREAKOUT
SESSIONS

EVENING:
VENDOR &
SOCIAL EVENT

THURSDAY 9/7

MORNING:
GENERAL
SESSIONS

AFTERNOON:
BREAKOUT
SESSIONS

EVENING:
OPEN
NETWORKING

FRIDAY 9/8

MORNING:
POST-SUMMIT
SESSIONS

AFTERNOON:
IEMA
QUARTERLY
STAFF MEETING

BOS CENTER
SPRINGFIELD

Attendee Registration

The cost to attend this year's Training Summit will be \$75. Registration will be open soon.

Lodging Information

President Abraham Lincoln Springfield, a DoubleTree by Hilton
701 East Adams Street
Springfield, IL 62701

 [Make Reservation](#)

Vendor Registration

The Training Summit offers many opportunities for businesses and organizations to attain visibility and interact with participants through several sponsorship levels and exhibitor booths. [Preview the sponsorship and booth opportunities.](#)



2023 IEMA Summit – DRAFT Schedule

Tuesday, September 5, 2023

| | |
|----------------|---|
| 8:00am-12:00pm | Summit Set-up |
| 10:00am-4:00pm | Vendor Registration and Set-up |
| 12:30pm-4:00pm | Pre-Summit Training Sessions |
| 2:00pm-4:00pm | EMA Director Meeting with IEMA Leadership |
| 2:00pm-4:00pm | Summit Registration Open |
| 4:15pm-6:00pm | IPEM/PDS Reception |

Wednesday, September 6, 2023

| | |
|-----------------|---|
| 7:30am-8:30am | Registration/Information Desk & Exhibits Open |
| 8:30am-9:15am | Opening Session |
| 9:15am-10:00am | General Session |
| 10:00am-10:15am | Break |
| 10:15am-11:30am | General Session |
| 11:30am-12:45pm | Lunch (provided) |
| 12:45pm-1:45pm | Breakout Sessions |
| 1:45pm-2:00pm | Break |
| 2:00pm-3:00pm | Breakout Sessions |
| 3:00pm-3:30pm | Refreshment Break in Exhibit Hall |
| 3:30pm-4:30pm | Breakout Sessions |
| 4:30pm-5:30pm | Vendor Reception |
| 5:30pm-7:30pm | Social Event |

Thursday, September 7, 2023

| | |
|-----------------|---|
| 7:30am-8:30am | Registration/Information Desk & Exhibits Open |
| 8:30am-9:45am | Opening Session and General Session |
| 10:00am-11:00am | General Session |
| 11:00am-12:15pm | Lunch (provided) |
| 12:15pm-1:15pm | Breakout Sessions |
| 1:15pm-1:30pm | Break |
| 1:30pm-2:30pm | Breakout Sessions |
| 2:30pm-3:00pm | Refreshment Break in Exhibit Hall |
| 3:00pm-4:00pm | Breakout Sessions |
| 3:30pm-5:00pm | Vendor breakdown |

Friday, September 8, 2023

| | |
|----------------|-------------------------------|
| 8:30am-12:00pm | Post-Summit Training Sessions |
| 12:00pm-2:00pm | IEMA Employee Townhall |



Authorization to Travel

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

File #: 23-2540

Agenda Date: 8/1/2023

Agenda #: 11.B.

OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST

Valid for overnight and/or out-of-state travel
Revised 1-08-2019

| | |
|---|---------------------------------------|
| REQUEST DATE: 7/20/2023 | |
| NAME: _____ | Name on file _____ TITLE: Coordinator |
| DEPARTMENT: OHSEM | ACCOUNT CODE: 1000-1900 |
| PURPOSE OF TRIP: (explain fully the necessity of making the trip) | |
| IEMA-OHS has requested Coordinator give a presentation on Auxiliary Communications and assist with STARCOM Interoperable Communications presentations at this year's IEMA Summit. IEMA has also requested RapidComm4 be brought down for demonstration during the conference. IEMA is providing lodging for presenters. DuPage County is being asked to cover per diems and fuel reimbursement. | |
| DESTINATION: Springfield, IL | |
| DATE OF DEPARTURE: 9/5/2023 | DATE OF RETURN ARRIVAL: 9/8/2023 |
| (Please include a detailed explanation if different from official business dates) | |
| | |
| <i>Please indicate the estimated amount for each applicable expense.</i> | |
| REGISTRATION: | \$0.00 |
| TRANSPORTATION: | \$0.00 |
| LODGING | \$0.00 |
| MISCELLANEOUS EXPENSES (parking, mileage, etc.) | \$115.00 |
| RENTAL CAR: (explain fully the necessity) | \$0.00 |
| REFERENCE MATERIALS: | \$0.00 |
| MEALS: (Per Diems) | \$167.50 |
| TOTAL | \$282.50 |

REVIEWED BY AND DATE APPROVED:

| | |
|--------------------------|-------------|
| Department Head: _____ | Date: _____ |
| (Signature) | |
| Committee Name: _____ | Date: _____ |
| ALL OVERNIGHT TRAVEL | |
| County Board: _____ | Date: _____ |
| ONLY OUT-OF-STATE TRAVEL | |

Please note: If actual costs exceed the estimates, this form must be re-submitted for approval.

2023 ILLINOIS EMERGENCY MANAGEMENT AGENCY AND OFFICE OF HOMELAND SECURITY TRAINING SUMMIT

SAVE THE DATE

SEPTEMBER 5-8 2023
SPRINGFIELD, IL

Agenda

 Full Agenda

2023 TRAINING SUMMIT

TUESDAY 9/5

AFTERNOON:
PRE-SUMMIT
SESSIONS

EMA DIRECTOR
MEETING

EVENING:
IPEM AWARDS

SAVE THE
DATE

WEDNESDAY 9/6

MORNING:
GENERAL
SESSIONS

AFTERNOON:
BREAKOUT
SESSIONS

EVENING:
VENDOR &
SOCIAL EVENT

THURSDAY 9/7

MORNING:
GENERAL
SESSIONS

AFTERNOON:
BREAKOUT
SESSIONS

EVENING:
OPEN
NETWORKING

FRIDAY 9/8

MORNING:
POST-SUMMIT
SESSIONS

AFTERNOON:
IEMA
QUARTERLY
STAFF MEETING

BOS CENTER
SPRINGFIELD

Attendee Registration

The cost to attend this year's Training Summit will be \$75. Registration will be open soon.

Lodging Information

President Abraham Lincoln Springfield, a DoubleTree by Hilton
701 East Adams Street
Springfield, IL 62701

 [Make Reservation](#)

Vendor Registration

The Training Summit offers many opportunities for businesses and organizations to attain visibility and interact with participants through several sponsorship levels and exhibitor booths. [Preview the sponsorship and booth opportunities.](#)



2023 IEMA Summit – DRAFT Schedule

Tuesday, September 5, 2023

| | |
|----------------|---|
| 8:00am-12:00pm | Summit Set-up |
| 10:00am-4:00pm | Vendor Registration and Set-up |
| 12:30pm-4:00pm | Pre-Summit Training Sessions |
| 2:00pm-4:00pm | EMA Director Meeting with IEMA Leadership |
| 2:00pm-4:00pm | Summit Registration Open |
| 4:15pm-6:00pm | IPEM/PDS Reception |

Wednesday, September 6, 2023

| | |
|-----------------|---|
| 7:30am-8:30am | Registration/Information Desk & Exhibits Open |
| 8:30am-9:15am | Opening Session |
| 9:15am-10:00am | General Session |
| 10:00am-10:15am | Break |
| 10:15am-11:30am | General Session |
| 11:30am-12:45pm | Lunch (provided) |
| 12:45pm-1:45pm | Breakout Sessions |
| 1:45pm-2:00pm | Break |
| 2:00pm-3:00pm | Breakout Sessions |
| 3:00pm-3:30pm | Refreshment Break in Exhibit Hall |
| 3:30pm-4:30pm | Breakout Sessions |
| 4:30pm-5:30pm | Vendor Reception |
| 5:30pm-7:30pm | Social Event |

Thursday, September 7, 2023

| | |
|-----------------|---|
| 7:30am-8:30am | Registration/Information Desk & Exhibits Open |
| 8:30am-9:45am | Opening Session and General Session |
| 10:00am-11:00am | General Session |
| 11:00am-12:15pm | Lunch (provided) |
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| 2:30pm-3:00pm | Refreshment Break in Exhibit Hall |
| 3:00pm-4:00pm | Breakout Sessions |
| 3:30pm-5:00pm | Vendor breakdown |

Friday, September 8, 2023

| | |
|----------------|-------------------------------|
| 8:30am-12:00pm | Post-Summit Training Sessions |
| 12:00pm-2:00pm | IEMA Employee Townhall |



Authorization to Travel

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

File #: 23-2541

Agenda Date: 8/1/2023

Agenda #: 11.C.

OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST

Valid for overnight and/or out-of-state travel
Revised 1-08-2019

| | |
|--|----------------------------------|
| REQUEST DATE: 7/20/2023 | |
| NAME: _____ Name on file _____ | TITLE: Volunteer |
| DEPARTMENT: OHSEM | ACCOUNT CODE: 1000-1900 |
| PURPOSE OF TRIP: (explain fully the necessity of making the trip) | |
| IEMA-OHS has requested RapidComm4 be brought down for demonstration during the conference. Volunteer will be assisting the OHSEM Coordinator in staffing the vehicle while on display and discussing its capabilities with attendees. DuPage County is being asked to cover lodging, per diem, and fuel reimbursement. | |
| DESTINATION: Springfield, IL | |
| DATE OF DEPARTURE: 9/5/2023 | DATE OF RETURN ARRIVAL: 9/8/2023 |
| (Please include a detailed explanation if different from official business dates) | |
| | |
| Please indicate the estimated amount for each applicable expense. | |
| REGISTRATION: | \$0.00 |
| TRANSPORTATION: | \$0.00 |
| LODGING | \$387.60 |
| MISCELLANEOUS EXPENSES (parking, mileage, etc.) | \$115.00 |
| RENTAL CAR: (explain fully the necessity) | \$0.00 |
| REFERENCE MATERIALS: | \$0.00 |
| MEALS: (Per Diems) | \$167.50 |
| TOTAL | \$670.10 |

REVIEWED BY AND DATE APPROVED:

| | |
|---|-------------|
| Department Head: _____ (Signature) | Date: _____ |
| Committee Name: _____ ALL OVERNIGHT TRAVEL | Date: _____ |
| County Board: _____ ONLY OUT-OF-STATE TRAVEL | Date: _____ |

Please note: If actual costs exceed the estimates, this form must be re-submitted for approval.

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Informational

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

File #: 23-2542

Agenda Date: 8/1/2023

Agenda #: 12.A.



DUPAGE COUNTY PUBLIC DEFENDER

Jeffrey R. York, Chief Public Defender

July 10, 2023

Ms. Lucy Chang Evans
Chairwoman of the Judicial
Public Safety Committee
County Board Offices
421 N. County Farm Road
Wheaton, IL 60187

RE: Monthly Statistical Report

Dear Ms. Chang Evans:

Pursuant to 55 ILCS 5/3-4010, enclosed is a copy of the monthly report of services rendered by the Public Defender's Office through June 30, 2023.

Sincerely,

Signature on file

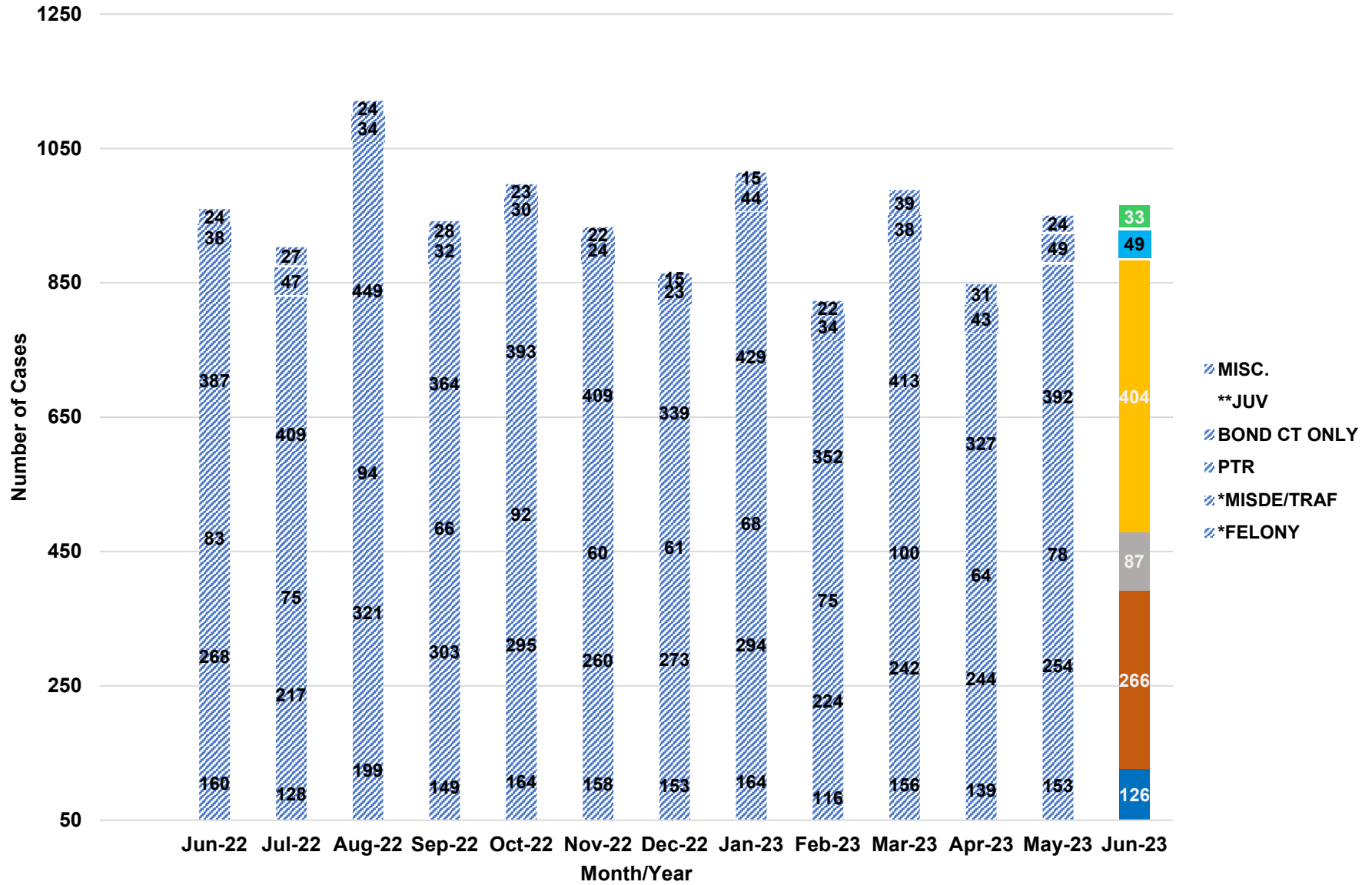
JEFFREY R. YORK
Public Defender of DuPage County

JRY/mb
encl.

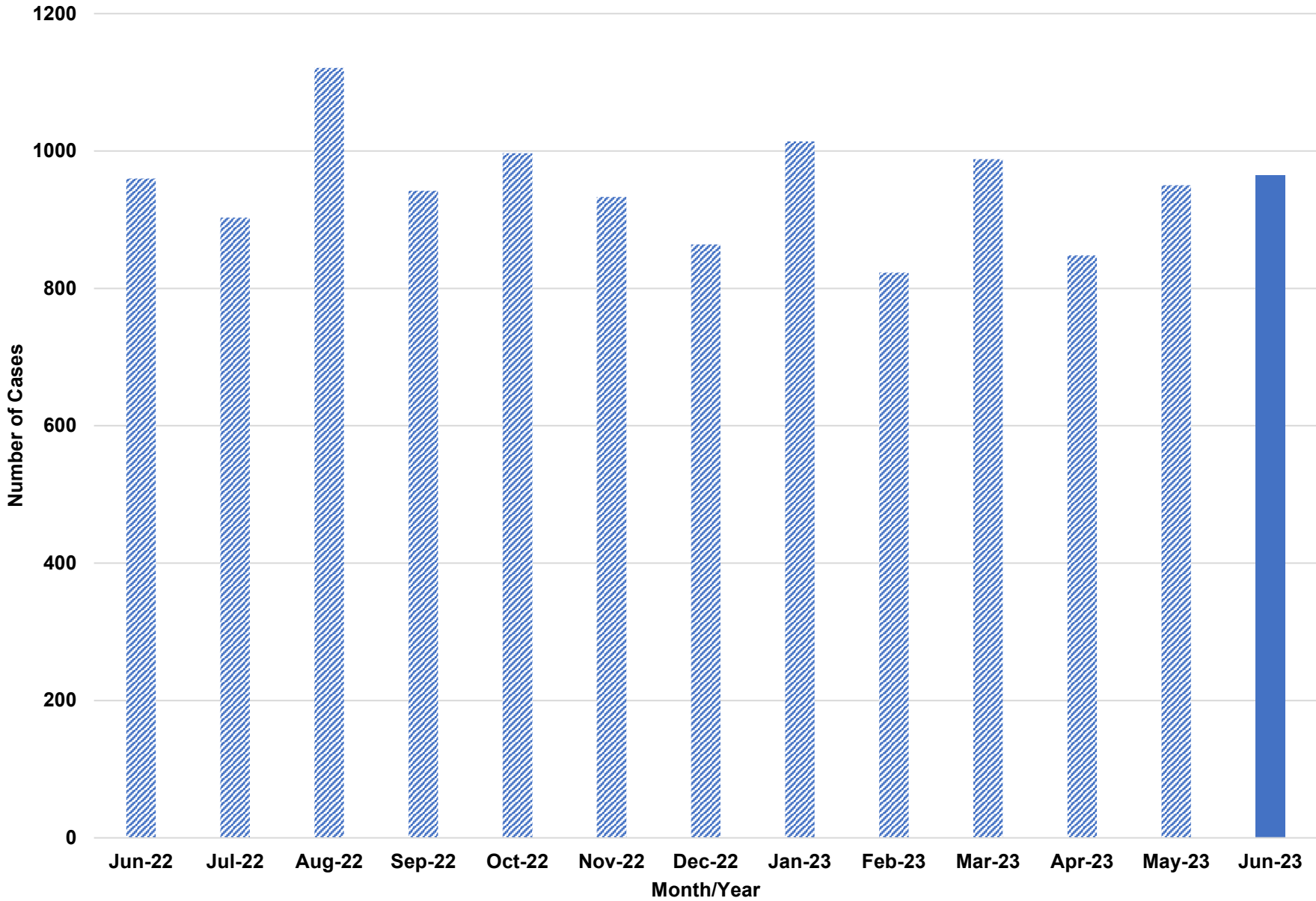
Public Defender's Office - New Case Appointments - June 2023

| Case Type | Case Sub Type | Number of Cases |
|-------------------------------|----------------------|------------------------|
| Bond Court Case | | 404 |
| Criminal | Felony | 126 |
| Criminal | Misdemeanor | 266 |
| J Case (Truancy) | | 1 |
| Juvenile Abuse and Neglect | | 19 |
| Juvenile Delinquency | | 29 |
| Mental Health & Miscellaneous | | 33 |
| PTR | Felony/Misdemeanor | 87 |
| Total | | 965 |

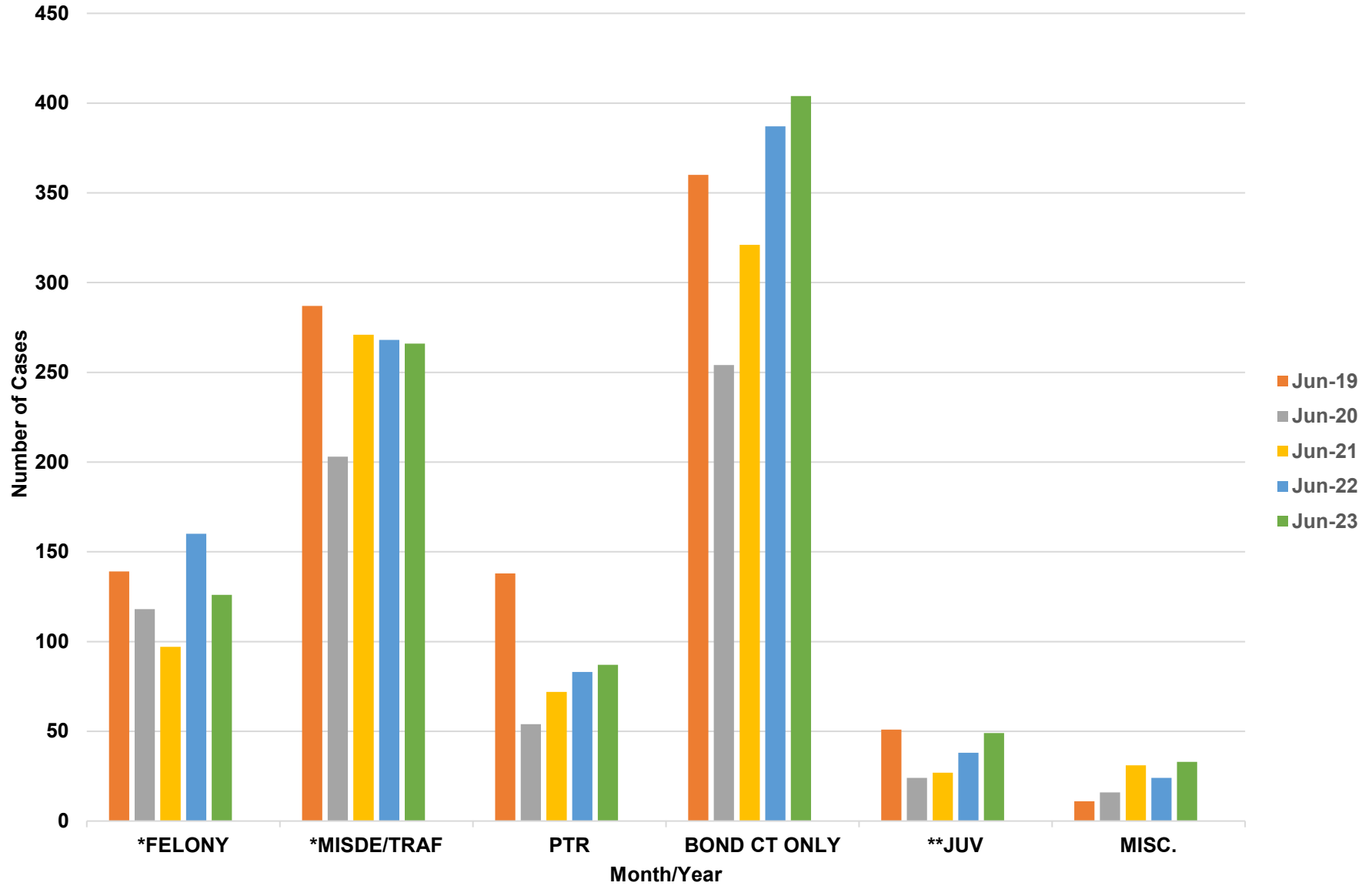
Public Defender's Office - New Appointments - By Category Stacked June 2022 - June 2023



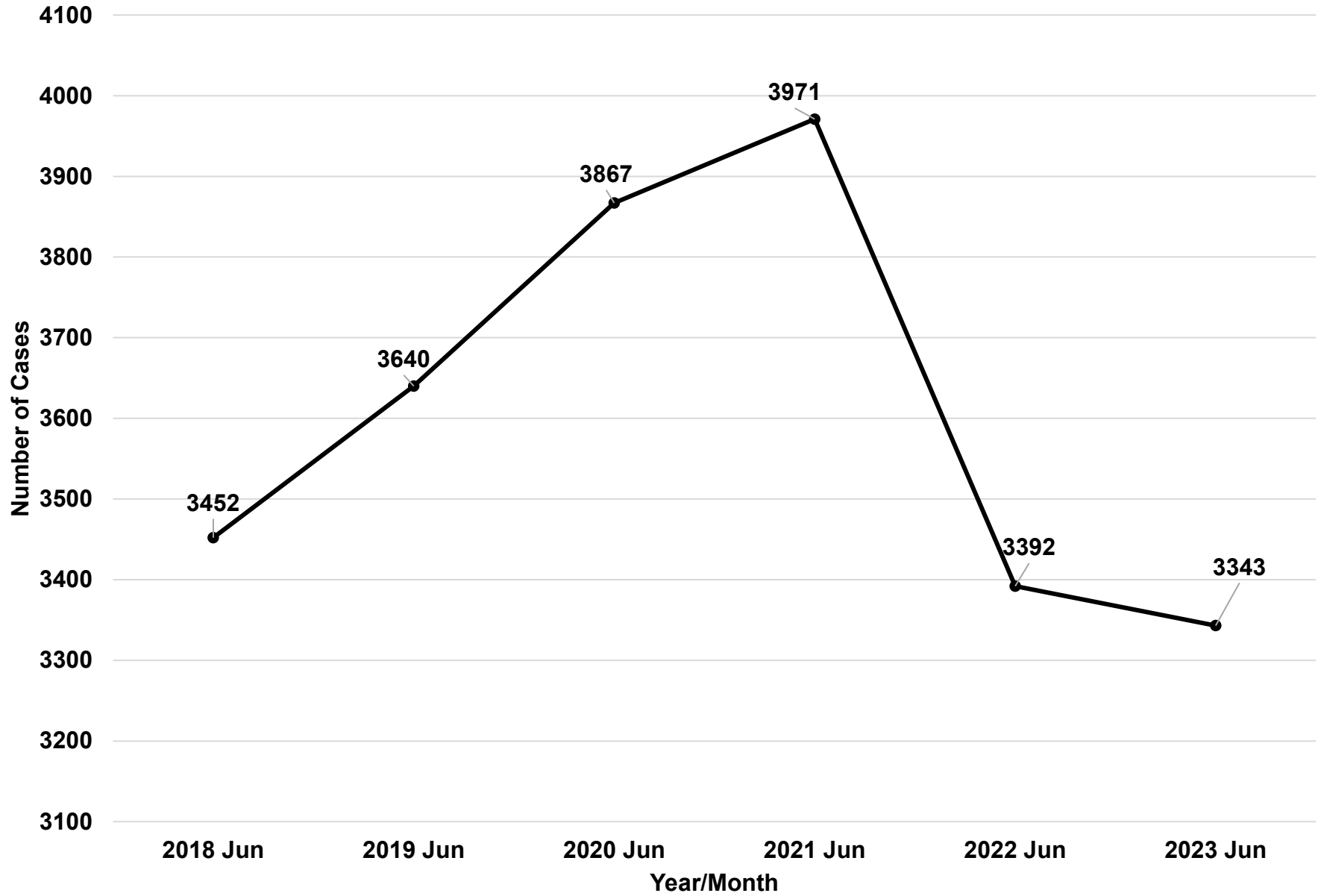
Public Defender's Office - New Case Appointments June 2022 - June 2023



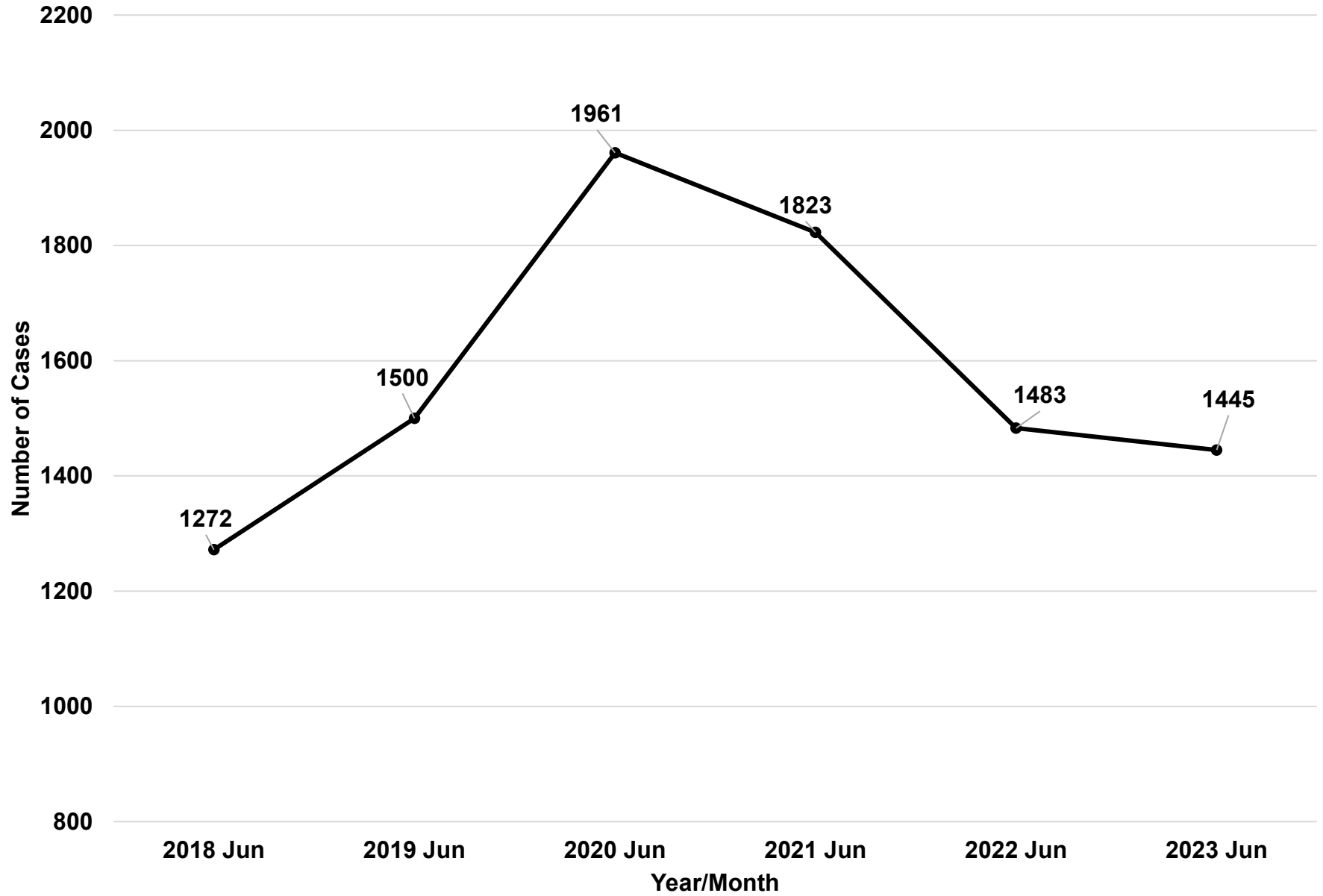
Public Defender's Office - New Case Appointment by Type June 2019 - June 2023



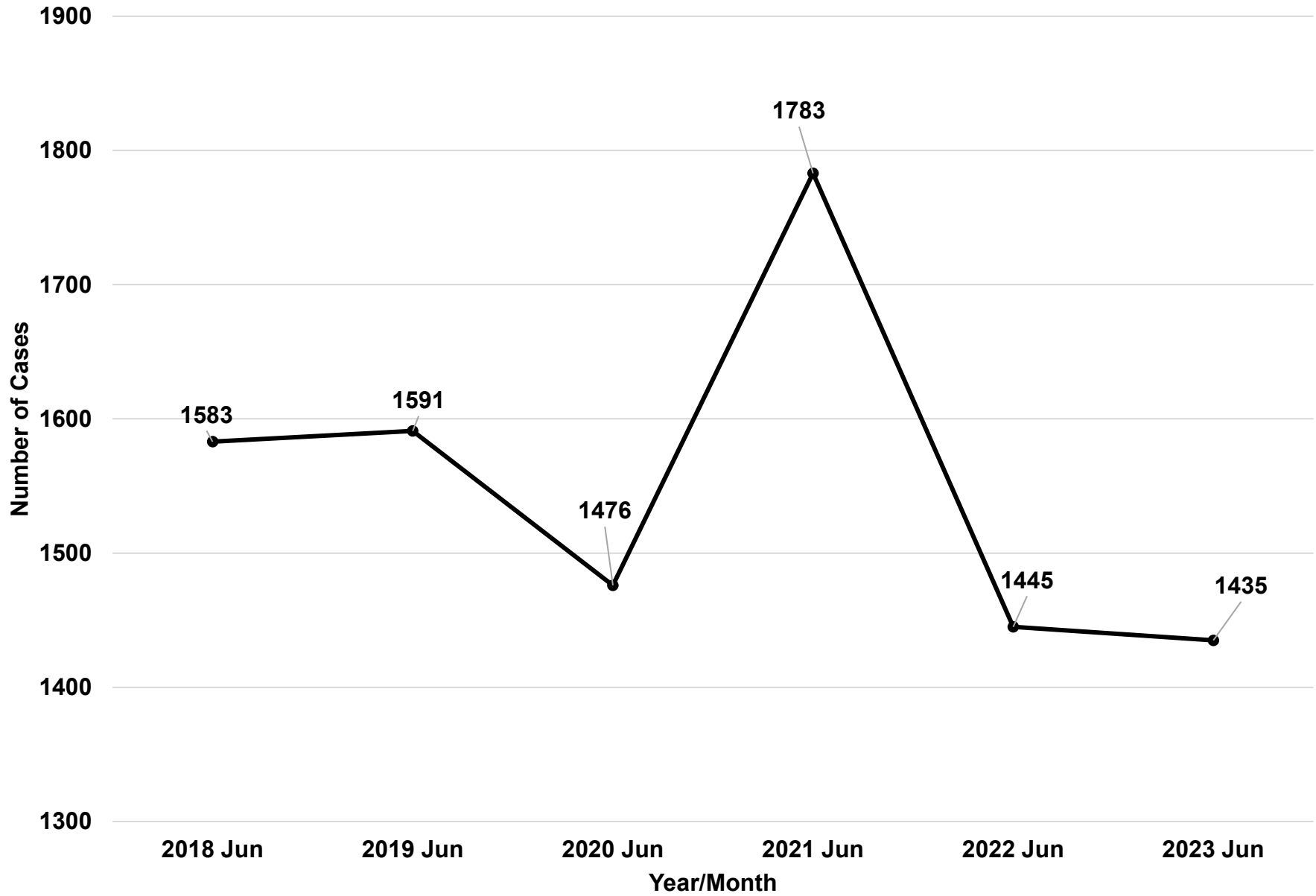
Public Defender - Attorney Active Files - June 2018 - June 2023



Public Defender - Felony Active Files - June 2018 - June 2023



Public Defender - Misdemeanor Active Files - June 2018 - June 2023



Public Defender's Office - June 2023 Open Cases by Category

