



DU PAGE COUNTY

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

Human Services

Final Regular Meeting Agenda

Tuesday, October 3, 2023

9:30 AM

Room 3500A

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CHAIR REMARKS - CHAIR SCHWARZE

5. APPROVAL OF MINUTES

5.A. [23-3191](#)

Human Services Committee - Regular Meeting - Tuesday, September 19, 2023

6. COMMUNITY SERVICES - MARY KEATING

6.A. [FI-R-0229-23](#)

Acceptance and appropriation of the Illinois Home Weatherization Assistance Program DOE Grant PY24, Inter-Governmental Agreement No. 22-402028, Company 5000 - Accounting Unit 1400, \$595,551. (Community Services)

6.B. [FI-R-0230-23](#)

Acceptance and appropriation of additional funding of the Low Income Home Energy Assistance Program (LIHEAP) HHS Supplemental Grant PY23 Inter-Governmental Agreement No. 23-274028, Company 5000 - Accounting Unit 1420, from \$1,118,000 to \$1,949,787 - an increase of \$831,787. (Community Services)

6.C. [HS-R-0060-23](#)

Amendment to Purchase Order 6033-0001 SERV, issued to Healthy Air Heating & Air, Inc., to provide architectural weatherization labor and materials for Community Services' Weatherization Program, to increase the contract in the amount of \$192,000, for a new contract amount of \$677,534.70.

6.D. [HS-R-0061-23](#)

Approval of Issuance of Payments by DuPage County to Energy Assistance Providers through the Low Income Home Energy Assistance Program (LIHEAP) HHS Supplemental Grant PY23, Inter-Governmental Agreement No. 23-274028 in the amount of \$558,817. (Community Services)

6.E. [HS-P-0070-23](#)

Recommendation for the approval a contract purchase order to DuPage Federation On Human Services Reform, to provide telephonic and face-to-face interpretation, American Sign Language (ASL), and translation services to the Community Services Department (ASL for Finance), for the period October 11, 2023 through October 10, 2024, for a total contract amount not to exceed \$38,000; per proposal #23-072-CS.

7. DUPAGE CARE CENTER - JANELLE CHADWICK7.A. [HS-P-0071-23](#)

Recommendation for the approval of a contract purchase order to Medline Industries, Inc., to furnish and deliver surgical face masks for the DuPage Care Center, for the period October 11, 2023 through October 10, 2024, for a contract total not to exceed \$68,830.43. Contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157. (ARPA ITEM)

7.B. [23-3192](#)

HHS-P-0327A-22 - Amendment to Resolution HHS-P-0327-22, issued to AirGas USA, LLC, to furnish and deliver portable oxygen for the residents at the DuPage Care Center, for the period December 1, 2022 through November 30, 2023, to increase encumbrance in the amount of \$7,500, an 21.43% increase. (6182-0001 SERV)

7.C. [23-3193](#)

HS-P-0054A-23 - Amendment to Resolution HS-P-0054-23, issued to Maxim Healthcare Services, to provide supplemental nursing staffing services, for the DuPage Care Center, for the period April 13, 2023 through April 12, 2024, to increase encumbrance in the amount of \$95,410, a 79.51% increase. (6363-0001 SERV)

8. BUDGET TRANSFERS8.A. [23-3194](#)

Budget Transfer needed to properly record and report HEROPAY paid with grant ARPA230229 funding -\$800.00 - DuPage Care Center.

8.B. [23-3195](#)

Budget Transfer to increase the original automotive expense budget to cover the purchase of an additional vehicle for the Weatherization Program, 5000-1430 - \$2,000. (Community Services)

8.C. [23-3196](#)

Budget Transfer to increase the original automotive expense budget to cover the purchase of an additional vehicle for the Weatherization Program, 5000-1490 - \$2,000.00 (Community Services)

9. CONSENT ITEMS9.A. [23-3197](#)

Novastaff Healthcare Services 6400-0001 SERV - This purchase order is decreasing in the amount of \$85,000. This decrease is to cover the Maxim Healthcare Services increase through end of contract of 04/12/2024.

10. RESIDENCY WAIVERS - JANELLE CHADWICK**11. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK****12. COMMUNITY SERVICES UPDATE - MARY KEATING****13. OLD BUSINESS****14. NEW BUSINESS****15. ADJOURNMENT**



Minutes

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
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File #: 23-3191

Agenda Date: 10/3/2023

Agenda #: 5.A.



DU PAGE COUNTY

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Human Services

Final Summary

Tuesday, September 19, 2023

9:30 AM

Room 3500A

1. CALL TO ORDER

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

2. ROLL CALL

Other Board members present: Member Liz Chaplin, Member Sadia Covert, Member Lucy Evans, Member Patty Gustin, and Member Yeena Yoo

Staff in attendance: Conor McCarthy, Lisa Smith, and Trevor Prindle (State's Attorney Office), Jeffrey Martynowicz, Mary Catherine Wells, Keith Jorstadt, Gerald Smith, and Katrina Holman (Finance), Valerie Calvente (Procurement), Evan Shields (Public Information Officer), and Natasha Belli (Community Services Administrator).

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

3. PUBLIC COMMENT

No public comments were offered.

4. CHAIR REMARKS - CHAIR SCHWARZE

Chair Schwarze stated the committee will discuss the Small Human Services Grant Program under old business. He has some updates and there are members that would like to speak regarding the grant.

5. APPROVAL OF MINUTES

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

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

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Michael Childress

6. COMMUNITY SERVICES - MARY KEATING

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

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

Member DeSart asked if this purchase was in the 2023 budget? Mary Keating responded this purchase is in the Weatherization budget, additional funding received from the Bi-Partisan Infrastructure Law. The additional grant funds required hiring additional staff and thus the need for an additional vehicle.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Kari Galassi

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

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

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Paula Garcia

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

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

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Kari Galassi

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

Acceptance and appropriation of the Illinois Department of Human Services Rapid Re-Housing Program Grant PY24 Inter-Governmental Agreement No. FCSC07168, Company 5000, Accounting Unit 1760, in the amount of \$82,920. (Community Services)

Member DeSart asked about the Rapid Rehousing Program and how it relates to the DuPage Housing Authority (DHA), which has a long waiting list. Mary Keating explained there are different types of rapid re-housing depending on the funding source. She added the grant serves individuals currently unhoused for various reasons. Rapid re-housing is for short term assistance only and individuals must demonstrate ability to pay future rent. DHA Housing Choice Vouchers offer long- term assistance. Both programs require individuals to meet certain eligibility criteria.

RESULT: APPROVED AND SENT TO FINANCE
MOVER: Paula Garcia
SECONDER: Kari Galassi

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

7.A. [23-3072](#)

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

RESULT: APPROVED AND SENT TO FINANCE
MOVER: Michael Childress
SECONDER: Paula Garcia

8. **RESIDENCY WAIVERS - JANELLE CHADWICK**

No residency waivers were offered.

9. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK

Anita Rajagopal, Assistant Administrator of the DuPage Care Center, stated the DuPage Care Center is currently under covid outbreak status. One resident and two employees have tested positive for covid. As a result, two of the Care Center units are in isolation. They are conducting serial testing and contact tracing as a result. They are hoping by the end of the week to be out of isolation. Individuals are currently using surgical masks throughout the facility as a means of prevention.

The Care Center is expecting surveyors from the Illinois Department of Public Health (IDPH) to arrive and conduct their annual survey at any time. Staff are prepared for their visit.

The annual Fall Festival went very well. Ms. Rajagopal did not have final numbers as there are still some expenses to account for. She will share the numbers when available.

10. COMMUNITY SERVICES UPDATE - MARY KEATING

Mary Keating, Director of Community Services, announced the ribbon cutting for the new playground at the Family Center will be at 1:00 p.m. on October 3. The playground is already complete and being used by the children. Ms. Keating stated they continue to be grateful for the board's support for the capital project.

11. OLD BUSINESS

Chair Schwarze stated that Conor McCarthy, Assistant State's Attorney, is setting up meetings with all the recipients of the Small Human Services Grant Program to go through the agreements and get signatures. He expects to complete the meetings by the end of September or early October. No money will be distributed until all meetings have been held.

Chair Schwarze asked for the committee members to discuss with district members whether they would like to deliver the funds within their individual districts or as a whole at DuPage County. If all districts agree, the tentative plan is to distribute the funds between the Finance Committee meeting and the County Board meeting on October 24. Joan Olson, Chief Communications Officer, relayed that the County can have cameras at district locations if that is the way the districts choose. Chair Schwarze would like all districts to proceed in the same manner, either at the county or within their district. He asked for an answer from the members by Tuesday, September 26.

Chair Schwarze stated there is ARPA interest money in the budget for the next two years to fund the Small Human Services Grant Program. He will meet with the Finance Chair, Finance Vice-Chair, Finance staff and Member Garcia in November to discuss the process for next year. In consideration of the problems with this year's process, they will welcome input from committee members to solve the issues encountered with the first round of funding.

Member Gustin apologized for the members of District 5 not being able to attend the Human Services meeting on September 5. She stated District 5 would like to make a modification for the distribution of funds for the Small Grant Program. Specifically, she stated Indian Prairie Educational Foundation (IPEF) was approved by the legal counsel to receive grant funding in the amount of \$100, which was requested by District 5 as a place holder. Member Gustin asked to increase their funding to \$25,000. Member DeSart stated there is \$43,355.00 of unspent funds in District 5. She requested a motion on the increase to move this forward.

Assistant States Attorney, Trevor Prindle stated this is not on the agenda and can not be voted on today. Chair Schwarze pointed out that the IPEF only requested \$20,000 and cannot exceed their request.

Discussion ensued. Members asked about putting this on the Finance agenda next week.

Finance staff stated they think that IPEF is eligible for the additional funding of \$19, 900. ASA McCarthy stated he is meeting with IPEF next week and he will seek clarification on the proposal, which lacked specifics.

22:21 ASA Lisa Smith noted that there needs to be more guidance for the applicants moving forward.

Member LaPlante expressed her concerns for the process, declaring that the need is for this to be an equitable application for all. Other districts have unspent funds and agencies within their districts could contend for additional funding.

Doctor Trudi Ranson, Executive Director for IPEF, spoke in need of the additional funding, stating there are 21.7% low-income students, translating to 5547 students and 128 current homeless students in the district.

The three District 5 County Board members, Sadia Covert, Dawn DeSart, and Patty Gustin, all stated their support for IPEF to receive the full funding requested. Member DeSart reminded the committee that IPEF already qualified for a grant. With \$43, 355 still on the table, they want to award the increased funding to IPEF.

Chair Schwarze said he is not going to revisit agencies that did not meet the original requirements for funding. This entity has already been approved by the committee; he agreed the committee is on the right track to increase their funding. Member LaPlante asked if committee could review all the applications and give similar agencies additional consideration to receive the full funding requested, to which there was no answer.

Member DeSart asked the chair to consider in their November discussions to allow the unspent funds from 2023 within each district be added to the available grant funds in 2024.

Chair Schwarze requested a consensus (raise of hands) to allow the request to give IPEF an additional \$19,900 be taken to the Finance committee on September 26, in lieu of taking to Human Services on October 3. The five remaining committee members showed a raise of hands to put the request on the Finance Committee September 26.

12. NEW BUSINESS

No new business was discussed.

13. ADJOURNMENT

With no further business, Chair Schwarze requested a motion to adjourn. Member Garcia so moved, Member Galassi seconded, all ayes on a voice vote. The meeting was adjourned at 10:05 AM.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Kari Galassi



Finance Resolution

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

File #: FI-R-0229-23

Agenda Date: 10/3/2023

Agenda #: 6.A.

ACCEPTANCE AND APPROPRIATION OF THE
ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM DOE GRANT PY24
INTER-GOVERNMENTAL AGREEMENT NO. 22-402028
COMPANY 5000 - ACCOUNTING UNIT 1400
\$595,551

(Under the administrative direction of
the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity that grant funds in the amount of \$595,551 (FIVE HUNDRED NINETY-FIVE THOUSAND, FIVE HUNDRED FIFTY-ONE AND NO/100 DOLLARS) are available to be used to assist in the weatherization of homes of low-income DuPage County residents; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 22-402028 with the Illinois Department of Commerce and Economic Opportunity, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the period of the grant 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 funding does not add any additional subsidy from the County; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Inter-Governmental Agreement No. 22-402028 (ATTACHMENT II) between DuPage County and Illinois Department of Commerce and Economic Opportunity is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$595,551 (FIVE HUNDRED NINETY-FIVE THOUSAND, FIVE HUNDRED FIFTY-ONE AND NO/100 DOLLARS) be made to establish the Illinois Home Weatherization Assistance Program DOE Grant PY24, Company 5000 - Accounting Unit 1400, for period July 1, 2023 through June 30, 2024; and

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

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

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

Enacted and approved this 10th day of October, 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
ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM DOE GRANT PY24
INTER-GOVERNMENTAL AGREEMENT NO. 22-402028
COMPANY 5000 – ACCOUNTING UNIT 1400
\$595,551

REVENUE

41000-0009 - Federal Operating Grant - DOE	\$	<u>595,551</u>	
TOTAL ANTICIPATED REVENUE			\$ <u><u>595,551</u></u>

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries	\$	170,903	
51010-0000 - Employer Share I.M.R.F.		13,285	
51030-0000 - Employer Share Social Security		13,091	
51040-0000 - Employee Med & Hosp Insurance		21,892	
51050-0000 - Flexible Benefit Earnings		<u>216</u>	
TOTAL PERSONNEL			\$ 219,387

CONTRACTUAL

53090-0000 - Other Professional Services	\$	367,895	
53500-0000 - Mileage Expense		450	
53510-0000 - Travel Expense		516	
53610-0000 - Instruction & Schooling		<u>7,303</u>	
TOTAL CONTRACTUAL			\$ <u><u>376,164</u></u>

TOTAL ADDITIONAL APPROPRIATION			\$ <u><u>595,551</u></u>
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**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
DuPage County**

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

PART ONE – The Uniform Terms

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

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY

DUPAGE COUNTY

By: _____
Signature of Kristin A. Richards, Director

By: _____
Signature of Authorized Representative

Date: _____

Date: _____

By: _____
Signature of Designee

Printed Name: Mary A Keating

Printed Title: Executive Director

Date: _____

Email: Mary.Keating@dupageco.org

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of Second Grantor Approver, if applicable

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Date: _____

Printed Name: _____

Printed Name: _____

Printed Title: _____
Second Grantor Approver

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

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Third Grantor Approver

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

“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 is effective on **07/01/2023** and expires on **06/30/2024** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$595,551.00**, of which **\$595,551.00** are federal funds. Grantee accepts Grantor’s payment as specified in this ARTICLE.

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

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

Reimbursement

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

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **EE0009900**, the federal awarding agency is **Department Of Energy**, and the Federal Award date is **07/01/2022**. If applicable, the Assistance Listing Program Title is **Weatherization Assistance for Low-Income Persons** and Assistance Listing Number is **81.042**. The Catalog of State Financial Assistance (CSFA) Number is 420-70-0087 and the CSFA Name is Weatherization Assistance for Low-Income Persons. If applicable, the State Award Identification Number (SAIN) is 87-44038.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

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

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

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

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

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

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds

awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV PAYMENT REQUIREMENTS

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

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

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

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 dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

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

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

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

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

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

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

ARTICLE XII AUDIT REQUIREMENTS

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

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

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

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

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

12.3. Entities That Are Not “For-Profit”.

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

(b) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends \$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 or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

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

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

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

**ARTICLE XIV
SUBCONTRACTS/SUBAWARDS**

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

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

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

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

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

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

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

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

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

ARTICLE XVII CONFLICT OF INTEREST

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

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any 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

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

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

The purpose of this authority is as follows:

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

PROJECT DESCRIPTION:

Through the Illinois Home Weatherization Assistance Program (“IHWAP”), Grantor will assist low-income residents conserve fuel and defray rising costs of energy in accordance with the U.S. Department of Energy Weatherization Assistance Program State Plan (“DOE WAP State Plan”). Grantee will weatherize homes in an effective and efficient manner that will utilize the available Grant Funds.

Funds will be allocated to the Grantee to administer the IHWAP on a local level, completing weatherization of homes and providing IHWAP-related services for low-income families in Illinois. Grantee must comply with all IHWAP requirements, policies and procedures as set forth by Grantor and the U.S. Department of Energy (“DOE”) including, but not limited to, IHWAP program manuals, procedure and technical assistance memoranda, other written directives such as monitoring field visit letters, and any other related guidance.

Program Objective

Grantee must use Grant Funds provided under this Agreement for the IHWAP to develop and implement a weatherization program to assist low-income Illinois residents conserve fuel and defray rising costs of energy in accordance with the DOE WAP State Plan as prescribed in Exhibits A and B, herein. For carrying out such program objectives, the total compensation and reimbursement payable by Grantor to the Grantee shall not exceed the amount specified in the Budget (Attachment A), and Grantor shall disburse Grant Funds to the Grantee in compliance with the Budget. The Grantee agrees to perform the activities as outlined in Exhibits A and B, herein in accordance with the Energy Assistance Act (305 ILCS 20/1 *et seq.*), the Illinois Administrative Rules (47 Ill Admin. Code Part 100), the Weatherization Assistance Program for Low-Income Persons (42 U.S.C. § 6861 *et seq.*) and the corresponding DOE regulations (10 CFR Part 440).

This Agreement is issued contingent upon the Grantee’s successful completion of the 2021 IHWAP. Failure of the Grantee to comply with the terms and conditions of the 2021 IHWAP grant agreement may result in termination of this Agreement.

EXHIBIT B

DELIVERABLES OR MILESTONES

Grantee will complete the tasks required by the IHWAP, including but not limited to:

1. Conducting outreach to recruit eligible clients;
2. Reviewing and completing applications;
3. Performing home assessments;
4. Hiring contractors to perform health and safety & energy conservation measures;
5. Performing final inspections to ensure compliance with weatherization requirements/standards and closing weatherization jobs; and
6. Completing all billing/reporting paperwork.

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

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

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Kristin A. Richards
Title: Director
Address: 607 E. Adams St.
Springfield, IL 62701

GRANTEE CONTACT

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

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Ami Yohn
Title: Grant Manager
Address: 607 E. Adams St.
Springfield, IL 62701
Phone: 217-785-3969
TTY#: (800) 785-6055
Email: Ami.M.Yohn@Illinois.gov
Address:

GRANTEE CONTACT

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

GRANTEE DESIGNEES

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

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

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

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Belle Haile
Email: Belainesh.Haile@Illinois.gov
Phone: 217-524-0255
Fax#: N/A

Address: 607 E. Adams St.
Springfield, IL 62701

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

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

- Production Status versus Production Plan: How many projects are completed compared to the Grantee's production plan? (WeatherWorks Tracker)
- Completed Units
- Work Order Printed Units
- Approved Status Units
- Percentage of Grant Funds expended

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

EXHIBIT E

SPECIFIC CONDITIONS

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

No Specific Conditions.

PART TWO – GRANTOR-SPECIFIC TERMS

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

**ARTICLE XXIII
AUTHORIZED SIGNATORY**

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

**ARTICLE XXIV
ADDITIONAL AUDIT PROVISIONS**

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

**ARTICLE XXV
ADDITIONAL MONITORING PROVISIONS**

25.1. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.

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

**ARTICLE XXVI
ADDITIONAL INTEREST PROVISIONS**

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXVII
ADDITIONAL BUDGET PROVISIONS**

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

**ARTICLE XXVIII
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

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

- (a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;
- (c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:
 - (i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;
 - (ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

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

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

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

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

ARTICLE XXIX

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

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

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

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

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

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

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may

seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee must timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

ARTICLE XXX ADDITIONAL MODIFICATION PROVISIONS

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

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

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

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

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (**Exhibits A, B and D**) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be

extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

**ARTICLE XXXI
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

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

31.2. Hiring State Employees Prohibited. No State officer or employee may be hired to perform services under this Agreement on behalf of the Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor unless Grantee is a State agency.

**ARTICLE XXXII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

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

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

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

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

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

**ARTICLE XXXIII
APPLICABLE STATUTES**

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

33.1. Grantee Responsibility. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring Grantee's compliance.

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

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

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

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

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

manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*).

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

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

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

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

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

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

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

(d) **Breach Response.** In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in

all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

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

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

ARTICLE XXXIV ADDITIONAL MISCELLANEOUS PROVISIONS

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

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

ARTICLE XXXV ADDITIONAL REQUIRED CERTIFICATIONS

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

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

35.2. **Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies.** The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse

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

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

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

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PART THREE – PROJECT-SPECIFIC TERMS

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

**ARTICLE XXXVI
REPORT DELIVERABLE SCHEDULE**

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

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

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

January 2024

- Annual Annual Financial Report (01/30/2024) - Covering Period of 07/01/2023 - 12/31/2023; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (01/30/2024) - Covering Period of 07/01/2023 - 12/31/2023; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.

July 2024

- Annual Annual Financial Report (07/30/2024) - Covering Period of 01/01/2024 - 06/30/2024; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (07/30/2024) - Covering Period of 01/01/2024 - 06/30/2024; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.

August 2024

- End of grant Closeout Financial Report and Reconciliation (08/14/2024) - Covering Period of 07/01/2023 - 06/30/2024; Send To: Grant Manager
 - Supporting Documents: Closeout Financial Report and the OCA Grant Reconciliation Package as well as requested supporting documentation.
- End of grant Closeout Performance Report (08/14/2024) - Covering Period of 07/01/2023 - 06/30/2024; Send To: Grant Manager
 - Supporting Documents: Closeout Performance Report, as well as requested supporting documentation.

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

Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

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

37.1 This Agreement is issued contingent upon the Grantee's successful completion of the 2023 Illinois Home Weatherization Assistance Program ("IHWAP"). Failure of the Grantee to comply with the terms and conditions of the 2023 IHWAP Grant Agreement may result in termination of this Agreement.

37.2 Federal Grant Requirements.

(a) In addition to the federal requirements set forth in Article VII, herein this Award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200 as amended by 2 CFR Part 910, (the "Uniform Requirements"). For the avoidance of doubt and to the extent applicable, any references in this Agreement to any of the OMB Circulars are subject to the Uniform Requirements referenced herein.

(b) Grantee must maintain compliance with the weatherization and related provisions of the Grantor's IHWAP Operations Manual, the U.S. Department of Energy ("DOE") Weatherization Assistance Program for Low-Income Persons statute (42 U.S.C. § 6861 *et seq.*), the DOE Weatherization Assistance for Low-Income Persons federal regulations (10 CFR Part 440), the federal Energy Conservation and Production Act of 1976 (P.L. 94-385), the Energy Assistance Act (305 ILCS 20/1 *et seq.*), Illinois LIHEAP administrative rules (47 Ill. Admin. Code Part 100), and all Grantor policies and procedures.

37.3 Administrative Costs. Pursuant to Article VII, herein Grantee shall receive reimbursement for allowable costs under the Administration and Program Support cost budget categories at a ratio of allowable expenditure to amounts budgeted no higher than the ratio of total allowable client benefit expenditures to the total amounts budgeted in the Client Assistance cost budget categories. As an example, a grantee which expends 75% of the total budgeted Client Assistance funds will only be allowed to spend 75% of the amount budgeted for Administration and Program Support funds, respectively.

(a) Under no condition is Grantee permitted to allocate funds for the Equipment/Vehicle cost category without prior written approval from Grantor.

(b) Grantee shall receive reimbursement for allowable costs under the Program Support cost category at a ratio of 35% of the allowable costs in the Materials/Labor and Health and Safety sub-line items of the Client Assistance cost category. Notwithstanding the foregoing, if Grantee operates a weatherization crew, Grantee shall receive reimbursement for allowable costs as set forth, herein at an increased ratio of 45%.

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

- (a) A certified cost report submitted via the GRS Fiscal electronic reporting system prior to submitting a request for Grant Funds;
- (b) Programmatic reports as required by Grantor; and
- (c) Any additional reports requested from Grantee by the Grantor.

37.5 Method of Compensation.

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

(b) Costs allocated to this Award must conform to the cost principles at 2 CFR Part 200 and 2 CFR Part 910, as applicable. Further, costs charged under this Agreement cannot exceed the total amount of this Award.

37.6 Additional Audit and Site Visit Requirements. In addition to the audit requirements in Article XV, herein Grantor reserves the right to conduct limited scope audits, at any time, of any Grant Funds expended under this Agreement or of the Grantee's agency-wide financial statements. Grantor has the right to examine Grantee's corporate books and records which may be necessary to test the allocation equity of Grant Funds and to determine the ability of the Grantee to safeguard the Grant Funds. Grantee also is required to provide reasonable access to its facilities, office space, resources and assistance for Grantor and/or DOE to conduct site visits to review project accomplishments and management control systems and to provide technical assistance, if required. The Grantee must fully cooperate, in a timely manner, in preparing for and conducting the audit and any site visits and in the resolution of audit findings.

37.7 Non-Expendable Personal Property.

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

(b) In addition to Article XVII, herein the Grantee agrees to comply with the applicable property standards set forth in 2 CFR §§ 200.310–200.316 and 2 CFR 910.360, as specifically related to its organization, in the management of Non-Expendable Personal Property for authorized IHWAP purposes under this Award. Specifically, as set forth under 2 CFR §§ 200.312 – 200.314, Non-Expendable Personal Property includes such property acquired under this Agreement and also such property transferred to this Agreement from prior awards.

(c) The Grantee may hold title in its name to all Non-Expendable Personal Property purchased with Grant Funds for operation of the program subject to the following: It is understood and agreed to by the Grantee that all Non-Expendable Personal Property purchased by the Grantee with Grant Funds or received from the Grantor shall not be the property of the Grantee but must instead be held by in trust for the benefit of the people of the State of Illinois. As such, the Non-Expendable Personal Property held by the Grantee is subject to the following conditions: (i) Grantee must use the equipment for the authorized purposes of this Award during the period of performance, or until the property is no longer needed for the purposes of this Award; (ii) Grantee shall not encumber the property without approval of the Grantor; and (iii) Grantee shall use and dispose of the property in accordance with 2 CFR 200.313, 2 CFR 910.360 and paragraph 22.4, herein. Grantee must not sell, abandon or otherwise dispose of such Non-Expendable Personal Property without disposition instructions and the prior written approval of Grantor.

(d) In accordance with 2 CFR §§ 200.313–200.314 and 2 CFR 910.360, Non-expendable Personal Property must be used for IHWAP purposes, as required under this Agreement, for as long as needed. While being used on the program under this Award, Non-Expendable Personal Property may be made available for “shared use” with other activities, provided that such use will not interfere with its primary use for the original purposes of IHWAP prescribed under this Award. When no longer needed for the program, equipment may be used for other projects subject to Grantor’s written approval.

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

37.8 Procurement. Grantee shall follow the procurement standards as established in 2 CFR §§ 200.317 – 200.326 and in the Grantor’s Office of Community Assistance Procurement Manual (“OCA Procurement Manual”). Pursuant to the OCA Procurement Manual, for every procurement transaction in excess of the simplified acquisition threshold, including contract modifications, and for all procurements involving materials and labor for weatherization services, Grantee is required to perform a cost or price analysis. See 2 CFR 200.332; OCA Procurement Manual at 23-24.

37.9 Travel Costs.

(a) Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the Grantee performing duties/services related to this Agreement in accordance with 2 CFR 200.474. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the Grantee's non-federally-funded activities and in accordance with the Grantee’s written travel reimbursement policies. Absent a policy, the Grantee must follow the rules of the Governor’s Travel Control Board. Notwithstanding the provisions of 2 CFR 200.444, travel costs of officials covered by that section are allowable with the prior written approval of the federal awarding agency or Grantor when they are specifically related to the federal award.

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

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

37.11 Debarment. In addition to Grantee’s certification in paragraph 3.5(i) and the representations and warranties in paragraph 28.1, herein Grantee must additionally certify that all contractors and

subcontractors are in compliance with paragraphs 3.5(i) and 28.1 prior to engaging their services under this Agreement, and must certify such compliance at least annually thereafter.

37.12 Bond and Depository Insurance Requirements.

(a) Pursuant to 2 CFR 200.304, Grantee must provide bonding for every officer, director or employee who handles Grant Funds under this Agreement. The amount of coverage must be the higher of **\$100,000** or the highest cash draw during the term of the Agreement.

(b) In accordance with the payment standards and requirements set forth in 2 CFR 200.305, Grantee must place Grant Funds in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8). In the event the Grantee's Grant Funds deposits exceed insured limits, the Grantee must require the depository to pledge securities sufficient to cover the uninsured exposure.

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

37.14 Additional Budget Modification Provisions.

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

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

(c) In accordance with Article VI, herein Grantee shall obtain prior approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308, subject to the following:

- Program Support Grant Funds: Pursuant to paragraph 6.4, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for each of the 100 series sub-line items in the Program Support cost category of the Budget ; provided, however, the cumulative allocation of Grant Funds for Program Support (total sum of each sub-line item) may not exceed the original allocation for the Program Support cost category and may not result in an increase to the total Budget (as originally approved by Grantor at application) without prior Grantor written approval. However, Grantee may *decrease* the allocation of Grant Funds in the Program Support cost category without seeking Grantor approval.
- Client Benefits (Materials/Labor and Health and Safety) and Special Program Grant Funds: Pursuant to paragraph 6.4, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for the Materials/Labor Line 201 and Health and Safety Line 202 (sub-line items in the Client Benefit

cost category) and, Special Program cost category of the Budget Lines 401 (Financial Audit) and 403 (Liability Insurance) **only**. In no event may such transfers in these specific cost categories result in an increase to the total Budget without prior Grantor written approval.

- **Administrative Grant Funds:** Pursuant to paragraph 6.4, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for each of the 300 series sub-line items except Line 317 Indirect Costs in the Direct Administration cost category of the Budget. In no event may such transfers in this specific cost category result in an increase to the total Grant Budget or an increase to the total original allocation for the Administration cost category [total of the combined amounts of the Direct Administrative and Indirect Costs lines] without prior Grantor written approval.
- **Indirect Costs:** Grantee is required to obtain prior Grantor written approval for any *increase* in allocation of Grant Funds to the Indirect Costs category in the Budget.

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

37.15 Fraud, Waste, Abuse or Misconduct.

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

(b) Definitions.

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

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

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

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

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

37.16 Historic Preservation. In furtherance of Paragraph 33.3, herein Grantee is required to comply with the requirements and stipulations of the executed historic preservation Programmatic Agreement ("PA") between DOE and the State of Illinois. See PA at <https://www.energy.gov/eere/wipo/historic-preservation-executed-programmatic-agreements>. The Grantee must notify the Office of Energy Efficiency and Renewable Energy ("EERE") at DOE at GONEPA@ee.doe.gov whenever:

(a) The Grantee, the Grantor or the State Historic Preservation Office ("SHPO")/Tribal Historic Preservation Office ("THPO") believes that the Criteria of Adverse Effect pursuant to 36 CFR 800.5, apply to the proposal under consideration by EERE;

(b) There is a disagreement between an IHWAP applicant, or its authorized representative, and the SHPO/THPO about the scope of the area of potential effects, identification and evaluation of historic properties and/or the assessment of effects;

(c) There is an objection from a consulting party or the public regarding their involvement in the review process established by 36 CFR Part 800, the National Historic Preservation Act Section 106 findings and determinations, or implementation of agreed upon measures; or

(d) There is the potential for a foreclosure situation or anticipatory demolition as defined under 36 CFR 800.9(b) and 36 CFR 800.9(c).

37.17 Quality Work Plan Requirement. The Grantee must comply with the requirements outlined in DOE Weatherization Program Notice 15-4 regarding Quality Work Plan Requirement Update. Grantee must provide contractors and employees with technical requirements for field work including: audits/testing; installation of energy conservation, health and safety and incidental repair measures; and final inspections. The Grantee must confirm receipt of those requirements and provide follow-up and clarification upon request. A signature on a contract can serve as proof of receipt. The technical requirements must be clearly communicated and the specifications for work to be inspected must be referenced in Grantee's contracts. Contractors hired by the Grantee must have agreements that include the same technical requirements referenced above. The work of the contractor must be consistent with the Grantee standards and field guides. The goal is to ensure:

- The Grantee is implementing work quality standards that align with the Standard Work Specifications;
- All Grantees' staff, contractors, and anyone doing the actual work are aware of these Standard Work Specifications; and

- Every home is inspected to ensure compliance with the requirements of the Standard Work Specifications.

37.18 Quality Control Inspector Requirement. Quality Control Inspectors (“QCI”) working for, or contracted by, the Grantee must possess the knowledge, skills and abilities required by the National Renewable Energy Laboratory (“NREL”) Job Task Analysis (“JTA”) for Quality Control Inspectors. This requirement applies to all individuals who perform an evaluation and sign off on work performed in homes, including final inspectors.

(a) Requirements for QCIs Inspecting or Evaluating Single Family Homes.

- QCI competency is demonstrated by certification as a Home Energy Professional Quality Control Inspector.
- QCIs can be employed by third party organizations or the Grantee; however, the Grantee is ultimately responsible for ensuring that every completed unit reported as using DOE funds meets the quality guidelines required by DOE.
- The Grantee must provide, upon request by the Grantor, validation of the QCI credentials for its inspectors.

(b) Requirements for QCIs Inspecting or Evaluating Multi-family Homes.

- Grantee Training Plans must include requirements to ensure that QCIs working in multi-family buildings attend and receive a successful evaluation from a training program delivering a curriculum based on the NREL Multi-family Quality Control Inspector JTA.

(c) Quality Control Inspection Requirements. Every DOE WAP unit reported as a “completed unit” must receive a final inspection ensuring that all work meets the minimum specifications outlined in the Standard Work Specifications in accordance with 10 CFR Part 440.

- Units must be inspected using criteria that align with the quality specifications outlined in Section 1 of DOE Weatherization Program Notice 15-4.
- Every client file must have a form that certifies that the unit had a final inspection and that all work met the required Standard Work Specifications. The form must be signed by a certified QCI. If a unit has received both a final inspection and has also been monitored by Grantor, two certification forms must be maintained in the client or building file – one for each inspection.
- The Quality Control Inspection must include an assessment of the original audit and confirm that the measures called for on the work order were appropriate and in accordance with Grantor audit procedures and the protocols approved by DOE.

37.19 Flow Down Requirement. Grantee must be in compliance with all the DOE special terms and conditions included in Attachment C, the NEPA Determinations set forth in Attachment D and the Intellectual Property provisions set forth below, as applicable. Grantee must also ensure that all staff and contractors, as appropriate, are duly in compliance with the special terms and conditions included in Attachment C, the NEPA Determinations in Attachment D and the Intellectual Property provisions set forth below, as applicable. Further, the Grantee must apply any additional applicable terms to its contracts related to this Award as required by 2 CFR 200.326.

37.20 DOE Intellectual Property Provisions. Intellectual property rights are subject to 2 CFR 200.315 and 910.362, as applicable.

37.21 Billing Schedule. Notwithstanding the billing requirements set forth in paragraph 4.8 and the billing schedule set forth in paragraph 33.5, Grantee must submit any payment requests to Grantor within forty five (45) days after the grant end date. Failure to submit such payment requests timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is

unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

Attachment A. Budget

**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Agency:	Illinois Department of Commerce and Economic Opportunity	State FY:	2024
Grantee:	DuPage County	DUNS Number:	135836026
NOFO Number:		Grant Number:	22-402028
CSFA Number:			
CSFA Description:			

Section A: State of Illinois Funds

Revenues

	<u>Summary</u>	<u>Detail</u>
State of Illinois Grant Amount Requested	\$595,551.00	

Budget Expenditure Categories

1. Personnel (200.430)	\$135,620.00	
0101 PERSONNEL SALARIES AND WAGES		\$101,028.00
0301 ADMIN-PERSONNEL (SALARY/WAGES)		\$34,592.00
2. Fringe Benefits (200.431)	\$37,809.00	
0102 FRINGE BENEFITS		\$27,735.00
0302 ADMIN-FRINGE BENEFITS		\$10,074.00
3. Travel (200.474)		
4. Equipment (200.439)		
5. Supplies (200.94)		
6. Contractual/Subawards (200.318 and .92)		
7. Consultant (200.459)		
8. Construction		
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications		
12. Training and Education (200.472)	\$54,227.00	
0402 TRAINING & TECH ASSIST		\$54,227.00
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs		
15. Grant Exclusive Line Item(s)	\$367,895.00	
0201 MATERIAL AND LABOR		\$312,711.00
0202 HEALTH AND SAFETY		\$55,184.00
16. Total Direct Costs (add lines 1-15)	\$595,551.00	\$595,551.00
17. Total Indirect Costs (200.414)		
Rate: <input style="width: 50px;" type="text" value="0"/> %		
Base: <input style="width: 200px;" type="text" value="N/A"/>		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$595,551.00	\$595,551.00

Grantee:

NOFO Number:

Grant Number:

SECTION A - Continued - Indirect Cost Rate Information

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

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

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

Select ONLY One:

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

Rate: %

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

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

Indirect Cost Rate: % The Distribution Base Is:

Grantee:

NOFO Number:

Grant Number:

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

Institution/Organization: _____

Signature: _____

Printed Name: _____

Title: _____

Phone: _____

Date: _____

Institution/Organization: _____

Signature: _____

Printed Name: _____

Title: _____

Phone: _____

Date: _____

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

Attachment B. Exhibit E Continued – No Conditions

Illinois Grant Accountability and Transparency Notice of State Award

09/06/23

Page 1 of 4

STATE OF ILLINOIS GRANT INFORMATION	
State Award Identification	Name of State Agency (Grantor): Commerce And Econ Opp Department/Organziation Unit:
State Award ID Number (SAIN)	87-44038
State Program Description	The Illinois Home Weatherization Assistance Program (IHWAP) funded through the Department of Energy (DOE), Department of Health and Human Services (HHS), and the State Supplemental Low Income Energy Assistance Fund (SLIHEAP), is implemented through designated grantees to provide services to eligible low income households in Illinois. The client assistance funds available through this grant help eligible households conserve fuel and defray rising costs of energy in accordance with the U.S. DOE Weatherization Assistance Program State Plan. Up to 15% of the HHS LIHEAP Block Grant and 10% of the SLIHEAP funding can be utilized for Weatherization activities.
Announcment Type	Initial
Agency (Grantor) Contact Information	Name: Ben Moore Phone: 217-558-2874 Email: Ben.Moore@illinois.gov

GRANTEE INFORMATION	
Grantee / Subrecipient Information	Name: County of DuPage Address: 421 N. County Farm Road, Wheaton, IL 60187 Phone: Email:
Grantee Identification	GATA: 673126 UEI: W7KRN7E54898 FEIN: 366006551
Period of Performance	Start Date: 7/1/2023 End Date: 6/30/2024

FUNDING INFORMATION			
FUND	CSFA	CFDA	AMOUNT
737	420-70-0087	81.042	\$595,551.00
TOTAL			\$595,551.00

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

Illinois Grant Accountability and Transparency Notice of State Award

TERMS AND CONDITIONS	
Grantee Indirect Cost Rate Information	Rate: 0% Base: Waive Period: 1/1/2023-12/31/2023
Research & Development	No
Cost Sharing or Matching Requirements	No
Uniform Term(s)	CODE of FEDERAL REGULATIONS Title 2: Grants and Agreements PART 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) Grant Accountability and Transparency Act (GATA), 30 ILCS 708/1 Illinois Administrative Code
Grantor-Specific Term(s)	This Notice of State Award (NOSA) is not an agreement. This NOSA is not a guarantee of an agreement. Grantor-Specific Terms that will be included in the final grant agreement can be found at: https://www2.illinois.gov/dceo/AboutDCEO/GrantOpportunities/Pages/GranteeResources.aspx
Program-Specific Term(s)	Information about the Weatherization Specific Terms and requirements can be found in the Energy Assistance Act (305 ILCS 20), the Illinois Administrative Rules (47 Ill Adm. Code 100), the Weatherization Assistance Program for Low-Income Persons (42 USCA § 6861 et seq.) and the corresponding Department of Energy federal regulations (10 CFR 440).

Illinois Grant Accountability and Transparency Notice of State Award

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - FISCAL AND ADMINISTRATIVE
<p>The nature of the additional requirements</p> <p>GATA Conditions: None</p> <p>Agency Adjustments / Explanation: None</p>
<p>The reason why the additional requirements are being imposed</p> <p>GATA Conditions: None</p> <p>Agency Adjustments / Explanation: None</p>
<p>The nature of the action needed to remove the additional requirement, if applicable</p> <p>GATA Conditions: None</p> <p>Agency Adjustments / Explanation: None</p>
<p>The time allowed for completing the actions, if applicable</p> <p>GATA Conditions: None</p> <p>Agency Adjustments / Explanation: None</p>
<p>The method for requesting reconsideration of the additional requirements imposed</p> <p>GATA Conditions: None</p> <p>Agency Explanation: None</p>

Attachment C. DOE Special Terms and Conditions

Special Terms and Conditions

The Grantee (“Recipient”), which is identified in Block 5 of the Assistance Agreement, and the Office of Energy Efficiency and Renewable Energy (“EERE”), an office within the United States Department of Energy (“DOE”), enter into this Award, referenced above, to achieve the project objectives stated in this Award.

This Award consists of the following documents including all terms and conditions therein:

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Intellectual Property Provisions
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Annual File
Attachment 5	Master File
Attachment 5a	Health and Safety Plan
Attachment 6	NEPA Determination

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- National Policy Requirements (November 12, 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- The Recipient’s application/proposal as approved by EERE.
- Applicable program regulations at <http://www.eCFR.gov>, including 10 CFR Part 440 – Weatherization Assistance for Low-Income Persons.

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Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient’s authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient’s authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

EERE will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. Federal Involvement

A. Review Meetings

The Recipient, including but not limited to, the principal investigator (or, if applicable, co-principal investigators), is required to participate in periodic review meetings with EERE. Review meetings enable EERE to assess the work performed under this Award and determine whether the Recipient has timely achieved the program goals stated in Attachment 4 (Annual Plan) and deliverables stated in Attachment 2 (Federal Assistance Reporting Checklist) to this Award.

EERE shall determine the frequency of review meetings and select the day, time, and location of each review meeting and shall do so in a reasonable and good faith manner. EERE will provide the Recipient with reasonable notice of the review meetings.

For each review meeting, the Recipient is required to provide a comprehensive overview of the project, including:

- The Recipient's program progress compared to the Annual Plan stated in Attachment 4 to this Award.
- The Recipient's actual expenditures compared to the approved budget in Attachment 3 to this Award.
- Other subject matter specified by the DOE Technology Manager/Project Officer.

B. Project Meetings

The Recipient is required to notify EERE in advance of scheduled tests and internal project meetings that would entail discussion of topics that could result in major changes to the baseline project technical scope/approach, cost, or schedule. Upon request by EERE, the Recipient is required to provide EERE with reasonable access (by telephone, webinar, or otherwise) to the tests and project meetings. The Recipient is not expected to delay any work under this Award for the purpose of government insight.

C. Site Visits

EERE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Recipient must provide, and must require subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

D. EERE Access

The Recipient must provide any information, documents, site access, or other assistance requested by EERE for the purpose of its Federal stewardship or substantial involvement.

Term 7. NEPA Requirements

A. Authorization

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds.

For Recipients with a DOE executed Historic Preservation Programmatic Agreement (PA), EERE has determined that the “Allowable” listed in the Weatherization Assistance Program NEPA Determination (Attachment 6) are categorically excluded and require no further NEPA review, when the Recipient demonstrates the activities are compliant with the restrictions of the “Allowable Activities. The Recipient is thereby authorized to use Federal funds for the “Allowable Activities” listed in the WAP Program Year 2023 Formula Grants Administrative and Legal Requirements Document (WAP ALRD 2023) and WAP Community Scale Pilot Projects, as applicable, NEPA Determination, subject to the Recipient’s compliance with paragraphs B. “Conditions” and C. “Activities Not Listed As Allowable Activities,” and the restrictions listed in Attachment 6.

B. Conditions

1. This NEPA Determination only applies to activities funded by the WAP Program Year 2023 Formula Grants Administrative and Legal Requirements Document and WAP Community Scale Pilot Projects, as applicable.
2. Activities not listed under "Allowable Activities" including ground disturbing activities and tree removal, are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed. A DOE Contracting Officer must provide approval prior to initiating the project or activities.
3. Any activities on tribal lands or tribal properties are restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients may contact their Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five(45) years and older and/or ground disturbing activities. Approval from DOE is required prior to initiating activities reviewed on a Historic Preservation Worksheet.
4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with

the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.

5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed historic preservation programmatic agreements are available on the Weatherization and Intergovernmental Programs website:
<https://www.energy.gov/eere/wipo/historic-preservation-executed-programmatic-agreements>.
7. Most activities listed under "Allowable Activities" are more restrictive than the Categorical Exclusion. The restrictions listed in the "Allowable Activities" must be followed.
8. Recipients are responsible for completing the online NEPA and Historic preservation training at www.energy.gov/node/4816816 and contacting NEPA with any questions at GONEPA@ee.doe.gov.
9. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the Award.

C. Activities Not Listed As "Allowable Activities"

If the Recipient seeks to fund activities that do not qualify as "Allowable Activities" as defined in Attachment 6, those activities are subject to additional NEPA review which requires submission of an environmental questionnaire found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and those activities are not authorized for Federal funding unless and until the DOE Contracting Officer provides written authorization for those activities. Should the Recipient elect to undertake activities prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Term 8. Historic Preservation

A. Authorization

DOE must comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA) prior to authorizing the use of Federal funds. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. Recipients with a DOE-executed Programmatic Agreement (PA) must comply with the requirements identified in paragraph B. Conditions below.

B. Conditions

Recipients with a DOE executed PA for Historic Preservation

(AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MP, MS, MO, MT, ND, NE, NV, NH, NJ, NM, NY, NC, OH, OK, OR, PA, RI, PR, SC, SD, TN, TX, UT, VI, VT, VA, WA, WI, WV, WY)

Recipients with a DOE executed historic preservation Programmatic Agreement (PA) must adhere to all the Stipulations of their PA. All DOE executed PAs are available on the Weatherization and Intergovernmental Programs website:

<https://www.energy.gov/eere/wipo/historic-preservation-executed-programmatic-agreements>

In addition to the Stipulations in their PAs, Recipients must notify EERE via GONEPA@ee.doe.gov whenever:

- Either the Recipient or the State Historic Preservation Office (SHPO)/Tribal Historic Preservation Office (THPO) believes that the Criteria of Adverse Effect pursuant to 36 CFR § 800.5, apply to the proposal under consideration by EERE;
- There is a disagreement between an Applicant, or its authorized representative, and the SHPO/THPO about the scope of the area of potential effects, identification, and evaluation of historic properties and/or the assessment of effects;
- There is an objection from a consulting party or the public regarding their involvement in the review process established by 36 CFR Part 800, Section 106 findings and determinations, or implementation of agreed upon measures; or

There is the potential for a foreclosure situation or anticipatory demolition as defined under 36 CFR §800.9 (b) and 36 CFR § 800.9 (c).

Term 9. Performance of Work in United States

A. Requirement

All work performed under this Award must be performed in the United States unless the Contracting Officer provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Recipient should make every effort to purchase supplies and equipment within the United States. The Recipient must flow down this requirement to its subrecipients.

B. Failure to Comply

If the Recipient fails to comply with the Performance of Work in the United States requirement, the Contracting Officer may deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable Recipient cost share regardless if the work is performed by the Recipient, subrecipients, vendors or other project partners.

C. Waiver for Work Outside the U.S.

All work performed under this Award must be performed in the United States. However, the Contracting Officer may approve the Recipient to perform a portion of the work outside the United States under limited circumstances. The Recipient must obtain a waiver from the Contracting Officer prior to conducting any work outside the U.S. To request a waiver, the Recipient must submit a written waiver request to the Contracting Officer, which includes the following information:

- The rationale for performing the work outside the U.S.;
- A description of the work proposed to be performed outside the U.S.;
- Proposed budget of work to be performed; and
- The countries in which the work is proposed to be performed.

For the rationale, the Recipient must demonstrate to the satisfaction of the Contracting Officer that the performance of work outside the United States would further the purposes of the FOA or Program that the Award was selected under and is in the economic interests of the United States. The Contracting Officer may require additional information before considering such request.

Term 10. Foreign National Access

The Recipient may be required to provide information to DOE in order to satisfy requirements for foreign nationals' access to DOE sites, information, technologies, equipment, programs or personnel. A foreign national is defined as any person who is not a U.S. citizen by birth or naturalization. If the Recipient (including any of its subrecipients, contractors or vendors) anticipates involving foreign nationals in the performance of its award, the Recipient may be required to provide DOE with specific information about each foreign national to ensure compliance with the requirements for access approval. National laboratory personnel already cleared for site access may be excluded.

Term 11. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 12. Reporting Requirements

A. Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to

preclude future awards by Federal agencies.

B. Dissemination of Scientific and Technical Information

Scientific and Technical Information (STI) generated under this Award will be submitted to DOE via the Office of Scientific and Technical Information's Energy Link ([E-Link](#)) system. STI submitted under this Award will be disseminated via DOE's [OSTI.gov](#) website subject to approved access limitations. Citations for journal articles produced under the Award will appear on the [DOE PAGES](#) website.

C. Restrictions

Scientific and Technical Information submitted to E-Link must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

Term 13. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 14. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of Energy Efficiency and Renewable Energy (EERE) under the Weatherization Assistance Program Award Number DE-EE0009900."
- *Full Legal Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

Abridged Legal Disclaimer: “The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government.”

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 15. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award. Extensions require explicit prior Federal awarding agency approval when carrying forward unobligated balances to subsequent budget periods.

Term 16. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 17. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 18. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

Term 19. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 20. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 21. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR

200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 22. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 23. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by EERE, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term, and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.338,

Remedies for Noncompliance.

Subpart B. Financial Provisions

Term 24. Maximum Obligation

The maximum obligation of DOE for this Award is the total “Funds Obligated” as stated in Block 13 of the Assistance Agreement to this Award. Additional Federal funding is contingent upon: (1) Recipient’s demonstrated substantial progress towards meeting the objectives of the Award; (2) availability of Federal funds appropriated by Congress for the purpose of this program; and (3) the availability of future-year budget authority.

Term 25. Continuation Application and Funding

A. Continuation Application

A continuation application is a non-competitive application for an additional budget period and extended project period. The continuation application shall be submitted to EERE in accordance with the annual Announcement/Grant Guidance that is issued.

B. Continuation Funding

Continuation funding is contingent on (1) the availability of funds appropriated by Congress for the purpose of this program; (2) the availability of future-year budget authority; (3) Recipient’s satisfactory progress towards meeting the objectives of the Weatherization Assistance Program; (4) Recipient’s submittal of required reports; (5) Recipient’s compliance with the terms and conditions of the Award; (6) the Recipient’s submission of a continuation application; and (7) written approval of the continuation application by the Contracting Officer.

Term 26. Refund Obligation

The Recipient must refund any excess payments received from EERE, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to EERE the difference between (1) the total payments received from EERE, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 27. Allowable Costs

EERE determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are

reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to EERE. Such records are subject to audit. Failure to provide EERE adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 28. Indirect Costs

A. Indirect Cost Allocation:

The Recipient has a current and approved Predetermined or Fixed Negotiated Indirect Cost Rate Agreement (NICRA) and it applies uniformly across all Federal awards through the Recipients fiscal year end 2024. An updated rate proposal or NICRA is required within 180 days prior to the identified expiration if the Recipient is to continue to bill predetermined indirect cost billing rates on the DOE award.

B. Fringe Cost Allocation:

Fringe benefit costs have been allocated to this award under a segregated fringe billing rate. The fringe costs were found to be reasonable, allocable, and allowable as reflected in the budget. Fringe elements apply to both direct and indirect labor. Under a segregated cost pool, the fringe billing rate shall be treated as an indirect cost expenditure and must be reconciled annually.

C. Subrecipient Indirect Costs (If Applicable):

The Recipient must ensure its subrecipient's indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

D. Indirect Cost Stipulations:

i. Modification to Indirect Cost Billing Rates

EERE will not modify this Award solely to provide additional funds to cover increases in the Recipient's indirect cost billing rate(s). Adjustments to the indirect cost billing rates must be approved by the Recipient's Cognizant Agency or Cognizant Federal Agency Official.

The Recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator in order to increase indirect cost billing rates. If the Contracting Officer provides prior written approval, the Recipient may incur an increase in the indirect cost billing rates.

Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this Award.

ii. Award Closeout

The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

Term 29. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

Term 30. Pre-Award Costs

As stated in the Contracting Officer's Pre-Award Costs Letter dated February 7, 2022, the Recipient is authorized to request reimbursement for costs incurred on or after January 1, 2022 if: (1) such costs are allowable in accordance with 2 CFR part 200 as amended by 2 CFR part 910, (2) such costs are not otherwise restricted by Term titled "National Environmental Policy Act (NEPA) Requirements," and (3) such costs are not otherwise restricted by any other Term. If the Recipient elects to undertake activities that are not authorized for Federal funding by the Contracting Officer in advance of DOE completing the NEPA review, the Recipient is doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share. Nothing contained in the pre-award cost reimbursement regulations or any pre-award costs approval letter from the Contracting Officer override these NEPA requirements to obtain the written authorization from the Contracting Officer prior to taking any action that may have an adverse effect on the environment or limit the choice of reasonable alternatives.

Term 31. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 32. Payment Procedures

A. Method of Payment

Payment will be made by advances through the Department of Treasury's ASAP system.

B. Requesting Advances

Requests for advances must be made through the ASAP system. The Recipient may submit requests as frequently as required to meet its needs to disburse funds for the Federal share of project costs. If feasible, the Recipient should time each request so that the Recipient receives payment on the same day that the Recipient disburses funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

C. Adjusting Payment Requests for Available Cash

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from EERE.

D. Payments

All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

E. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund EERE any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

The DOE payment authorizing official may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed necessary. Recipient is required to comply with these requests. Supporting documents include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the payment requests.

Term 33. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be

approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. EERE may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories.

The Recipient is required to submit written notification via email (not in PAGE) to the Project Officer identified in the Assistance Agreement of any transfer of funds among direct cost categories and/or functions where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

Upon receipt of adequate notification documentation by the Project Officer, the recipient is hereby authorized to transfer funds among direct cost categories for program activities consistent with their approved State/Annual Plan, without prior approval by the awarding agency.

Limitations in existing rules and guidance, including Administration and Training and Technical Assistance (T&TA), along with prior approval of equipment as detailed in the respective year's WAP Grant Guidance and in the regulations still apply.

C. Transfer of Funds Between Direct and Indirect Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient's actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

Term 34. Carryover of Unobligated Balances

The recipient is hereby authorized to carry over unobligated balances of Federal and non-Federal funds from one budget period to a subsequent budget period, for program activities consistent with their approved State/Annual Plan, without prior approval by the Contracting Officer. Should the recipient wish to use carryover funds for activities that are not consistent with the approved State/Annual Plan, a budget revision application must be submitted for approval by DOE.

For purposes of this award, an unobligated balance is the portion of the funds authorized by DOE that have not been obligated by the recipient at the end of a budget period. Recipients are advised to carefully manage grant funds to minimize unobligated balances each year, but especially at the end of the grant project period.

Subpart C. Miscellaneous Provisions

Term 35. Reporting Subawards and Executive Compensation

A. Reporting of first-tier subawards

- i. *Applicability.* Unless the Recipient is exempt as provided in paragraph D. of this award term, the Recipient must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to an entity (see definitions in paragraph E. of this award term).
- ii. *Where and when to report.*
 1. The Recipient must report each obligating action described in paragraph A.i. of this award term to <https://www.fsrs.gov>.
 2. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported no later than December 31, 2010.)
- iii. *What to report.* The Recipient must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov> specify.

B. Reporting Total Compensation of Recipient Executives

- i. *Applicability and what to report.* The Recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if:
 1. The total Federal funding authorized to date under this Award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 2. In the preceding fiscal year, the Recipient received;
 - a. 80 percent or more of the Recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal

financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards)

3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).
- ii. *Where and when to report.* The Recipient must report executive total compensation described in paragraph B.i. of this award term:
 1. As part of the Recipient's registration profile at <https://www.sam.gov>.
 2. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives

- i. *Applicability and what to report.* Unless the Recipient is exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, the Recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
 1. In the subrecipient's preceding fiscal year, the subrecipient received:
 - a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards)
 2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation

information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

- ii. *Where and when to report.* The Recipient must report subrecipient executive total compensation described in paragraph C.i. of this award term:
 - 1. To the recipient.
 - 2. By the end of the month following the month during which the Recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

If, in the previous tax year, the Recipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

- i. Subawards; and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions

For purposes of this Award term:

- i. Entity means all of the following, as defined in 2 CFR Part 25:
 - 1. A Governmental organization, which is a State, local government, or Indian tribe.
 - 2. A foreign public entity.
 - 3. A domestic or foreign nonprofit organization.
 - 4. A domestic or foreign for-profit organization.
 - 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- ii. Executive means officers, managing partners, or any other employees in management positions.
- iii. Subaward:
 - 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for

which the Recipient received this award and that the recipient awards to an eligible subrecipient.

2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
 3. A subaward may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.
- iv. Subrecipient means an entity that:
1. Receives a subaward from the Recipient under this award; and
 2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.
- v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
1. Salary and bonus.
 2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 5. Above-market earnings on deferred compensation which is not tax-qualified.

6. Other compensation, if the aggregate value of all such other compensation (*e.g.* severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Term 36. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)

SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.
- ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions

For purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
- ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:

1. A Governmental organization, which is a State, local government, or Indian Tribe.
2. A foreign public entity.
3. A domestic or foreign nonprofit organization.
4. A domestic or foreign for-profit organization.
5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

iv. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

v. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this Award; and
2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 37. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

- i. *“These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”*
- ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 38. Subrecipient and Vendor Approvals

- A. *At Risk Notice.* The Recipient must obtain written approval by the Contracting Officer for reimbursement of costs associated with subrecipients/activities/vendors listed in paragraph B. below. If the subawards are for \$250,000 or more, the Recipient must submit a revised Subgrantee Information form in PAGE, detailing the names, UEI numbers, tentative allocations, and planned units. The Recipient is restricted from expending project funds (i.e., Federal share and Recipient share) on the subrecipients’ and/or vendors’ supporting the tasks identified in paragraph B. below unless and until the Contracting Officer provides written approval. At its discretion, EERE may not reimburse costs incurred prior to the date of any such written approval by the Contracting Officer.

B. Contracting Officer approval as set out above is required for the following:

<u>UEI #</u>	<u>Subrecipients /Vendor</u>	<u>Total Amount (\$)</u>	<u>Reason</u>
GJBDLK5YJHR3	Community Action Partnership of Lake County	\$649,457.00	Federal Debt

The Contracting Officer may require additional information concerning these tasks prior to providing written approval.

C. Upon written approval by the Contracting Officer, the Recipient may then receive payment for the tasks identified in paragraph B. above for allowable costs incurred, or EERE will recognize costs incurred toward leveraging requirements, if any, in accordance with the payment provisions contained in the Special Terms and Conditions of this agreement.

Term 39. Subrecipient Change Notification

Except for subrecipients specifically proposed as part of the Recipient’s Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient is providing cost share to the Award.
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient’s written standards of conduct were followed.¹

¹ It is DOE’s position that the existence of a “covered relationship” as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient’s owners or senior management and a member of a subrecipient’s owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE’s position that these situations also create at a minimum an apparent conflict of interest.

- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient documentation stipulated above, the Recipient may proceed to award or modify the proposed subrecipient agreement.

Term 40. Minimum Privacy Protections Regarding Applicant Information

- A. States, Tribes and their subawardees, including, but not limited to subrecipients, subgrantees, contractors and subcontractors that participate in the Weatherization Assistance Program (WAP) are required to treat all requests for information concerning applicants and recipients of WAP funds in a manner consistent with the federal government's treatment of information requested under the Freedom of Information Act (FOIA), 5 U.S.C. 552, including the privacy protections contained in Exemption (b)(6) of the FOIA, 5 U.S.C. 552(b)(6). Under 5 U.S.C. 552(b)(6), information relating to an individual's eligibility application or the individual's participation in the program, such as name, address, or income information, are generally exempt from disclosure.
- B. A balancing test must be used in applying Exemption (b)(6) in order to determine:
 - i. whether a significant privacy interest would be invaded;
 - ii. whether the release of the information would further the public interest by shedding light on the operations or activities of the Government; and
 - iii. whether in balancing the privacy interests against the public interest, disclosure would constitute a clearly unwarranted invasion of privacy.
- C. A request for personal information including but not limited to the names, addresses, or income information of WAP applicants or recipients would require the state or other service provider to balance a clearly defined public interest in obtaining this information against the individuals' legitimate expectation of privacy.
- D. Given a legitimate, articulated public interest in the disclosure, States and other service providers may release information regarding recipients in the aggregate that

does not identify specific individuals. However, a State or service provider must apply a FOIA Exemption (b)(6) balancing test to any request for information that cannot be satisfied by such less-intrusive methods.

Term 41. Conference Spending

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 42. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
 1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
4. Any other criminal, civil, or administrative proceeding if:
 - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
 - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.

- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—
 - 1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - 2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 43. Export Control

The U.S. government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as “Export Controls.” To ensure compliance with Export Controls, it is the Recipient’s responsibility to determine when its project activities trigger Export Controls and to ensure compliance.

Certain information, technology or material under an award may be considered export-controlled items that cannot be released to any foreign entity (organization, company, or person) without a license. All recipients, including subrecipients, must take the appropriate steps to obtain any required licenses, monitor and control access to restricted information and material, and safeguard all controlled items to ensure compliance with Export Controls. Under no circumstances may any foreign entity (organizations, companies, or persons) receive access to an export-controlled item unless proper export procedures have been satisfied and such access is authorized pursuant to law or regulation.

The Recipient shall immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 44. Financial Conflict of Interest

The Recipient must have a written and enforced administrative process to identify and manage Financial Conflicts of Interest (FCOI) with respect to all projects for which DOE funding is sought or received. When requested, the Recipient must promptly make information available to the DOE Contracting Officer relating to any disclosure of financial interests and the Recipient's review of, and response to, such disclosure, whether or not the disclosure resulted in the Recipient's determination of an FCOI.

The Recipient is responsible for ensuring subrecipient compliance with this term and reporting identified financial conflicts of interests for the subrecipient to the DOE Contracting Officer. The Recipient must incorporate as part of a written agreement with a subrecipient terms that establish whether the Financial Conflict of Interest policy of the Recipient Institution or that of the subrecipient will apply to subrecipient.

Term 45. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (federal funds and recipient cost share) to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Term 46. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Term 47. Buy American Requirements for Infrastructure Projects

A. Definitions

Infrastructure includes, at a minimum, the structures, facilities, and equipment for, in the United States:

- Roads, highways, and bridges;
- Public transportation;
- Dams, ports, harbors, and other maritime facilities;
- Intercity passenger and freight railroads;
- Freight and intermodal facilities;
- Airports;
- Water systems, including drinking water and wastewater systems;
- Electrical transmission facilities and systems;
- Utilities;
- Broadband infrastructure;
- Buildings and real property; and
- Facilities that generate, transport, and distribute energy.

Further, the “infrastructure” in question must either be publicly owned or serve a public function; privately owned infrastructure that is not open to the public, such as a personal residence, is not considered “infrastructure” for purposes of this requirement. In cases where the “public” nature of the infrastructure is unclear, the recipient is required to consult with the DOE Grants Officer who will render a determination.

Project means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Construction Materials includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is, or consists primarily of:

- Non-ferrous metals;

- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall.

Domestic content procurement preference means and refers to the same thing as “Buy America Preference.”

B. Buy America Preference

None of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

C. Waivers

When necessary, recipients may apply for, and DOE may grant, a waiver from the Buy America Preference requirements. Requests to waive the application of the Buy America Preference must be in writing. Waiver requests are subject to public comment periods of no less than 15 days, as well as review by the Office of Management and Budget.

Waivers must be based on one of the following justifications:

1. Applying the Buy America Preference would be inconsistent with the public interest (Public Interest);
2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (Nonavailability); or
3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (Unreasonable Cost).

Requests to waive the Buy America Preference must include the following:

- Waiver type (Public Interest, Nonavailability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- A detailed justification as to how the non-domestic item(s) is/are essential to the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- Total estimated project cost, with estimated Federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated Federal share and recipient cost share breakdowns;
- A brief description of the project, its location, and the specific infrastructure involved;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, country(ies) of origin, and relevant PSC and NAICS codes for each;
- A justification statement—based on one of the applicable justifications outlined above—as to why the items in question cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

DOE may request, and the recipient must provide, additional information for consideration of this waiver. The Agency's final determination regarding approval or rejection of the waiver request may not be appealed.

Attachment D. DOE NEPA Determinations

U.S. DEPARTMENT OF ENERGY
OFFICE OF ENERGY EFFICIENCY AND RENEWABLE ENERGY
NEPA DETERMINATION



RECIPIENT: Weatherization Assistance Program Grantees with a DOE executed Historic Preservation Programmatic Agreement*

STATE: Mult

PROJECT TITLE Weatherization Assistance Program Fiscal Year 2023 Formula Awards - Recipients with a DOE executed Historic Preservation Programmatic Agreements

Funding Opportunity Announcement Number	Procurement Instrument Number	NEPA Control Number	CID Number
WAP-ARLD-2023	WAP-ALRD-2023A	GFO-WAP-ALRD-2023A	

Based on my review of the information concerning the proposed action, as NEPA Compliance Officer (authorized under DOE Policy 451.1), I have made the following determination:

CX, EA, EIS APPENDIX AND NUMBER:

Description:

- | | |
|--|---|
| A9 Information gathering, analysis, and dissemination | Information gathering (including, but not limited to, literature surveys, inventories, site visits, and audits), data analysis (including, but not limited to, computer modeling), document preparation (including, but not limited to, conceptual design, feasibility studies, and analytical energy supply and demand studies), and information dissemination (including, but not limited to, document publication and distribution, and classroom training and informational programs), but not including site characterization or environmental monitoring. (See also B3.1 of appendix B to this subpart.) |
| A11 Technical advice and assistance to organizations | Technical advice and planning assistance to international, national, state, and local organizations. |
| B1.16 Asbestos removal | Removal of asbestos-containing materials from buildings in accordance with applicable requirements (such as 40 CFR part 61, "National Emission Standards for Hazardous Air Pollutants"; 40 CFR part 763, "Asbestos"; 29 CFR part 1910, subpart I, "Personal Protective Equipment"; and 29 CFR part 1926, "Safety and Health Regulations for Construction"; and appropriate state and local requirements, including certification of removal contractors and technicians). |
| B1.34 Lead-based paint containment, removal, and disposal | Containment, removal, and disposal of lead-based paint in accordance with applicable requirements (such as provisions relating to the certification of removal contractors and technicians at 40 CFR part 745, "Lead-Based Paint Poisoning Prevention In Certain Residential Structures"). |
| B2.2 Building and equipment instrumentation | Installation of, or improvements to, building and equipment instrumentation (including, but not limited to, remote control panels, remote monitoring capability, alarm and surveillance systems, control systems to provide automatic shutdown, fire detection and protection systems, water consumption monitors and flow control systems, announcement and emergency warning systems, criticality and radiation monitors and alarms, and safeguards and security equipment). |
| B3.1 Site characterization and environmental monitoring | Site characterization and environmental monitoring (including, but not limited to, siting, construction, modification, operation, and dismantlement and removal or otherwise proper closure (such as of a well) of characterization and monitoring devices, and siting, construction, and associated operation of a small-scale laboratory building or renovation of a room in an existing building for sample analysis). Such activities would be designed in conformance with applicable requirements and use best management practices to limit the potential effects of any resultant ground disturbance. Covered activities include, but are not limited to, site characterization and environmental monitoring under CERCLA and RCRA. (This class of actions excludes activities in aquatic environments. See B3.16 of this appendix for such activities.) Specific activities include, but are not limited to: (a) Geological, geophysical (such as gravity, magnetic, electrical, seismic, radar, and temperature gradient), geochemical, and engineering surveys and mapping, and the establishment of survey marks. Seismic techniques would not include large-scale reflection or refraction testing; (b) Installation and operation of field instruments (such as stream-gauging stations or flow-measuring devices, telemetry systems, geochemical monitoring tools, and geophysical exploration tools); (c) Drilling of wells for sampling or monitoring of groundwater or the vadose (unsaturated) zone, well logging, and installation of water-level recording devices in wells; (d) Aquifer and underground reservoir response testing; (e) Installation and operation of ambient air monitoring equipment; (f) Sampling and characterization of water, soil, rock, or contaminants (such as drilling using truck- or mobile-scale equipment, and modification, use, and plugging of boreholes); (g) Sampling and characterization of water effluents, air emissions, or solid waste streams; (h) Installation and operation of meteorological towers and associated activities (such as assessment of potential wind energy resources); (i) Sampling of flora or |

fauna; and (j) Archeological, historic, and cultural resource identification in compliance with 36 CFR part 800 and 43 CFR part 7.

B5.1 Actions to conserve energy or water

(a) Actions to conserve energy or water, demonstrate potential energy or water conservation, and promote energy efficiency that would not have the potential to cause significant changes in the indoor or outdoor concentrations of potentially harmful substances. These actions may involve financial and technical assistance to individuals (such as builders, owners, consultants, manufacturers, and designers), organizations (such as utilities), and governments (such as state, local, and tribal). Covered actions include, but are not limited to weatherization (such as insulation and replacing windows and doors); programmed lowering of thermostat settings; placement of timers on hot water heaters; installation or replacement of energy efficient lighting, low-flow plumbing fixtures (such as faucets, toilets, and showerheads), heating, ventilation, and air conditioning systems, and appliances; installation of drip-irrigation systems; improvements in generator efficiency and appliance efficiency ratings; efficiency improvements for vehicles and transportation (such as fleet changeout); power storage (such as flywheels and batteries, generally less than 10 megawatt equivalent); transportation management systems (such as traffic signal control systems, car navigation, speed cameras, and automatic plate number recognition); development of energy-efficient manufacturing, industrial, or building practices; and small-scale energy efficiency and conservation research and development and small-scale pilot projects. Covered actions include building renovations or new structures, provided that they occur in a previously disturbed or developed area. Covered actions could involve commercial, residential, agricultural, academic, institutional, or industrial sectors. Covered actions do not include rulemakings, standard-settings, or proposed DOE legislation, except for those actions listed in B5.1(b) of this appendix. (b) Covered actions include rulemakings that establish energy conservation standards for consumer products and industrial equipment, provided that the actions would not: (1) have the potential to cause a significant change in manufacturing infrastructure (such as construction of new manufacturing plants with considerable associated ground disturbance); (2) involve significant unresolved conflicts concerning alternative uses of available resources (such as rare or limited raw materials); (3) have the potential to result in a significant increase in the disposal of materials posing significant risks to human health and the environment (such as RCRA hazardous wastes); or (4) have the potential to cause a significant increase in energy consumption in a state or region.

B5.16 Solar photovoltaic systems

The installation, modification, operation, and removal of commercially available solar photovoltaic systems located on a building or other structure (such as rooftop, parking lot or facility, and mounted to signage, lighting, gates, or fences), or if located on land, generally comprising less than 10 acres within a previously disturbed or developed area. Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.

B5.17 Solar thermal systems

The installation, modification, operation, and removal of commercially available smallscale solar thermal systems (including, but not limited to, solar hot water systems) located on or contiguous to a building, and if located on land, generally comprising less than 10 acres within a previously disturbed or developed area. Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.

Rationale for determination:

The U.S. Department of Energy (DOE) administers the Weatherization Assistance Program (WAP) as authorized by Title IV, Energy Conservation and Production Act, as amended. The goal of WAP is to increase the energy efficiency of dwellings owned or occupied by low-income persons, reduce their total residential expenditures, and improve their health and safety. Each home weatherized under WAP would receive approximately \$8,250 as determined by site-specific outcomes of the energy audit process. Many Recipients supplement DOE funds with other federal and non-federal resources for the activities listed below.

This NEPA determination is specific to the 55 WAP Recipients* with a DOE executed Historic Preservation Programmatic Agreement for activities that are funded by the WAP Program Year 2023 Formula Grants Administrative and Legal Requirements Document (WAP ALRD 2023) and WAP Community Scale Pilot Projects Memorandum dated 12/13/2022, as applicable. Some WAP Recipients may also be awarded funds under a separately competed process for WAP Community Scale Pilot Projects. Approved activities funded under WAP Community Scale Pilot Projects are included in this NEPA determination. WAP Recipients without a DOE executed Historic Preservation Programmatic Agreement have a separate NEPA determination: GFO-WAP-ALRD 2023B.

DOE has determined the following activities that are funded by the WAP Program Year 2023 Formula Grants Administrative and Legal Requirements Document (WAP ALRD 2023) and WAP Community Scale Pilot Projects, as applicable, are categorically excluded from further NEPA review, absent extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a specific activity.

Any activities on tribal lands or tribal properties are restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients may contact their Project Officer for a Historic Preservation Worksheet to

request a review of activities that are listed below on tribal homes/buildings forty-five(45) years and older and/or ground disturbing activities. Approval from DOE is required prior to initiating activities reviewed on a Historic Preservation Worksheet.

1. Administrative activities associated with management of the designated Weatherization Office and management of programs and strategies in support of weatherization activities.
2. Development and implementation of training programs and strategies for weatherization effort, including initial home energy audits, final inspections, and client education.
3. Purchase of vehicles and equipment needed for administrative activities, weatherization energy audits, installation of measures indicated below, and quality control inspections.
4. Weatherization activities provided that activities adhere to the requirements of the respective Recipients' DOE executed Historic Preservation Programmatic Agreement, are installed in existing buildings, are appropriately sized, are covered by Appendix A of 10 CFR 440, and/or approved as part of the energy audit approval procedures and material approvals process, and limited to:
 - a. Building Shell Measures:
 - i. Install insulation where needed
 - ii. Perform air sealing
 - iii. Repair and replace windows, install window film, awnings, and solar screens
 - b. Mechanical Measures
 - i. Clean, tune, repair, or replace heating and/or cooling systems
 - ii. Install duct and heating pipe insulation
 - iii. Repair leaks in heating/cooling ducts
 - iv. Install programmable thermostats
 - v. Repair/replace domestic water heaters
 - vi. Install domestic hot water heater tank insulation
 - c. Electric and Water Measures
 - i. Install efficient light sources
 - ii. Install low-flow showerheads
 - iii. Replace inefficient refrigerators with energy-efficient models
5. Energy-related health and safety measures per the most recently approved DOE Weatherization Program Notice (WPN), currently WPN 22-7, provided that activities adhere to the requirements of the respective Recipients' DOE executed Historic Preservation Programmatic Agreement, occur in existing buildings, and are limited to:
 - a. Combustion appliance safety inspections
 - b. Air quality assessment and limited removal of formaldehyde, volatile organic compounds, flammable liquids, and other air pollutants
 - c. Gas and bulk fuel leak inspections
 - d. Limited testing and/or containment, removal or disposal of lead, asbestos, mold, moisture, refrigerant, mercury, and other materials so WAP activities may be completed.
 - e. Conduct radon testing and precautionary measures, including but not limited to, sump pump covers, covering exposed dirt floors with polyethylene sheeting which contains a rating of no more than 0.1 perm, which is sealed and attached at all seams, walls, and foundation penetrations.
 - f. Inspect and install carbon monoxide and smoke alarms
 - g. Install ventilation as required by the American Society of Heating and Air-Conditioning Engineers (ASHRAE) 62.2-2016 standard, including blower door testing addressing infiltration, ventilation, and exhaust.
6. Weatherization Readiness activities focused on structural, health, and safety issues required before weatherization measures can be completed to help reduce the frequency of deferred homes, provided that activities adhere to the requirements of the respective Recipients' DOE executed Historic Preservation Programmatic Agreement, are installed in or on existing buildings, and are limited to:
 - a. Repair/replace damaged windows and doors
 - b. Minor electrical and plumbing repairs
 - c. Roof repair or replacement including, replacing decking material and roof, and/or changing roof material (e.g., shingles to metal) NOTE-These activities would likely require SHPO consultation on buildings 45 years or older, as applicable per each recipient's Historic Preservation Programmatic Agreement (PA). Recipients must review their PA to understand their responsibilities for SHPO consultation.
 - d. Interior and exterior wall repairs
 - e. Ceiling repairs
 - f. Floor repairs
 - g. Foundation or subspace (crawl space) repairs

h. Exterior drainage repairs limited to gutter repair or replacement, trimming shrubs, and/or grading in close proximity to the perimeter of the foundation.

i. Clean-up or remediate beyond typical scope of WAP activities:

i. Lead paint

ii. Asbestos (confirmed or suspected, including vermiculite)

iii. Mold and/or moisture

7. Incidental and necessary energy-related repairs and replacements:

a. Repair/replace damaged windows and doors

b. Electrical and plumbing repairs

8. Development, implementation, and installation of onsite renewable energy technology, provided that activities adhere to the requirements of the respective Recipients' DOE executed Historic Preservation Programmatic Agreement, are installed in or on an existing structure, do not require ground disturbance, no trees are removed, and limited to:

a. PV systems would be appropriately sized and would not exceed 60 kW

b. Solar hot water heating systems would be appropriately sized and would not exceed 200,000 BTU/HR

c. Battery storage, if applicable, would be attached to structure (e.g. inside a garage) and would not be visible from the public right of way.

Activities/projects not listed above, including ground disturbing activities and tree removal, are not included under the ALRD categorical exclusion and are subject to additional NEPA review and approval by DOE. For activities/projects requiring additional NEPA review, states must complete the environmental questionnaire (EQ-1) found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed. A DOE Contracting Officer must provide approval prior to initiating the project or activities.

All incidental measures relating to hazardous materials identified during the WAP activities would be managed in accordance with applicable federal, state, and local requirements.

Recipients are required to participate in DOE led training on NEPA and Historic Preservation prior to commencing work on the above activities. The training is available at www.energy.gov/node/4816816. Recipients are responsible for contacting NEPA with any NEPA or historic preservation questions at GONEPA@ee.doe.gov.

Recipients are responsible for identifying and promptly notifying DOE of extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) relating to any proposed activities. Additionally, Recipients must demonstrate compliance with Section 106 of the National Historic Preservation Act (NHPA) and inform DOE of activities in the 100-year floodplain.

Recipients shall adhere to the restrictions of their DOE executed Historic Preservation Programmatic Agreement. DOE executed historic preservation programmatic agreements are available on the Weatherization and Intergovernmental Programs website: <https://www.energy.gov/eere/wipo/historic-preservation-executed-programmatic-agreements>

DOE is required to consider floodplain management and wetland protection as part of its environmental review process (10 CFR 1022). As part of this required review, DOE determined requirements set forth in Subpart B of 10 CFR 1022 are not applicable to the activities described in Allowable Activities 1-7b above that would occur in the 100-year floodplain (hereinafter "floodplain") or wetland because the activities would not have short-term or long-term adverse impacts to the floodplain or wetland. These activities are administrative or minor modifications of existing facilities to improve environmental conditions. All other integral elements and environmental review requirements are still applicable. All activities (except those under Allowable Activities categories 1-7b) must document those activities do not occur in the floodplain or wetland. Activities occurring in the floodplain or wetland (except those under Allowable Activities 1-7b) are subject to additional NEPA review and approval by DOE.

For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (found at <https://www.eere-pmc.energy.gov/NEPA.aspx>) for review by DOE.

Most activities listed under "Allowable Activities" are more restrictive than the Categorical Exclusion. The restrictions must be followed for the Allowable Activities to be applicable.

* WAP Recipients with a historic preservation programmatic agreement: AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MP, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY, and VI.

DOE has made a conditional NEPA determination.

The NEPA Determination applies to the following Topic Areas, Budget Periods, and/or tasks:

This NEPA Determination only applies to activities funded by the WAP Program Year 2023 Formula Grants Administrative and Legal Requirements Document and WAP Community Scale Pilot Projects, as applicable. Recipients must have a DOE executed Historic Preservation Programmatic Agreement.

The NEPA Determination does not apply to the following Topic Area, Budget Periods, and/or tasks:

This NEPA Determination does NOT apply to activities funded by sources other than the WAP Program Year 2023 Formula Grants Administrative and Legal Requirements Document or WAP Community Scale Pilot Projects, activities that do not fit within the restrictions of the Allowable Activities listed above, or to Recipients that do not have a DOE executed Historic Preservation Programmatic Agreement.

Include the following condition in the financial assistance agreement:

1. This NEPA Determination only applies to activities funded by the WAP Program Year 2023 Formula Grants Administrative and Legal Requirements Document and WAP Community Scale Pilot Projects, as applicable.
2. Activities not listed under "Allowable Activities" including ground disturbing activities and tree removal, are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed. A DOE Contracting Officer must provide approval prior to initiating the project or activities.
3. Any activities on tribal lands or tribal properties are restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients may contact their Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five(45) years and older and/or ground disturbing activities. Approval from DOE is required prior to initiating activities reviewed on a Historic Preservation Worksheet.
4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.
5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed historic preservation programmatic agreements are available on the Weatherization and Intergovernmental Programs website: <https://www.energy.gov/eere/wipo/historic-preservation-executed-programmatic-agreements>.
7. Most activities listed under "Allowable Activities" are more restrictive than the Categorical Exclusion. The restrictions listed in the "Allowable Activities" must be followed.
8. Recipients are responsible for completing the online NEPA and Historic preservation training at www.energy.gov/node/4816816 and contacting NEPA with any questions at GONEPA@ee.doe.gov.
9. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the Award.

Notes:

Office of State and Community Energy Programs - WAP
This NEPA Determination requires legal review of the tailored NEPA provision.
NEPA review completed by Diana Heyder, 04/04/23

FOR CATEGORICAL EXCLUSION DETERMINATIONS

The proposed action (or the part of the proposal defined in the Rationale above) fits within a class of actions that is listed in Appendix A or B to 10 CFR Part 1021, Subpart D. To fit within the classes of actions listed in 10 CFR Part 1021, Subpart D, Appendix B, a proposal must be one that would not: (1) threaten a violation of applicable statutory, regulatory, or permit requirements for environment, safety, and health, or similar requirements of DOE or Executive Orders; (2) require siting and construction or major expansion of waste storage, disposal, recovery, or treatment facilities (including incinerators), but the proposal may include categorically excluded waste storage, disposal, recovery, or treatment actions or facilities; (3) disturb hazardous substances, pollutants, contaminants, or CERCLA-excluded petroleum and natural gas products that preexist in the environment such that there would be uncontrolled or unpermitted releases; (4) have the potential to cause significant impacts on environmentally sensitive resources, including, but not limited to, those listed in paragraph B(4) of 10 CFR Part 1021, Subpart D, Appendix B; (5) involve genetically engineered organisms, synthetic biology, governmentally designated noxious weeds, or invasive species, unless the proposed activity would be contained or confined in a manner designed and operated to prevent unauthorized release into the environment and conducted in accordance with applicable requirements, such as those listed in paragraph B(5) of 10 CFR Part 1021, Subpart D, Appendix B.

There are no extraordinary circumstances related to the proposed action that may affect the significance of the environmental effects of the proposal.

The proposed action has not been segmented to meet the definition of a categorical exclusion. This proposal is not connected to other actions with potentially significant impacts (40 CFR 1508.25(a)(1)), is not related to other actions with individually insignificant but cumulatively significant impacts (40 CFR 1508.27(b)(7)), and is not precluded by 40 CFR 1506.1 or 10 CFR 1021.211 concerning limitations on actions during preparation of an environmental impact statement.

A portion of the proposed action is categorically excluded from further NEPA review. The NEPA Provision identifies Topic Areas, Budget Periods, tasks, and/or subtasks that are subject to additional NEPA review.

SIGNATURE OF THIS MEMORANDUM CONSTITUTES A RECORD OF THIS DECISION.

NEPA Compliance Officer Signature: _____

 **Electronically Signed By: Casey Strickland**
NEPA Compliance Officer

Date: 4/6/2023

FIELD OFFICE MANAGER DETERMINATION

- Field Office Manager review not required
- Field Office Manager review required

BASED ON MY REVIEW I CONCUR WITH THE DETERMINATION OF THE NCO :

Field Office Manager's Signature: _____

Field Office Manager

Date: _____



Finance Resolution

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

File #: FI-R-0230-23

Agenda Date: 10/3/2023

Agenda #: 6.B.

ACCEPTANCE AND APPROPRIATION OF ADDITIONAL FUNDING OF
THE LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM
HHS SUPPLEMENTAL GRANT PY23
INTER-GOVERNMENTAL AGREEMENT NO. 23-274028
COMPANY 5000 - ACCOUNTING UNIT 1420
FROM \$1,118,000 TO \$1,949,787
(AN INCREASE OF \$831,787)

(Under the administrative direction of
the Community Services Department)

WHEREAS, the County of DuPage heretofore accepted and appropriated the Low-Income Home Energy Assistance Program HHS Supplemental Grant PY23, Company 5000 - Accounting Unit 1420, pursuant to Resolution FI-R-0117-23 for the period March 1, 2023 through June 30, 2024; and

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity with Amendment No. 001 to Inter-Governmental Agreement No. 23-274028 (ATTACHMENT II) that additional grant funds in the amount of \$831,787 (EIGHT HUNDRED THIRTY-ONE THOUSAND, SEVEN HUNDRED EIGHTY-SEVEN AND NO/100 DOLLARS) are available to be used to increase energy assistance to low-income DuPage County residents; and

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

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

WHEREAS, the County Board finds that the need to appropriate said additional funding 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 Amendment No. 001 to Inter-Governmental Agreement No. 23-274028 (ATTACHMENT II) be and is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$831,787 (EIGHT HUNDRED THIRTY-ONE THOUSAND, SEVEN HUNDRED EIGHTY-SEVEN AND NO/100 DOLLARS) be made and added to the Low-Income Home Energy Assistance Program HHS Supplemental Grant PY23, Company 5000 - Accounting Unit 1420 and that the program continue as originally approved in all other respects; and

BE IT FURTHER RESOLVED by the DuPage County Board that the personnel headcount for the Low-Income Home Energy Assistance Program HHS Grants be revised to reflect the addition of:

Full-Time

50000 (1) 1313 Grade 313 Accountant \$50,200.00 -\$ 66,934.00

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

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

Enacted and approved this 10th day of October, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION FOR THE
LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM HHS SUPPLEMENTAL GRANT PY23
INTER-GOVERNMENTAL AGREEMENT NO. 23-274028
COMPANY 5000 – ACCOUNTING UNIT 1420
\$831,787

REVENUE

41000-0002 - Federal Operating Grant - HHS \$ 831,787

TOTAL ANTICIPATED REVENUE \$ 831,787

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries \$ 122,595
50010-0000 - Overtime 100,799
51010-0000 - Employer Share I.M.R.F. 14,152
51030-0000 - Employer Share Social Security 14,000
51040-0000 - Employee Med & Hosp Insurance 3,924

TOTAL PERSONNEL \$ 255,470

CONTRACTUAL

53090-0000 - Other Professional Services \$ 17,500
53821-0000 - Energy Grants 558,817

TOTAL CONTRACTUAL \$ 576,317

TOTAL ADDITIONAL APPROPRIATION \$ 831,787



Illinois
Department of Commerce
& Economic Opportunity

September 25, 2023

Ms. Mary Keating
Executive Director
DUPAGE COUNTY
421 N COUNTY FARM RD
Wheaton, IL 60187-3978

Re: Grant No. 23-274028

Dear Ms. Keating:

Enclosed is your fully executed copy of the modification/waiver to the above referenced grant agreement (the "Agreement"). Please retain this copy in your files for reference during the administration of the grant and for future audit and monitoring purposes.

Please be advised that the requested modification/waiver was approved based on information provided by your agency/organization. Pursuant to Section 3.7 of the pre-GATA Agreement, or Article XII of the post-GATA Agreement, as applicable, you are hereby reminded that: (i) during the time period specified in the Agreement, the Grantee is required to maintain books, records and supporting documents related to all disbursements of funds provided under the Agreement, including those which are the subject of the modification/waiver; and (ii) the Grantee's failure to maintain and provide such records during a subsequent monitoring or audit conducted in accordance with applicable provisions of the Agreement, shall establish a presumption in favor of the Department for the recovery of funds for which adequate documentation is not available.

Should you have any questions regarding the modification/waiver, please contact your DCEO Grant Manager.

Sincerely,
Signature on File

Kristin A. Richards
Director

cc: DCEO Grant Manager

www.ildceo.net

500 East Monroe
Springfield, Illinois 62701-1643
217/782-7500 · Tbd: 800/785-6055

100 West Randolph Street, Suite 3-400
Chicago, Illinois 60601-3219
312/814-7179 · Tbd: 800/785-6055

2309 West Main, Suite 118
Marion, Illinois 62959-1180
618/997-4394 · Tbd: 800/785-6055

AMENDMENT TO THE GRANT AGREEMENT



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

The State of Illinois (State), acting through the undersigned agency (Grantor) and DuPage County (Grantee) (collectively, the "Parties" and individually, a "Party") agree that this Amendment (Amendment) will amend the Grant Agreement (Agreement) referenced herein. All terms and conditions set forth in the original Agreement and any subsequent amendment, but not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Amendment shall prevail.

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

ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
Signature on File

DuPage County

Signature on File

By
Philip M. Keshen
Chief Financial Officer

By: _____
Signature of Kristin A. Richards, Director

By: Unilateral Amendment - No Signature Required
Signature of Authorized Representative

Date: 9/20/2023

Date: _____

By: _____
Signature of Designee

Printed Name: _____

Date: _____

Printed Title: _____

Printed Name: _____

Email: _____

Printed Title: _____

Designee

By: _____
Signature of Second Grantor Approver, if applicable

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Date: _____

Printed Name: _____

Printed Name: _____

Printed Title: _____

Second Grantor Approver

Printed Title: _____

Second Grantee Approver
(optional at Grantee's discretion)

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Third Grantor Approver

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

ARTICLE I
AWARD AND AMENDMENT INFORMATION AND CERTIFICATION

1.1. Original Agreement. The Agreement, numbered **23-274028**, has an original term from **03/01/2023** to **06/30/2024**.

1.2. Prior Amendments. Below is the list of all prior amendments to the Agreement (mark N/A if none):

Amendment Number	Effective Date (MM/DD/YYYY)
N/A	

1.3. Current Agreement Term. The Agreement expires on **06/30/2024**, unless terminated pursuant to the Agreement.

1.4. Item(s) Altered. Identify which of the following Agreement elements are amended herein (check all that apply):

- | | |
|--|---|
| <input type="checkbox"/> Exhibit A (Project Description) | <input type="checkbox"/> Award Term |
| <input type="checkbox"/> Exhibit B (Deliverables/Milestones) | <input checked="" type="checkbox"/> Award Amount |
| <input type="checkbox"/> Exhibit C (Contact Information) | <input type="checkbox"/> PART TWO (Grantor-Specific Terms) |
| <input type="checkbox"/> Exhibit D (Performance Measures/Std.) | <input type="checkbox"/> PART THREE (Project-Specific Terms) |
| <input type="checkbox"/> Exhibit E (Specific Conditions) | <input type="checkbox"/> Budget |
| | <input checked="" type="checkbox"/> Budget (Unilateral) |
| | <input type="checkbox"/> Funding Source |
| | <input checked="" type="checkbox"/> Other (specify): Exhibit C (Payment) for FY23 Grant Agreement |

1.5. Effective Date. This Amendment shall be effective on N/A . If an effective date is not identified in this Paragraph, the Amendment shall be effective upon the last dated signature of the Parties.

1.6. Certification. Grantee certifies under oath that (1) all representations made in this Amendment are true and correct and (2) all Grant Funds awarded pursuant to the Agreement shall be used only for the purpose(s) described therein, including all subsequent amendments. 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 the Agreement and repayment of all Grant Funds.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**ARTICLE II
AMENDMENTS**

- 2.1. The first line of Exhibit C is amended as follows: Grantee shall receive \$1,949,787 under this Agreement.
- 2.2. The first sentence of Paragraph 1.2 of the Agreement is amended as follows: Grant Funds shall not exceed \$1,949,787, of which \$1,949,787 are federal funds.
- 2.3. The Budget is amended by increasing Grant Funds as detailed in the attached revised Budget. This unilateral amendment is in accordance with Article XLI or paragraph 34.3 of the Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Organization Name:	Dupage County	UEI#	135836026	NOFO #	N/A
CSFA Number:	420-70-0090	CSFA Description:	Low Income Home Energy Assistance -- HHS	Fiscal Year:	2023
SECTION A -- STATE OF ILLINOIS FUNDS				Grant #	23-274028
Revenues				TOTAL REVENUE	
(a). State of Illinois Modification Amount Requested (Total Modification Allocation)				\$ 831,787.00	
BUDGET SUMMARY STATE OF ILLINOIS FUNDS					
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards	Current Approved Budget	Modification Amount	New Modified Budget	
PROGRAM SUPPORT					
101 Personnel (Salaries & Wages)	200.430	\$ -	\$ 122,484.00	\$ 122,484.00	
102 Fringe Benefits	200.431	\$ -	\$ 15,999.00	\$ 15,999.00	
103 Travel	200.474	\$ -	\$ -	\$ -	
104 Equipment (Not PCs and Laptops)	200.439	\$ -	\$ -	\$ -	
105 Supplies	200.94	\$ -	\$ -	\$ -	
106 Contractual Services & Subawards	200.318 & 200.92	\$ -	\$ 17,500.00	\$ 17,500.00	
107 Consultant (Professional Services)	200.459	\$ -	\$ -	\$ -	
109 A Occupancy (Rent)	200.465	\$ -	\$ -	\$ -	
109 B Occupancy (Utilities)	200.452	\$ -	\$ -	\$ -	
Subtotal 109 (Occupancy Rent & Utilities)		\$ -	\$ -	\$ -	
111 Telecommunications		\$ -	\$ -	\$ -	
112 Training & Education	200.472	\$ -	\$ -	\$ -	
114 Miscellaneous Costs		\$ -	\$ -	\$ -	
SUBTOTAL 100s (Program Support)		\$ -	\$ 155,983.00	\$ 155,983.00	
CLIENT BENEFITS					
201 Client Benefits		\$ 1,118,000.00	\$ 558,817.00	\$ 1,676,817.00	
202 Assurance 16--N/A for LIHEAP CARES or LIHEAP State		\$ -	\$ -	\$ -	
SUBTOTAL 200s (Client Benefits)		\$ 1,118,000.00	\$ 558,817.00	\$ 1,676,817.00	
ADMINISTRATION					
	200.413				
301 Direct Admin--Personnel (Salaries & Wages)	200.413 (c) & 200.430	\$ -	\$ 100,910.00	\$ 100,910.00	
302 Direct Admin--Fringe Benefits	200.431	\$ -	\$ 16,077.00	\$ 16,077.00	
303 Direct Admin--Travel	200.474	\$ -	\$ -	\$ -	
304 Direct Admin--Equipment (Not PCs and Laptops)	200.439	\$ -	\$ -	\$ -	
305 Direct Admin--Supplies	200.94	\$ -	\$ -	\$ -	
306 Direct Admin--Contractual Services & Subawards	200.318 & 200.92	\$ -	\$ -	\$ -	
307 Direct Admin--Consultant (Professional Services)	200.459	\$ -	\$ -	\$ -	
309 A Direct Admin--Occupancy (Rent)	200.465	\$ -	\$ -	\$ -	
309 B Direct Admin--Occupancy (Utilities)	200.452	\$ -	\$ -	\$ -	
Subtotal 309 (Occupancy Rent & Utilities)		\$ -	\$ -	\$ -	
311 Direct Admin--Telecommunications		\$ -	\$ -	\$ -	
312 Direct Admin--Training & Education	200.472	\$ -	\$ -	\$ -	
314 Direct Admin--Miscellaneous Costs		\$ -	\$ -	\$ -	
Total Direct Admin Costs		\$ -	\$ 116,987.00	\$ 116,987.00	
317 Indirect Costs* (see below)	200.414	\$ -	\$ -	\$ -	
Rate %:					
Base Calculation Method:					
SUBTOTAL 300s (Administration)		\$ -	\$ 116,987.00	\$ 116,987.00	
SPECIAL -- only with OCA Fiscal Pre-Approval					
406 Special Project Program		\$ -	\$ -	\$ -	
Total Direct Costs		\$ 1,118,000.00	\$ 831,787.00	\$ 1,949,787.00	
Total Indirect Costs		\$ -	\$ -	\$ -	
Total Costs for State Grant Funds		\$ 1,118,000.00	\$ 831,787.00	\$ 1,949,787.00	

GRANTEE CERTIFICATION

STATE OF ILLINOIS
UNIFORM GRANT BUDGET TEMPLATE

AGENCY: Commerce & Economic Opportunity

Organization Name:	Dupage County	CSFA Description:	Low Income Home Energy Assistance -- HHS	NOFO #:	N/A
CSFA #:	420-70-0090	UEI #:	135836026	Fiscal Year(s):	2023
Grant #:	23-274028				

(2 CFR 200.415)

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

DuPage County

Institution/Organization

Signature on File

Signature

Jeffrey Martynowicz

Name of Official

Chief Financial Officer

Title

Chief Financial Officer (or equivalent)

2/14/23

Date of Execution

DuPage County

Institution/Organization

Signature on File

Signature

Mary Keating

Name of Official

Director, DuPage County Community Services

Title

Executive Director (or equivalent)

7/17/23

Date of Execution

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

From: [Vaughn, Garrett](#)
To: [mary.keating](#); [Martynowicz, Jeffrey](#); [Kinczyk, Geoffrey](#); [gina.stratford](#)
Cc: [Moore, Ben](#); [Devos, Amy L.](#)
Subject: DuPage County Dept. of Human Resources 23-274028 Grant Modification to Increase Funds **Documents to be completed**
Date: Monday, July 10, 2023 1:19:00 PM
Attachments: [23-274 MOD Budget Template.xlsx](#)
[23-274 MTDC Calculator.xlsx](#)
[MOD Budget Template Instructions_4.17.20.docx](#)
[23-274 Indirect Calculator for Negotiated Rates.xlsx](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image007.png](#)
Importance: High

To provide additional funds to serve LIHEAP customers in your service area, we will be processing a grant modification for your 23-274028 grant. The intent of these funds is to address additional need for services identified in your service territory for the 2024 LIHEAP Program Year and provide the Program Support and Admin portion corresponding to the initial 23-274 grant award Client Assistance allocations. The allocation by line item is listed below.

For us to process the grant modification, you will need to submit the following items listed below. Also attached are the directions for completing the mod budget template.

- The attached MOD Budget Template completed and signed; and
- The applicable attached MTDC/NICRA Calculator completed and corresponding with the attached Budget.

Upload the required documents to the OCA Extranet, C/LAA Grant Application and Document Submissions, PY2023 on or before Monday, July 17th, 2023.

Agency:
 -HHS LIHEAP Supplemental Increase Mod Amount- (23-274)

Category:		
0100 Program Support	\$	155,983
0200 Client Assistance	\$	558,817
0300 Administration	\$	<u>116,987</u>
HHS Total:	\$	831,787

Garrett Vaughn, MPA
 Fiscal Grants Coordinator
 Office of Community Assistance
 Illinois Department of Commerce & Economic Opportunity
 Phone: (217) 685-0347
 Email: Garrett.Vaughn@illinois.gov
www.illinois.gov/dceo





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HS Change Order with Resolution

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

File #: HS-R-0060-23

Agenda Date: 10/3/2023

Agenda #: 6.C.

AMENDMENT TO PURCHASE ORDER 6033-0001-SERV
ISSUED TO HEALTHY AIR HEATING & AIR, INC.
TO PROVIDE ARCHITECTURAL WEATHERIZATION LABOR AND MATERIALS
FOR COMMUNITY SERVICES' WEATHERIZATION PROGRAM
(INCREASE OF \$192,000 FROM \$485,534.70 TO \$677,534.70)

WHEREAS, Purchase Order 6033-0001 SERV was approved by the Health & Human Services Committee on September 20, 2022; and

WHEREAS, the Human Services Committee recommends changes as stated in the Change Order Notice to Purchase Order 6033-0001 SERV, issued to Healthy Air Heating & Air, Inc., to provide architectural weatherization labor and materials, for Community Services' Weatherization program, to allow for payment of existing invoices and estimated architectural weatherization expenses through October 29, 2023 as previously extended, and increase the contract by \$192,000.00 resulting in an amended contract total of \$677,534.70, an increase of 39.54%.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopt the Change Order Notice to Purchase Order 6033-0001 SERV, issued to Healthy Air Heating & Air, Inc., to provide architectural weatherization labor and materials, for Community Services' Weatherization program, to allow for payment of existing invoices and estimated architectural weatherization expenses through October 29, 2023 as previously extended, and increase the contract by \$192,000.00 resulting in an amended contract total of \$677,534.70, an increase of 39.54%

Enacted and approved this 10th day of October, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Sep 25, 2023

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 6033	Original Purchase Order Date: Oct 1, 2022	Change Order #:	Department: Community Services
Vendor Name: Healthy Air Heating & Air Inc (Architectural)		Vendor #: 14166	Dept Contact: Gina Strafford-Ahmed

Background and/or Reason for Change Order Request: The Weatherization program added an additional funding source in County Fiscal-Year 2023, after the original PO was issued. Approximately \$62,000 of the bi-partisan infrastructure funding is anticipated to be spent prior to the issuance of a new PO. In addition, due to timing, the current PO has been extended from a 9/30/2023 expiration to a 10/29/2023 expiration date. This resulted in the traditional grants being funded for a longer duration, from the existing PO, necessitating the PO contract value to be increased to accommodate this work.

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	\$485,534.70
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$485,534.70
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$192,000.00
E	New contract amount (C + D)	\$677,534.70
F	Percent of current contract value this Change Order represents (D / C)	39.54%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	39.54%

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 \geq \$2,500.00, or \geq 10%, of current contract amount Funding Source PY24 Weatherization Gr.
- OTHER - explain below:

GK	6182	Sep 25, 2023	<i>MAX</i>	6457	9/27/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date

REVIEWED BY (Initials Only)

Buyer	Date	Procurement Officer	Date
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date

Accounting Unit	Activity Code	Line	Additional Amount	New/Existing
1400	22-402028	DOE-PY24 - LINE 9	17,000	New Line
1400	23-461028	DOE-BIL-PY23 - LINE 10	62,000	New Line
1430	22-21028	HHS-PY23 - LINE 6	34,000	Existing Line
1430	23-221028	HHS-PY24 - LINE 11	55,000	New Line
1490	24-251028	STATE-PY24 - LINE 12	24,000	New Line
			<u>192,000</u>	



Decision Memo

Procurement Services Division

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

Date: Sep 28, 2023

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Community Services - Weatherization	Department Contact: David Watkins
Contact Email: david.watkins@dupageco.org	Contact Phone: 630-407-6469
Vendor Name: Healthy Air Heating & Air Inc. (Architectural)	Vendor #: 14166

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

Additional funding source was added in County Fiscal Year 2023, after the original P.O. was issued. The increase total is \$192,000 (39.54%), for a contract total of \$677,534.70.

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

Approximately \$62,000 of the bi-partisan infrastructure funding is anticipated to be spent prior to the issuance of a new P.O. In addition, due to timing, the current P.O has been extended from a 9/30/23 expiration date to 10/29/23. This resulted in the traditional grants being funded for a longer duration, from the existing P.O., necessitating the P.O. contract value to be increased to accommodate the work.

Strategic Impact

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

Assist residents to maintain their property and provide them financial, safety, and comfort levels.

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

RFP 21-033-CD

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

- 1) Allocate the additional funds in order to better assist individuals.
- 2) The funds cannot be used for other purposes, if not used, clientele is not served.
- 2) Do not allocate the grant funds and thus lose the funds to the altogether.

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

5000-1400, 5000-1430, 5000-1490, 5000-1555 Weatherization grants



HS Resolution

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

File #: HS-R-0061-23

Agenda Date: 10/3/2023

Agenda #: 6.D.

APPROVAL OF ISSUANCE OF PAYMENTS BY DUPAGE COUNTY
TO ENERGY ASSISTANCE PROVIDERS THROUGH THE
LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM
HHS SUPPLEMENTAL GRANT PY23
INTER-GOVERNMENTAL AGREEMENT NO. 23-274028
IN THE AMOUNT OF \$558,817

WHEREAS, Resolution HS-R-0050-23 was approved and adopted by the County Board on April 25, 2023; and

WHEREAS, the energy assistance budget for the Low-Income Home Energy Assistance Program HHS Supplemental Grant PY23, Inter-Governmental Agreement No. 23-274028 has been increased by \$558,817 (FIVE HUNDRED FIFTY-EIGHT THOUSAND, EIGHT HUNDRED SEVENTEEN AND NO/100 DOLLARS); and

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

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

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of payments for the Low-Income Home Energy Assistance Program HHS Supplemental Grant PY23, Inter-Governmental Agreement No. 23-274028, for the period March 1, 2023 through June 30, 2024 for energy assistance, in amounts not to exceed the total grant energy assistance budget.

NOW, THEREFORE, BE IT RESOLVED, that individual payments to provide energy assistance in accordance with the Low-Income Home Energy Assistance Program HHS Supplemental Grant PY23, Inter-Governmental Agreement No. 23-274028, Company 5000 Accounting Unit 1420, for the period March 1, 2023 through June 30, 2024, for Community Services/LIHEAP, be and it is hereby approved for issuance to the providers on the approved State of Illinois Registers, in amounts not exceeding the grant total of \$1,676,817 (ONE MILLION, SIX HUNDRED SEVENTY-SIX THOUSAND, EIGHT HUNDRED SEVENTEEN AND NO/100 DOLLARS).

Enacted and approved this 10th day of October, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



HS Requisition \$30,000 and Over

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

File #: HS-P-0070-23

Agenda Date: 10/3/2023

Agenda #: 6.E.

AWARDING RESOLUTION ISSUED TO
DUPAGE FEDERATION ON HUMAN SERVICES REFORM
- LANGUAGE ACCESS RESOURCE CENTER (LARC)
FOR INTERPRETATION/TRANSLATION AND
AMERICAN SIGN LANGUAGE SERVICES TO
\$38,000

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

WHEREAS, the County of DuPage had published a Request for Proposal (RFP #23-072-CS) to bid for face-to-face interpretation, telephone interpretation, translation services, and American Sign Language, setting forth the terms, conditions, and rate requests; and

WHEREAS, a proposal from the following company was received to provide State mandated interpretation services:

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a County contract for the period of October 11, 2023 through October 10, 2024, to DuPage Federation on Human Services Reform - Language Access Resource Center (LARC), for face to face interpretation, telephone interpretation, translation services, and American Sign Language, for a contract total amount of \$38,000, for Community Services (\$35,000) and Finance (\$3,000 for ASL).

NOW, THEREFORE BE IT RESOLVED, that a contract be issued to the above company to provide interpretation and translation services in accordance with the Illinois State mandate for the Community Services and Finances Department for the period of October 11, 2023 through October 10, 2024, to DuPage Federation on Human Services Reform - Language Access Resource Center (LARC), 1910 S. Highland Avenue, Suite 135 Lombard, IL, 60148, in a joint contract with PGLS, per two most qualified offers, highest responsible scores per Proposal RFP #23-072-CS.

Enacted and approved this 10th day of October, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: RFP 23-072-CS	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$38,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 10/03/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$152,000.00
	CURRENT TERM TOTAL COST: \$38,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: DuPage Federation On Human Services Reform	VENDOR #: 11348	DEPT: Community Services	DEPT CONTACT NAME: Karen Graczyk
VENDOR CONTACT: David Roth	VENDOR CONTACT PHONE: 630-782-4782	DEPT CONTACT PHONE #: 630-407-6543	DEPT CONTACT EMAIL: karen.graczyk@dupageco.org
VENDOR CONTACT EMAIL: droth@dupagefederation.org	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.). To provide face-to-face and telephonic interpreter services, translation services, and American Sign Language, to assist clients in Community Services, primarily the Senior Services' unit. Per RFP#23-072-CS; this is the original contract with the option of three (3) one (1) year renewals. Contract will be split between two vendors (PGLS Piedmont Global Language Solutions for \$19,000)			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Community Services assists clientele that speak many diverse languages. The ability to communicate effectively in order to provide necessary social services as mandated by the State of Illinois requires the assistance of interpreter services.			

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.
RFP (REQUEST FOR PROPOSAL)	

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. RFP - # 23-072-CS
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). DuPage Federation's proposal was one of the the most cost efficient and responsible offer to meet all the requirements to provide necessary services to our clientele's services mandated by the State of Illinois. Award contract to another vendor per proposals and pay a higher cost for services. Do not award a contract and Community Services will not be able to serve all of our clientele due to language barriers.

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: DuPage Federation on Human Services Reform	Vendor#: 11348	Dept: Community Services	Division:
Attn: David Roth	Email: droth@dupagefederation.org	Attn: Karen Graczyk	Email: karen.graczyk@dupageco.org
Address: 1910 S. Highland Ave., Ste 135	City: Lombard	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60148	State: IL	Zip: 60187
Phone: 630-782-4782	Fax:	Phone: 630-407-6543	Fax: 630-407-6501
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: DuPage Federation on Human Services Reform	Vendor#: 11348	Dept: Community Services	Division:
Attn: David Roth	Email: droth@dupagefederation.org	Attn: Karen Graczyk	Email: karen.graczyk@dupageco.org
Address: 1910 S. Highland Ave., Ste 135	City: Lombard	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60148	State: IL	Zip: 60187
Phone: 630-782-4782	Fax:	Phone: 630-407-6543	Fax: 630-407-6501
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Oct 11, 2023	Contract End Date (PO25): Oct 10, 2024
Contract Administrator (PO25):			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Interpreter/Translation Services; Face-to-Face, Telephonic, and/or American Sign Language	FY23	1000	1750	53040		1,000.00	1,000.00
2	1	EA		Interpreter/Translation Services; Face-to-Face, Telephonic, and/or American Sign Language	FY24	1000	1750	53040		34,000.00	34,000.00
3	1	EA		American Sign Language - Finance	FY23	1000	1150	53040		500.00	500.00
4	1	EA		American Sign Language - Finance	FY24	1000	1150	53040		2,500.00	2,500.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 38,000.00

<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. HS COMMITTEE 10/3/23 COUNTY BOARD 10/10/23
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

June 26, 2023

Ms. Mary Keating
Director of Community Services for DuPage County
421 N County Farm Rd., Room 3-400
Wheaton, IL 60187-3978

Ms. Mary Keating,

We are pleased to present our proposal for your review regarding the following contract: INTERPRETER SERVICES RFP #23-072-CS, due on June 27, 2023. Also acknowledging receipt of Q&A ADDENDUM#1 FOR INTERPRETER, TRANSLATOR 23-072-CS. After a thorough review of the bid requirements, we are confident our services are effectively positioned to meet your ongoing language access needs. Our proposal addresses your need for all areas including In-Person and Virtual Interpretation, (including American Sign Language), Telephonic Interpretation, and Document Translation.

Language Access Resource Center (LARC), a program of DuPage Federation on Human Services Reform, offers an array of services including interpretation, translation, interpreter training and consultation with health and human services organizations to identify the most cost-effective and efficient ways to meet the needs of the area's growing immigrant population. LARC was developed in 2005 out of the interest expressed by health and human services organizations in finding a cost-effective way to meet the needs of their limited English proficient clients. We have been honored to work with the County for a number of years and we hope to continue this partnership.

-We offer **face-to-face interpretation in person** in over 40 languages, **including American Sign Language (ASL)**. Requests may be made through several convenient formats, including an online scheduling system.

-**Video Remote Interpretation**. Our local interpreters will connect via various platforms and apps of your choice (Zoom, GoogleMeet, FreeConferenceCall, etc.), to serve your language needs remotely with voice or video participation.

-**Telephonic interpretation** In conjunction with our telephonic partner we provide telephonic interpretation in over 260 languages. Clients are provided with their own toll-free number to call for immediate access to a telephonic interpreter.

-**Document translations** are available in all languages. Qualified professional translators with extensive experience are utilized for our translations. We provide translations covering a wide variety of subject matter with prompt turnaround. We can also provide audio transcribing and subtitles.

-**Trainings**. Rigorous interpreter trainings are offered multiple times a year. Currently we offer online and hybrid trainings for bilingual individuals, workshops, and continuing education opportunities for trained professional interpreters and staff language liaisons. Through our interpreter training model, interpreters at no cost may be available to you as well.

-**Consultation and presentations** such as "The Importance of Language Access - How and Why to Use Interpreters" are also available.

Thank you for the opportunity to submit a proposal. LARC is a resource for all your language access needs. If you have any questions, please don't hesitate to contact me directly (708.466.2132)

Sincerely,
Signature on File

David J. Roth
Executive Director
droth@dupagefederation.org

June 26, 2023

TECHNICAL PROPOSAL

2. Firm Qualifications – Provide a statement that portrays the firm’s qualifications in relation to the Scope of Services. The response should include the following:

- a) *A summary of the firm’s general qualifications including specific disciplines represented that are applicable to the proposed work, number of employees, office locations, etc.*

Language Access Resource Center (LARC) is a program of DuPage Federation on Human Services Reform, a 501(c)3 non-profit organization. Founded in 2005, LARC offers an array of services including interpretation, translation, interpreter training, and consultation to a variety of organizations, including health, human services, educational and legal, to identify the most cost-effective and efficient ways to meet the needs of the area’s growing immigrant population. LARC was developed out of the interest expressed by health and human services organizations in finding solutions to meet the needs of their limited English proficient clients.

We provide face-to-face interpretation (including American Sign Language-ASL and Certified Deaf Interpreter-CDI services), telephonic interpretation, and document translation services. Interpreter services are available 24 hours, 7 days a week.

LARC staff and independent contractor interpreters abide by the National Council on Interpreting in Health Care (NCIHC) Code of Ethics and the National Standards for Interpreters which require all confidential information to be safeguarded; all interpretation and translations are to be rendered accurately; impartiality is to be maintained at all times; all parties are to be treated with respect, and interpreters must act in a professional and ethical manner at all times.

LARC is dedicated to the protection of confidential information. LARC interpreter requests are facilitated through an online scheduling system. The scheduling system is secure and in compliance with all current rules and regulations regarding HIPAA Compliance Risk Assessment. Further, our documents are saved in Dropbox, which requires authorized users to log in and follows 256-bit Advanced Encryption Standard (AES).

LARC interpreters are required to have an annual TB test with negative results, 10 panel drug screen, Illinois State background check, and Proof of Immunity form on file. Additional client requirements are considered and fulfilled when possible. In addition, LARC interpreters are required to execute a Business Associate Agreement, assuring non-disclosure of confidential information and adherence to applicable federal and state laws.

LARC staff members perform continuous unannounced on-site evaluations of interpreters for quality control and to address performance and/or complaints.

LARC staff is available to handle all customer service needs from 8am - 5 pm during regular business days. Outside of those hours, needs may be met through a dedicated after-hours phone number or sending an email to LARC@dupagefederation.org which is monitored at all times.

The County of DuPage, Illinois – INTERPRETER SERVICES RFP #23-072-CS
DuPage Federation on Human Services Reform, Language Access Resource Center (LARC)

b) *An outline of the firm’s depth and breadth to carry out the scope and the extent of the work required, especially that of the project lead.*

Clients may request our services in the following manners:

- Online scheduling system
- Fax (630 748 4794)
- Phone (regular hours: 630-782-7544 or after hours: 630-290-7893)
- Email (LARC@dupagefederation.org)

When requesting language access service, a client will provide the date and time the service is needed, language needed, duration of the service, location where the service will be provided, the requester’s name, the client’s name, the interpreter gender preference (if any), and any additional notes necessary to ensure superior service and billing.

Upon an interpreter’s acceptance of an assignment, an e-mail confirmation is sent to the client. Phone confirmation is available upon request. All requests are processed upon submission and status notifications (pending, confirmed, or declined) are sent in a timely manner.

Per RFP, listing of Non-Core Languages:

	YES	NO
Assyrian	x	
Bosnian	x	
Bulgarian	x	
Cambodian	x	
Cantonese	x	
Greek	x	
Italian	x	
Malayalam	x	
Myanmar	x	
Nepaly	x	
Punjabi	x	
Romanian	x	
Serbo-Croatian	x	
Serbian	x	
Tagalog	x	
Telagu/Hin	x	
Turkish	x	

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LARC’s trained interpreter pool currently consists of 222 local interpreters. The languages available for **face- to-face in-person and video remote interpretation services** include:

ALBANIAN (2)	ARABIC (21)	AMERICAN SIGN LANGUAGE (47, and 3 CDI)	
ARMENIAN (1)	ASSYRIAN (3)	AZERI (1)	BENGALI (1)
BOSNIAN (2)	BULGARIAN (1)	BURMESE (3)	CANTONESE (2)
CHINESE (6)	CROATIAN (2)	CZECH (1)	DARI (5)
FARSI (4)	FRENCH (1)	GREEK (1)	GUJARATI (8)
HAKA-CHIN (1)	HAITIAN/CREOLE (1)	HINDI (12)	HUNGARIAN (1)
ITALIAN (2)	KAREN (1)	KINYARWANDA (1)	KOREAN (4)
LITHUANIAN (1)	MACEDONIAN (1)	MANDARIN (8)	MARATHI (1)
MONGOLIAN (2)	NEPALI (1)	PASHTO (2)	PERSIAN (4)
POLISH (11)	PUNJABI (3)	ROMANIAN (1)	RUSSIAN (6)
PORTUGUESE (2)	SERBIAN (2)	SPANISH (93)	SUDANESE (2)
SWAHILI (1)	TAIWANESE (1)	TELEGU (1)	TOISHANESE (1)
UKRAINIAN (2)	URDU (9)	UZBEK (1)	VIETNAMESE (5)

LARC interpreters are available to travel within DuPage County and its surrounding areas as well.

Telephonic interpretation services are available in over 260 languages (see Appendix A for complete list). Available languages include DuPage County’s core and non-core languages. Telephonic clients are provided with a dedicated call number and step-by-step instructions for immediate access to a telephonic interpreter.

Document translations are available in all languages. LARC secures qualified and professional translators with extensive experience to provide document translation services. We provide translations covering a wide range of subject matter with prompt turnaround. Actual turnaround time is dependent on language(s), complexity, length, and need for additional editing or formatting. All translations are proofread. Rush service is available upon request.

To request translation services, a client e-mails the document to be translated to LARC at LARC@dupagefederation.org. While an editable source file (e.g., Microsoft Word, PowerPoint, InDesign, etc.) is preferred, we can work with other file types, as needed. LARC staff members conduct a word count and secure a translator. Before proceeding, the cost and turnaround time is provided to the requester for consideration. Translation does not occur until a client provides approval. Translation costs include \$0.22 per word for Spanish and \$0.26 for most other languages. Languages of lesser diffusion may incur higher cost.

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c) Main attributes that differentiate our organization from competitors.

- Our organization has provided language access services to DuPage County departments for over 14 years.
- Our organization is a small, local organization with knowledge of the needs of our community, familiarity with the location of various county departments, and the ability to respond quickly and efficiently to requests, questions and concerns.
- We have a dedicated team, Language Access Resource Center, that focuses solely on facilitating language access services and providing superior customer service.
- Many of the independent contractors/interpreters we utilize have been participants in our trainings, workshops, professional development and have provided services for our local customers for years, allowing us to have an in-person familiarity with them.

d) Relevant previous experience with public sector entities.

LARC has provided services to the following public sector clients within the past three (3) years:

- 16th Judicial Circuit Court
- Birth to Five Illinois
- City of Evanston
- DHS-Division of Rehabilitation Services
- DuPage Care Center
- DuPage County Community Services
- DuPage County Family Services
- DuPage County Health Department
- DuPage County Regional Office of Education
- DuPage Health Coalition / Access DuPage
- Illinois Department of Human Services
- Lake County State's Attorney Office
- Wheaton Police Department

In addition to public sector clients, LARC provides services to a wide range of community partners, including human services (e.g., AIDS Foundation Chicago, Asian Human Services, Chicago Coalition for Homeless, Illinois Partners for Human Service, People's Resource Center, World Relief, YWCA). In addition, we provide services to the following areas: health care (hospitals, FQHCs, and individual offices), education (elementary through high schools), and legal (private attorney's offices, non-profit legal services).

e) Provide a copy of Business License, Tax ID and any significant certification document supporting your firm's expertise.

Please see attached for the following organizational documents for DuPage Federation on Human Services Reform:

- State of Illinois, Office of the Secretary of State - Articles of Incorporation (1998)
- Internal Revenue Services (IRS) – 501(c)3 tax-exempt letter (2003)
- W-9

The County of DuPage, Illinois – INTERPRETER SERVICES RFP #23-072-CS
DuPage Federation on Human Services Reform, Language Access Resource Center (LARC)

- f) *Provide at least three (3) references for similar or related language interpretation and translation services. Include organization names, addresses, and names of contact persons, telephone numbers and email addresses.*

Northwestern Medicine – CDH, Delnor, RMG

Kate Clark
Manager, Patient Relations/Interpreter Services
kate.clarke@nm.org
630-933-6328

Naperville School District 203

Marion Friebus-Flaman, Ph.D.
Director of Language Acquisition
mfriebusflaman@naperville203.org
630-983-2501

DuPage Health Coalition

Kara R. Murphy, MS
President
kmurphy@accessdupage.org
630-510-8720

Illinois Coalition for Immigrant & Refugee Rights

Luvia Quiñones, MPP
Senior Director of Health Policy
lquinones@icirr.org
312-332-7360 x221

DuPage County Health Department

Patricia Flaherty
Business Services Manager
pdelmastro@dupagehealth.org
630- 221-7390

The County of DuPage, Illinois – INTERPRETER SERVICES RFP #23-072-CS
DuPage Federation on Human Services Reform, Language Access Resource Center (LARC)

3. Key Qualifications – Provide a statement that portrays the firm’s engagement team qualifications in relation to the Scope of Services. The response should include the following:

- a) *Background and credentials profile for the team and sub-consultants (if used) that would be assigned to the DuPage County account, including name, position/title, location, years of industry experience, years with firm and number of clients currently assigned.*

Name	Position/Title	Location	Years of Industry Experience	Years with Firm	No. clients currently assigned
Eva Rafas	Senior Program Director, LARC	Lombard/Remote	12	11	N/A
Carolyn Rivera	Senior Program Coordinator, LARC	Lombard/Remote	7	7	N/A
Jeanine Loechel	Program Coordinator, LARC	Lombard/Remote	2	2	N/A
Aurora Rubino	Program Coordinator, LARC	Lombard/Remote	.5	.5	N/A
Marlene Frankovich	Bookkeeper	Lombard/Remote	40	9	N/A

- b) *Areas of expertise of each officer - N/A*
- c) *Communication skills*

All team members have strong written and verbal communication skills in English. In addition, three team members have strong written and verbal communication skills in another language such as Spanish or Hungarian.

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4. Project Understanding – Describe your firm’s interest, understanding and approach to provide services for this engagement, including a schedule for accomplishing the project.

a) Describe the ongoing management for your services.

LARC collects, tracks, and reports data including date, language, start and end times, location, interpreter, requester and any/all changes to the language access service on a monthly basis. A detailed billing report is included with the monthly invoice. Additional reports may be furnished upon request.

b) Provide a list of performance metric guarantees that you provide.

LARC provides interpretation services through qualified and trained interpreters. To qualify to provide interpreting services for LARC customers, an individual must 1) possess a high school diploma, 2) successfully pass a written and oral language proficiency assessment in English and their target language (reading, writing, comprehension and speaking), and 3) completion of an interpreter training that meets LARC’s high standards (interpreter must submit Certificate of Completion).

Most of our interpreters completed the LARC interpreter training which consists of 80-100 hours of classroom learning and practicum in the field. The LARC interpreter training provides a comprehensive overview of interpretation in health care, human services, legal, and education settings and relevant vocabulary and terminology. Other topics include modes and modalities of interpretation, sight translation, linguistic register, interpreter techniques and values, advanced directives, National Standards of Practice and Code of Ethics, federal and state laws regarding language access, and more.

All interpreters commit to pursue professional development opportunities, including continuing education workshops and webinars developed and conducted by LARC staff members. LARC workshops are conducted with the assistance of guest speakers who are experts in their respective fields. Topics presented in the past year have included: “Overview of Services at DuPage County Community Services”, “Confidentiality Best Practices”, “Professional Boundaries”, “Interpreting for Immigration Interviews”, “Interpreting in Mental and Behavioral Health Care Settings”, “Immigrant and Refugee Resettlement in the Chicagoland Suburbs”, “Intricacies of Consecutive and Simultaneous Interpretation”, “Consecutive & Simultaneous Interpretation and Sight Translation Practice”, “Remote Interpreting (Part I and II)” and “Interpreting in Human Services- Assistance and Resources”.

LARC utilizes qualified professional translators and linguists that are native speakers of the target language and have extensive experience in their chosen field(s). As such, we are confident our translators provide technically accurate and culturally competent services. All translators are required to complete rigorous testing (300-500 words of translation evaluated by experts using an evaluation rubric accepted statewide) before being included in the translator database. Most translators hold at least a Bachelor’s degree in linguistics and are members of professional organizations such as American Translators Association (ATA), Midwest Association of Translators and Interpreters (MATI), and Chicago Area Translators and Interpreters Association (CHICATA).

The County of DuPage, Illinois – INTERPRETER SERVICES RFP #23-072-CS
DuPage Federation on Human Services Reform, Language Access Resource Center (LARC)

- c) *Provide sample incident reports.*

We do not have a formal incident report form. We accept all feedback communicated. All feedback indicating issues with our services are immediately escalated to Eva Rafas, Senior Program Director for review and investigation. We provide the customer with an update or resolution within 48 hours.

- d) *Provide proposed procedures for internal problem escalation and their process for notifying the County in the event of a problem.*

Possible internal problems may include the need to decline a service request under certain circumstances such as interpreter coverage not available, interpreter cancelation with no replacement available, etc.

Appointments are declined by LARC via our scheduling system, which sends an automatic email notification to the individual who requested the appointment. If a LARC declination is short notice a LARC Team member also contacts the requester (email, phone) as soon as possible. In addition, LARC offers alternate solutions whenever possible.

APPENDIX A

Telephonic Interpreting Language List

Acholi	Chin Mara	German	Jula	Mam
Afar	Chin Matu	German	Kaba	Mandarin
Afrikaans	Chin Senthang	Penn. Dutch	Kamba	Mandinka
Akan	Chin Tedim	Gheg	Kam Muang	Maninka
Akateko	Chipewyan	Gokana	Kanjobal	Manobo
Albanian	Chuukese	Greek	Kannada	Marathi
Amharic	Cree	Gujarati	Karen	Marka
Anuak	Croatian	Gulay	Kashmiri	Marshallese
Apache	Czech	Gurani	Kayah	Masalit
Arabic	Danish	Haitian Creole	Kazakh	Mbay
Armenian	Dari	Hakka China	Kham	Mien
Assyrian	Dewoin	Hakka Taiwan	Khana	Mirpuri
Azerbaijani	Dinka	Hassaniyya	Khmer	Mixteco
Bahasa	Duala	Hausa	K'ich	Mizo
Bahdini	Dutch	Hawaiian	Kikuyu	Mnong
Bajuni	Dzongkha	Hebrew	Kimiiru	Mongolian
Bambara	Edo	Hiligaynon	Kinyarwand	Moroccan
Bantu	Ekegusii	Hindi	Koho	Arabic
Barese	Estonian	Hindko	Korean	Mortlockese
Basque	Ewe	Hmong	Krahn	Napoletano
Bassa	Farsi	Hunanes	Krio	Navajo
Belorussian	Fijian	Hungarian	Kunama	Nepali
Bemba	Fijian Hindi	Ibanag	Kurmanji	Ngambay
Benaadir	Finnish	Icelandic	Kyrgyz	Nigerian
Bengali	Flemish	Igbo	Laotian	Pidgin
Berber	French	Ilocano	Latvian	Norwegian
Bosnian	French	Indonesian	Liberian Pidgin English	Nuer
Bravanese	Canadian	Inuktitut	Pidgin English	Nupe
Bulgarian	Fukienese	Italian	Lingala	Nyanja
Burmese	Fulani	Jakartanese	Lithuanian	Nyoro
Cantonese	Fuzhou	Jamaican	Luba-Kasai	Ojibway
Catalan	Ga	Patois	Luganda	Oromo
Cebuano	Gaddang	Japanese	Luo	Pampangan
Chaldean	Gaelic-Irish	Jarai	Maay	Papiamento
Chamorro	Gaelic-Scottish	Javanese	Macedonian	Pashto
Chaochow	Garre	Jingpho	Malay	Plautdietsch
Chin Falam	Gen	Jinyu	Malayalam	Pohnpeian
Chin Hakha	Georgian	Juba Arabic	Maltese	Polish

Portuguese	Rundi	Soninke	Thai	Vietnamese
Portuguese	Russian	Sorani	Tibetan	Visayan
Brazilian	Samoan	Spanish	Tigr	Welsh
Portuguese	Sango	Sudanese	Tigrigna	Wodaabe
Cape Verdean	Seraiki	Arabic	Toishanese	Wolof
Pugliese	Serbian	Sunda	Tongan	Wuzhou
Pulaar	Shanghainese	Susu	Tooro	Yemeni
Punjabi	Shona	Swahili	Trique	Arabic
Putian	Sichuan Yi	Swedish	Turkish	Yiddish
Quechua	Sicilian	Sylhetti	Turkmen	Yoruba
Quichua	Sinhala	Tagalog	Tzotzil	Yunnanese
Rade	Slovak	Taiwanese	Ukrainian	Zapoteco
Rakhine	Slovene	Tajik	Urdu	Zarma
Rohingya	Soga	Tamil	Uyghur	Zo
Romanian	Somali	Telugu	Uzbek	Zyphe

*Additional languages and dialects may be available. Rare languages may require additional interpreter connect time or may require an appointment.



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 INTERPRETER, TRANSLATOR, TRANSLATION & AMERICAN SIGN LANGUAGE SERVICES 23-072-CS
 BID TABULATION

Criteria	Available Points	✓	✓	Interpretnet	Globo	Acutrans, Inc.	Homeland Language Services	Cal Interpreting & Translation	Traduce LLC	Linguistica International	Languagers.com	Global Language Services
		Piedmont /PGLS	DuPage Federation on Human Services Reform									
Firm Qualifications	30	28	29	28	29	24	27	24	17	23	16	16
Key Qualifications	20	19	19	19	19	16	19	17	12	16	10	11
Project Understanding	20	19	19	18	19	16	18	16	12	15	13	10
Price	30	25	20	18	16	26	14	19	30	17	25	10
Total	100	91	85	83	83	81	77	75	71	70	64	46

Fee and Rate Proposal	\$ 33,281.15	\$ 42,498.31	\$ 47,395.98	\$ 52,966.90	\$ 32,737.00	\$ 61,386.07	\$ 45,151.65	\$ 27,863.25	\$ 49,445.00	\$ 33,977.57	\$ 83,100.00
Percentage of points	84%	66%	59%	53%	85%	45%	62%	100%	56%	82%	34%
Points awarded (wtd against lowest price)	25	20	18	16	26	14	19	30	17	25	10

NOTES
 1. Day Translations Inc. is deemed non-responsive for not submitting requested pricing.
 2. Language Line Services, Inc. is deemed non-responsive for not submitting requested pricing.
 3. Transfective Language Services LLC is deemed non-responsive for not submitting requested pricing.
 4. Grand Totals were recalculated to account for internal usage estimates for the following bidders: Traduce LLC, Piedmont /PGLS, Acutrans, Inc., DuPage Federation on Human Services Reform, Global Language Services, Globo, Homeland Language Services, Interpretnet, Languagers.com, and Linguista International.

RFP Posted on 06/02/2023	
Bid Opened On 06/27/2023, 2:30 PM CST by	DW, MP
Invitations Sent	24
Total Requesting Documents	4
Total Bid Responses Received	14

SECTION 8 - BID FORM PRICING

Quantities provided are estimates only. Actual usage shall be on an "as-needed" basis.

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
Face to Face Core Languages					
1	Standard Rate	Hour	200	\$ Spanish \$45.00, other \$65.00	\$ 2,250.00 + \$9,750.00
2	After Hours Rate	Hour	50	\$ Same as standard	\$ 562.50 + 2,437.50
3	Minimum Charge	Each	1	\$ 1 hour	\$
4	Mileage Charge	Mile	1	\$ Current federal rate	\$ 0.655
5	Cancellation Charge	Each	1	\$ See price proposal	\$
Face to Face Non-Core Languages					
6	Standard Rate	Hour	100	\$ \$65.00	\$ 6,500.00
7	After Hours Rate	Hour	25	\$ Same as standard	\$ 1,625.00
8	Minimum Charge	Each	1	\$ 1 hour	\$
9	Mileage Charge	Mile	1	\$ Current federal rate	\$ 0.655
10	Cancellation Charge	Each	1	\$ See price proposal	\$
Telephonic Interpretation					
11	Standard Rate	Minute	100	\$ \$1 85	\$ 185.00
12	After Hours Rate	Minute	20	\$ Same as standard	\$ 37.00
13	Minimum Charge	Each	1	\$ N/A	\$
14	Mileage Charge	Mile	1	\$ N/A	\$
15	Cancellation Charge	Each	1	\$ N/A	\$
Written Translation					
16	Charges by: WORD	Word	5000	\$ Spanish \$0.22, other \$0 26	\$ 275.00 + \$975.00
17	Charges by: PAGES	Page	500	\$ N/A	\$
18	Charges by: TIME	Hour	100	\$ N/A	\$
American Sign Language					
19	Standard Rate	Hour	100	\$ \$135.00	\$ 13,500.00
20	After Hours Rate	Hour	20	\$ Same as standard	\$ 2,700.0
21	Minimum Charge	Each	1	\$ 2 Hours	\$
22	Mileage Charge	Mile	1	\$ Included in hourly rate, no separate charge	\$
23	Cancellation Charge	Each	1	\$ See price proposal	\$
GRAND TOTAL					\$ 40,797.00
GRAND TOTAL Cost estimates are based on the assumption that Spanish language represents 1/4 of the total face to face appts., thus the calculations were 50 hrs Spanish and 150 hrs other for the "Face to face Core Languages" line and the same ratio was utilized for calculations of the after hours and the translation estimates. (In words) Please see the Price Proposal for possible additional charges. Regarding mileage: LARC utilizes local interpreters; mileage charges might incur, but expected to be minimal.					

June 22, 2023

PRICE PROPOSAL

Interpretation Services

- In-Person (Face to Face On-Site) and Virtual (Video Remote) by appointment

Spoken languages*	\$65.00 per hour	(1 hour minimum)
Simultaneous, recorded or broadcasted	Additional \$10.00 per hour	
Sign Language (ASL, CDI)**	\$135.00* per hour	(2 hour minimum)
Legal, recorded, tactile or trilingual	Additional \$20 per hour	

*Spoken language cancellation with less than 24 hours' notice would fall under the "Forgiveness Policy" whereas if LARC cancels an already confirmed appointment within 24 hours of the requested start time, the County receives a credit to redeem upon a County cancellation of the same (in less than 24 hours of the appointment). Cancellations initiated by the County with less than 24 hours' notice, when there is no redeemable balance of the reciprocal, will be charged the requested time or the 1 hour minimum (whichever is greater).

**Please note LARC's policies regarding new requests and cancellation of scheduled sign language services:

- Depending on the time sensitivity of the request, such as new sign language interpreter requests placed with fewer than two full business days between submitting the order to LARC and the day of requested service, sign language requests may incur an Emergency Fee of \$70.00.
- Billable Cancel: Requests will be cancelled with charge if there are fewer than two full business days between notifying LARC of the cancellation and the day of scheduled ASL service. The appointment will be charged the requested appointment duration or the 2-hour minimum (whichever is greater).
- Requests and cancellations for sign language services submitted outside of LARC's business hours will be considered "received" on the following business day.

Telephonic Interpretation Services

All languages \$1.85 per minute

Document Translation Services

Spanish \$0.22 per word
All other languages \$0.26 per word
Minimum charge \$55.00
Rush rate Additional \$0.10 per word

**The County of DuPage, Illinois – INTERPRETER SERVICES RFP #23-072-CS
DuPage Federation on Human Services Reform, Language Access Resource Center (LARC)**

Travel Reimbursement

- ASL and CDI: no additional charge, included in hourly rate
 - Spoken languages in person appointment: LARC will charge the customer the mileage at the current federal rate after the first 10 miles. This will be calculated roundtrip from the interpreter’s residence to the location of the assignment. The interpreter is responsible for mileage up to 10 miles to and from each assignment.
- Parking fees and tolls at the I-PASS rate will be charged to the Client at actual cost.

Mileage Charge	1-10 miles	No charge
	11+ miles	Current federal rate
Parking Fees	Actual cost	
Tolls	Actual cost	I-PASS rate

SECTION 9 - PROPOSAL FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	DuPage Federation on Human Services Reform - Language Access Resource Center
Main Business Address	1910 S. Highland Ave.
	Suite 135
City, State, Zip Code	Lombard, IL 60148
Telephone Number	630 782 4782
Fax Number	630 748 4794
Proposal Contact Person	David Roth
Email Address	droth@dupagefederation.org

The undersigned certifies that he is:

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

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

Theresa Forthofer, Easter Seals DuPage & Fox Valley (Chair)
(President or Partner)

Janet Derrick, Loaves & Fishes (Vice-Chair)
(Vice-President or Partner)

Kara Murphy, DuPage Health Coalition (Secretary)
(Secretary or Partner)

David Orr, Old Second National Bank (Treasurer)
(Treasurer or Partner)

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

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

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

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

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

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

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

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

PROPOSAL AWARD CRITERIA

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

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

Signature on File

X _____ Executive Director
(Signature and Title)

CORPORATE SEAL
(If available)

PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this _____ day of _____ AD, 2023

My Commission Expires: _____
(Notary Public)



Required Vendor Ethics Disclosure Statement

Date: 9/26/2023

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

Bid/Contract/PO #: _____

Company Name: DuPage Federation on Human Services Reform	Company Contact: David Roth
Contact Phone: 708.466.2132	Contact Email: droth@dupagefederation.org

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:

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

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

Authorized Signature



Printed Name

David Roth

Title

Executive Director

Date

9/26/2023

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



Care Center Requisition \$30,000 and Over

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

File #: HS-P-0071-23

Agenda Date: 10/3/2023

Agenda #: 7.A.

AWARDING RESOLUTION
ISSUED TO MEDLINE INDUSTRIES, INC.
TO PROVIDE SURGICAL FACE MASKS FOR THE DUPAGE CARE CENTER
(CONTRACT TOTAL AMOUNT \$68,830.43)

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 surgical face masks; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the OMNIA Partners , the County of DuPage will contract with Medline Industries, Inc.; and

WHEREAS the Human Services Committee recommends County Board approval for the issuance of a contract to Medline Industries, Inc., to provide surgical face masks, for the period of October 11, 2023 through October 10, 2024, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said to provide surgical face masks, for the period of October 11, 2023 through October 10, 2024 for the DuPage Care Center, be, and it is hereby approved for issuance of a contract by the Procurement Division to Medline Industries, Inc., Three Lakes Drive, Northfield, Illinois 60093, for a contract total amount not to exceed \$68,830.43, per contract pursuant to the OMNIA Partners Cooperative Contract #2021003157.

Enacted and approved 10th day of October, 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#: 23-3093	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$68,830.43
COMMITTEE: HEALTH & HUMAN SERVICES	TARGET COMMITTEE DATE: 10/03/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$68,830.43	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Medline Industries, Inc.	VENDOR #: 10299	DEPT: DuPage Care Center	DEPT CONTACT NAME: Vinit Patel
VENDOR CONTACT: Brian Guth	VENDOR CONTACT PHONE: 800-633-5463	DEPT CONTACT PHONE #: 630-784-4273	DEPT CONTACT EMAIL: vinit.patel@dupageco.org
VENDOR CONTACT EMAIL: BGuth@medline.com	VENDOR WEBSITE:	DEPT REQ #: 7412	
<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.). Furnish and deliver surgical face masks for the DuPage Care Center, for the period October 11, 2023 through October 10, 2024, for a contract total not to exceed \$68,830.43 contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Replacement surgical face masks, for the DuPage Care Center, as needed, to protect from contact with droplets and sprays that may contain germs. This follows infection control policies.			

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. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. OMNIA Partners Cooperative Contract 2021003157
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Approve contract to furnish and deliver surgical face masks for the DuPage Care Center, for the period October 11, 2023 through October 10, 2024, for a contract total not to exceed \$68,830.43, contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157. 2) Do not approve contract to furnish and deliver surgical face masks for the DuPage Care Center, for the period October 11, 2023 through October 10, 2024, for a contract total not to exceed \$68,830.43, contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157, however, replacement will need to be purchased to follow Health Departments and IDPH Guidelines to follow infection control policies.

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: Medline Industries, Inc.	Vendor#: 10299	Dept: DuPage Care Center	Division: Laundry
Attn: Brian Guth	Email: BGuth@medline.com	Attn: Vinit Patel	Email: vinit.patel@dupageco.org
Address: Three Lakes Drive	City: Northfield	Address: 400 N. County Farm Road	City: Wheaton
State: Illinois	Zip: 60093	State: Illinois	Zip: 60187
Phone: 800-633-5463	Fax:	Phone: 630-784-4273 & 630-784-4275	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Medline Industries, Inc.	Vendor#: 10299	Dept: DuPage Care Center	Division: Environmental Services
Attn: Customer Services	Email: service@medline.com	Attn: Vinit Patel	Email: vinit.patel@dupageco.org
Address: Dept CH 14400	City: Palatine	Address: 400 N. County Farm Road	City: Wheaton
State: Illinois	Zip: 60055-4400	State: Illinois	Zip: 60187
Phone: 800-633-5463	Fax:	Phone: 630-784-4273	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): October 11, 2023	Contract End Date (PO25): October 10, 2024
Contract Administrator (PO25): Christine Kliebhan			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		surgical face masks	FY23	1100	1215	52320		68,830.43	68,830.43
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 68,830.43

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Furnish and deliver surgical face masks for the DuPage Care Center, for the period October 11, 2023 through October 10, 2024, for a contract total not to exceed \$68,830.43 contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. October 3, 2023 HS Committee October 10, 2023 County Board
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



**We make
healthcare
run better™**

Customer Quote

Customer: 0001006778

DUPAGE CARE CENTER
400 N COUNTY FARM RD
WHEATON, IL 60187-2517


Date: 08/31/2023

Sales Rep: Guth, Brian (S6009)

BGuth@medline.com

This pricing is valid until 09/30/2023 unless otherwise specified or based on contract tier eligibility and effective dates.

Exact freight and tax will be added at the time of invoice.

Product Image	Product #	Product Name	Pkg / Order UoM	Price	Qty	Total
	NON27402	MASKS: BASIC SURGICAL MASK WITH TIES, SPUNBOND POLYPROPYLENE OUTER, CELLULOSE INNER	300 EA / CS	\$41.29	1667	\$68,830.43

OMNIA
Purchasing Agreement # 2021003157



As a result of Request for Proposal # 2018AO UC San Diego Medical and Surgical Supplies, the Master Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, San Diego and the supplier named below ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

2. Term of Agreement/Termination

- a) The initial term of the Agreement will be from November 3rd, 2021, and through November 2nd, 2026 and is subject to earlier termination as provided below. UC may renew the Agreement for 3 successive 1 -year periods (each, a Renewal Term).
- b) UC may terminate the Agreement for convenience by giving Supplier at least 30 calendar days' written notice.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least 15 days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.
- d) This agreement shall supersede and replace all other agreements between the Parties including UCOP-186. For the avoidance of doubt, no rebates or other fees shall be due and payable to UC by Supplier under any previous agreement following the effective date of this agreement.

3. Cooperative Purchasing:

Supplier may extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement. All contractual administration (e.g. terms, conditions, extensions, and renewals) will remain the UC's responsibility except as outlined in the above referenced RFP (title of RFP). Operational issues, fiduciary responsibility, payment issues and liabilities, and disputes involving individual Participating Public Agencies will be addressed, administered, and resolved by each Participating Public Agency.

4. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

5. Pricing, Invoicing Method, and Settlement Method and Terms

Refer to Statement of Work or Purchase Order for Pricing. Each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC's Procure to Pay Standards http://www.ucop.edu/procurement-services/_files/Matrix%20for%20website.pdf for the options that will be



considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.]

For non-systemwide agreements, the Invoicing Method, and Settlement Method and Terms are addressed below:

Invoicing Method

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location.

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will pay freight and shipping/handling as follows: Supplier will pay FOB Destination Prepaid.

All invoices must clearly indicate the following information:

- California sales tax as a separate line item;
- Shipping costs as a separate line item;
- UC Purchase Order or Release Number;
- Description, quantity, catalog number and manufacturer number of the item ordered;
- Net cost of each item;
- Any pay/earned/dynamic discount;
- Reference to original order number for all credit memos issued;

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

Settlement Method and Terms

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms for any other campus will be as established by each campus location.

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security:

Name	Daniel Quach
Phone	858-246-5779
Email	dquach@ucsd.edu
Address	Information Technology Services TPC/S 3rd Fl/152 Mail Code 0928
	Mailing Address:9500 Gilman Drive #0928 La Jolla, CA 92093-0928

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Electronic Commerce:

Name	Anne Hewett
Phone	858-534-9426
Email	ahewett@ucsd.edu
Address	10280 N. Torrey Pines Rd., Ste. 415 La Jolla, CA 92037

To UC, regarding contract issues not addressed above:

Name	Andrea Orozco
Phone	858-534-5730
Email	anorozco@ucsd.edu
Address	10280 N. Torrey Pines Rd., Ste. 415 La Jolla, CA 92037

Name	Antony Esquer
Phone	858-534-1479
Email	amesquer@ucsd.edu
Address	10280 N. Torrey Pines Rd., Ste. 415 La Jolla, CA 92037

To Supplier:

Name	Kevin Feighery
Phone	704-975-5477
Email	kfeighery@medline.com
Address	1 Medline PI Mundelein, IL 60060

6. Intellectual Property, Copyright and Patents

/x The Goods and/or Services **do not** involve Work Made for Hire

7. Patient Protection and Affordable Care Act (PPACA)

/x The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

8. Prevailing Wages

/x Supplier is not required to pay prevailing wages when providing the Services.

9. Fair Wage/Fair Work

/x Supplier is not required to pay the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) when providing the Services.

10. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work "required, suggested, or otherwise deemed appropriate" as the end product of the Services (see Public Contract Code Section 10515).

11. Insurance

Deliver the PDF version of the Certificate of Insurance to UC's Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – Medline Industries, Inc.

12. Service-Specific and/or Goods-Specific Provisions

- a. Pandemic response
- b. Stock arrangements
- c. Last Mile
- d. Sustainability Incentive: To support UC's zero waste goal and to improve campus waste and diversion, Medline agrees to provide an annual sustainability incentive, in the amount of \$5,000 payable to the UC Regents. This incentive will be allocated to all 10 campus sustainability programs, to support campus waste and diversion programs.

Pricing Protection

Prices quoted on this solicitation must be firm for the first twelve (12) months of the initial term of any awarded agreement(s). Price changes after the initial period, if any, shall be made on an annual basis as negotiated by both parties. Any price changes require prior written notification and must follow the process outlined in Appendix B. However, in no event shall price increase on an aggregate basis exceed three (3) percent or CPI whichever is less. Price increases for any agreement renewal periods must be supported by documented evidence of manufacturers' price increases. If the supplier's catalog or list price is reduced, the University shall benefit from a corresponding price reduction.

13. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

14. Piggyback UC

Supplier agrees to extend the pricing basis, terms and conditions of the Agreement to all UC Locations. Supplier will make available to any UC Location its improved pricing basis, terms or conditions resulting from increased usage or aggregation of activity by multiple UC Locations. All contractual administration issues (e.g. terms and conditions, extensions, and renewals), operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual UC Locations will be addressed, administered, and resolved by each UC Location. Any delay in payment or other operational issue involving one UC Location will not adversely affect any other UC Location.

15. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

- a. Attachment A: UC San Diego Medical and Surgical Supplies RFP #2018AO

- b. Appendix A: UC Terms and Conditions of Purchase
- c. Appendix B: UC Appendix—Electronic Commerce
- d. Appendix C: Federal Government Contracts Special Terms and Conditions
- e. Appendix D: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- f. Appendix E: Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
- g. Appendix F: Certification Regarding Debarment, Suspension, Proposed Debarment, and Other responsibility Matters (First Tier Subcontractor)
- h. Appendix G: UC Appendix—Data Security
- i. Appendix H: UC FEMA Appendix
- j. Exhibit A: Response for National Cooperative Contract
- k. Exhibit F: Federal Funds Certifications
- l. Exhibit G: New Jersey Business Compliance

20. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

Signature on File

(Signature)

Todd Adams

(Printed Name, Title)

11/10/2021

November 3rd, 2021

MEDLINE INDUSTRIES, LP.

Signature on File

(Signature)

Chris Powers

(Printed Name, Title)

11/9/2021

November 3rd, 2021



Required Vendor Ethics Disclosure Statement

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

Date: _____

Bid/Contract/PO #: _____

Company Name: Medline Industries, LP	Company Contact: Brian Guth
Contact Phone: 224-200-6753	Contact Email: BGuth@medline.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:

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

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

Authorized Signature



Printed Name

Chris Powers

Title

VP of Government Sales

Date

9/19/2023

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



Change Order

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

File #: 23-3192

Agenda Date: 10/3/2023

Agenda #: 7.B.

HHS-P-0327A-22

AMENDMENT TO RESOLUTION HHS-P-0327-22
ISSUED TO AIRGAS USA, LLC
TO FURNISH AND DELIVER LIQUID PORTABLE OXYGEN
FOR THE DUPAGE CARE CENTER
(INCREASE ENCUMBRANCE \$7,500.00.00, AN INCREASE OF 21.43%)

WHEREAS, Resolution HHS-P-0327-22 was approved by the Human Services Committee on November 15, 2022; and

WHEREAS, the Human Services Committee recommends changes as stated in the Change Order Notice to County Contract 6182-0001 SERV, issued to AirGas USA, LLC, to furnish and deliver liquid portable oxygen, to the DuPage Care Center, to increase encumbrance in the amount of \$7,500.00, resulting in an amended contract total of \$42,500.00, an increase of 21.43%.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopt the Change Order Notice to County Contract 6182-0001 SERV, issued to AirGas USA, LLC, to furnish and deliver liquid portable oxygen, to the DuPage Care Center, to increase encumbrance in the amount of \$7,500.00, resulting in an amended contract total of \$42,500.00, an increase of 21.43%.

Enacted and approved this 10th of October, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

HS 10/3
 FI + CB 10/10



Request for Change Order
Procurement Services Division

Attach copies of all prior Change Orders

Date: Sep 8, 2023

MinuteTraq (IQM2) ID #: 23-3096

Purchase Order #: 6182-0001 SERV	Original Purchase Order Date: Dec 1, 2022	Change Order #: 2	Department: DuPage Care Center
Vendor Name: AirGas USA, LLC	Vendor #: 10674	Dept Contact: Vinit Patel	
Background and/or Reason for Change Order Request:	To furnish and deliver liquid portable oxygen for the residents at the DuPage Care Center, for the period 12/01/22 through 11/30/23. #1 Increase line 1, 1200-2075-52320 in the amount of \$6,000.00 #2 Increase line 2, 1200-2075-53370 in the amount of \$1,500.00		
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 \$35,000.00
B	Net \$ change for previous Change Orders
C	Current contract amount (A + B) \$35,000.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease \$7,500.00
E	New contract amount (C + D) \$42,500.00
F	Percent of current contract value this Change Order represents (D / C) 21.43%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) 21.43%

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 1200-2075-52320/53370

OTHER - explain below: _____

cdk	4208	Sep 8, 2023	JC
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)
REVIEWED BY (Initials Only)			
Buyer	Date	Procurement Officer	Date
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date



Decision Memo

Procurement Services Division

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

Date: Sep 8, 2023

MinuteTraq (IQM2) ID #: 23-3096

Department Requisition #: 6182-0001SERV

Requesting Department: <u>DuPage Care Center</u>	Department Contact: <u>Vinit Patel</u>
Contact Email: <u>vinit.patel@dupageco.org</u>	Contact Phone: <u>630-784-4273</u>
Vendor Name: <u>Airgas USA, LLC</u>	Vendor #: <u>10674</u>

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

Increase contract in the amount of \$7,500.00

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

This contract purchase order is to furnish and deliver liquid portable oxygen for the residents at the DuPage Care Center for the period December 1, 2022 through November 30, 2023.
 In January, 2023, change order #1 was submitted as a new monthly structure of paying per month of a flat fee of \$1,250.00 effective as of 02/01/23 and to carry throughout contract and renewals. We did not budget the new payment structure at the time of presenting contract to Committee/County Board. Reason of new structure was company no longer would repair canisters in house. New monthly cost, flat repair rate is Vendor sending canisters to be repaired.

Strategic Impact

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

This increase will allow residents to continue being active and participating in various activities with being mobile using the portable liquid oxygen

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

#22-105-DCC

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

- 1) DPCC recommends an Increase to the contract in the amount of \$7,500.00, to cover contract through November 30, 2023.
- 2) Do not increase to the contract in the amount of \$7,500.00, to cover contract through November 30, 2023, however, DPCC will still need to provide liquid portable oxygen to the residents as it is the proper standard care for the residents.

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

FY23 1200-2075-52320

FY23 1200-2075-53370



Required Vendor Ethics Disclosure Statement

Date: 9/14/2023

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

Bid/Contract/PO #: _____

Company Name: <u>Airgas USA LLC</u>	Company Contact: <u>Joel Thoms</u>
Contact Phone: <u>630-465-1835</u>	Contact Email: <u>Joel.Thoms@airgas.com</u>

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

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

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

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

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

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

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

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at: <http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I ^{have} received, have read, and understand these requirements.
 Signature on File

Authorized Signature

Printed Name

Title

Date

Joel Thoms
Healthcare Specialist
9/14/2023

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



Change Order

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

File #: 23-3193

Agenda Date: 10/3/2023

Agenda #: 7.C.

HS-P-0054A-23
AMENDMENT TO COUNTY CONTRACT HS-P-0054-23
ISSUED TO MAXIM HEALTHCARE SERVICES
TO PROVIDE SUPPLEMENTAL NURSING STAFFING SERVICES
FOR THE DUPAGE CARE CENTER
(INCREASE ENCUMBRANCE \$95,410.00, 79.51%)

WHEREAS, County Contract 6363-0001 serv was approved by the Human Services Committee on April 4, 2023; and

WHEREAS, the Human Services Committee recommends changes as stated in the Change Order Notice to County Contract 6363-0001 SERV, issued to Maxim Healthcare Services, to provide supplemental nursing staffing services, for the DuPage Care Center, to increase the contract by \$95,410.00 resulting in an amended contract total of \$215,410.00, an increase of 79.51%.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopt the Change Order Notice to County Contract 6363-0001 SERV, issued to Maxim Healthcare Services, to provide supplemental nursing staffing services, for DuPage Care Center, to increase the contract by \$95,410.00 resulting in an amended contract total of \$215,410.00, an increase of 79.51%.

Enacted and approved this 10th day of October, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

HS 10/3
 FI + OB 10/10



Request for Change Order
Procurement Services Division

Attach copies of all prior Change Orders

Date: Sep 12, 2023

MinuteTraq (IQM2) ID #: 23-3099

Purchase Order #: 6363-0001 SERV	Original Purchase Order Date: Apr 13, 2023	Change Order #: 2	Department: DuPage Care Center
Vendor Name: Maxim Healthcare Services, Inc.		Vendor #: 13962	Dept Contact: Nursing
Background and/or Reason for Change Order Request: Supplemental Nursing Staffing Services for the period 04/13/23 through 04/12/24 #1 Increase line 1, 1200-2050-53090 (FY23) in the amount of \$34,360.00 #2 Increase line 2, 1200-2050-53090 (FY24) in the amount of \$60,950.00 NOTE: Novastaff contract 6400-0001 will be decreased and monies will be moved to increase Maxim Healthcare. Maxim Healthcare has been providing more staffing on a regular basis. (there are 3 supplemental staffing contracts, Brightstar Care, Maxim Healthcare and Novastaff Healthcare)			
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	\$120,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$120,000.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$95,410.00
E	New contract amount (C + D)	\$215,410.00
F	Percent of current contract value this Change Order represents (D / C)	79.51%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	79.51%
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
- Close Contract
- Increase encumbrance and close contract
- Contract Extension (29 days)
- Decrease encumbrance
- Consent Only
- Increase encumbrance

DECISION MEMO REQUIRED	
<input type="checkbox"/> Increase (greater than 29 days) contract expiration from: _____ to: _____	
<input checked="" type="checkbox"/> Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount	<input type="checkbox"/> Funding Source _____
<input type="checkbox"/> OTHER - explain below: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	

cdk	4208	Sep 12, 2023	JC	4208	Sep 12, 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	9/20/23
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Decision Memo
Procurement Services Division

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

Date: Sep 12, 2023

MinuteTraq (IQM2) ID #: 23-3099

Department Requisition #: 6363-0001SERV

Requesting Department: <u>DuPage Care Center</u>	Department Contact: <u>Nursing</u>
Contact Email: <u>annabel.leonida@dupageco.org</u>	Contact Phone: <u>630-784-4250</u>
Vendor Name: <u>Maxim Healthcare Services, Inc.</u>	Vendor #: <u>13962</u>

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
 Increase contract in the amount of \$95,410.00 to cover services through April 12, 2024.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
 This contract is to provide supplemental staffing (CNA's, LPN's & RN's) for the period 04/13/23 through 04/12/24, per Proposal renewal #21-006-CARE.
 The Nursing Department has analyzed this contract and it has been determined that this contract will need to be increased to provide supplemental staffing services.
 DPCC has decreased Novastaff Healthcare in the amount of \$85,000.00 to accommodate a portion of this increase to Maxim Healthcare (1 of 3 supplemental staffing companies). Maxim Healthcare has been providing the most staff on a consistent basis out of the three (3) supplemental staffing contracts.
 NOTE: Decreasing Novastaff Healthcare (1 of 3) to allow for an increase to Maxim Healthcare, which will not impact budget line. No change in the budget line amount needed at this time.

Strategic Impact
 Quality of Life Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.
 Maxim Healthcare Services is one (1) of three (3) companies that provides supplemental staffing to our facility. Maxim has been the company that is currently providing consistent agency staff for for the DuPage Care Center.

Source Selection/Vetting Information - Describe method used to select source.
 RFP #21-006-CARE

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
 1) DuPage Care Center recommends that this contract for supplemental staffing (CNA's, LPN's & RN's) for the period 04/13/23 through 04/12/24, be increase in the amount of \$95,410.00 to cover services provided through the end of this contract period.
 2) Develop cash based incentives (beyond those that already are offered) to further entice current staff to work more overtime to cover the open shifts. This has the potential to cause significant staff burnout, resulting in less than desirable performance levels and an exacerbation to the current challenges.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.
 NO CHANGE TO THE BUDGET LINE

Empty rectangular box at the top of the page.

An updated Vendor Ethics Disclosure form has been requested.



Budget Transfer

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

File #: 23-3194

Agenda Date: 10/3/2023

Agenda #: 8.A.

DuPage County, Illinois
BUDGET ADJUSTMENT
 Effective May, 2020

DuPage County Grants
 Company/Accounting Unit Name _____

From: 5000
 Company # _____

SubAccount _____

Finance Dept Use Only
 Available Balance

Accounting Unit	Account	(leave blank OR 4 digits required)	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
2115	53410		RENTAL OF MACHINERY & EQUIPMNT	\$ 800.00	2,000.00	1,200.00	9/22/23
Total				\$ 800.00			

To: 5000
 Company # _____

SubAccount _____

Finance Dept Use Only
 Available Balance

Accounting Unit	Account	(leave blank OR 4 digits required)	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
2115	50000		REGULAR SALARIES	\$ 800.00	1,033.93	1,833.93	9/22/23
Total				\$ 800.00			

Reason for Request:

To x-fer budget to cover 2023 shortages

Signature on File

Department Head _____

Signature on File

Chief Financial Officer _____

9/22/2023

Date

9/25/23

Date

Activity _____
 (optional)

Please sign in blue ink on the original form

Finance Department Use Only			
Fiscal Year	<u>23</u>	Budget Journal # _____	Acctg Period _____
Enter By/Date	_____	Released By/Date	_____

HHS - 10/3/23
 FIN - 10/10/23



Budget Transfer

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

File #: 23-3195

Agenda Date: 10/3/2023

Agenda #: 8.B.

DuPage County, Illinois
 BUDGET ADJUSTMENT
 Effective October, 2022

WEATHERIZATION 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	
1430	53090		OTHER PROFESSIONAL SERVICES	\$ 2,000.00	580,071.05	578,071.05	9/27/23
Total				\$ 2,000.00			

WEATHERIZATION 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	
1430	54120		AUTOMOTIVE EQUIPMENT	\$ 2,000.00	85,000.00	87,000.00	9/27/23
Total				\$ 2,000.00			

Reason for Request:

\$80K was originally budgeted for Program Year 23 Weatherization vehicles (\$40K AU1430, \$40K AU1490).
 Quotes that came back total \$83,787.
 Transferring \$2K to cover the difference in original vehicle budget vs. actual cost. AU1430 (Weatherization HHS).

Signature on File

Department Head
 Signature on File

09/27/2023
 Date

9/27/23
 Date

Activity _____
 (optional)

Chief Financial Officer

****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 _____

HHS - 10/03/23

FIN/CRB - 10/10/23



Budget Transfer

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

File #: 23-3196

Agenda Date: 10/3/2023

Agenda #: 8.C.

DuPage County, Illinois
 BUDGET ADJUSTMENT
 Effective October, 2022

WEATHERIZATION 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	
1490	53090		OTHER PROFESSIONAL SERVICES	\$ 2,000.00	282,434.54	280,434.54	9/27/23
Total				\$ 2,000.00			

WEATHERIZATION 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	
1490	54120		AUTOMOTIVE EQUIPMENT	\$ 2,000.00	40,000.00	42,000.00	9/27/23
Total				\$ 2,000.00			

Reason for Request:

\$80K was originally budgeted for Program Year 23 Weatherization vehicles (\$40K AU1430, \$40K AU1490).
 Quotes that came back total \$83,787.
 Transferring \$2K to cover the difference in original vehicle budget vs. actual cost. AU1490 (Weatherization State).

Signature on File

Department Head

Signature on File

Chief Financial Officer

09/27/2023

Date

9/27/23

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 _____

HHS - 10/03/23
 FIN/CB 10/10/23



Consent Item

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

File #: 23-3197

Agenda Date: 10/3/2023

Agenda #: 9.A.

Consent
HS 10/13
CB 10/10



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Sep 12, 2023

MinuteTraq (IQM2) ID #: 23-3095

Purchase Order #: 6400-0001 SERV	Original Purchase Order Date: Apr 13, 2023	Change Order #: 2	Department: DuPage Care Center
Vendor Name: Novastaff Healthcare Services		Vendor #: 37419	Dept Contact: Christine Kliebhan
Background and/or Reason for Change Order Request:	Supplemental Staffing (CNA's, LPN's & RN's) for the Nursing Department for the period April 13, 2023 through April 12, 2024. #1 Decrease encumbrance for line 1, 1200-2050-53090 (FY23) in the amount of \$85,000.00 NOTE: This decrease is to cover Maxim Healthcare Services increase through end of contract, 04/12/24.		
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	\$950,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$950,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$85,000.00)
E	New contract amount (C + D)	\$865,000.00
F	Percent of current contract value this Change Order represents (D / C)	-8.95%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-8.95%
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:

CDK	4208	Sep 12, 2023	JC	4208	Sep 12, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	<i>AKW</i> Procurement Officer		Date	<u>9/20/23</u>
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)		Date	