



DU PAGE COUNTY

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

Human Services

Final Summary

Tuesday, August 6, 2024

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

Chair Schwarze stated that under the authority of County Board Rules, he appointed Member Evans to serve as a temporary member of this committee to establish a quorum until the standing members of the committee get out of the Public Works Committee.

Other Board members present: Member Lucy Evans (until 10:00 AM) and Member Yeena Yoo.

Staff in attendance: Nick Kottmeyer (9:47) (Chief Administrative Office), Joan Olson (Chief Communications Officer), Renee Zerante (State's Attorney Office), Jeffrey Martynowicz (Chief Financial Officer), Valerie Calvente (Procurement Officer), Natasha Belli and Victoria Kappas (Community Services Administrators), Mary Keating (Director, Community Services), and Janelle Chadwick (DuPage Care Center Administrator, remote).

PRESENT	Childress, LaPlante, Schwarze, and Evans
ABSENT	Galassi
LATE	DeSart, and Garcia

3. PUBLIC COMMENT

No public comments were offered.

4. CHAIR REMARKS - CHAIR SCHWARZE

Chair Schwarze stated there will be an executive session after the regular meeting this morning.

Next Tuesday, August 13, the recipients of the round three immediate grants from the DuPage Community Transformational Grant, will be awarded their funding at the County Board meeting at 10:00 A.M. Refreshments will be served at 9:30 AM between the Finance and County Board meetings to meet and visit with the recipients of the grant.

5. APPROVAL OF MINUTES

5.A. [24-2080](#)

Human Services Committee - Regular Meeting - Tuesday, July 2, 2024

RESULT:	APPROVED
MOVER:	Lynn LaPlante
SECONDER:	Lucy Evans

6. COMMUNITY SERVICES - MARY KEATING

6.A. [FI-R-0124-24](#)

Acceptance and appropriation of the Illinois Department of Human Services Homeless Prevention Grant PY25 Inter-Governmental Agreement No. FCSDH00172, Company 5000 - Accounting Unit 1760, \$384,000. (Community Services)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Lynn LaPlante
SECONDER:	Lucy Evans

6.B. [FI-R-0126-24](#)

Acceptance and appropriation of the Illinois Department of Human Services Rapid Re-housing Program Grant PY25, Inter-governmental Agreement no. FCSDH07854, Company 5000 - Accounting Unit 1760, \$89,920. (Community Services)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Lucy Evans

7. DUPAGE CARE CENTER - JANELLE CHADWICK

7.A. [HS-R-0016-24](#)

Recommendation for the approval of an Agreement between the County of DuPage and the College of DuPage, for the Establishment of a Learning Site at the DuPage Care Center.

RESULT:	APPROVED AT COMMITTEE
MOVER:	Lucy Evans
SECONDER:	Lynn LaPlante

7.B. [HS-P-0028-24](#)

Recommendation for the approval of a contract purchase order issued to Cook's Direct, Inc., for replacement ice and water dispensers, for the DuPage Care Center, for the period August 14, 2024 through November 30, 2024, for a contract total not to exceed \$51,845.52, per Intergovernmental Cooperation Act Sourcewell Cooperative Contract #063022.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Lucy Evans

7.C. [HS-P-0029-24](#)

Recommendation for the approval of a contract purchase order issued to Lakeshore Dairy, Inc., for fluid dairy, for the DuPage Care residents, cafeteria and cafes on County Campus, for the period September 1, 2024 through August 31, 2025, for a contract total amount not to exceed \$83,000; under bid renewal #22-062-DCC, second of three one-year optional renewals.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Lynn LaPlante

7.D. [HS-P-0030-24](#)

Recommendation for the approval of a contract purchase order issued to Warehouse Direct, for hand soap and personal care items, for the DuPage Care Center, for the period of September 1, 2024 through August 31, 2026, for a contract total amount not to exceed \$61,420; per bid #24-061-DCC.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Lynn LaPlante

8. BUDGET TRANSFERS

8.A. [24-2081](#)

Transfer of funds from account no. 1000-1750-53825 (Family Self-Sufficiency Program) to 1000-1750-54110 (equipment and machinery) to cover line item in P.O. 6593-0001 SERV for Lavi Industries, Inc., in the amount of \$524. (Community Services)

RESULT:	APPROVED
MOVER:	Lynn LaPlante
SECONDER:	Lucy Evans

9. INFORMATIONAL

9.A. [24-2082](#)

GPN 027-24 PY25 Homeless Prevention Program - Illinois Department of Human Services - \$384,000. (Community Services)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Lynn LaPlante
SECONDER:	Lucy Evans

9.B. [24-2083](#)

GPN 028-24 PY25 IDHS Rapid Rehousing Program - Illinois Department of Human Services - \$89,920. (Community Services)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Lynn LaPlante
SECONDER:	Lucy Evans

10. RESIDENCY WAIVERS - JANELLE CHADWICK

No residency waivers were offered.

11. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK

Janelle Chadwick, Administrator of the DuPage Care Center, stated the Care Center is in covid outbreak status. Eight residents and eleven staff have tested positive since early July. The staff are more symptomatic than the residents. All the cases are on one unit. The positivity rates tend to be due to people attending large gatherings.

The lobby and administration hallway are almost complete with renovations, and they are beautiful. Certain hallways are going through abatement which requires moving mass people and offices to the conference room temporarily. Ms. Chadwick invited all to come and see the lobby and offered to send pictures, the latter recommended by Chair Schwarze.

12. COMMUNITY SERVICES UPDATE - MARY KEATING

Mary Keating commented on the grant awards for next week, praising the DuPage Foundation volunteer grant management program and that she is impressed and pleased with the partnership with the agency.

Chair Schwarze added the DuPage Foundation put in a lot of work researching and evaluating the applications and agencies, with a clear focus on enhancing the opportunities for community. The committee consists of six to seven individuals in addition to Mary Keating, Vice Chair Garcia, and Greg Schwarze.

Mary Keating, Director of Community Services, referred to the 2024 budget highlight that provided a salary to attain a full-time security person at the Family Center. Ms. Keating thanked the County Board for their support and to Member Yoo for her initiative in making this happen. Victoria Kappas, Administrator of the Family Center, discussed the benefits of the security staffing, mentioning that the mediators have expressed increased comfort at work, as did the parents utilizing the daytime services.

Ms. Kappas explained they are now able to maintain neutrality at the Family Center. Ms. Kappas presented a handout that charted the increases in daytime services now offered due to having security in the building. Mediation has always been done in the daytime, but the numbers have increased. The in-house exchange does not have supervision, but they stay on site, noting a 16% increase. The Neutral Exchange (NEST) showed a 6% increase with a lot of activity nights and weekends, and the Supervised Parenting Time Program (SPT) had a 4% increase, amounting to a total 6% increase in all daytime services. A lot of the increases have been since June, due to the lag time in getting the word out.

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

[24-2161](#)

Handout - Family Center 2024 Service Overlook

12.A. 2025 Community Services Budget Request

Mary Keating presented the Community Services budget requests for FY2025. Ms. Keating discussed the three budgets she oversees in Community Services, two general fund budgets and one special revenue fund. Ms. Keating explained there are also 15 grants that support the department. Just over \$1.5M is covered by the general fund. 85% of the Community Services' programs and salaries are covered by grants and are brought forward by the acceptance and appropriation process. Her presentation included her considerations for 2026 and 2027.

13. OLD BUSINESS

No old business was discussed.

14. NEW BUSINESS

No new business was discussed.

MOTION TO ENTER INTO EXECUTIVE SESSION

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Michael Childress
AYES:	Childress, DeSart, Garcia, LaPlante, and Schwarze
EXCUSED:	Evans
ABSENT:	Galassi

15. EXECUTIVE SESSION

15.A. Pursuant to Open Meetings Act 5 ILCS 120/2 (c)(1) - the compensation of specific employees

ROLL CALL FOR ENTRY BACK INTO REGULAR SESSION

Role Calls were taken to enter back into regular session and to establish quorum. Present: Chair Schwarze, Vice Chair Garcia, Members Childress, DeSart, LaPlante. Absent: Member Galassi

16. ADJOURNMENT

With no further business, the meeting was adjourned at 10:04 AM.

RESULT:	APPROVED
MOVER:	Lynn LaPlante
SECONDER:	Dawn DeSart
AYES:	Childress, DeSart, Garcia, LaPlante, and Schwarze
EXCUSED:	Evans
ABSENT:	Galassi



Minutes

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
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File #: 24-2080

Agenda Date: 8/6/2024

Agenda #: 5.A.



DU PAGE COUNTY

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Human Services

Final Summary

Tuesday, July 2, 2024

9:30 AM

Room 3500A

1. CALL TO ORDER

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

2. ROLL CALL

Other Board members present: Member Patty Gustin, Member Yeena Yoo, and Member Brian Krajewski (9:45 AM)

Staff in attendance: Nick Kottmeyer (Chief Administrative Officer), Renee Zerante (Assistant State's Attorney), Jeremy Custer and Evan Shields (County Board Office), MaryCatherine Wells, Keith Jorstad, Katrina Holman, Tabassum Haleem, and intern Braeden Smith (Finance), Valerie Calvente and Nick Etminan (Procurement), Gina Strafford-Ahmed (Community Services), Mary Keating (Director of Community Services), and Janelle Chadwick, remote (Administrator of the DuPage Care Center).

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

3. PUBLIC COMMENT

No public comments were offered.

4. CHAIR REMARKS - CHAIR SCHWARZE

Chair Schwarze stated that he met with Mary Keating, Paula DeaconGarcia, and the DuPage Foundation Transformational Grants team to continue discussing the next round of the immediate grant applications. More information will be provided as available.

5. APPROVAL OF MINUTES

5.A. [24-1926](#)

Human Services Committee - Regular Meeting - Tuesday, June 18, 2024

RESULT:	APPROVED
MOVER:	Lynn LaPlante
SECONDER:	Paula Garcia

6. COMMUNITY SERVICES - MARY KEATING

6.A. [FI-R-0112-24](#)

Acceptance and appropriation of the Illinois Home Weatherization Assistance Program (IHWAP) State Grant PY25 Inter-Governmental Agreement no. 25-251028, Company 5000 - Accounting Unit 1490, in the amount of \$426,227. (Community Services)

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

6.B. [FI-R-0116-24](#)

Acceptance and appropriation of the Illinois Department of Human Services Supportive Housing Program Grant PY25 Inter-Governmental Agreement no. FCSDH00352, Company 5000 - Accounting Unit 1760, \$154,180. (Community Services)

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

6.C. [FI-R-0119-24](#)

Acceptance and appropriation of additional funding for the Illinois Home Weatherization Assistance Program DOE-BIL Grant FY23 Inter-Governmental Agreement no. 23-461028, Company 5000 - Accounting Unit 1400, from \$1,074,096 to \$1,982,773; an increase of \$908,677. (Community Services)

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

6.D. [24-1927](#)

Recommendation for the approval of a contract purchase order issued to Carahsoft Technology Corporation, to provide a survey system to collect and maintain resident satisfaction results post County Services, for Community Services, for the period July 10, 2024 through July 9, 2026, for a contract total not to exceed \$26,420, per RFP # 24-049-CS. (Community Services)

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

6.E. [24-1928](#)

HS-P-0079A-23 - Amendment to Resolution HS-P-0079-23 issued to Healthy Air Heating & Air, Inc., to provide architectural weatherization labor and materials for the Weatherization Program, for the period October 30, 2023 through November 30, 2024, to increase encumbrance in the amount of \$40,000, for a new contract total amount of \$305,567, a 15.06% increase. (6791-0001 SERV) (Community Services)

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

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

7.A. [HS-P-0025-24](#)

Recommendation for the approval of a contract purchase order issued to Keurig Dr. Pepper/The American Bottling Company, for beverages and fountain drinks, for the DuPage Care Center and Cafes on County Campus, for the period July 30, 2024 through July 29, 2025, for a contract amount not to exceed \$30,600; under bid renewal #22-056-DCC, second of three one-year optional renewals.

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

7.B. [HS-P-0026-24](#)

Recommendation for the approval of a contract purchase order to Alpha Baking Company, to furnish and deliver assorted sliced breads, rolls & sandwich buns for the DuPage Care Center and Cafes on County Campus, for the period August 5, 2024 through August 4, 2025, for a contract total not to exceed \$43,200; under bid renewal #22-055-DCC, second of three one-year optional renewals.

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

7.C. [HS-P-0027-24](#)

Recommendation for the approval of a contract purchase order issued to Medline Industries, Inc., to furnish and deliver various linens, for the DuPage Care Center, for the period August 10, 2024 through August 9, 2025, for a contract total not to exceed \$72,000. Contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Garcia
SECONDER:	Lynn LaPlante

8. BUDGET TRANSFERS

8.A. [24-1929](#)

Transfer of funds from account no. 5000-1420-53806 (Software & Maintenance) to 5000-1420-54107 (Software) in the amount of \$500 for the purchase of Carahsoft Survey System for the Low Income Home Energy Assistance Program (LIHEAP). (Community Services)

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Lynn LaPlante

8.B. [24-1930](#)

Transfer of funds from account no. 5000-1720-53260 (Wireless Communication Services) in the amount of \$4,000, split between two accounts - \$1,683 to account no. 5000-1720-54107 (Software) and \$2,317 to account no. 5000-1720-53807 (Subscription IT Arrangements) for the purchase of a new software subscription purchase order for the Senior Services' Aging Case Coordinator Unit Grant. (Community Services)

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Lynn LaPlante

8.C. [24-1931](#)

Transfer of funds from account no. 5000-1650-53820 (Grant Services) in the amount of \$8,393, split between two accounts - \$1,683 to account no. 5000-1650-54107 (Software) and \$6,710 to account no. 5000-1650-53807 (Subscription IT Arrangements) to purchase a new software subscription for the Community Services Block Grant (CSBG). (Community Services)

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Lynn LaPlante

9. **CONSENT ITEMS**

9.A. [24-1932](#)

Comfort 1st Insulation 6789-0001-SERV - This purchase order is decreasing in the amount of \$40,000. This decrease is due to the lack of vendor availability to perform work as needed for the Weatherization Program. (Community Services)

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Lynn LaPlante

10. **RESIDENCY WAIVERS - JANELLE CHADWICK**

No residency waivers were offered.

11. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK

Janelle Chadwick, Administrator of the DuPage Care Center, stated that construction continues to move forward. Contractors are working on the floor of the lobby area and welding the canopy. Demolition is beginning on the 3North unit.

Staff are working diligently on the budget, meeting with each department, which there are a lot of, and going line by line through their budget. The Care Center strives for a status quo, break-even budget, meaning their revenues match their expenses. So far, the budgets are doing okay. They did a wage adjustment based on the ASCME contract last year. Ms. Chadwick will present their budget request at an August Human Services Committee meeting.

Ms. Chadwick thanked everyone for their participation in the annual golf outing. The DuPage Care Center Foundation has already recognized greater than \$26,000 in profit, exceeding last year's performance.

12. COMMUNITY SERVICES UPDATE - MARY KEATING

Mary Keating, Director of Community Services, stated that she is working on the Community Services budget. Ms. Keating noted that her preparation is only for the funds in the general fund and does not represent the 17 grant funds the department administers. Ms. Keating added she will present her budget requests to the committee on August 6th and Ms. Chadwick will present on August 20th.

As Greg Schwarze said, they met to review the immediate grant applications with the DuPage Foundation. The awards will be presented to the County Board on August 13. Ms. Keating added she sent emails to the Human Services Committee members.

Mary encouraged all to attend the Community Development Executive Committee meeting at 11:35. They will be discussing what type of applications they will be reviewing for the Community Development Block Grants (CDBG) round of 2025/2026 funding. Those recommendations are based on stakeholder surveys, resident surveys, and nonprofit surveys. The department has an obligation when they do their 5-year consolidated plan to do a lot of community outreach, which they have done. They need to demonstrate to HUD how their priorities for how they use the funding align with what the surveys from the community indicated.

13. OLD BUSINESS**Update on Food Pantry Infrastructure 2nd Round Applications**

Mary Catherine Wells, Deputy Chief Financial Officer, referred to the day's handout summarizing the latest numbers regarding the second round of food pantry funding updates. The top portion of the document showed a reduction of funding based on non-qualifiers. The Finance team went through every item and found a few items that are ineligible. The red list totaled \$295,000, 86% of that included Wayne Township because they requested basically the same thing as in round one. The HCS funding request was removed because the funding came out of the reserves. There is a series of corrections they did when they reconciled the requests with the

back-up documents. The first round they did a lot with procurements. MaryCatherine thanked Valerie Calvente, Procurement Officer, for her extensive time evaluating savings on all the different procurements. The specs for everything were all a little bit different so they decided not to take any savings on the procurements side of things, noting they cannot begin to know the agencies' business or operation, or what each agency specifically needs. In some cases, the costs increased when purchased, due to the lag time in purchasing after being approved in round one. Their modifications brought the total requests down from \$652,000 to \$356,000.

Nick Kottmeyer, Chief Administrative Officer, stated if the committee concurs with the \$356,000, they can bring the current recommendation to the County Board on July 9 and the agreements with the agencies to the August 13 meeting. He added they gathered money from a lot of different ARPA projects that were completed, giving us a little bit of money from different sources. There will be two streams of money, one is the newly available ARPA money and the second is ARPA interest money. We know food insecurity is a big need in DuPage County.

Chair Schwarze thanked the Finance team for reducing \$652,000 worth of infrastructure items down to \$356,000. The Chair requested a show of hands to approve the grants within the \$356,000. The committee unanimously showed support for awarding the current list of requests. Chair Schwarze added that after this allocation, there will be approximately \$593,000 left from the ARPA interest that was in the 2024 budget. Mr. Kottmeyer stated the committee will be able to determine how and when to utilize the balance of funds.

County Board Member Guston requested a list of the organizations that have already received infrastructure grants and direct cash for the food pantries.

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

[24-1968](#)

Handout - Food Pantry Infrastructure Investment Program - Round 2

14. NEW BUSINESS

No new business was discussed.

15. ADJOURNMENT

There being no further business, Chair Schwarze requested a motion to adjourn at 9:55 AM. Member LaPlante so moved, Member Garcia seconded, all ayes on a voice vote.

RESULT:	APPROVED
MOVER:	Lynn LaPlante
SECONDER:	Paula Garcia



Finance Resolution

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

File #: FI-R-0124-24

Agenda Date: 8/6/2024

Agenda #: 6.A.

ACCEPTANCE AND APPROPRIATION OF THE
ILLINOIS DEPARTMENT OF HUMAN SERVICES
HOMELESS PREVENTION GRANT PY25
INTER-GOVERNMENTAL AGREEMENT NO. FCSDH00172
COMPANY 5000 - ACCOUNTING UNIT 1760
\$384,000

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Human Services that grant funds in the amount of \$384,000 (THREE HUNDRED EIGHTY-FOUR THOUSAND AND NO/100 DOLLARS) are available to be used to assist DuPage Households to maintain or recover permanent housing; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. FCSDH00172 with the Illinois Department of Human Services, a copy of which are attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the terms of the agreements are from July 1, 2024 through June 30, 2025; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Inter-Governmental Agreement No. FCSDH00172 (ATTACHMENT II) between DuPage County and Illinois Department of Human Services are hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$384,000 (THREE HUNDRED EIGHTY-FOUR THOUSAND AND NO/100 DOLLARS) be made to establish the Illinois Department of Human Services Homeless Prevention Grant PY25, Company 5000 - Accounting Unit 1760, for the period July 1, 2024 through June 30, 2025; and

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

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

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

Enacted and approved this 13th day of August, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH THE
ILLINOIS DEPARTMENT OF HUMAN SERVICES
HOMELESS PREVENTION GRANT PY25
INTER-GOVERNMENTAL AGREEMENT NO. FCSDH00172
COMPANY 5000 – ACCOUNTING UNIT 1760
\$384,000

REVENUE

41400-0002 - State Operating Grant - IDHS \$ 384,000

TOTAL ANTICIPATED REVENUE \$ 384,000

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries \$ 29,164

51010-0000 - Employer Share I.M.R.F. 2,500

51030-0000 - Employer Share Social Security 2,229

51040-0000 - Employee Med & Hosp Insurance 6,024

TOTAL PERSONNEL \$ 39,917

CONTRACTUAL

53824-0000 - Housing Assistance \$ 344,083

TOTAL CONTRACTUAL \$ 344,083

TOTAL ADDITIONAL APPROPRIATION \$ 384,000

GRANT AGREEMENT



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

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

PART ONE – The Uniform Terms

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

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

DEPARTMENT OF HUMAN SERVICES

DUPAGE COUNTY DEPARTMENT OF

By: _____
Signature of Dulce Quintero, Secretary

By: _____
Signature of Authorized Representative

Date: _____

Date: _____

Designee Name: _____

Printed Name: _____

Designee Title: Contract Obligations Analyst

Printed Title: _____

By: _____
Signature of Second Grantor Approver, if applicable

E-mail: mary.keating@dupageco.org

Date: _____

FEIN: 366006551

Printed Name: _____

Printed Title: _____

Second Grantor Approver

By: _____
Signature of Third Grantor Approver, if applicable

By: _____

Date: _____

Date: _____

Printed Name: _____

Printed Name: _____

Printed Title: _____

Printed Title: _____

Third Grantor Approver

Second Grantee Approver
(optional at Grantee's discretion)

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PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE II
AWARD INFORMATION**

2.1 **Term.** This Agreement shall be effective on Jul 1, 2024 and expires on Jun 30, 2025 (the TERM), unless terminated pursuant to this Agreement.

2.2 **Amount of Agreement.** Grant Funds (check one) must not exceed or are estimated to be \$384,000.00, of which \$0.00 are federal funds. Grantee accepts Grantor’s payment as specified in this ARTICLE.

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

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

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

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE IV
PAYMENT REQUIREMENTS**

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

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

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

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

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in

good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

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

4.7. Interest.

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

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

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

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

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

ARTICLE V

SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

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

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

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

**ARTICLE VI
BUDGET**

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

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

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

**ARTICLE VII
ALLOWABLE COSTS**

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

7.2. Indirect Cost Rate Submission.

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

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

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

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

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

(d) A grantee who does not have a current negotiated rate, may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

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

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

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

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

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

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

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

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

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

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

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

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

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

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

ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the

making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

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

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

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

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

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

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

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

**ARTICLE X
FINANCIAL REPORTING REQUIREMENTS**

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

10.2. Financial Close-out Report.

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

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

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

**ARTICLE XI
PERFORMANCE REPORTING REQUIREMENTS**

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

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

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

**ARTICLE XII
AUDIT REQUIREMENTS**

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

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

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

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

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

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

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

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin Code 7000.90(c)(2) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

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

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

12.4. "For-Profit" Entities.

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

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required

submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of Grantee’s audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

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

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

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

13.1. Termination.

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

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

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

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

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

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

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

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

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

13.5. Effects of Suspension and Termination.

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

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

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

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

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

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The

requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

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

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

**ARTICLE XV
NOTICE OF CHANGE**

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

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

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

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

**ARTICLE XVI
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to

terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

**ARTICLE XVII
CONFLICT OF INTEREST**

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

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

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

**ARTICLE XVIII
EQUIPMENT OR PROPERTY**

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

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

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

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

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

**ARTICLE XIX
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

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

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

**ARTICLE XX
INSURANCE**

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

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

ARTICLE XXI

LAWSUITS AND INDEMNIFICATION

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

21.2. Indemnification and Liability.

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

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

ARTICLE XXII MISCELLANEOUS

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

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

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

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

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

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement

will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

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

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

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

22.10. Precedence.

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

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

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

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

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

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

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

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EXHIBIT A
PROJECT DESCRIPTION

FEDERAL PROGRAM NAME: STATE PROGRAM NAME: HOMELESS PREVENTION
PURPOSE OF GRANT

ACCOUNT_LINE(s) SUMMARY:

Acct.Line#: 1
CSFA Number: 444-80-0657
Appropriation FY: 2025
Appropriation Code: 0001.44480.4900.001500NE
WBS Element: 444HMLPV25-HPSPH121-SNMT
Sponed. Prog: HPSP
Appropriation Amount: \$120,000.00
These funds are Used/Reported by the Provider as Federal Funds: No
Use by DHS as Maintenance of Effort (MOE): No
Use by DHS as Matching Funds: No
Assistance Listing Program Number: N/A
Assistance Listing Program Title: N/A
FAIN Number: N/A - FAIN Award Agency: N/A
FAIN Award Date: N/A

Acct.Line#: 2
CSFA Number: 444-80-0657
Appropriation FY: 2025
Appropriation Code: 0286.44480.4900.000000NE
WBS Element: 444HMLPV25-HPSPH121-SNMT
Sponed. Prog: HPSP
Appropriation Amount: \$53,600.00
These funds are Used/Reported by the Provider as Federal Funds: No
Use by DHS as Maintenance of Effort (MOE): No
Use by DHS as Matching Funds: No
Assistance Listing Program Number: N/A
Assistance Listing Program Title: N/A
FAIN Number: N/A - FAIN Award Agency: N/A
FAIN Award Date: N/A

Acct.Line#: 3
CSFA Number: 444-80-0657
Appropriation FY: 2025
Appropriation Code: 0001.44480.4900.002600NE
WBS Element: 444HMIL025-HPSPH121-SNMT
Sponed. Prog: HPSP
Appropriation Amount: \$210,400.00
These funds are Used/Reported by the Provider as Federal Funds: No

EXHIBIT A
PROJECT DESCRIPTION

Use by DHS as Maintenance of Effort (MOE): No
Use by DHS as Matching Funds: No
Assistance Listing Program Number: N/A
Assistance Listing Program Title: N/A
FAIN Number: N/A - FAIN Award Agency: N/A
FAIN Award Date: N/A

The Homeless Prevention Provider will provide one or more of the following services, the total of which may not exceed the value of six months' worth of the client's rent or mortgage amount.

1. rental/mortgage assistance
2. rental/mortgage arrearage
3. utility assistance
4. utility arrearage
5. rent/security deposit assistance

In addition, the Homeless Prevention Provider will provide:

6. Case management, which is the coordination of acquisition, delivery and use of program services, not to exceed 15% of the total grant;
7. supportive services directly related to the prevention of homelessness or repeated episodes of homelessness. Supportive services include, but are not limited to: advocacy, alcohol abuse, child care, counseling, education, employment, English as a Second Language, follow up, health, dental, HIV and Aids Related, housing location/inspection, legal/referral, outreach, mental health, substance abuse, and transportation services.

The Homeless Prevention Program Provider will adhere to the requirements outlined in the Homeless Prevention Act, which can be found at 310 ILCS 70/ of the Illinois Compiled Statutes.

----- END OF PROGRAM: HOMELESS PREVENTION -----

EXHIBIT B
DELIVERABLES

- 1) The Provider will have a referral process that assists program participants with enrollment into public benefit programs such as TANF, Supplemental Nutrition Assistance Program (SNAP, formerly known as Food Stamps), All Kids, medical and disability assistance, as well as other resources that address the needs of the population targeted for service.
- 2) The Provider will attend local Continuum of Care homeless network meetings and report on progress and distribution of IDHS funds from the Illinois Department of Human Services (IDHS).
- 3) The Provider will have a community outreach plan, which includes a detailed description for notifying the community of the program, hours of operation, and admittance/eligibility requirements into the program(s) they administer for IDHS. This plan must include outreach to other community service agencies, court and sheriffs personnel involved with eviction matters, and other outreach entities. IDHS must be advised of any publication and distribution of flyers, printed materials and brochures that are part of the IDHS funded program.
- 4) The Provider will document participant need and eligibility, and maintain documentation in the participants files for a minimum of five years. The Provider must use the Homeless Prevention Documentation Checklist tool to assure completeness of the participant file.
- 5) The Provider will expend program funds under any of the allowable cost categories: prevention rental/mortgage assistance, security deposit assistance, utility assistance, approved case management, and approved legal services according to program rules and consistent with the purposes of the Homeless Prevention Act.
- 6) The Provider will adhere to the IDHS program requirements including non-discrimination and community-wide access to Homeless Prevention Program Services.
- 7) The Provider will conduct follow-up on all households served through the program during the previous fiscal year.
- 8) The Provider will have the ability to download the IDHS SNAP application and distribute it to eligible households. The Provider must also screen every Homeless Prevention Program household to determine their need and eligibility for LIHEAP assistance and, based upon that determination, assist with a LIHEAP application (or referral).
- 9) The participants will have a complete intake and assessment done upon entry into the program.
- 10) The Provider will have a written agreement or Memorandum of Understanding for referrals to other social service providers. The agreement or Memorandum at a minimum must include: type(s) of services(s) to be provided, how referrals will be handled by each entity, and follow-up actions.
- 11) The Provider will report deliverables and outcomes by the 20th of the month following the end of the quarter utilizing the web-based reporting system.
- 12) The Provider will submit data as requested to fulfill IDHS performance requirements

The following projected data are also included in the Provider's Grant Funding

EXHIBIT B
DELIVERABLES

Application:
the projected total number of households served; and
the projected number of households receiving rental/
mortgage Assistance; and
the projected number of households receiving utility
assistance; and
the projected number of households receiving security
deposit assistance.

----- END OF PROGRAM: HOMELESS PREVENTION -----

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: Darcie Hannah
 Title: SSPP IV
 Address: 823 East Monroe
Springfield, IL 62701

GRANTEE CONTACT

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

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: _____

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Darcie Hannah
 Title: SSPP IV
 Address: 823 East Monroe
Springfield, IL 62701

 Phone: 217-782-1317
 TTY #: _____
 E-mail Address: darcie.hannah@illinois.gov

GRANTEE CONTACT

Name: MARY KEATING
 Title: DIRECTOR
 Address: 421 N County Farm Rd
Wheaton, IL 60187-3978

 Phone: 630-407-6500
 TTY #: 630-407-6502
 E-mail Address: mary.keating@dupageco.org

EXHIBIT D
PERFORMANCE MEASURES

1. Number of providers that will have a referral process that assists program participants with enrollment into public benefit programs such as TANF, Supplemental Nutrition Assistance Program (SNAP, formerly known as Food Stamps), All Kids, medical and disability assistance, as well as other resources that address the needs of the population targeted for service.
2. Number of providers that will attend local Continuum of Care homeless network meetings and report on progress and distribution of funding from the Illinois Department of Human Services (IDHS).
3. Number of providers that will have a community outreach plan, which includes a detailed description for notifying the community of the program, hours of operation, and admittance/eligibility requirements into the program(s) they administer for IDHS.
4. Number of providers that will document participant need and eligibility, and maintain documentation in the participant=s files for a minimum of five years.
5. Number of providers that must use the Homeless Prevention Documentation Checklist tool to assure completeness of the participant file.
6. Number of providers that will expend program funds under any of the allowable cost categories: prevention rental/mortgage assistance, security deposit assistance, utility assistance, approved case management, and approved legal services according to program rules and consistent with the purposes of the Homeless Prevention Act.
7. Number of providers that will adhere to the IDHS program requirements including non-discrimination and community-wide access to Homeless Prevention Program Services.
8. Number of providers that will conduct follow-up on all households served through the program during the previous fiscal year.
9. Number of providers that must have the ability to down-load the IDHS SNAP application and distribute it to eligible households.
10. Number of providers that must screen every Homeless Prevention Program household to determine their need and eligibility for LIHEAP assistance and, based upon that determination, assist with a LIHEAP application (or referral).
11. Number of participants that will have a complete intake and assessment done upon entry into the program.
12. Number of providers that must submit all intake and assessment forms to IDHS annually for approval.
13. Number of providers that will have a written agreement or Memorandum of Understanding for referrals to other social service providers.
14. Number of providers that will report in the timeframes designated by IDHS, the program deliverables and outcomes using the Homeless Prevention Program web-based reporting system.
15. Number of providers that will provide requests for projected data in the provider's Grant Funding Application.

----- END OF PROGRAM: HOMELESS PREVENTION -----

EXHIBIT D
PERFORMANCE STANDARDS

- 1.100% of all providers must have a referral process that assists program participants with enrollment into public benefit programs such as TANF, Supplemental Nutrition Assistance Program (SNAP, formerly known as Food Stamps), All Kids, medical and disability assistance, as well as other resources that address the needs of the population targeted for service.
- 2.100% of all providers must attend local Continuum of Care homeless network meetings and report on progress and distribution of funding from the Illinois Department of Human Services (IDHS).
- 3.100% of all providers must have a community outreach plan, which includes a detailed description for notifying the community of the program, hours of operation, and admittance/eligibility requirements into the program(s) they administer for IDHS.
- 4.100% of all providers must document participant need and eligibility, and maintain documentation in the participant=s files for a minimum of five years.
- 5.100% of all providers must use the Homeless Prevention Documentation Checklist tool to assure completeness of the participant file.
- 6.100% of all providers must expend program funds under any of the allowable cost categories: prevention rental/mortgage assistance, security deposit assistance, utility assistance, approved case management, and approved legal services according to program rules and consistent with the purposes of the Homeless Prevention Act.
- 7.100% of all providers must adhere to the IDHS program requirements including non-discrimination and community-wide access to Homeless Prevention Program Services.
- 8.100% of all providers must conduct follow-up on all households served through the program during the previous fiscal year.
- 9.100% of all providers that must have the ability to down-load the IDHS SNAP application and distribute it to eligible households.
- 10.100% of all providers must screen every Homeless Prevention Program household to determine their need and eligibility for LIHEAP assistance and, based upon that determination, assist with a LIHEAP application (or referral).
- 11.100% of all participants must complete intake and assessment done upon entry into the program.
- 12.100% of all providers must submit all intake and assessment forms to IDHS annually for approval.
- 13.100% of all providers must have a written agreement or Memorandum of Understanding for referrals to other social service providers.
- 14.100% of all providers must submit timely deliverables and outcomes using the Homeless Prevention Program web-based reporting system.
- 15.100% of providers must provide requests for projected data in the provider's Grant Funding Application.

----- END OF PROGRAM: HOMELESS PREVENTION -----

EXHIBIT E
SPECIFIC CONDITIONS

N/A

----- END OF PROGRAM: HOMELESS PREVENTION -----

EXHIBIT F
PAYMENT

The Provider will receive payments on a grant basis. The Homeless Prevention Program is a grant that receives all or part of the funding in advance of the actual delivery of service. This includes prorated prospective payments and payments made by DHS on an estimated basis or any other basis when DHS does not know the actual amount earned by the provider. This does not include advance payments made under the authority of the State Finance Act (30 ILCS 105/9.05) (89 Ill. Adm. Code 511), nor does it include payments made by the Department when there is documentation prior to expiration of the lapse period to which the expenditures are charged that the goods or services were received. All funds paid as a grant are subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et seq.).

All funds disbursed by DHS on a grant basis are subject to reconciliation and the recovery of lapsed funds. Grant funds recovery activity is based on the Illinois Grant Funds Recovery Act (30 ILCS 705). The reconciliation will be based on one of the following methods at the election of the Department:

Eligible Expenditures vs. Program Revenue - This method compares the eligible expenditures to the total Department grant revenues by program. An independent audit and associated supplemental revenue and expense schedule may be required from the Provider.

Eligible expenditures will be determined based on 89 Ill. Adm., Part 10.

Eligible Services Delivered vs. Services Projected - This method compares the actual eligible services delivered to the services projected in the contract or agreement. If the

----- END OF PROGRAM: HOMELESS PREVENTION -----

PART TWO –GRANTOR-SPECIFIC TERMS

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

**ARTICLE XXIII
ADDITIONAL CERTIFICATIONS**

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

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

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

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

**ARTICLE XXIV
ADDITIONAL TERMS**

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

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

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

and submitted to the appropriate Grantor program personnel. Evidence of the qualifications for replacement personnel (such as a résumé) shall be included. 2 CFR 200.308.

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

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

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

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

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

24.9 Reporting Requirements. The reporting timeframes described in Paragraphs 10.1, 10.2, 11.1 and 11.2 are specified in **EXHIBIT B**.

ARTICLE XXV MONITORING AND INFORMATION

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

conduct announced and unannounced monitoring visits and Grantee shall cooperate with Grantor in connection with all such monitoring visits. Failure of Grantee to cooperate with Grantor in connection with announced and unannounced monitoring visits is grounds for Grantor’s termination of this Agreement.

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

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

**ARTICLE XXVI
WORK PRODUCT**

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

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

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

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

ARTICLE XXVII

POST-TERMINATION/NON-RENEWAL

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

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

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

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

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

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

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

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

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

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

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

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PART THREE –PROJECT-SPECIFIC TERMS

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

**ARTICLE XXIX
ADDITIONAL REQUIREMENTS**

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

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

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**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Agreement Numbers. **FCSDH00172**

State Agency Illinois Department of Human Services
Grantee DUPAGE COUNTY DEPARTMENT OF
Data Universal Number System (DUNS) Number 135836026
Catalog of State Financial Assistance (CSFA) Number 444-80-0657
Catalog of Federal Domestic Assistance (CFDA) Number N/A

FY. 2025
Notice of Funding Opportunity (NOFO) Number. N/A
FEIN 366006551
CSFA Short Description. HOMELESS PREVENTION
CFDA Short Description. N/A

Section A: State of Illinois Funds

REVENUES	Total
State of Illinois Requested:	\$384,000.00
Budget Expenditure Categories	
1. Personnel (200.430)	\$14,922.98
2. Fringe Benefits (200.431)	\$4,501.02
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	N/A
7. Consultant (200.459)	N/A
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	\$20,493.00
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	\$344,083.00
16. Total Direct Costs (add lines 1-15) (200.413)	\$384,000.00
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs State Grant Funds Lines 16 and 17 MUST EQUAL REVENUE TOTALS ABOVE	\$384,000.00

Contract Published Date Time: 2024.06.28.08.05.05 433



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Agreement Numbers. **FCSDH00172**

State Agency Illinois Department of Human Services

FY. 2025

Grantee DUPAGE COUNTY DEPARTMENT OF

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

Data Universal Number System (DUNS) Number 135836026

FEIN 366006551

Catalog of State Financial Assistance (CSFA) Number 444-80-0657

CSFA Short Description. HOMELESS PREVENTION

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

CFDA Short Description. N/A

Section B: Non-State of Illinois Funds

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

Contract Published Date Time: 2024.06.28.08.05.05 433



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Agreement Numbers. **FCSDH00172**

State Agency Illinois Department of Human Services

FY. 2025

Grantee DUPAGE COUNTY DEPARTMENT OF

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

Data Universal Number System (DUNS) Number 135836026

FEIN 366006551

Catalog of State Financial Assistance (CSFA) Number 444-80-0657

CSFA Short Description. HOMELESS PREVENTION

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

CFDA Short Description. N/A

Budget Narrative Summary

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

Budget Category	State	Non-State	Total
1. Personnel	\$14,922.98	N/A	\$14,922.98
2. Fringe Benefits	\$4,501.02	N/A	\$4,501.02
3. Travel	N/A	N/A	N/A
4. Equipment	N/A	N/A	N/A
5. Supplies	N/A	N/A	N/A
6. Contractual Services	N/A	N/A	N/A
7. Consultant (Professional Services)	N/A	N/A	N/A
8. Construction	N/A	N/A	N/A
9. Occupancy (Rent and Utilities)	N/A	N/A	N/A
10. Research and Development (R & D)	N/A	N/A	N/A
11. Telecommunications	N/A	N/A	N/A
12. Training and Education	N/A	N/A	N/A
13. Direct Administrative Costs	\$20,493.00	N/A	\$20,493.00
14. Other or Miscellaneous Costs	N/A	N/A	N/A
15. GRANT EXCLUSIVE LINE ITEM(S)	\$344,083.00	N/A	\$344,083.00
16. Total Direct Costs (add lines 1-15) (200.413)	\$384,000.00	N/A	\$384,000.00
17. Indirect Cost	N/A	N/A	N/A
State Request	\$384,000.00		
Non-State Amount		N/A	
TOTAL PROJECT COSTS			\$384,000.00



Finance Resolution

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

File #: FI-R-0126-24

Agenda Date: 8/6/2024

Agenda #: 6.B.

ACCEPTANCE AND APPROPRIATION OF THE
ILLINOIS DEPARTMENT OF HUMAN SERVICES
RAPID RE-HOUSING PROGRAM GRANT PY25
INTER-GOVERNMENTAL AGREEMENT NO. FCSDH07854
COMPANY 5000 - ACCOUNTING UNIT 1760
\$89,920

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Human Services that grant funds in the amount of \$89,920 (EIGHTY-NINE THOUSAND, NINE HUNDRED TWENTY AND NO/100 DOLLARS) are available to be used to assist homeless DuPage Households to secure permanent housing; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. FCSDH07854 with the Illinois Department of Human Services, copies of which are attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the terms of the agreements are from July 1, 2024 through June 30, 2025; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Inter-Governmental Agreement No. FCSDH07854 (ATTACHMENT II) between DuPage County and Illinois Department of Human Services are hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$89,920 (EIGHTY-NINE THOUSAND, NINE HUNDRED TWENTY AND NO/100 DOLLARS) be made to establish the Illinois Department of Human Services Rapid Re-Housing Program Grant PY25, Company 5000 - Accounting Unit 1760, for the period July 1, 2024 through June 30, 2025; and

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

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

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

Enacted and approved this 13th day of August, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH THE
ILLINOIS DEPARTMENT OF HUMAN SERVICES
RAPID RE-HOUSING PROGRAM GRANT PY25
INTER-GOVERNMENTAL AGREEMENT NO. FCSDH07854
COMPANY 5000 – ACCOUNTING UNIT 1760
\$89,920

REVENUE

41400-0002 - State Operating Grant - IDHS	\$	<u>89,920</u>	
TOTAL ANTICIPATED REVENUE			\$ <u><u>89,920</u></u>

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries	\$	21,678	
51010-0000 - Employer Share I.M.R.F.		1,858	
51030-0000 - Employer Share Social Security		1,659	
51040-0000 - Employee Med & Hosp Insurance		<u>2,760</u>	
TOTAL PERSONNEL			\$ 27,955

CONTRACTUAL

53815-0000 - Supportive Services	\$	8,920	
53824-0000 - Housing Assistance		<u>53,045</u>	
TOTAL CONTRACTUAL			\$ <u>61,965</u>

TOTAL ADDITIONAL APPROPRIATION			\$ <u><u>89,920</u></u>
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GRANT AGREEMENT



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

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

PART ONE – The Uniform Terms

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

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

DEPARTMENT OF HUMAN SERVICES

DUPAGE COUNTY DEPARTMENT OF

By: _____
Signature of Dulce Quintero, Secretary

By: _____
Signature of Authorized Representative

Date: _____

Date: _____

Designee Name: _____

Printed Name: _____

Designee Title: Contract Obligations Analyst

Printed Title: _____

By: _____
Signature of Second Grantor Approver, if applicable

E-mail:

Date: _____

FEIN: 366006551

Printed Name: _____

Printed Title: _____

Second Grantor Approver

By: _____
Signature of Third Grantor Approver, if applicable

By: _____

Date: _____

Date: _____

Printed Name: _____

Printed Name: _____

Printed Title: _____

Printed Title: _____

Third Grantor Approver

Second Grantee Approver
(optional at Grantee's discretion)

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PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE II
AWARD INFORMATION**

2.1 **Term.** This Agreement shall be effective on Jul 1, 2024 and expires on Jun 30, 2025 (the TERM), unless terminated pursuant to this Agreement.

2.2 **Amount of Agreement.** Grant Funds (check one) must not exceed or are estimated to be \$89,920.00, of which \$0.00 are federal funds. Grantee accepts Grantor’s payment as specified in this ARTICLE.

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

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

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

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV PAYMENT REQUIREMENTS

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

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

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

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

4.5. **Payments to Third Parties.** Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in

good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

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

4.7. Interest.

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

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

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

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

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

ARTICLE V

SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

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

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

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

**ARTICLE VI
BUDGET**

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

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

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

**ARTICLE VII
ALLOWABLE COSTS**

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

7.2. Indirect Cost Rate Submission.

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

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

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

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

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

(d) A grantee who does not have a current negotiated rate, may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

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

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

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

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

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

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

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

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

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

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

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

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

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

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

ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the

making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

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

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

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

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

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

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

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

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

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

10.2. Financial Close-out Report.

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

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

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

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

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

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

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

**ARTICLE XII
AUDIT REQUIREMENTS**

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

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

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

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

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

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

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

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin Code 7000.90(c)(2) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

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

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

12.4. "For-Profit" Entities.

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

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required

submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

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

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

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

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

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

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

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

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

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

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

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

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

13.5. Effects of Suspension and Termination.

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

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

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

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

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

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The

requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

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

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

ARTICLE XV NOTICE OF CHANGE

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

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

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

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

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to

terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

**ARTICLE XVII
CONFLICT OF INTEREST**

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

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

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

**ARTICLE XVIII
EQUIPMENT OR PROPERTY**

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

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

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

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

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

**ARTICLE XIX
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

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

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

**ARTICLE XX
INSURANCE**

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

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

ARTICLE XXI

LAWSUITS AND INDEMNIFICATION

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

21.2. Indemnification and Liability.

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

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

ARTICLE XXII MISCELLANEOUS

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

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

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

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

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

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement

will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

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

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

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

22.10. Precedence.

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

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

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

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

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

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

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

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EXHIBIT A
PROJECT DESCRIPTION

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

ACCOUNT_LINE(s) SUMMARY:

Acct.Line#: 1
CSFA Number: 444-80-3153
Appropriation FY: 2025
Appropriation Code: 0001.44480.4900.002600NE
WBS Element: 444MHMIL25-HMILRPRH-SNMT
Spomed. Prog: HMIL
Appropriation Amount: \$89,920.00
These funds are Used/Reported by the Provider as Federal Funds: No
Use by DHS as Maintenance of Effort (MOE): No
Use by DHS as Matching Funds: No
Assistance Listing Program Number: N/A
Assistance Listing Program Title: N/A
FAIN Number: N/A - FAIN Award Agency: N/A
FAIN Award Date: N/A

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

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

EXHIBIT B
DELIVERABLES

100% of households will be tracked in HMIS or a comparable database for domestic violence service providers

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

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

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

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

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

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

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

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

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

GRANTEE CONTACT

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

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

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

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

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

GRANTEE CONTACT

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

 Phone: 630-407-6457
 TTY #: _____
 E-mail Address: _____

EXHIBIT D
PERFORMANCE MEASURES

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

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

EXHIBIT D
PERFORMANCE STANDARDS

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

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

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

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

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

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

EXHIBIT E
SPECIFIC CONDITIONS

N/A

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

EXHIBIT F
PAYMENT

Grantees will receive payment by one of the three payment methodologies (Advance Payment, Reimbursement or Working Capital Advance). Grantees will automatically be paid via Reimbursement Method unless a request for Advance Payment Method or Working Capital Advance Method is made using the IDHS Advance Payment Request Cash Budget Template (Cash Budget).

I. Advance Payment Method (Advance and Reconcile)

A. An initial payment will be processed in an amount equal to the first two months' cash requirements as reflected in the Advance Payment Requirements Forecast (Cash Budget) Form submitted with the Grantee's application. The initial payment will be processed upon execution of the grantee's Uniform Grant Agreement.

B. Grantees must submit monthly invoices in the format and method prescribed in the Grantee's executed Uniform Grant Agreement. Invoices must be submitted no later than 15 days following the end of any respective monthly invoice period, or as indicated in their UGA Exhibit F - Payments. Invoices must include only allowable incurred costs that have been paid by the Grantee. For programs that have Grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.

C. Subsequent monthly payments will be based on each monthly invoice submitted to the grant program, and will be adjusted up or down, based on a comparison of actual cumulative expenditures to cumulative advance payments, to date.

D. Grantees that do not expend all advance payment amounts by the end of the grant term or that are unable to demonstrate that all incurred costs were necessary, reasonable, allowable, or allocable as approved in their respective grant budget, must return the funds or be subject to grant funds recovery.

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

F. Failure to abide by advance payment governance requirements may result in grantee losing their right to advance payments.

II. Reimbursement Method

A. IDHS will disburse payments to Grantee based on actual allowable costs incurred as reported in the monthly financial invoice submitted for the respective month, as described below.

B. Grantees must submit monthly invoices in a format prescribed by Grantor. Invoices must include all allowable incurred costs for the first and each subsequent month of operations until the end of the Award term. Invoices must be submitted no later than 15 days following the end of any respective monthly invoice period, or as indicated in their UGA Exhibit F - Payments. As practicable, Grantor shall process payment within 30 calendar days after receipt of the invoice, unless the State awarding agency reasonably believes the request to be improper.

EXHIBIT F
PAYMENT

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

III. Working Capital Advance Method

A.IDHS Grant Program Managers will advance working capital payments to the grantee to cover their estimated disbursement needs for an initial period not to exceed two months of grant expenses. Startup costs may be approved if determined by IDHS Grant Program Managers to be allowable.

B.Grantees must submit monthly invoices for each of the one or two months covered by the Working Capital Advance in the format and method prescribed by the Grantor. Invoices must be submitted no later than 15 days following the end of any respective monthly invoice period, or as indicated in their UGA Exhibit F - Payments. Invoices must include only allowable incurred costs that have been paid by the grantee. For grant programs that have grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.

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

D.Working Capital Advance Payments are limited to a single occurrence per grant term.

E.Following the initial working capital advance payment, grantees will be paid via reimbursement method unless an IDHS Advance Payment Request Cash Budget Template is submitted for Advanced Payment Method.

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

PART TWO –GRANTOR-SPECIFIC TERMS

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

**ARTICLE XXIII
ADDITIONAL CERTIFICATIONS**

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

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

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

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

**ARTICLE XXIV
ADDITIONAL TERMS**

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

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

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

and submitted to the appropriate Grantor program personnel. Evidence of the qualifications for replacement personnel (such as a résumé) shall be included. 2 CFR 200.308.

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

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

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

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

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

24.9 Reporting Requirements. The reporting timeframes described in Paragraphs 10.1, 10.2, 11.1 and 11.2 are specified in **EXHIBIT B**.

ARTICLE XXV MONITORING AND INFORMATION

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

conduct announced and unannounced monitoring visits and Grantee shall cooperate with Grantor in connection with all such monitoring visits. Failure of Grantee to cooperate with Grantor in connection with announced and unannounced monitoring visits is grounds for Grantor's termination of this Agreement.

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

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

ARTICLE XXVI WORK PRODUCT

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

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

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

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

ARTICLE XXVII

POST-TERMINATION/NON-RENEWAL

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

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

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

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

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

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

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

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

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

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

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

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PART THREE –PROJECT-SPECIFIC TERMS

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

**ARTICLE XXIX
ADDITIONAL REQUIREMENTS**

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

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

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**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Agreement Numbers. **FCSDH07854**

State Agency Illinois Department of Human Services
Grantee DUPAGE COUNTY DEPARTMENT OF
Data Universal Number System (DUNS) Number 135836026
Catalog of State Financial Assistance (CSFA) Number 444-80-3153
Catalog of Federal Domestic Assistance (CFDA) Number N/A

FY. 2025
Notice of Funding Opportunity (NOFO) Number. N/A
FEIN 366006551
CSFA Short Description. RAPID RE-HOUSING
CFDA Short Description. N/A

Section A: State of Illinois Funds

REVENUES	Total
State of Illinois Requested:	\$89,920.00
Budget Expenditure Categories	
1. Personnel (200.430)	\$21,677.76
2. Fringe Benefits (200.431)	\$6,277.24
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	N/A
7. Consultant (200.459)	N/A
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	N/A
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	\$61,965.00
16. Total Direct Costs (add lines 1-15) (200.413)	\$89,920.00
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs State Grant Funds Lines 16 and 17 MUST EQUAL REVENUE TOTALS ABOVE	\$89,920.00



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Agreement Numbers. **FCSDH07854**

State Agency Illinois Department of Human Services

FY. 2025

Grantee DUPAGE COUNTY DEPARTMENT OF

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

Data Universal Number System (DUNS) Number 135836026

FEIN 366006551

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

CSFA Short Description. RAPID RE-HOUSING

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

CFDA Short Description. N/A

Section B: Non-State of Illinois Funds

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

Contract Published Date Time: 2024.07.02.06.30.43 955



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Agreement Numbers. **FCSDH07854**

State Agency Illinois Department of Human Services

FY. 2025

Grantee DUPAGE COUNTY DEPARTMENT OF

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

Data Universal Number System (DUNS) Number 135836026

FEIN 366006551

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

CSFA Short Description. RAPID RE-HOUSING

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

CFDA Short Description. N/A

Budget Narrative Summary

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

Budget Category	State	Non-State	Total
1. Personnel	\$21,677.76	N/A	\$21,677.76
2. Fringe Benefits	\$6,277.24	N/A	\$6,277.24
3. Travel	N/A	N/A	N/A
4. Equipment	N/A	N/A	N/A
5. Supplies	N/A	N/A	N/A
6. Contractual Services	N/A	N/A	N/A
7. Consultant (Professional Services)	N/A	N/A	N/A
8. Construction	N/A	N/A	N/A
9. Occupancy (Rent and Utilities)	N/A	N/A	N/A
10. Research and Development (R & D)	N/A	N/A	N/A
11. Telecommunications	N/A	N/A	N/A
12. Training and Education	N/A	N/A	N/A
13. Direct Administrative Costs	N/A	N/A	N/A
14. Other or Miscellaneous Costs	N/A	N/A	N/A
15. GRANT EXCLUSIVE LINE ITEM(S)	\$61,965.00	N/A	\$61,965.00
16. Total Direct Costs (add lines 1-15) (200.413)	\$89,920.00	N/A	\$89,920.00
17. Indirect Cost	N/A	N/A	N/A
State Request	\$89,920.00		
Non-State Amount		N/A	
TOTAL PROJECT COSTS			\$89,920.00



Care Center Resolution

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

File #: HS-R-0016-24

Agenda Date: 8/6/2024

Agenda #: 7.A.

APPROVAL OF AN AGREEMENT
BETWEEN THE COUNTY OF DUPAGE AND THE COLLEGE OF DUPAGE
FOR THE ESTABLISHMENT OF A LEARNING SITE
AT THE DUPAGE CARE CENTER

WHEREAS, DuPage County has established and maintains the DuPage Care Center, a skilled nursing facility that serves the long-term needs of DuPage County residents who suffer from debilitating illness and injuries, and also provides for short-term rehabilitation care; and

WHEREAS, the College of DuPage offers practical learning and clinical experiences to students studying in the Nursing and Healthcare fields to provide learning opportunities for students; and

WHEREAS, the College of DuPage and DuPage County acknowledge a public responsibility to contribute to education in health careers for the benefit of students and for the community; and

WHEREAS, the College of DuPage has established programs in Nursing and Healthcare careers which require the use of care and educational facilities for practical experience; and

WHEREAS, the DuPage Care Center has clinical facilities suitable for the education of Nursing and Healthcare students; and

WHEREAS, it is in the mutual benefit of DuPage County and the College of DuPage that students have opportunities for practical experience.

NOW THEREFORE, BE IT RESOLVED, that the DuPage County Board has approved the attached Agreement between the County of DuPage and the College of DuPage for the Establishment of a Learning Site at the DuPage Care Center.

Enacted and approved this 13th day of August, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

**AFFILIATION AGREEMENT
BETWEEN
COLLEGE OF DUPAGE
AND
DUPAGE CARE CENTER**

THIS AGREEMENT (the “**Agreement**”) by and between the **COUNTY OF DUPAGE**, Illinois, a body corporate and politic, acting by and through its **DUPAGE CARE CENTER** located in Wheaton, Illinois (“the Facility”) and **College of DuPage, Community College District No. 502, Counties of DuPage, Cook and Will, and State of Illinois** (“the School”).

WHEREAS, the School desires to utilize various Facility sites (Exhibit A) that may be available for the purpose of providing practical learning and clinical experiences as listed in Exhibit B in connection with students of the School.

NOW, THEREFORE, it is understood and agreed upon by the parties hereto as follows:

A. SCHOOL RESPONSIBILITIES:

1. Provision of foundational curriculum to students. The School shall have the total responsibility for planning and determining the adequacy of the practical learning and clinical educational experience of students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the School’s curriculum.

2. Insurance.

A. Student professional and general liability insurance.

(i) Other Colleges and Universities

School shall (a) maintain professional liability insurance, which may be self-insured, covering students, or (b) require students participating in the practicum to maintain a personal student professional liability insurance policy. Such policy shall have limits for professional liability insurance of not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate; and general liability coverage of at least One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) in the aggregate covering the acts of such student while participating in the program. Such insurance coverage must be placed with an insurance carrier acceptable to the Facility. School shall provide proof of coverage to the Facility by providing certificates of insurance evidencing coverage prior to student participation in the practical learning and clinical educational experience. In the event

required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

(ii) State Colleges and Universities located in Illinois

If the School is a state college or university located within Illinois, the School shall (a) maintain professional liability insurance, which may be self-insured, covering students, or (b) require students participating in the practical learning and clinical educational experience to maintain a personal student professional liability insurance policy. Such professional liability insurance policy shall have limits of not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate covering the acts of such student while participating in the program at the Facility. School shall provide proof of coverage to the Facility by providing certificates of insurance evidencing coverage prior to student participation in the practical learning and clinical educational experience.

(a) Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.

(b) In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

B. Student Health Insurance. School shall require students participating in the practical learning and clinical educational experience to maintain comprehensive health insurance. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

C. Facility Insurance. Facility shall maintain during this Agreement professional liability insurance in amounts not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate, and general liability insurance in amounts not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) in the aggregate. Further, Facility shall maintain workers compensation insurance in amounts not less than that required by statute. Facility may be self-insured.

3. Designation of liaison to Facility; communications relating to clinical placements. The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken by the students participating in the practical learning and clinical experience will be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by email, letter, or telephone in other instances.

The School shall notify the Facility in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the Facility.

4. Evidence of student certifications, vaccinations, etc. Prior to any Student participation in the program, and as required by the facility, the School shall provide evidence that each student has met all requirements, which may include, but are not limited to, CPR certification, proof of absence of TB, hepatitis B vaccination, Tdap vaccination, annual flu vaccination, and OSHA compliance for prevention of transmission of blood borne pathogens and TB and general HIPAA training. Facility may update these requirements upon written notice to School. Any student not meeting applicable requirements shall not be eligible to participate in a clinical rotation.

5. Criminal background check and drug screen compliance. Where applicable, a criminal background check and a drug screen, as required by and acceptable to the Facility, are required of each placed student prior to participation in the practical learning and clinical educational experience. It is the School's responsibility to ensure that the background check and drug screening have been completed and that students with unacceptable results will not participate at sites where students with such results are forbidden by Facility's policy.

6. School notices to students. The School shall notify each student prior to his/her arrival at the Facility that he/she is required to:

- (a) Follow the administrative policies, standards, and practices of the Facility.
- (b) Obtain medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Facility.
- (c) Provide his/her own transportation and living arrangements.
- (d) Report to the Facility on time and follow all established regulations during the regularly scheduled operating hours of the Facility.
- (e) Conform to the standards and practices established by the School while functioning at the Facility.
- (f) Obtain prior written approval of the Facility and the School before publishing any material relating to the practical learning and clinical educational experience.
- (g) Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and the applicable standards of relevant accrediting or regulatory bodies.

7. Accreditation. As required by Facility, School represents that it is and, for the term of this Agreement, will be (a) approved by the Illinois Board of Higher Education, or similar body for the state in which the School is located, and (b) accredited by an accrediting body that is recognized by Council for Higher Education Accreditation or the U.S. Department of Education. School will provide Facility with copies of all accreditations upon request. In the event accreditation is lost, suspended, or otherwise

restricted, School shall notify Facility, in writing, within three (3) business days. Facility may, at its sole discretion, suspend or terminate this Agreement if School fails to maintain its accreditation.

B. FACILITY RESPONSIBILITIES:

1. **Provision of facilities for supervised clinical experiences.** Subject to the ability of Facility to accommodate School's request, which Facility shall determine in its sole discretion, the Facility agrees to make the appropriate facilities available to the School in order to provide supervised practical learning and clinical educational experiences to students. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to customary Facility procedures. Facility shall provide faculty and students with an orientation to Facility, including HIPAA training.
2. **Facility rules applicable to students during clinical assignments.** Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of practical learning and clinical educational experience, students will be subject to all rules and regulations of the Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility.
3. **Patient care.** While at the Facility, students are not to replace the Facility staff, and are not to render service except as identified for educational value and delineated in the jointly planned practical learning and clinical educational experiences. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of the Facility. The Facility shall at all times remain responsible for patient care.
4. **Emergency treatment of students.** Emergency outpatient treatment will be available to students while in the hospital for practical learning and clinical educational experience in case of accident or illness. In case of emergency at a non-hospital site, standard procedure will be followed. It is the student's responsibility to bear the cost of the emergency treatment.
5. **Designation of liaison to School; communications relating to practical learning and clinical educational experiences.** The Facility shall designate a liaison responsible for coordinating the practical learning and clinical educational experience. That person shall maintain contact with the School's designated liaison person to assure mutual participation in and surveillance of the practical learning and clinical educational experience. The Facility shall notify the School in writing of any change or proposed change of the person(s) responsible for coordinating the practical learning and clinical educational experience.

6. Identity and credentials of Facility supervising personnel. The Facility shall designate and submit in writing to the School, the name and professional and academic credentials of the individual(s) overseeing student(s) experiences.

7. School tour of Facility. The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to practical learning and clinical educational experiences, by representatives of the School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum up to a maximum of two (2) times per calendar year.

8. Provision of relevant Facility policies. The Facility shall provide the student(s) and the School the Facility's administrative policies, standards and practices relevant to the practical learning and clinical educational experience.

9. FERPA compliance. The Facility shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School's students who train at the Facility pursuant to this agreement.

C. OTHER RESPONSIBILITIES:

1. Compliance with patient privacy laws. The School agrees to abide by and require that its faculty and students abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). Students shall be required to comply with the Facility's policies and procedures regarding the confidentiality of patient information and the use of all such information. The parties will notify one another if there are known breaches of this confidentiality. Further, School shall require that students and faculty de-identify all documents created and/or utilized for educational purposes outside of Facility. This shall include, at a minimum, removal of patient name, date of birth, address, medical record number, insurance information, social security number and other personal information that could be used to identify a patient. For purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, collectively "HIPAA"), certain changes implemented to HIPAA through the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5 and its existing and future implementing regulations, collectively "HITECH"), HIPAA Omnibus Rule of 2013, and any other applicable Federal and State laws and regulations regarding the use, receipt, maintenance, storage, transmission, and/or disclosure of PHI to Business Associates, School and Facility acknowledge that students are part of the Facility's "workforce" as defined by HIPAA privacy Regulations at 43 C.F.R. 160.103, and as such, no Business Associate agreement is required between the School and Facility. The Facility will provide necessary training to students and students

will be expected to comply with all applicable laws and regulations and any other confidentiality requirements of the Facility.

2. Determination of instructional period. The course of the practical learning and clinical educational experience will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.

3. Determination of number of participating students. The number of students eligible to participate in the practical learning and clinical educational experience will be determined and may be changed by mutual agreement of the parties. Notwithstanding the foregoing, the Facility and the School agree and understand that the availability of practical learning and clinical educational experiences at Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, Facility may reduce the number of students eligible to participate in the practical learning and clinical educational experience with prior notice to the School and adequate time for the School to reassign the student(s) to another clinical site. The Facility agrees further to accommodate students of the School who are similarly displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility. At all times, it will be the Facility's sole discretion as to whether additional participants will be considered.

4. Evaluation of students' clinical experiences. Evaluation of the practical learning and clinical educational experiences of the students will be accomplished jointly by the School and the Facility. Appropriate School and the Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current practical learning and clinical educational experiences offered to students.

5. Removal of students.

(a) The School has the right to remove a student from a practical learning and clinical educational experience. The School shall notify the Facility of such removal in writing.

(b) The Facility may immediately remove any student participating in a practical learning and clinical educational experience from the Facility's premises for behavior that the Facility deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. In such event, the Facility shall notify the School in writing of its actions and the reasons for its actions as soon as practicable. If the Facility desires to remove a student for any other reason, it shall notify the School in writing of the reasons for the removal and shall consult with the School before removing the student.

D. TERM OF AGREEMENT:

The term of this Agreement shall be for one (1) year commencing with the day on which the last party to sign has executed this Agreement. The term hereof shall be continued

for additional terms of one year each, for a period not to exceed five (5) years, unless either party to this Agreement shall notify the other in writing of its intention not to renew this Agreement, provided that such notice shall be given at least thirty (30) calendar days prior to the anniversary of the Agreement (or of any renewal term thereof). Either party may terminate this Agreement at any time, with or without cause. In the event that this Agreement is not renewed for a subsequent term, students who are participating in the practical learning and clinical educational experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

E. ADDITIONAL TERMS:

1. **Stipulations as to liability.** Subject to applicable state law, neither party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other party. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
2. **Qualifications of School faculty.** The School represents that relevant faculty members are appropriately qualified, certified and/or licensed. The School will provide the Facility with copies of evidence of qualifications, certifications or licensures, upon request.
3. **Assignment of Agreement.** This Agreement may not be assigned without the prior written consent of the other party, which will not be unreasonably withheld.
4. **Excluded Providers.** Each party represents that neither it nor any of its employees and agents is excluded as a provider under Medicare or Medicaid or under any other federal or state health care program.
5. **Severability.** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue to be valid and enforceable to the fullest extent permitted by law.
6. **Non-Discrimination.** The parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex (including sexual harassment, sexual assault, domestic violence, dating violence, and stalking), national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, pregnancy, gender identity and expression, disability, genetic information, sexual orientation or physical or mental disability in the employment,

training, or promotion of students or personnel engaged in the performance of this Agreement. At their sole discretion, the Facility may allow the School to investigate any complaints of discrimination or harassment made by participating students arising out of this Agreement, which may include contact with employees at the Facility. However, the School will not, under any circumstances, contact patients or request access to patient information.

7. Employment status. No student, School employee or agent of School under this Agreement shall in any way be considered an employee or agent of the Facility nor shall any such student, School employee or agent be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the Facility.

8. Notice to Parties. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either party may request, in the case of the School, by notifying the Facility, and in the case of the Facility, by notifying the School:

If to the Facility:

DuPage Care Center
400 N. County Farm Road
Wheaton, IL 60187
Attention: Lorraine Schoen
Email: Lorraine.schoen@dupageco.org
Telephone: (630) 665-6400
Facsimile: (630) 784-4203

With a Copy to:

Facility Legal Counsel at:
DuPage County State's Attorney's Office
503 N. County Farm Road
Wheaton, IL 60187
Attention: Civil Division
Facsimile: (630) 407-8200

If to the School:

College of DuPage
425 Fawell Blvd.
Glen Ellyn, IL 60137
Attention: Interim Vice President, Administrative Affairs

Facsimile: (630) 942-2191
Program in: Associate Degree Nursing
Nursing Assistant
Nursing Preceptorship

With a Copy to:

The School Legal Counsel at:

Attention: _____

Facsimile: () _____

or to such other addresses as the parties may specify in writing from time to time.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

11. No Third-Party Beneficiaries. This Agreement shall inure exclusively to the benefit of and be binding upon the parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

12. Agreement binding on parties successors and assigns. This Agreement shall be binding upon the School and the Facility, their successors, employees, agents and assigns, during the initial term of this Agreement and any extensions thereof.

13. Captions for reference only. The captions contained in this Agreement are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its provisions.

14. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all on the day and year first set forth above.

For and on behalf of:

DuPage Care Center

College of DuPage
Community College District No. 502
Counties of DuPage, Cook, and Will,
And State of Illinois

Signature on File

Printed Name: Deborah A. Conroy

Printed Name: Magdalena Ogrodny

Title: DuPage County Board Chair

Title: Director, Business Services

Date:

Date: 07/17/2024

Administrator

Program: Associate Degree Nursing
Nursing Assistant
Nursing Preceptorship

Facility: DuPage Care Center

Signature on File

Signature on File

Printed Name: Janelle Chadwick, CRT, LNHA

Printed Name: Dr. Jared Deane

Title: Administrator, DuPage Care Center

Title: Dean, Nursing and Health Sciences

Date:

7/26/24

Date: 7/16/2024

EXHIBIT A

DuPage Care Center
400 N. County Farm Road
Wheaton, IL 60187

EXHIBIT B

Associates Degree Nursing
Nursing Assistant
Nursing Preceptorship



Care Center Requisition \$30,000 and Over

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

File #: HS-P-0028-24

Agenda Date: 8/6/2024

Agenda #: 7.B.

AWARDING RESOLUTION
ISSUED TO COOK’S DIRECT, INC.
FOR ICE AND WATER DISPENSERS
FOR THE DUPAGE CARE CENTER
(CONTRACT TOTAL AMOUNT \$51,845.52)

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

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement for ice and water dispensers; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and Sourcewell, the County of DuPage will contract with Cook’s Direct, Inc.; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to Cook’s Direct, Inc., for ice and water dispensers, for the period of August 14, 2024 through November 30, 2024, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for ice and water dispensers, for the period of August 14, 2024 through November 30, 2024, for the DuPage Care Center, be, and it is hereby approved for issuance of a contract by the Procurement Division to Cook’s Direct, Inc., 27725 Diehl Road, Warrenville, Illinois 60555, for a contract total amount not to exceed \$51,845.52, per contract pursuant to the Sourcewell Cooperative Contract #063022.

Enacted and approved 13th day of August, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-2022	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$51,845.52
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 08/06/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$51,845.52
	CURRENT TERM TOTAL COST: \$51,845.52	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Cook's Direct, Inc.	VENDOR #: 34581	DEPT: DuPage Care Center	DEPT CONTACT NAME: Administration
VENDOR CONTACT: Tom Jensen	VENDOR CONTACT PHONE: 630-821-6300	DEPT CONTACT PHONE #: 630-784-4208	DEPT CONTACT EMAIL: christine.kliebhan@dupagecounty.gov
VENDOR CONTACT EMAIL:	VENDOR WEBSITE:	DEPT REQ #: 7462	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Replacement Hoshizaki Ice and Water Dispensers for the DuPage Care Center Units, for the period August 14, 2024 through November 30, 2024, for a total contract amount not to exceed \$51,845.52, per Cooperative Contract with Sourcwell, contract #063022.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Replacement Ice and Water Machines. Current Machines were purchased in 2010 or prior and repairs are becoming more frequent and costly. Ice is used for a multitude of patient care applications including hydration, wound care, and physical therapy. The cubelit ice makes it easier to swallow as it is soft and chewable, making it easier for the patient.

SECTION 2: DECISION MEMO REQUIREMENTS

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

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

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

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. Quality of Life
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Approve contract for replacement Hoshizaki Ice and Water Dispensers for the DuPage Care Center Units, per Cooperative Contract with Sourcwell, contract #063022, for the period of August 14, 2024 through November 30, 2024. 2) Do not approve contract or replacement Hoshizaki Ice and Water Dispensers for the DuPage Care Center Units, per Cooperative Contract with Sourcwell, contract #063022, for the period of August 14, 2024 through November 30, 2024., however, DPCC needs to have access to cold water and ice for the residents, for hydration needs.

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: Cook's Direct, Inc.	Vendor#: 34581	Dept: DuPage Care Center	Division: Administration
Attn: Tom Jensen	Email:	Attn: Christine Kliebhan	Email: christine.kliebhan@dupagecounty.gov
Address: 27725 Diehl Road	City: Warrenville	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60555	State: IL	Zip: 60187
Phone: 630-821-6300	Fax:	Phone: 630-784-4208	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Cook's Direct, Inc.	Vendor#: 34581	Dept: DuPage Care Center	Division: Administration
Attn: Tom Jensen	Email:	Attn:	Email: christine.kliebhan@dupagecounty.gov
Address: 27725 Diehl Road	City: Warrenville	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60555	State: IL	Zip: 60187
Phone: 630-821-6300	Fax:	Phone: 630-784-4208	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): August 14, 2024	Contract End Date (PO25): November 30, 2024

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	8	EA	DCM-271BAH-OS	Hoshizaki Ice & water Dispensers, legs package, filtration system	FY24	1200	2040	54110		6,480.69	51,845.52
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 51,845.52

Comments

HEADER COMMENTS	Provide comments for P020 and P025. Replacement Hoshizaki Ice and Water Dispensers for the DuPage Care Center Units, per Cooperative Contract with Sourcewell, contract #063022.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. August 6, 2024 Human Services Committee August 13, 2024 County Board
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

COOK'S

Quote

07/01/2024

To:
DuPage Co-Ice Makers

From :
Cook's Correctional
Tom Jensen
Warrenville, IL 60555
630-821-6300
800-956-5571 116 (Contact)

Project Code: 28896

Job Reference Number: 60187-12

Item	Qty	Description	Net	Net Total
1	8 ea	ICE & WATER DISPENSER Hoshizaki Model No. DCM-271BAH-OS Opti-Serve Ice Maker/Water Dispenser, Cubelet-Style, air-cooled, self-contained condenser, production capacity up to 257 lb/24 hours at 70°/50° (196 lb AHRI certified at 90°/70°), 10 lb built-in storage capacity, counter model, touchless LED sensor, 10-1/4" cup clearance, protected with H-GUARD Plus Antimicrobial Agent, R-404A refrigerant, 4" legs, 115v/60/1-ph, 8.5 amps, cord & NEMA 5-15P, NSF, UL, ADA Compliant Dimensions 31.75(h) x 16.63(w) x 24.25(d)	\$5,180.49	\$41,443.92
	8 ea	Warranty: 3-Year parts & labor on entire machine		
	8 ea	Warranty: 5-Year parts on compressor, air-cooled condenser		
	8 ea	SD-271 Equipment Stand, for icemaker/dispensers, cabinet base with locking door, stainless steel, corrosion resistant exterior, with flat top, with painted flanged legs, for use with Model #DCM-271 (-OS)	\$887.36	\$7,098.88
	8 ea	Warranty: 5 year parts & labor warranty for stand		
	8 pk	LP-4 LEG Leg Package, (4) x 4" stainless steel legs	\$142.36	\$1,138.88
	8 ea	H9320-51 Water Filtration System, single configuration, 18.4" H (manifold & cartridge)	\$270.48	\$2,163.84
	8 ea	Warranty: 1-Year on entire water filtration system & replaceable elements, standard Weight: 1912 lbs total		
			ITEM TOTAL:	\$51,845.52
			Subtotal	\$51,845.52
			Total	\$51,845.52

Prices Good Until: 07/27/2024

Thank You for the opportunity!
Quote Approval

Initial: _____
Page 1 of 3

By affixing their signature to this document, the undersigned hereby affirms the accuracy of the provided information. The signee acknowledges that all utilities and dimensions specified are compatible with the operational requirements at the designated facility. Furthermore, it is confirmed that the listed equipment is suitable for passage through doorways, hallways, and vestibules from the receiving area to the kitchen.

In the event of equipment returns attributable to inaccuracies in utilities or measurements, the signee acknowledges the imposition of a manufacturer restocking fee, in addition to the applicable return shipping charges.

Receiving Policy and Guidelines:

Prior to signing for the delivery, it is crucial to thoroughly inspect and count all cartons. Note any shortages, damages, or problems on the delivery receipt. In case of visible damage, refuse damaged boxes by checking for crushed corners, wetness, or punctures. If the delivery includes equipment, inspect all parts before signing.

If a full inspection is not possible, please make a note on the bill of lading that you will inspect at a later time (within 24 hours of receipt).

For refused shipments, the customer is responsible for full freight charges and applicable fees in both directions, unless the refusal is due to shipment damage or a shipping error made by CooksDirect.com.

Most items are eligible for return within a 30-day period from the customer's receipt of the shipment. Depending on the manufacturer, a restocking fee of 15% to 50% may be applicable. Return freight charges may also apply based on the manufacturer's policy. For inquiries regarding specific return policies for a particular manufacturer or product, kindly reach out to our Customer Service team at 1-866-506-3048 or via email at customerservice@cooksdirect.com.

Please review the following criteria for returning an order:

1. Returned items must be unused, undamaged, and returned intact with original materials.
2. Special ordered or custom items cannot be returned.

Returns must be initiated within the first 30 days of receipt. Orders exceeding the 30-day return window are not eligible for returns through Cook's Direct. For product issues, please contact the manufacturer, as most large equipment is covered by a 1-year warranty.

Shipping & Delivery Information:

To ensure your order is processed in a timely manner please provide the following information along with your signature:

Delivery Address

Contact Name:

Phone Number:

Receiving Hours:

Receiving Dock Onsite (Y/N):

(If there is no dock onsite, additional fees for lift gate service may apply)

Forklift Onsite (Y/N):

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$51,845.52

Cook's Direct

Food service equipment, small wares and supplies

#063022-COK

Maturity Date: 8/3/2026

Website: cooksdirect.com/sourcewell 

Products & Services 

Products & Services

Sourcewell contract 063022-COK gives access to the following types of goods and services:

- Food service equipment
- Kitchen supplies
- Food storage supplies
- Meal serving supplies
- Meal delivery equipment
- Cooking equipment
- Warewashing equipment
- Food preparation equipment
- Refrigerators & freezers
- Correctional kitchen supplies

Additional information can be found on the vendor-provided, nongovernment website at: cooksdirect.com/sourcewell

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Register for an account

Simply complete the online application or contact the Client Relations team at service@sourcewell-mn.gov or 877-585-9706.

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Solicitation Number: RFP #063022

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Cook's Direct Inc., 27725 Diehl Road, Warrenville, IL 60555 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Commercial Kitchen Equipment with Related Supplies and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 3, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell’s cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity’s authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity’s use of this Contract is at the Participating Entity’s sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier’s employees may be required to perform work at government-owned facilities, including schools. Supplier’s employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier’s acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity’s requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity’s order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys’ fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell’s responsibility will be governed by the State of Minnesota’s Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell’s relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier’s trademarks in advertising and promotional materials for the purpose of marketing Supplier’s relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier’s professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier’s security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier’s commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FFMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Cook's Direct Inc.

DocuSigned by:
Signature on File
By: CF0D2A130D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/29/2022 | 12:56 PM CDT

DocuSigned by:
Signature on File
By: 414DC065542E414...
Teri Teclaw
Title: Contracts Manager
Date: 8/24/2022 | 2:22 PM CDT

Approved:

DocuSigned by:
Signature on File
By: 7E42B8F817A84CC...
Chad Coquette
Title: Executive Director/CEO
Date: 8/24/2022 | 2:48 PM CDT



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: 7/24/24

Bid/Contract/PO #:

Company Name: <u>COOK'S DIRECT INC</u>	Company Contact: <u>BRIAN REYNOLDS</u>
Contact Phone: <u>630 821 6300</u>	Contact Email: <u>ARB@COOKSDIRECT.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.

Authorized Signature: 

Printed Name: BRIAN REYNOLDS

Title: CREDIT + COLLECTIONS

Date: 7/24/24

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



Care Center Requisition \$30,000 and Over

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

File #: HS-P-0029-24

Agenda Date: 8/6/2024

Agenda #: 7.C.

AWARDING RESOLUTION ISSUED TO
LAKESHORE DAIRY, INCORPORATED
FOR FLUID DAIRY
FOR THE DUPAGE CARE CENTER RESIDENTS, CAFETERIAS
AND CAFES LOCATED ON COUNTY CAMPUS
(CONTRACT TOTAL AMOUNT \$83,000.00)

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

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to Lakeshore Dairy, Inc., for fluid dairy, for the period of September 1, 2024 through August 31, 2025, for the DuPage Care Center residents, cafeterias and cafes located on County Campus.

NOW, THEREFORE BE IT RESOLVED, that said contract is for fluid dairy, for the period of September 1, 2024 through August 31, 2025, for the DuPage Care Center residents, cafeterias and cafes located on County Campus, be, and it is hereby approved for issuance of a contract by the Procurement Division to Lakeshore Dairy, Inc., 985 Marshall Drive, Des Plaines, Illinois 60016, for a contract total amount not to exceed \$83,000.00, under bid renewal #22-062-DCC.

Enacted and approved this 13th day of August, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-1994	RFP, BID, QUOTE OR RENEWAL #: 22-062-DCC	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$116,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 08/06/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$365,000.00
	CURRENT TERM TOTAL COST: \$83,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Lakeshore Dairy, Inc.	VENDOR #: 20685	DEPT: DuPage Care Center	DEPT CONTACT NAME: Mario Plata
VENDOR CONTACT: Patrick Izzo	VENDOR CONTACT PHONE: 773-447-0044	DEPT CONTACT PHONE #: 630-784-4416	DEPT CONTACT EMAIL: Mario.plata@dupagecounty.gov
VENDOR CONTACT EMAIL: lakeshouremilk@gmail.com	VENDOR WEBSITE:	DEPT REQ #: 7461	
<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.). Fluid dairy for the DuPage Care Center residents, cafeteria and cafes' located in the JTK Administration Building and Judicial Office Facility for the period September 1, 2024 through August 31, 2025, for a contract not to exceed \$83,000.00, under bid renewal #22-062-DCC, second of three one-year optional renewals.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Fluid dairy items are required to provide well balanced meals that meet nutritional requirements and IDPH regulations.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Lakeshore Dairy, Inc.	Vendor#: 20685	Dept: DuPage Care Center	Division: Dining Services
Attn: Patrick Izzo	Email: lakeshoremilk@gmail.com	Attn: Mario Plata	Email: mario.plata@dupagecounty.gov
Address: 985 Marshall Drive	City: Des Plaines	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60016	State: IL	Zip: 60187
Phone: 773-447-0044	Fax:	Phone: 630-784-4416	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Lakeshore Dairy, Inc.	Vendor#: 20685	Dept: DuPage Care Center	Division: Dining Services
Attn: Patrick Izzo	Email: lakeshoremilk@gmail.com	Attn: Mario Plata	Email: mario.plata@dupagecounty.gov
Address: 985 Marshall Drive	City: Des Plaines	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60016	State: IL	Zip: 60187
Phone: 773-447-0044	Fax:	Phone: 630-784-4416	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): September 1, 2024	Contract End Date (PO25): August 31, 2025

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		fluid dairy	FY24	1200	2025	52210		19,000.00	19,000.00
2	1	EA		fluid dairy	FY24	1200	2100	52210		1,000.00	1,000.00
3	1	EA		fluid dairy	FY25	1200	2025	52210		60,000.00	60,000.00
4	1	EA		fluid dairy	FY25	1200	2100	52210		3,000.00	3,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 83,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Fluid dairy for the DuPage Care Center residents, cafeteria and cafes' located in the JTK Administration Building and Judicial Office Facility for the period September 1, 2024 through August 31, 2025, for a contract not to exceed \$83,000.00, under bid renewal #22-062-DCC, second of three one-year optional renewals.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. August 6, 2024 Human Services Committee August 13, 2024 County Board
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Lakeshore Dairy, Inc. located at 8424 W. 47th Street Lyons, IL 60543, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-062-DCC which became effective on 9/01/2022 and which will expire 8/31/2024. The contract is subject to a second of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 8/31/2025.

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

CONTRACTOR

THE COUNTY OF DUPAGE

Signature on File

SIGNATURE

Patrick Izzo

PRINTED NAME

President - Lakeshore Dairy

PRINTED TITLE

DATE

06/14/24

SIGNATURE

Henry Kocker

PRINTED NAME

Buyer I

PRINTED TITLE

DATE



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 FURNISH AND DELIVER FLUID DAIRY 22-062-DCC
 BID TABULATION

✓

				Lakeshore Dairy, INC.		Clover Leaf Farms Distributors LLC	
SECTION 1 - MARK-UP PERCENTAGE							
NO.	ITEM			Percentage Adjustment (+/-) off List Price		Percentage Adjustment (+/-) off List Price	
1	Percentage Adjustment (+/-) off List Price			0.00%		+10.00%	
SECTION 2 - FLUID- DAIRY							
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
February 2022 Unit Pricing							
2	Whole Milk	8 oz.	2,400	\$ 0.30	\$ 722.40	\$ 0.32	\$ 758.40
3	2% Milk	GAL	68	\$ 4.03	\$ 274.04	\$ 3.88	\$ 263.75
4	2% Milk	8 oz.	6,800	\$ 0.27	\$ 1,829.20	\$ 0.28	\$ 1,926.44
5	2% plastic	PT	468	\$ 0.66	\$ 308.88	\$ 0.96	\$ 448.86
6	Skim Milk	GAL	72	\$ 3.42	\$ 246.24	\$ 3.44	\$ 247.44
7	Skim Milk	8 oz.	5,400	\$ 0.25	\$ 1,344.60	\$ 0.27	\$ 1,472.58
8	Chocolate 1%	PT	468	\$ 0.66	\$ 308.88	\$ 1.05	\$ 492.71
9	Chocolate Fat Free	8 oz.	3,000	\$ 0.27	\$ 795.00	\$ 0.28	\$ 850.50
10	Half & Half	QT	688	\$ 2.09	\$ 1,437.92	\$ 2.97	\$ 2,046.04
11	Lactaid 1% 8 oz. 12 per CS	CS	140	\$ 7.08	\$ 991.20	\$ 7.44	\$ 1,041.60
12	Lactaid 1% 1/2 GAL 8 per CS	CS	40	\$ 34.25	\$ 1,370.00	\$ 28.02	\$ 1,120.90
March 2022 Unit Pricing							
13	Whole Milk	8 oz.	2,400	\$ 0.31	\$ 744.00	\$ 0.32	\$ 773.76
14	2% Milk	GAL	68	\$ 4.13	\$ 280.84	\$ 3.96	\$ 269.04
15	2% Milk	8 oz.	6,800	\$ 0.28	\$ 1,870.00	\$ 0.29	\$ 1,959.76
16	2% plastic	PT	468	\$ 0.67	\$ 313.56	\$ 0.97	\$ 453.40
17	Skim Milk	GAL	72	\$ 3.52	\$ 253.44	\$ 3.48	\$ 250.51
18	Skim Milk	8 oz.	5,400	\$ 0.26	\$ 1,377.00	\$ 0.28	\$ 1,487.16



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 FURNISH AND DELIVER FLUID DAIRY 22-062-DCC
 BID TABULATION



				Lakeshore Dairy, INC.		Clover Leaf Farms Distributors LLC	
19	Chocolate 1%	PT	468	\$ 0.67	\$ 313.56	\$ 1.07	\$ 498.65
20	Chocolate Fat Free	8 oz.	3,000	\$ 0.27	\$ 813.00	\$ 0.29	\$ 858.60
21	Half & Half	QT	688	\$ 2.09	\$ 1,437.92	\$ 3.00	\$ 2,066.68
22	Lactaid 1% 8 oz. 12 per CS	CS	140	\$ 7.08	\$ 991.20	\$ 7.54	\$ 1,055.04
23	Lactaid 1% 1/2 GAL 8 per CS	CS	40	\$ 34.25	\$ 1,370.00	\$ 28.26	\$ 1,130.21
April 2022 Unit Pricing							
24	Whole Milk	8 oz.	2,400	\$ 0.32	\$ 758.40	\$ 0.33	\$ 793.68
25	2% Milk	GAL	68	\$ 4.23	\$ 287.64	\$ 4.13	\$ 280.98
26	2% Milk	8 oz.	6,800	\$ 0.28	\$ 1,910.80	\$ 0.29	\$ 2,004.64
27	2% plastic	PT	468	\$ 0.68	\$ 318.24	\$ 0.99	\$ 463.69
28	Skim Milk	GAL	72	\$ 3.62	\$ 260.64	\$ 3.64	\$ 261.89
29	Skim Milk	8 oz.	5,400	\$ 0.26	\$ 1,409.40	\$ 0.28	\$ 1,521.72
30	Chocolate 1%	PT	468	\$ 0.68	\$ 318.24	\$ 1.09	\$ 509.65
31	Chocolate Fat Free	8 oz.	3,000	\$ 0.28	\$ 831.00	\$ 0.29	\$ 879.30
32	Half & Half	QT	688	\$ 2.14	\$ 1,472.32	\$ 3.06	\$ 2,107.21
33	Lactaid 1% 8 oz. 12 per CS	CS	140	\$ 7.08	\$ 991.20	\$ 7.69	\$ 1,076.38
34	Lactaid 1% 1/2 GAL 8 per CS	CS	40	\$ 34.25	\$ 1,370.00	\$ 29.64	\$ 1,185.70
GRAND TOTAL					\$ 29,320.76		\$ 32,556.86

NOTES

Bid Opening 08/02/22 @ 2:30 PM	NE, SJ
Invitations Sent	11
Total Vendors Requesting Documents	1
Total Bid Responses	2

**SECTION 9 - MANDATORY FORM
FURNISH AND DELIVER FLUID DAIRY PRODUCTS 22-062-DCC**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Lakeshore Dairy Inc.		
Main Business Address	1451 Bernard Dr.		
City, State, Zip Code	Addison, IL 60101		
Telephone Number	(630) 317-7096	Email Address	Lakeshoremilk@gmail.com
Bid Contact Person	Patrick Izzo		

The undersigned certifies that he is:

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

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

Patrick Izzo (President or Partner) _____ (Vice-President or Partner)
Stephanie Izzo (Secretary or Partner) _____ (Treasurer or Partner)

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

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

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

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

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

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

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

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

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Lakeshore Dairy Inc.	NAME	" "
CONTACT	Patrick Izzo	CONTACT	" "
ADDRESS	1451 Bernard Dr.	ADDRESS	" "
CITY ST ZIP	Addison, IL 60101	CITY ST ZIP	" "
TX	(630) 317-7096	TX	" "
FX	(630) 519-3643	FX	" "
EMAIL	lakeshoremilk@govnet.com	EMAIL	" "
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Care Center Attn: Mario Plata 400 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6193 EMAIL: mario.plata@dupageco.org		DuPage County Care Center 400 North County Farm Road Wheaton, IL 60187 TX: (630) 784-4416 EMAIL: mario.plata@dupageco.org	

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

REQUIRED FORMS TO BE COMPLETED, SIGNED AND RETURNED WITH BID

1. IRS FORM W-9

This form can be found attached, or at the following link: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

2. REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

This form can be found attached, or at the following link: <https://www.dupageco.org/Finance/Procurement/1316/>

3. JOINT PURCHASING AGREEMENT

This form can be found attached.

4. EMERGENCY PREPAREDNESS PLAN

The Emergency Preparedness Plan can be found attached.

SECTION 7 - BID FORM PRICING

Quantities listed are canvassing approximate monthly usage.

SECTION 1 - MARK-UP PERCENTAGE						
NO	ITEM	DISCOUNT % OFFERED				
1	Mark-up Percentage	20%				
SECTION 2 - FLUID DAIRY						
NO	ITEM	UOM	MANUFACTURE NO.	QTY	PRICE	EXTENDED PRICE
February 2022 Unit Pricing						
2	Whole Milk	8 oz.	26011	2,400	\$.301	\$ 722.40
3	2% Milk	GAL	257	68	\$ 4.03	\$ 274.00
4	2% Milk	8 oz.	26032	6,800	\$.269	\$ 1829.00
5	2% plastic	PT	22827	468	\$.66	\$ 308.88
6	Skim Milk	GAL	615	72	\$ 3.42	\$ 246.24
7	Skim Milk	8 oz.	26068	5,400	\$.241	\$ 1344.60
8	Chocolate 1%	PT	22805	468	\$.66	\$ 308.88
9	Chocolate Fat Free	8 oz.	26378	3,000	\$.265	\$ 795.00
10	Half & Half	QT	20113	688	\$ 2.09	\$ 1437.92
11	Lactaid 1% 8 oz. 12 per CS	CS	27033	140	\$ 7.08	\$ 991.20
12	Lactaid 1% 1/2 GAL 8 per CS	CS	10454	40	\$ 34.25	\$ 1370.00
March 2022 Unit Pricing						
13	Whole Milk	8 oz.	26011	2,400	\$.31	\$ 744
14	2% Milk	GAL	237	68	\$ 4.13	\$ 280.84
15	2% Milk	8 oz.	26032	6,800	\$.275	\$ 1870
16	2% plastic	PT	22827	468	\$.67	\$ 315.56
17	Skim Milk	GAL	615	72	\$ 3.53	\$ 255.14
18	Skim Milk	8 oz.	26068	5,400	\$.255	\$ 1377.00
19	Chocolate 1%	PT	22805	468	\$.67	\$ 315.56
20	Chocolate Fat Free	8 oz.	26378	3,000	\$.271	\$ 813
21	Half & Half	QT	20113	688	\$ 2.09	\$ 1437.92
22	Lactaid 1% 8 oz. 12 per CS	CS	27033	140	\$ 7.08	\$ 991.20
23	Lactaid 1% 1/2 GAL 8 per CS	CS	10454	40	\$ 34.25	\$ 1370
April 2022 Unit Pricing						
24	Whole Milk	8 oz.	26011	2,400	\$.316	\$ 758.40
25	2% Milk	GAL	237	68	\$ 4.23	\$ 287.64
26	2% Milk	8 oz.	26032	6,800	\$.281	\$ 1910.80
27	2% plastic	PT	22827	468	\$.68	\$ 318.24
28	Skim Milk	GAL	615	72	\$ 3.62	\$ 260.64
29	Skim Milk	8 oz.	26068	5,400	\$.261	\$ 1409.40
30	Chocolate 1%	PT	22805	468	\$.68	\$ 318.24
31	Chocolate Fat Free	8 oz.	26378	3,000	\$.277	\$ 831.00
32	Half & Half	QT	20113	688	\$ 2.14	\$ 1472.32
33	Lactaid 1% 8 oz. 12 per CS	CS	27033	140	\$ 7.08	\$ 991.20
34	Lactaid 1% 1/2 GAL 8 per CS	CS	10454	40	\$ 34.25	\$ 1370
GRAND TOTAL						\$ 29,320.76
GRAND TOTAL						
(In words) TWENTY Nine Thousand Three Hundred & twenty dollars and two seventy six cents.						



Required Vendor Ethics Disclosure Statement

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

Date: 6/14/24

Bid/Contract/PO #: 22-062-122

Company Name: <u>Lakeshore Dairy Inc.</u>	Company Contact: <u>Patrick Izzo</u>
Contact Phone: <u>(773) 447-0044</u>	Contact Email: <u>Lakeshore.milk@gnoca.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, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

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

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

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

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

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

Authorized Signature (Signature on File)

Printed Name Patrick Izzo

Title President / Lakeshore Dairy Inc.

Date 06-14-24

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (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-0030-24

Agenda Date: 8/6/2024

Agenda #: 7.D.

AWARDING RESOLUTION ISSUED TO
WAREHOUSE DIRECT
FOR HAND SOAP AND PERSONAL CARE ITEMS
FOR THE DUPAGE CARE CENTER
(CONTRACT TOTAL AMOUNT \$61,420.00)

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

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to Warehouse Direct, for hand soap and personal care items, for the period of September 1, 2024 through August 31, 2026, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract is for hand soap and personal care items, for the period of September 1, 2024 through August 31, 2026, for the DuPage Care Center, be, and it is hereby approved for issuance of a contract by the Procurement Division to Warehouse Direct, 2001 South Mount Prospect, Des Plaines, Illinois 60018, for a contract total amount not to exceed \$61,420.00, per lowest responsible bid #24-061-DCC.

Enacted and approved this 13th day of August, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-1995	RFP, BID, QUOTE OR RENEWAL #: 24-061-DCC	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$61,420.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 08/06/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$122,840.00
	CURRENT TERM TOTAL COST: \$61,420.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Warehouse Direct	VENDOR #: 10068	DEPT: DuPage Care Center	DEPT CONTACT NAME: Vinit Patel
VENDOR CONTACT: Steve hyde	VENDOR CONTACT PHONE: 847-631-7193	DEPT CONTACT PHONE #: 630-784-4273	DEPT CONTACT EMAIL: vinit.patel@dupagecounty.gov
VENDOR CONTACT EMAIL: stevehyde@waqrehousestirect.com	VENDOR WEBSITE:	DEPT REQ #: 7463	
<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.). Hand soap and personal care items for the DuPage Care Center, for a two-year period covering September 1, 2024 through August 31, 2026, for a contract total amount not to exceed \$61,420.00, per Bid #24-061-DCC.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished These products are necessary supplies in providing cleanliness and help stop the spreading of germs for the DuPage Care Center.			

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. LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Warehouse Direct	Vendor#: 10068	Dept: DuPage Care Center	Division: Housekeeping
Attn: Steve Hyde	Email: stevehyde@warehousedirect.com	Attn: Vinit Patel	Email: vinit.patel@dupagecounty.gov
Address: 2001 S. Mt. Prospect	City: Des Plaines	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60018	State: IL	Zip: 60187
Phone: 847-631-7193	Fax:	Phone: 630-784-4273	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Warehouse Direct	Vendor#: 10068	Dept: DuPage Care Center	Division: Housekeeping
Attn: Steve Hyde	Email: stevehyde@warehousedirect.com	Attn: Vinit Patel	Email: vinit.patel@dupagecounty.gov
Address: 2001 S. Mt. Prospect	City: Des Plaines	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60018	State: IL	Zip: 60187
Phone: 847-631-7193	Fax:	Phone: 630-784-4272	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): September 1, 2024	Contract End Date (PO25): August 31, 2026

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		hand soap and personal care items for the DuPage Care Center	FY24	1200	2035	52280		12,800.00	12,800.00
2	1	EA		hand soap and personal care items for the DuPage Care Center	FY25	1200	2035	52280		30,700.00	30,700.00
3	1	EA		hand soap and personal care items for the DuPage Care Center	FY26	1200	2035	52280		17,920.00	17,920.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 61,420.00

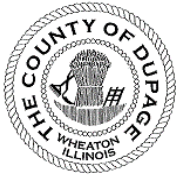
<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Hand soap and personal care items for the DuPage Care Center, for a two-year period covering September 1, 2024 through August 31, 2026, for a contract total amount not to exceed \$61,420.00, per Bid #24-061-DCC.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. August 6, 2024 Human Services August 13, 2024 County Board
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 HAND SOAP AND PERSONAL CARE ITEMS FOR CARE CENTER 24-061-DCC
 BID TABULATION

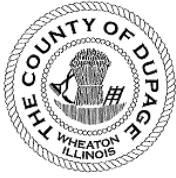


NO	ITEM	QTY	WAREHOUSE DIRECT		IMPERIAL DADE		THE STANDARD COMPANIES		MADOOV LOGISTICS & SUPPLIES, INC.	
			PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	#AZU1L - Azure Foam Hand Wash (Aero Blue) 6 – 1-liter Cartridges/Case	300	\$ 35.89	\$ 10,767.00	\$ 41.59	\$ 12,477.00	\$ 41.00	\$ 12,300.00	\$ 77.60	\$ 23,280.00
2	#74104 - Aquaress Hand & Body Shampoo 4 – 4-liter Cartridges/Case	100	\$ 63.24	\$ 6,324.00	NO BID		\$ 72.00	\$ 7,200.00	\$ 123.45	\$ 12,345.00
3	#40127 - Sbs – 40 Medicated Skin Cream 6 - 1-liter Cartridges/Case	50	\$ 68.08	\$ 3,404.00	\$ 78.88	\$ 3,944.00	\$ 77.00	\$ 3,850.00	\$ 120.85	\$ 6,042.50
4	#IFC1L -Alcohol-Based Hand Sanitizer (70% Alcohol) 6 – 1-liter Cartridges /Case	72	\$ 64.63	\$ 4,653.36	\$ 74.88	\$ 5,391.36	\$ 72.00	\$ 5,184.00	\$ 89.99	\$ 6,479.28
5	#AZU120TF - Azure Foam Hand Wash (Aero Blue) for Touch Free Dispenser 3 – 1200 ml Cartridges/Case	250	\$ 41.41	\$ 10,352.50	\$ 47.98	\$ 11,995.00	\$ 47.00	\$ 11,750.00	\$ 22.50	\$ 5,625.00
6	#IFC1TF - Instant Foam Alcohol-based Hand Sanitizer for Touch Free Dispenser 3 – 1200 ml Cartridges/Case	120	\$ 49.12	\$ 5,894.40	\$ 56.90	\$ 6,828.00	\$ 56.00	\$ 6,720.00	\$ 89.99	\$ 10,798.80
7	Estesol Hair & Body Wash 6-1 Liter/Case	700	\$ 27.47	\$ 19,229.00	\$ 31.83	\$ 22,281.00	\$ 35.00	\$ 24,500.00	\$ 56.55	\$ 39,585.00
GRAND TOTAL			\$ 60,624.26			\$ 62,916.36		\$ 71,504.00		\$ 104,155.58



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 HAND SOAP AND PERSONAL CARE ITEMS FOR CARE CENTER 24-061-DCC
 BID TABULATION

NO	ITEM	QTY	GARVEY'S OFFICE PRODUCTS		PACIFIC STAR CORPORATION		TOTAL FACILITY MAINTENANCE, INC.	
			PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	#AZU1L - Azure Foam Hand Wash (Aero Blue) 6 – 1-liter Cartridges/Case	300	\$ 53.70	\$ 16,110.00	\$ 71.02	\$ 21,306.00	\$ 76.52	\$ 22,956.00
2	#74104 - Aquaress Hand & Body Shampoo 4 – 4-liter Cartridges/Case	100	\$ 50.59	\$ 5,059.00	NO BID		\$ 110.51	\$ 11,051.00
3	#40127 - Sbs – 40 Medicated Skin Cream 6 - 1-liter Cartridges/Case	50	\$ 126.66	\$ 6,333.00	NO BID		NO BID	
4	#IFC1L -Alcohol-Based Hand Sanitizer (70% Alcohol) 6 – 1-liter Cartridges /Case	72	\$ 111.86	\$ 8,053.92	\$ 119.57	\$ 8,609.04	\$ 112.65	\$ 8,110.80
5	#AZU120TF - Azure Foam Hand Wash (Aero Blue) for Touch Free Dispenser 3 – 1200 ml Cartridges/Case	250	\$ 124.32	\$ 31,080.00	\$ 87.58	\$ 21,895.00	\$ 136.00	\$ 34,000.00
6	#IFC1TF - Instant Foam Alcohol-based Hand Sanitizer for Touch Free Dispenser 3 – 1200 ml Cartridges/Case	120	\$ 85.05	\$ 10,206.00	\$ 98.61	\$ 11,833.20	\$ 139.97	\$ 16,796.40
7	Estesol Hair & Body Wash 6-1 Liter/Case	700	\$ 50.59	\$ 35,413.00	\$ 72.10	\$ 50,470.00	\$ 57.96	\$ 40,572.00
GRAND TOTAL				\$ 112,254.92		\$ 114,113.24		\$ 133,486.20



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 HAND SOAP AND PERSONAL CARE ITEMS FOR CARE CENTER 24-061-DCC
 BID TABULATION

NOTES:

1. There are two (2) changes for Warehouse Direct bid tab:
 - a. Item 3 when multiplied out resulted in an adjusted Extended Price with a decrease of $(\$1,157.36) - (50 \times \$88.08) = 3,404.00$.
 - b. Total correction for Grand Total is \$60,624.26.
2. There are seven (7) changes for Imperial Dade bid tab:
 - a. Item 1 when multiplied out resulted in an adjusted Extended Price with an increase of $\$1.39 - (300 \times \$41.59) = \$12,477.00$.
 - b. Item 3 when multiplied out resulted in an adjusted Extended Price with a decrease of $(\$7,414.44) - (50 \times \$78.88) = \$3,944.00$.
 - c. Item 4 when multiplied out resulted in an adjusted Extended Price with an increase of $\$0.14 - (72 \times \$74.88) = \$5,391.36$.
 - d. Item 5 when multiplied out resulted in an adjusted Extended Price with an increase of $\$1.10 - (250 \times \$47.98) = \$11,995.00$.
 - e. Item 6 when multiplied out resulted in an adjusted Extended Price with a decrease of $(\$0.29) - (120 \times \$56.90) = \$6,828.00$.
 - f. Item 7 when multiplied out resulted in an adjusted Extended Price with an increase of $\$0.51 - (700 \times \$31.83) = \$22,281.00$.
 - g. Total correction for Grand Total is \$62,916.36.
3. There are two (2) changes for The Standard Companies bid tab:
 - a. Item 3 when multiplied out resulted in an adjusted Extended Price with a decrease of $(\$1,278.20) - (50 \times \$77.00) = \$3,850.00$.
 - b. Total correction for Grand Total is \$71,504.00.
4. There are two (2) changes for MADOOV Logistics & Supplies, Inc. bid tab:
 - a. Item 4 when multiplied out resulted in an adjusted Extended Price with an increase of $\$0.28 - (72 \times \$89.99) = \$6,479.28$.
 - b. Total correction for Grand Total is \$104,155.58.
5. There is one (1) change for Pacific Star Corporation bid tab:
 - a. Total correction for Grand Total is \$114,113.24.
6. There is one (1) change for Total Facility bid tab:
 - a. Total correction for Grand Total is \$133,486.20.

Bid Opening 06/14/2024 @ 2:30 PM	HK, BR
Invitations Sent	10
Total Vendors Requesting Documents	3
Total Bid Responses	7

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	WAREHOUSE DIRECT	NAME	SAMS
CONTACT	Steve Hyde	CONTACT	
ADDRESS	2001 S. Mt. Prospect	ADDRESS	
CITY ST ZIP	DES PLAINES IL 60018	CITY ST ZIP	
TX	847-631-7193	TX	
FX		FX	
EMAIL	Stevehyde@WAREHOUSE DIRECT.COM	EMAIL	
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Care Center Attn: Nancy Palima 400 N. County Farm Road Wheaton, IL 60187 TX : (630) 784-4422 EMAIL : Nancy.palima@dupagecounty.gov		DuPage County Attn: Vinit Patel 400 N. County Farm Road Wheaton, IL 60187 TX : (630) 784-4273 EMAIL: Vinit.Patel@dupagecounty.gov	

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

SECTION 7 - BID FORM PRICING

The quantities listed are canvassing quantities and intended to establish pricing. The County reserves the right to change any of the quantities to meet its requirements and to order as needed. All goods shall be F.O.B. Destination with Liftgate.

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	#AZU1L - Azure Foam Hand Wash (Aero Blue) 6 – 1-liter Cartridges/Case	CS	300	\$ 35.89	\$ 10,767.00
2	#74104 - Aquaress Hand & Body Shampoo 4 – 4-liter Cartridges/Case	CS	100	\$ 63.24	\$ 6324.00
3	#40127 - Sbs – 40 Medicated Skin Cream 8 - 1-liter Cartridges/Case <i>6/cs</i>	CS	50 67	\$ 68.08	\$ 4494.36
4	#FC1L -Alcohol-Based Hand Sanitizer (70% Alcohol) 6 – 1-liter Cartridges /Case	CS	72	\$ 64.63	\$ 4653.36
5	#AZU120TF - Azure Foam Hand Wash (Aero Blue) for Touch Free Dispenser 3 – 1200 ml Cartridges/Case	CS	250	\$ 41.41	\$ 10,352.50
6	#FC1TF - Instant Foam Alcohol-based Hand Sanitizer for Touch Free Dispenser 3 – 1200 ml Cartridges/Case	CS	120	\$ 49.12	\$ 5894.40
7	Estesol Hair & Body Wash 6-1 Liter/Case	CS	700	\$ 27.47	\$ 19,229.00
GRAND TOTAL					\$ 61,714.62
GRAND TOTAL (In words) <i>SIXTY ONE THOUSAND SEVEN HUNDRED FORTYSEVEN AND 62/100</i>					

SECTION 8 - BID FORM SIGNATURE PAGE

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

Signature on File

X _____ J.P. Lee Mgr
(Signature and Title)

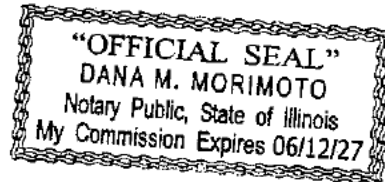
CORPORATE SEAL
(If available)

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

Subscribed and sworn to before me this 12th day of June AD, 20 24
Signature on File

(Notary Public) My Commission Expires: 6/12/27

SEAL





Required Vendor Ethics Disclosure Statement

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

Date: 6/12/24

Bid/Contract/PO #: 24-061-DCC

Company Name: <u>WAREHOUSE DIRECT</u>	Company Contact: <u>STEVE HYDE</u>
Contact Phone: <u>847-631-7193</u>	Contact Email: <u>Steve.Hyde@WAREHOUSEDIRECT.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, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

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

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

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

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

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at: http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

Authorized Signature

Printed Name

Title

Date

Signature on File
STEVEN S. HYDE
Sr. Acct. Mgr.
6/12/24

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



Budget Transfer

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

File #: 24-2081

Agenda Date: 8/6/2024

Agenda #: 8.A.

DuPage County, Illinois
 BUDGET ADJUSTMENT
 Effective January 22, 2024

HUMAN SERVICES

From: 1000
 Company #

From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
1750	53825		FAMILY SELF SUFFICIENCY PROG	\$ 524.00	27,521.20	26,997.20	6/27/24	1000-9100
Total				\$ 524.00				

HUMAN SERVICES

To: 1000
 Company #

To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
1750	54110		EQUIPMENT AND MACHINERY	\$ 524.00	(523.71)	0.29	6/27/24	1000-9100
Total				\$ 524.00				

Reason for Request:

To transfer funds from 1000-1750-53825 (Family Self-Sufficiency Program) to 1000-1750-54110 (Equipment & Machinery) to cover line in P.O. 6593-0001 for Lavi Industries, Inc.

Signature on File

Department Head

Signature on File

Chief Financial Officer

6/27/24
 Date
 7/1/24
 Date

Activity

(optional)

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 24 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

HS - 8/6/24
 FIN/CB - 8/13/24



Grant Proposal Notifications

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

File #: 24-2082

Agenda Date: 8/6/2024

Agenda #: 9.A.



Grant Proposal Notification

GPN Number: 027-24
(Completed by Finance Department)

Date of Notification: 06/27/2024
(MM/DD/YYYY)

Parent Committee Agenda Date: 08/06/2024
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 04/12/2024
(MM/DD/YYYY)

Name of Grant: PY25 Homeless Prevention Program

Name of Grantor: Illinois Department of Human Services

Originating Entity: _____
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Community Services

Department Contact: Joan Fox, Administrator Housing Supports & Self Sufficiency, 6426
(Name, Title, and Extension)

Parent Committee: Human Services

Grant Amount Requested: \$ 384,000.00

Type of Grant: Project/Continuation
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant: Yes No

Source of Grant: Federal State Private Corporate

If Federal, provide CFDA: _____ If State, provide CSFA: 444-80-0657



Grant Proposal Notification

1. Justify the department’s need for this grant.

The Homeless Prevention Grant provides funding to assist DuPage Households to prevent homelessness or to secure permanent housing. We anticipate over 100 households will be assisted via this funding source in the grants 12 month period. DuPage County Community Services participates in the Continuum of Care and works in partnership with other local agencies to prevent and end homelessness.

2. Based on the County’s Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.

Quality of Life - Keep people safe and maintain the social service safety net. Homelessness prevention funds assist persons maintain or recover permanent housing if an economic crisis leads them to face homelessness.

Customer Service - Improve access to County resources. Applicant households are screened for mainstream services, and are offered financial education and case management services.

3. What is the period covered by the grant?

07/01/2024 to: 06/30/2025
(MM/DD/YYYY) (MM/DD/YYYY)

3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

3.1.1. _____ and _____
(MM/YY) (Duration)

4. Will the County provide “seed” or startup funding to initiate grant project? (Yes or No)

No

4.1. If yes, please identify the Company-Accounting Unit used for the funding _____

5. If grant is awarded, how is funding received? (select one):

5.1. Prior to expenditure of costs (lump-sum reimbursement upfront)

5.2. After expenditure of costs (reimbursement-based)

Grant Proposal Notification

6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No) No

6.3.1. If yes, please answer the following:

6.3.1.1. How many years beyond the grant term? _____

6.3.1.2. What Company-Accounting Unit(s) will be used? _____

6.3.1.3. Total annual salary _____

6.3.1.4. Total annual fringe benefits _____

7. Does the grant allow for direct administrative costs? (Yes or No) Yes

7.1. If yes, please answer the following:

7.1.1. Total estimated direct administrative costs for project \$20,493.00

7.1.2. Percentage of direct administrative costs covered by grant 100%

7.1.3. What percentage of the grant total is the portion covered by the grant 5.34%

8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost? 89.60%

9. Are matching funds required? (Yes or No): No

9.1. If yes, please answer the following:

9.1.1. What percentage of match funding is required by granting entity? _____

9.1.2. What is the dollar amount of the County's match? _____

Grant Proposal Notification

- 9.1.3. What Company-Accounting Unit(s) will provide the matching requirement? _____
10. What amount of funding is already allocated for the project? \$0.00

- 10.1. If allocated, in what Company-Accounting Unit are the funds located? _____
- 10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No): No

11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? \$384,000.00



Grant Proposal Notifications

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

File #: 24-2083

Agenda Date: 8/6/2024

Agenda #: 9.B.



Grant Proposal Notification

GPN Number: 028-24
(Completed by Finance Department)

Date of Notification: 06/27/2024
(MM/DD/YYYY)

Parent Committee Agenda Date: 08/06/2024
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 04/12/2024
(MM/DD/YYYY)

Name of Grant: PY25 IDHS Rapid Rehousing Program

Name of Grantor: Illinois Department of Human Services

Originating Entity: _____
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Community Services

Department Contact: Joan Fox, Administrator Housing Supports & Self Sufficiency, 6426
(Name, Title, and Extension)

Parent Committee: Human Services

Grant Amount Requested: \$ 89,920.00

Type of Grant: Project/Continuation
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant: Yes No

Source of Grant: Federal State Private Corporate

If Federal, provide CFDA: _____ If State, provide CSFA: 444-80-3153



Grant Proposal Notification

1. Justify the department's need for this grant.

the Rapid Rehousing program provides funding to assist DuPage Households who are literally homeless to secure permanent housing. The project works in collaboration with the DuPage County Continuum of Care's Coordinated Entry System. We anticipate over 4 households will be assisted via this funding source in the grants 12 month period. DuPage County Community Services participates in the Continuum of Care and works in partnership with other local agencies to prevent and end homelessness.

2. Based on the County's Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.

Quality of Life - Keep people safe and maintain the social service safety net. Homelessness prevention funds assist persons maintain or recover permanent housing if an economic crisis leads them to face homelessness.

Customer Service - Improve access to County resources. Applicant households are screened for mainstream services, and are offered financial education and case management services.

3. What is the period covered by the grant?

07/01/2024 to: 06/30/2025
(MM/DD/YYYY) (MM/DD/YYYY)

3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

3.1.1. _____ and _____
(MM/YY) (Duration)

4. Will the County provide "seed" or startup funding to initiate grant project? (Yes or No)

No

4.1. If yes, please identify the Company-Accounting Unit used for the funding _____

5. If grant is awarded, how is funding received? (select one):

5.1. Prior to expenditure of costs (lump-sum reimbursement upfront)

5.2. After expenditure of costs (reimbursement-based)

Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) Yes

6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.

6.1.1. Total salary \$67,743.00 Percentage covered by grant 32%

6.1.2. Total fringe benefits \$19,167.00 Percentage covered by grant 32%

6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): NO

6.1.3.1. If yes, which ones are disallowed?

6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?

6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No

6.2.1. If yes, how many new positions will be created?

6.2.1.1. Full-time _____ Part-time _____ Temporary _____

6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit?
(Yes or No)

6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?

Grant Proposal Notification

- 9.1.3. What Company-Accounting Unit(s) will provide the matching requirement? _____
10. What amount of funding is already allocated for the project? \$0.00
- 10.1. If allocated, in what Company-Accounting Unit are the funds located? _____
- 10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No): No
11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? \$89,920.00



Meeting Handout

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

File #: 24-2161

Agenda Date: 8/14/2024

Agenda #:

DuPage County Family Center

January to June 2024 Service Overlook

January -June	Appointments	Successful	Daytime
In House Exchange	178	110	18
NEST	1735	1052	61
SPT	463	371	14
TOTALS:	2376	1533	93

